City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Regular Meeting

Tuesday, October 13, 2015

5:00 PM

CITY COUNCIL, City of Rialto, acting as Successor Agency to the Redevelopment Agency, RIALTO HOUSING AUTHORITY, RIALTO UTILITY AUTHORITY

City Council

Mayor Deborah Robertson
Mayor Pro Tem Joe Baca Jr.
Council Member Edward Palmer
Council Member Shawn O'Connell
Council Member Ed Scott
Barbara A. McGee City Clerk
Edward Carrillo City Treasurer
Fred Galante City Attorney
Mike Story City Administrator

Members of the public are afforded an opportunity to speak on any listed agenda item. Please notify the City Clerk if you wish to do so. All agendas are posted in the City Hall Administration Building (150 South Palm Avenue, Rialto) at least 72 hours in advance of the meeting. All writings that relate to an agenda item for an open session of a regular meeting of the City Council distributed to all, or a majority, of the Council Members also shall be made available, at the same time but not sooner than 72 hours before a regular meeting, for public inspection in the Office of the City Clerk located at 290 West Rialto Avenue, Rialto, California (909-820-2519) from 7:00 a.m. to 6:00 p.m., Mondays through Thursdays, and on the City's website at www.rialtoca.gov Any person having a question concerning any agenda item may call the City Clerk's office to make inquiry concerning the nature of the item described on the agenda.

Based upon the open meeting laws (the Brown Act), additional items may be added to the agenda and acted upon by the City Council only if it is considered to be a "subsequent need" or "emergency" item and is added by a two-thirds vote. Matters raised under Oral Communications may not be acted upon at that meeting other than as provided above.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Director of Public Works at (909) 421-7279. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CAR 35.102-35.104 ADA Title II).

Next Ordinance No.1564 Next Resolution No.6839

Called to Order By:

ROLL CALL

Rialto – Entering a Second Century of Progress

- *Rialto will be a Family First Community*
- *Rialto Shall Attract High-Quality Development and Improve its Physical Environment*
- *Rialto's Economic Environment will be Healthy and Diverse*
- *Rialto will be an Active Community*

All items listed on this agenda are being considered and/or acted upon by the City Council on behalf of the City of Rialto, except for such items as are designated by the "RUA," "RHA," which items are being considered and/or acted upon by the Members of the Rialto Utility Authority or Rialto Housing Authority of the City of Rialto in its separate legal capacity. For convenience and ease of administration only, the agendas for each separate legal body have been consolidated herein

5:00 p.m.

CLOSED SESSION

1	15-740	Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4: Agency designated representatives: Fred Galante, City Attorney George Harris, Asst. to the CA/Director of Administrative Services Employee organization: Firefighters Union Local 3688
2	15-743	Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.
3	15-744	Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.

4 15-732 Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):

(a) Gary Chaffee v City of Rialto
U.S. District Court Case No. 5:14-CV-02264-JGB-DTB

(b) Geoffrey Barrett v City of Rialto
WCAB CR-92-010001

(c) John Black Jr. v. City of Rialto
WCAB CR-08-005001

(d) Vanessa Bowling v. City of Rialto
WCAB CR-13-0050419

(e) Tim Brayshaw v. City of Rialto
WCAB CR-09-0500035 & CR-11-0000004

(f) Ernest Campa v. City of Rialto
WCAB CR-94-0500004

(g) Joseph Cirilo v. City of Rialto
WCAB CR-12-005074

(h) Tyrone Green v. City of Rialto
WCAB CR-10-00500053 & CR-10-0500054

(i) Brian Grice v. City of Rialto
WCAB CR-04-0050006

(j) Timothy Heinemeyer v. City of Rialto
WCAB CR-06-00500046

(k) Daniel Kitt v. City of Rialto
WCAB CR-14-005008

(l) James Kurkoske v. City of Rialto
WCAB CR-15-005047

(m) Andy Lore v. City of Rialto
WCAB CR-09-0500033 & CR-13-005062

(n) James Massey v. City of Rialto
WCAB CR-14-005054 & CR-14-005058

(o) Brian Park v. City of Rialto

WCAB CR-10-00500093

(p) Alexander Rodriguez v. City of Rialto
WCAB CR-09-0500029

(q) Bianca Rodriguez v. City of Rialto
WCAB CR-06-00500033 & CR-10-500104

(r) Scott Schwingel v. City of Rialto
WCAB CR-01-010001

(s) Timothy Strathmann v. City of Rialto
WCAB CR-11-00505035

(t) Kathy Thompson v. City of Rialto
WCAB CR-86-010001

6:00 p.m.

Called to Order By:

ROLL CALL

PLEDGE OF ALLEGIANCE-Council Member Ed Scott

INVOCATION-Pastor William Sonny Phillips, St Paul Family Ministries

City Attorney's Report on Closed Session

PRESENTATIONS AND PROCLAMATIONS

1 15-728 Presentation-FY 2014-2015 Beautification Commission Annual Report
Chairperson Carrizales
Attachments: BC Annual Report FY15a

2 15-736 Presentation-Fire Dept.Community Paramedicine Program
Fire Chief Mat Fratus

ORAL COMMUNICATIONS

City Council to consider removing or continuing any items on the agenda

NOTICE TO THE PUBLIC
All matters listed under Consent Calendar are considered to be routine by the City Council and will be enacted by one motion in the following form listed. There will be no separate discussion on these items. If discussion is required, the item will be removed from the Consent Calendar and will be considered separately. Vote may be by roll call.

CONSENT CALENDAR

A. WAIVE FULL READING OF ORDINANCES

1. Waive reading in full, all ordinances considered at this meeting.

B. APPROVAL OF WARRANT RESOLUTIONS (ACTION)

B.1 15-733 Resolution No. 12 (09/25/15)

Attachments: Warrant Resolution No. 12

B.2 15-734 Resolution No. 13 (10/02/15)

Attachments: Warrant Resolution No. 13

B.3 15-741 Resolution No. 14 (10/09/15)

Attachments: Warrant Resolution No. 14

C. APPROVAL OF MINUTES

C.1 15-735 Regular City Council Meeting - September 22, 2015

Attachments: September 22, 2015

D. MISCELLANEOUS

D.1 15-588 Request City Council to Approve An Extraterritorial Water Service Agreement with the City of San Bernardino Municipal Water Department for Water Services Provided by City of Rialto/Rialto Utility Authority at North Lassen Street in the City of San Bernardino, California.

Attachments: Lassen Street - Extraterritorial Water Services Agreement - 9-8-15 final edits

Exhibit B to Agreement

D.2 15-679 Request City Council to Approve Request for Proposal for Professional Technical Consulting Services to update the Housing Element of the Rialto General Plan and perform on-call Advance Planning Professional Services.

Attachments: Housing Element & On-Call Advance Plannig Services RFP

D.3 15-693 Request City Council to Approve a Travel and Training Request for IVS SWAT Medic Jacob Huber to attend Tactical Medicine Course, Modules A & B, October 26 through November 6, 2015, at an Estimated Cost of $5,420.50.

Attachments: Course Material

Lodging

D.4 15-694 Request City Council to Authorize the Purchase of a Ford Police Explorer Utility Vehicle from Bob Wondries Ford for the Amount of $30,541.76.

Attachments: 15-076 BID ABSTRACT

Bob Wondries Ford Bid Details

D.5 15-705 Request City Council to Approve the City of Rialto's participation in the 2015-2016 iEfficient Public Outreach Campaign with San Bernardino Valley Municipal Water District for $18,575 for Water Conservation efforts.

Attachments: Copy of Media Plan

D.6 15-706 Request City Council Approval of the City of Rialto's Cost Sharing for Development of the 2015 San Bernardino Valley Regional Urban Water Management Plan Project with the San Bernardino Valley Municipal Water District for $31,052.

Attachments: Attachment 1

D.7 15-707 Request City Council Approval of the Purchase of a Total of Three (3) Database and Applications Servers, One (1) Storage Area Network (SAN) and Virtualization Software License to Support Software Upgrades City-Wide in the amount of $49,975.65.

Attachments: Quote_vmware_710972684

SAN & Servers Dell quote

D.8 15-711 Request City Council to Approve a Purchase Order to Ballard & Ballard Investigations in the amount of $30,000 for background investigations associated with the recruitment and retention of Paramedics and Emergency Management Technicians (EMT) for the newly implemented Ambulance Operator Program.

D.9 15-712 Request City Council to Approve the Contract Documents and Authorize the Release of Request for Bids No. 16-023 for the Cultural Center & Museum Exterior Painting and Roofing Project, City Project No. CB1502.

Attachments: Attachment 1 - NIB 09-29-15

Attachment 2 - NOE

D.10 15-713 Request City Council to (1) Accept the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019); (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sully-Miller Contracting Company, a Delaware corporation.

Attachments: Attachment 1 - Agenda item tab 11

Attachment 2 - NOC - Pacific Electric Inland Empire Trail

Attachment 3 CCO #1-5

Attachment 4- Notice of Exemption-CEQA

Attachment 5 - GASB34

D.11 15-714 Request City Council to (1) Accept the 2012/13 Annual Street Overlay Project, City Project No. 130807; (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sequel Contractors, Inc., a California corporation.

Attachments: Attachment 1 - NOC - 2012-13 Annual Street Overlay Project

Attachment 2 - NOE

Attachment 3 - GASB34

D.12 15-716 Request Rialto Housing Authority Board to Adopt **Resolution No. 06-15** Approving the Fiscal Year 2013/14 Housing Successor Agency's Housing Activity Report pursuant to Health and Safety Code Section 34176.1(f).

Attachments: Exhibit A - FY14 Housing Successor Annual Report.

Exhibit B - Resolution - Annual Housing Successor Report

D.13 15-737 Request City Council to Approve an Exclusive Right to Negotiate Agreement with Fernando Acosta for the Development of Approximately 8 Acres of Property Located at the Northeast Corner of Ayala Drive and Renaissance Parkway.

Attachments: Presentation for Acosta ERN

Exhibit A Site Map

Exhibit B ERN - Acosta NEC Easton-Ayala

TAB PUBLIC HEARING

TAB1 15-715

Request City Council to Conduct a Public Hearing to introduce by first reading of **Ordinance No. 1563**, entitled "AN ORDINANCE OF THE CITY OF RIALTO APPROVING A DEVELOPMENT AGREEMENT (15-01) BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC AND MAKING CERTAIN FINDING IN CONNECTION THEREWITH," reading by title only and waiving further reading thereof and Adopt Budget **Resolution No. 6832.**

(ACTION)

Attachments:
- Presentation
- Exhibit A - Site Maps for Project
- Exhibit B - Notice of Determination - Filed 08.13.2015
- Exhibit C - RESO 15-31 - DA No. 15 - 01-PDC OC IE LLC.
- Exhibit D - Development Agreement - CLEAN (I-210 III Rialto) 10 7 15 (Agenda)
- Exhibit E - Proof of Publication PDC DA PH
- Exhibit F - Ordinance Approving PDC OC-IE Development Agreement
- Exhibit G - Budget Resolution - PDC Development Agreement

TAB2 15-723

Request City Council to Conduct a Public Hearing to Consider an appeal of the Planning Commission decision denying ***Conditional Development Permit No. 769*** and ***Variance No. 709*** requesting a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages for off-site consumption at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan and Adopt **Resolution No. 6833.**

(ACTION)

Attachments:
- Exhibit A - Location Map
- Exhibit B - July 8, 2015 Staff Report
- Exhibit C - Planning Commission Resolution of Denial for CDP No. 769
- Exhibit D - Planning Commission Resolution of Denial for VAR No. 709
- Exhibit E - Separation Exhibits
- Exhibit F - Calls For Service
- Exhibit G - Draft Resolution

TAB NEW BUSINESS

TAB3 15-727

Request City Council to Approve a Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Rialto and PDC OC/IE, LLC, related to the acquisition of portions of APN# 0240-241-10, 38, and 56 from the San Gabriel Valley Water Company and Adopt Budget **Resolution No. 6834.**

(ACTION)

Attachments: Exhibit A - Staff Report- Resolution of Necessity

Exhibit B - Purchase Agreement (SGVWC Property) 005 (3)gsl

Exhibit C - SG response to Offer 7-13-15

Exhibit D - SGVWC - Area Exhibit v3 (I-210 III Rialto) 9 9 15

Exhibit E - Budget Resolution

TAB4 15-704

Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2015/2016 Funding and Adopt Budget **Resolution No. 6835** Appropriating Funds in the Amount of $159,580.

(ACTION)

Attachments: Letter of Award

Resolution

TAB5 15-682

Request City Council to Approve Restate and Amended Memorandum of Understanding (MOU) Between the City of Rialto and the Rialto Professional Firefighters Local 3688 Unit (Local 3688) for Changes to be Effective October 14, 2015.

(ACTION)

Attachments: Amended and Restated Firefighters Local 3688 MOU 2013-2017

TAB6 15-731

Request that City Council Approve the Use of an Escrow Agreement Form Requiring the City to Place Into an Escrow Account any Measure U Taxes on Liquid Fuel Storage Facilities Paid by Businesses Subject to the Tax Until the Conclusion of Legal Challenges to Measure U.

(ACTION)

Attachments: Stipulation of Escrow of Measure U Funds KM-Shell

TAB7 15-621

Request City Council to Accept Public Improvements, Authorize the Recordation of a Notice of Completion, Approve Amendment No. 1 to the Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC, Authorize Reimbursement Payments to DCT Renaissance Rialto in the Amount of **$1,141,808** related to the Construction of Public Improvements pursuant to the and Approve Budget **Resolution No. 6836.**

(ACTION)

Attachments:
- Exhibit A - DCT - DIF Fees Paid
- Exhibit B - Fully Executed - Construciton and Credit Agreement
- Exhibit C - Request for fee credits, bond release
- Exhibit D - RSP Fair Share Traffic Fee - List of Projects
- Exhbit E - Amendment No.1 to DCT Credit Agreement (executed by DCT)
- Exhbit F - Project Summary - Engineer vs Actual Cost -
- Exhibit G- Notice of Completion
- Exhibit H- Budget Reso

TAB8 15-718

Request City Council to Approve Agreement with SunGard Public Sector Inc. to Purchase TRAKiT to Upgrade the City's Land Management Technology System for $386,950;

(ACTION)

Attachments:
- Exhibit A - Rialto - LM RFP - Vendor Comparison 2015-01-21 (AMC)
- Exhibit B - TRAKiT Support Modules
- Exhibit C - SunGard Agreement

TAB9 15-721

Request City Council, acting for the Successor Agency to the Redevelopment Agency of the City of Rialto, Approve a request from Wayne Morin to waive the City/Successor Agency's customary conditions to close escrow for the proposed purchase of a Successor Agency parcel at the southwest corner of Alder Avenue and Walnut Avenue (APN 0240-201-60).

(ACTION)

Attachments:
- Presentation for Alder Walnut Parcel
- Exhibit A - Proposal
- Exhibit B - Map
- Exhibit C - Proposed Development Map
- Exhibit D - LRPMP Disposition Procedures

TAB10 15-730

Request City Council to Adopt **Resolution No. 6837** approving the property tax revenue amounts to be transferred as a result of the pending reorganization related to Local Agency Formation Commission No. 3191 for annexation to the City of Rialto and the West Valley Water District and detachment from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70.

(ACTION)

Attachments: MIN-CAO-100615-LAFCO#3191

Copy of ATT-CAO-100615-LAFCO#3191

General Plan Consistency revised

Location Map

Boral

Boral tax sharing Reso

TAB11 15-720

Request City Council to Approve a Construction Reimbursement Agreement for Laurel/Walnut/Locust Improvements by and between the City of Rialto and Lewis-Hillwood Rialto LLC and Reallocate Funding from the Demolition and Remediation Category to the Infrastructure Category in the Airport Escrow Budget.

(ACTION)

Attachments: Exhibit A FINAL Laurel, Locust and Walnut Construction Agreement 9.18.15

Exhibit B Budget for Locust.Walnut.Laurel Improvements

TAB12 15-701

Request City Council to (1) Award a Contract Materials Agreement to Parkhouse Tires, Inc. for Firestone Branded Tires in the Amount of $80,000, (2) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and (3) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for Fire Department Apparatus Tires and Related Products and Services.

(ACTION)

Attachments: Attachment 1 - Bid Summary

Attachment 2 - Chapter_2.47___LOCAL_BUSINESS_PREFERENCE

Attachment 3 - Local Preference Analysis

Attachment 4 - Contract Materials Agreement Firestone Tires

TAB13 15-702

Request City Council to **(1)** Reject the Bid Submitted by Parkhouse Tire Company, a California Corporation; **(2)** Award a Contract Materials Agreement to Daniels Tires Service for Goodyear Branded Tires in the Amount of $60,000; **(3)** Approve Purchase Order Change Notices in the not-to-exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and in the not-to-exceed Amount of $20,000 for Fire Department Apparatus Tires, Related Products and Services.

(ACTION)

Attachments: Attachment 1 - RFB 16-006 Goodyeat Tires- ABSTRACT

Attachment 2 - Letter

Attachment 3 - Contract Materials Agreement Goodyear Tires

TAB14 15-703

Request City Council Adopt to **Resolution No. 6838** Authorizing the Execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Portion of the Interstate 10 Freeway within City of Rialto Jurisdiction.

(ACTION)

Attachments: Attachment 1 - Final Freeway Maintenance Agreement

Attachment 2 - Resolution

TAB15 15-708

Request City Council to Approve the Third Amendment to the Professional Services Agreement with Harris & Associates for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 150813 & 160801, in the amount of $183,516 for a total contract amount of $558,449.

(ACTION)

Attachments: 3rd Amendment Harris & Associates PSA

TAB16 15-709

Request City Council to **(1)** Award a Construction Contract to Dalke & Sons Construction, Inc., a California corporation, in the amount of $356,040.00 for the Facilities ADA Improvement Project, City Project No. 150201; **(2)** Authorize a Purchase Order with Willdan Engineering in the Amount of $18,570 for Construction Management and Inspection Services for the Facilities ADA Improvement Project, City Project No. 150201; **(3)** Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of $35,600.

(ACTION)

Attachments:

Attachment 1 - Agenda item tab 8

Attachment 2 - CP No. 150201 Bid Results

Attachment 3 - License & Reference Check

Attachment 4 - Construction Contract

Attachment 5 - Willdan Proposal 09-23-15

Attachment 6 - Notice of Exemption CP150201

REPORTS

MAYOR:

COUNCIL MEMBERS:

CITY ATTORNEY:

CITY ADMINISTRATOR:

ADJOURNMENT

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-740	**Version:**	1	**Name:**	
Type:	Closed Session			**Status:**	Closed Session
File created:	10/8/2015			**In control:**	City Council
On agenda:	10/13/2015			**Final action:**	
Title:	Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4: Agency designated representatives: Fred Galante, City Attorney George Harris, Asst. to the CA/Director of Administrative Services Employee organization: Firefighters Union Local 3688				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Conference with Labor Negotiator regarding the following recognized employee organization pursuant to Government Code Section 54957.4:

Agency designated representatives:
Fred Galante, City Attorney
George Harris, Asst. to the CA/Director of Administrative Services

Employee organization:
Firefighters Union Local 3688

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City of Rialto

Council Chambers
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Legislation Details (With Text)

File #:	15-743	Version:	1	Name:	
Type:	Closed Session			Status:	Closed Session
File created:	10/8/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.

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City of Rialto

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Legislation Details (With Text)

File #:	15-744	Version:	1	Name:	
Type:	Closed Session			Status:	Closed Session
File created:	10/8/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Conference with Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.

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Legislation Details (With Text)

File #:	15-732	Version:	1	Name:	
Type:	Closed Session			Status:	Closed Session
File created:	10/6/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	

Title: Conference with Legal Counsel - Existing Litigation: The City Council will discuss the following pending litigation(s) pursuant to Government Code Section 54956.9(d)(1):

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(c) John Black Jr. v. City of Rialto
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WCAB CR-14-005008

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WCAB CR-15-005047

(m) Andy Lore v. City of Rialto
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(p) Alexander Rodriguez v. City of Rialto
WCAB CR-09-0500029

(q) Bianca Rodriguez v. City of Rialto
WCAB CR-06-00500033 & CR-10-500104

(r) Scott Schwingel v. City of Rialto
WCAB CR-01-010001

(s) Timothy Strathmann v. City of Rialto
WCAB CR-11-00505035

(t) Kathy Thompson v. City of Rialto
WCAB CR-86-010001

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result

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WCAB CR-12-005074

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WCAB CR-10-00500053 & CR-10-0500054

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WCAB CR-04-0050006

(j) Timothy Heinemeyer v. City of Rialto
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(k) Daniel Kitt v. City of Rialto
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(l) James Kurkoske v. City of Rialto
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(m) Andy Lore v. City of Rialto
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WCAB CR-10-00500093

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WCAB CR-09-0500029

(q) Bianca Rodriguez v. City of Rialto
WCAB CR-06-00500033 & CR-10-500104

(r) Scott Schwingel v. City of Rialto
WCAB CR-01-010001

(s) Timothy Strathmann v. City of Rialto
WCAB CR-11-00505035

(t) Kathy Thompson v. City of Rialto
WCAB CR-86-010001

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Rialto, CA 92376

Legislation Details (With Text)

File #:	15-728	Version:	1	Name:	
Type:	Presentation			Status:	Agenda Ready
File created:	10/1/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Presentation-FY 2014-2015 Beautification Commission Annual Report Chairperson Carrizales				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BC Annual Report FY15a				

Date	Ver.	Action By	Action	Result

Presentation-FY 2014-2015 Beautification Commission Annual Report
Chairperson Carrizales

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City of Rialto

Neighborhood and Housing Preservation and Beautification Commission

Fiscal Year 2014-2015
ANNUAL REPORT

RESPONSIBILITIES OF THE BEAUTIFICATION COMMISSION

In 1997, the City Council created the Neighborhood, Housing and Preservation, and Beautification Commission ("Beautification Commission"). The Beautification Commission performs the following duties, pursuant to Rialto Municipal Code Section 2.27.010:

The neighborhood and housing preservation and beautification commission shall have the power to act in an advisory capacity to the city council and the city administrator on all policy matters pertaining, but not limited, to:

- ***A. Encourage the preservation of neighborhoods;***
- ***B. Recommend housing strategies which will fortify neighborhoods and encourage the removal of blight throughout the community;***
- ***C. Oversee the housing strategies as determined by the city council;***
- ***D. Recommend the property maintenance standards that should be legislated and enforced to preserve existing housing and neighborhoods;***
- ***E. Median strip development program;***
- ***F. Street lighting improvement program;***
- ***G. Underground utilities development program;***
- ***H. Tract entrance landscaping program, including at least two suitable design alternatives available to proposed developers;***
- ***I. Street tree (parkway) planting program;***
- ***J. Commercial parking lot landscaping program, including those areas immediately adjacent to the buildings;***
- ***K. Development program for landscaping standard commercial/industrial development;***
- ***L. Beautification program for future annexed areas, but excluding any recognized park to be included in any such annexed area;***
- ***M. Suggest procedures for the care, maintenance, pruning, fertilization, watering, planting, removal, replacement, staking and spaying of such types of vegetation as may be included in the beautification plan and for planting on street intersections, medians, and other locations to prevent traffic hazards:***
  - ***1. Suggest areas requiring increased maintenance and care both public and private,***
  - ***2. Suggest increased maintenance and care in the following areas:***
    - ***a. Commercial/industrial***
    - ***b. Institutional***
    - ***c. Multi-residential***
    - ***d. Residential***
    - ***e. Open undeveloped areas***
- ***N. Recommend planting, removal, replacement or relocation of any tree on other properties;***
- ***O. Advise and recommend the beautification of any streets, sidewalks or parks to be constructed, installed, widened, altered or increased in size;***
- ***P. Advise and recommend the development of plans for the beautification of city-controlled property and a comprehensive landscaping plan;***
- ***Q. Recognize public and/or private property owners for beautification efforts within the city.***

BEAUTIFICATION COMMISSIONERS

The Beautification Commission consists of five commissioners. In Fiscal Year 2013-14, the following citizens served on the Beautification Commission:

- Andy Carrizales, Chair
- Dianne Tolbert, Vice Chair
- Theresa Schneider
- Linda Goffney
- Melissa Morrison (resigned in September 2015)

STAFF TO THE PLANNING COMMISSION

- Robb Steel, Assistant City Administrator/Development Services Director
- John Dutrey, Project Manager
- Rosalind Joiner, Development Services Specialist

ACCOMPLISHMENTS IN FY 2014-15

In Fiscal Year 2014-15, the Beautification Commission held several meetings, reviewed different programs and projects, and engaged in several tasks. Below is summary of actions of the Beautification Commission:

A. Received update on demolition and development activities at the former Rialto Airport area.

B. Received update on Successor Agency and affordable housing programs activities.

C. Provided recommendations for the State Route 210/Pepper Avenue interchange landscape and retaining wall aesthetic plans.

D. Recommended approval of a request for qualifications for an affordable housing project.

E. Recommended approval of an exclusive right to negotiate agreement with National Community Renaissance and Related California to develop an affordable housing project.

F. Considered median improvement options for Bloomington Avenue.

G. Recommended improvement options for the community garden sites.

H. Reviewed development and landscape designs for the proposed Niagara Bottling Building and the Medline Building.

I. Developed commercial and multi-family beautification recognition programs.

J. Conducted the Property Pride and Holiday Decoration Programs to recognize Rialto homeowners.

K. Received a presentation on the City's water conservation strategy due to existing water

shortage.

L. Received a presentation from the Public Works Department on the pavement management plan.

M. Appointed Commissioner Linda Goffney to the Garden/Bloomington Median Ad Hoc Committee.

N. Appointed Vice Chair Dianne Tolbert to the Affordable Housing RFQ Review Panel.

O. Attended the State of the County event.

P. Received new development updates.

Q. Conducted citywide tour

COMMISSION MEETINGS DURING FY 2014-15

The Beautification Commission meets regularly on the second Thursday of each month, and may meet in other workshop and special sessions as necessary. In FY 2014-15, the Beautification Commission held eight (8) regular meetings. In addition, the commissioners attended three separate City Council meetings to recognize homeowners receiving awards from either the Property Pride or the Holiday Decoration programs and present annual report to the City Council.

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-736	Version:	1	Name:	
Type:	Presentation			Status:	Presentations/Proclamations
File created:	10/6/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Presentation-Fire Dept.Community Paramedicine Program Fire Chief Mat Fratus				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Presentation-Fire Dept.Community Paramedicine Program
Fire Chief Mat Fratus

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City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-733 Version: 1	Name:	B.1
Type:	Warrant Resolution	Status:	Consent Calendar
File created:	10/6/2015	In control:	City Council
On agenda:	10/13/2015	Final action:	
Title:	Resolution No. 12 (09/25/15)		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Warrant Resolution No. 12		

Date	Ver.	Action By	Action	Result

Resolution No. 12 (09/25/15)

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FINANCE DEPARTMENT

ACCOUNTS PAYABLE : FY 2015-2016

WARRANT RESOLUTION	**12**

RESOLUTION DATE	**09/25/15**

	SUMMARY OF ATTACHED REPORTS		
	WARRANTS & WIRES	VOIDED CHECKS (- FIGURE)	
	$1,031,837.79	-$203,891.17	
TOTALS			
	TOTAL RESOLUTION		**$827,946.62**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183150	9/25/2015	20529 10-8 RETROFIT, INC.	11997	2016-0865	FLEET - TINT	54.00
					Total :	**54.00**
183151	9/25/2015	32062 2 HOT UNIFORMS INC	124072	2016-0870	RIALTO AO FIRE PATCH BLUE	475.20
					Total :	**475.20**
183152	9/25/2015	32114 AGUIRRE, RICHARD	2002556001		REFUND EXCURSION FEES	50.00
					Total :	**50.00**
183153	9/25/2015	12055 AIR & HOSE SOURCE INC.	01230488	2016-0075	BLANKET- AIR & HOSE SUPPLIES-	33.59
					Total :	**33.59**
183154	9/25/2015	31419 AIRGAS, INC.	9929863986	2016-0077	BLANKET- OXYGEN & RELATED ITE	24.80
					Total :	**24.80**
183155	9/25/2015	19402 ALESHIRE & WYNDER, LLP	34232		MATTER 0001-GENERAL	4,421.80
			34233		MATTER 0003-LITIGATION 000247-00	3,541.23
			34234		MATTER 0004-PERSONNEL	3,567.00
			34235		MATTER 0005-PLANNING	9,695.00
			34236		MATTER 0006-PUBLIC WORKS/ EN	610.50
			34237		MATTER 0007-FINANCE	12,135.00
			34238		MATTER 0009-WATER	3,444.00
			34239		MATTER 0010-POLICE	8,881.15
			34240		MATTER 0011-CODE ENFORCEMEN	24,861.52
			34241		MATTER 0012-AGENCY	102.50
			34242		MATTER 0013-HOUSING	1,440.62
			34243		MATTER 0014-REFUSE	20.50
			34244		MATTER 0015-FRANCHISE/CABLE	963.50
			34245		MATTER 0016-ENTERPRISE	2,562.50
			34247		MATTER 0018-REIMBURSABLE	7,938.90
			34248		MATTER 0019- RISK MANAGEMENT	2,376.70
			34249		MATTER 0022-FIRE DEPARTMENT	314.50
			34250		MATTER 0023-SBVMWD VS. SGVW	25,850.52
			34251		MATTER 0024- SCE (VS RIALTO, ET	61.50
			34252		MATTER 0025- FONTANA SEWER D	2,132.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183155	9/25/2015	19402 ALESHIRE & WYNDER, LLP	(Continued)			
			34253		MATTER 0026- SAN BERNARDINO (	574.00
			34255		MATTER 0028-CHEVRON USA, INC	1,127.50
			34257		MATTER 0030-LAS PALMAS INVEST	123.00
					Total :	**116,745.44**
183156	9/25/2015	32119 ALLEN, LAUREN KATHLEEN	931501830		RELEASE OF PROPERTY TAG # 15	180.00
					Total :	**180.00**
183157	9/25/2015	08290 ALLIANCE FOR COMMUNITY MEDIA	187492016		2015/2016 ANNUAL ACM MEMBERS	250.00
					Total :	**250.00**
183158	9/25/2015	19201 AMP DOCTOR	9004	2016-0840	EMERGENCY SOUND SERVICE AN	129.47
					Total :	**129.47**
183159	9/25/2015	31770 ARC DOCUMENT SOLUTIONS, LLC	8230045	2016-0007	ANNUAL-OCE PLOTWAVE MACHIN	216.57
					Total :	**216.57**
183160	9/25/2015	32117 ARCE, CHRISTIAN	799333		REFUND PET LICENSE OWNER MC	8.46
					Total :	**8.46**
183161	9/25/2015	01726 AT&T	8310004036873		128 N WILLOW	2,170.24
					Total :	**2,170.24**
183162	9/25/2015	01726 AT&T	33127102466036		PHONE BILL	32.76
			33525321285097		PHONE BILL	372.31
			33525323909504		PHONE BILL	52.47
			33784133863415		PHONE BILL	32.76
			33784133885186		PHONE BILL	32.76
			33784133895193		PHONE BILL	32.76
			33784133905943		PHONE BILL	32.76
					Total :	**588.58**
183163	9/25/2015	01726 AT&T	9093571225891		911 LINES PD	0.00
			9093578116450		PHONE BILL	17.82
			9094210824391		PHONE BILL	0.00
			9094211287088		PHONE BILL	0.00
			9094212740969		PHONE BILL	0.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183163	9/25/2015	01726 AT&T	(Continued)			
			9098735882376		131 S PALM	129.93
					Total :	**147.75**
183164	9/25/2015	10905 AVAYA INC.	2733498225	2016-0347	ANNUAL- TELEPHONE SWITCHING	32,862.36
					Total :	**32,862.36**
183165	9/25/2015	12232 BEST BEST & KRIEGER LLP	755794		LEGAL SERVICES MATTER 27274 0	4,631.34
					Total :	**4,631.34**
183166	9/25/2015	20619 CARL WARREN AND COMPANY	1703700	2016-0009	ANNUAL- G/L & THIRD PARTY ADMI	3,116.67
					Total :	**3,116.67**
183167	9/25/2015	16497 CENTER FOR HEALING CHILDHOOD	1	2016-0841	ANNUAL- POSITIVE PARENTING- C	1,125.54
					cb1640-04	
					Total :	**1,125.54**
183168	9/25/2015	18522 CISNEROS, HERNANDO	1528	2016-0807	WOW TIME BALLOON CO	492.38
					Total :	**492.38**
183169	9/25/2015	21187 CLIENTFIRST CONSULTING GROUP	5580	2016-0306	ANNUAL- ITS SERVICES & SUPPOF	16,500.00
					Total :	**16,500.00**
183170	9/25/2015	02760 CONSOLIDATED ELECTRICAL	6903740890	2016-0104	BLANKET- ELECTRICAL SUPPLIES-	802.42
					Total :	**802.42**
183171	9/25/2015	21566 CONTACT SECURITY, INC.	652368GEN	2016-0824	FOURTH AMENDMENT - SECURITY	21,328.72
			652374GEN	2016-0824	FOURTH AMENDMENT - SECURITY	18,937.66
					Total :	**40,266.38**
183172	9/25/2015	20629 CORVEL CORP.	402654	2016-0013	ANNUAL- WORKERS COMP TPA- H	3,907.75
			420569	2016-0013	ANNUAL- WORKERS COMP TPA- H	4,025.03
					Total :	**7,932.78**
183173	9/25/2015	07742 COSTCO	047807009346	2016-0110	BLANKET- COSTCO- RIDESHARE	2,161.39
					Total :	**2,161.39**
183174	9/25/2015	07742 COSTCO	6231123237	2016-0364	BLANKET- COSTCO- REC	445.14

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183174	9/25/2015	07742 COSTCO	(Continued)			
			62714186100	2016-0364	BLANKET- COSTCO- REC	118.72
			627815447	2016-0364	BLANKET- COSTCO- REC	188.11
					Total :	**751.97**
183175	9/25/2015	00910 COUNSELING TEAM INTERNATIONAL, TH	29427	2016-0114	BLANKET- COUNSELING- HR	300.00
			29519	2016-0015	ANNUAL- COUNSELING- HR	1,250.00
			29543	2016-0114	BLANKET- COUNSELING- HR	300.00
			29574	2016-0114	BLANKET- COUNSELING- HR	300.00
					Total :	**2,150.00**
183176	9/25/2015	13525 CRIME SCENE STERI CLEAN	34844	2016-0119	BLANKET- HAZ CLEAN UP- POLICE	750.00
					Total :	**750.00**
183177	9/25/2015	01455 CSK AUTOMOTIVE, INC	2677140967	2016-0308	BLANKET- AUTO PARTS- PW VARIC	180.34
					Total :	**180.34**
183178	9/25/2015	02593 DAILY JOURNAL CORP.	B2784824	2016-0124	BLANKET- ADVERTISING- PW VARI 130801-15	1,078.00
			B2786705	2016-0124	BLANKET- ADVERTISING- PW VARI 140210-15	832.24
			B2786717	2016-0124	BLANKET- ADVERTISING- PW VARI 150201-15	1,069.20
					Total :	**2,979.44**
183179	9/25/2015	09674 DELL MARKETING LP	XJRNN8TK7	2016-0851	IT - WINDOWS SERVER	1,800.00
					Total :	**1,800.00**
183180	9/25/2015	00596 DEPT. OF JUSTICE	118601	2016-0131	BLANKET- FINGERPRINTING- HR	595.00
			121718	2016-0131	BLANKET- FINGERPRINTING- HR	136.00
					Total :	**731.00**
183181	9/25/2015	19920 DI GIOVANNI FAMILY TRUST A	102015	2016-0643	ANNUAL- WAREHOUSE LEASE- CI	3,825.60
					Total :	**3,825.60**
183182	9/25/2015	32035 DURATECH USA, INC	4409	2016-0536	JAG/ASSET FORF/1 X FUND - LAPT	203,268.85
					Total :	**203,268.85**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183183	9/25/2015	32055 E.U.F. CORPORATION	143792	2016-0858	BUSINESS CARDS MARYANNE, JU/	189.00
					Total :	**189.00**
183184	9/25/2015	01162 ESTVANDER, DALE ZOLTEN	PLAN		SEP 9 2015 PLANNING COMMISSIC	40.00
					Total :	**40.00**
183185	9/25/2015	00454 FACTORY MOTOR PARTS CO.	106107138	2016-0309	BLANKET- AUTO PARTS & REPAIRS	72.39
					Total :	**72.39**
183186	9/25/2015	07707 FEDEX	514930095	2016-0142	BLANKET- FEDEX- PW	21.78
			514961132	2016-0146	BLANKET- FEDEX- DEV SVC	43.52
			515588729	2016-0333	BLANKET- FEDEX- CTY CLRK	5.91
			515600981	2016-0333	BLANKET- FEDEX- CTY CLRK	61.50
			515646156	2016-0144	BLANKET- FEDEX- PD	87.55
			515690997	2016-0143	BLANKET- FEDEX- HR/ RIDESHARE	45.79
			515707373	2016-0146	BLANKET- FEDEX- DEV SVC	6.00
					Total :	**272.05**
183187	9/25/2015	31762 FLYERS ENERGY LLC	15133598	2016-0151	BLANKET - FUEL - FIRE	1,723.44
			15134002	2016-0151	BLANKET - FUEL - FIRE	372.32
					Total :	**2,095.76**
183188	9/25/2015	03248 FONTANA WATER CO.	35140130201		E MAPLE/SANTA FE TRAIL WATER-	138.66
			35160110581		WATER 1526 MERRILL	170.63
			35160116651		WATER 000061-00	517.20
					Total :	**826.49**
183189	9/25/2015	07995 FOX OCCUPATIONAL MEDICAL CTR.	515062443	2016-0183	BLANKET- EXAMS & DRUG SCREEI	605.00
					Total :	**605.00**
183190	9/25/2015	12340 GILBERT, ARTIST	PLAN		SEP 9 2015 PLANNING COMM. COM	40.00
					Total :	**40.00**
183191	9/25/2015	11975 GOMEZ JR, JESSE	2002559001		REFUND EXCURSION FEES	100.00
					Total :	**100.00**
183192	9/25/2015	21417 GONZALEZ, FRANK NAVOR	PLAN		SEP 9 2015 PLAN COMM COMP	40.00

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183192	9/25/2015	21417 21417 GONZALEZ, FRANK NAVOR	(Continued)		Total :	40.00
183193	9/25/2015	07850 GRAINGER INC.	9833749535	2016-0159	BLANKET- SUPPLIES & MATERIALS	289.71
					Total :	289.71
183194	9/25/2015	07850 GRAINGER INC.	9837735282	2016-0159	BLANKET- SUPPLIES & MATERIALS	255.03
					Total :	255.03
183195	9/25/2015	01066 GRAYBAR ELECTRIC CO. INC.	981063907	2016-0314	BLANKET- PARTS & REPAIRS- PW	292.63
					Total :	292.63
183196	9/25/2015	15764 GREGORY, VICTOR	09062015		ADPP FOR SEP 6-19 2015	1,483.64
					Total :	1,483.64
183197	9/25/2015	18476 GUTIERREZ, JERRY	PLAN		SEP 9 2015 PLANNING COMM COM	50.00
					Total :	50.00
183198	9/25/2015	17762 HERNANDEZ, RICARDO	09102015	2016-0163	BLANKET- CARPET & AIRDUCT CLI	500.00
					Total :	500.00
183199	9/25/2015	13324 HI LINE ELECTRIC CO	10405644	2016-0164	BLANKET - SHOP SUPPLIES- PW F	35.64
					Total :	35.64
183200	9/25/2015	00928 HI-WAY SAFETY INC.	35624	2016-0798	OTS GRANT - TRAFFIC CONES	1,413.72
					Total :	1,413.72
183201	9/25/2015	00553 HOME DEPOT	1280914	2016-0371	BLANKET- MATERIALS & SUPPLIES	310.89
			1280918	2016-0444	BLANKET- MATERIALS & SUPPLIES	73.73
			2280791	2016-0444	BLANKET- MATERIALS & SUPPLIES	36.97
			2280796	2016-0444	BLANKET- MATERIALS & SUPPLIES	296.79
			2280797	2016-0371	BLANKET- MATERIALS & SUPPLIES	400.08
			280716	2016-0171	BLANKET- MATERIALS & SUPPLIES	107.97
			280922	2016-0444	BLANKET- MATERIALS & SUPPLIES	94.20
			2974574	2016-0444	BLANKET- MATERIALS & SUPPLIES	216.49
			3280777	2016-0371	BLANKET- MATERIALS & SUPPLIES	61.88
			3280782	2016-0371	BLANKET- MATERIALS & SUPPLIES	789.43
			3974512	2016-0444	BLANKET- MATERIALS & SUPPLIES	199.70
			4280893	2016-0444	BLANKET- MATERIALS & SUPPLIES	22.07

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183201	9/25/2015	00553 HOME DEPOT	(Continued)			
			5280750	2016-0371	BLANKET- MATERIALS & SUPPLIES	89.62
			5280880	2016-0444	BLANKET- MATERIALS & SUPPLIES	23.94
			5280882	2016-0444	BLANKET- MATERIALS & SUPPLIES	295.36
			5974430	2016-0444	BLANKET- MATERIALS & SUPPLIES	582.62
			7280638	2016-0444	BLANKET- MATERIALS & SUPPLIES	36.29
			7280641	2016-0371	BLANKET- MATERIALS & SUPPLIES	48.00
			7973943	2016-0444	BLANKET- MATERIALS & SUPPLIES	115.27
			9970094	2016-0444	BLANKET- MATERIALS & SUPPLIES	-17.70
			9970095	2016-0444	BLANKET- MATERIALS & SUPPLIES	-26.77
			9970096	2016-0444	BLANKET- MATERIALS & SUPPLIES	-6.13
			9970106	2016-0371	BLANKET- MATERIALS & SUPPLIES	153.38
					Total :	**3,904.08**
183202	9/25/2015	02404 HYDRO-SCAPE PRODUCTS, INC.	931978200	2016-0315	BLANKET- IRRIGATION SUPPLIES-	143.30
					Total :	**143.30**
183203	9/25/2015	31547 IDENTIFIX, INC.	43857815	2016-0667	VEHICLE REPAIR SOFTWARE	1,308.00
					Total :	**1,308.00**
183204	9/25/2015	31096 INLAND EMPIRE LANDSCAPE, INC	8173	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	3,252.00
			8174	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	4,990.00
			8176	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	9,097.00
			8177	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	2,365.00
			8178	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	2,170.50
			8480	2016-0645	ANNUAL- LANDSCAPE MAINT- PW	49,161.58
					Total :	**71,036.08**
183205	9/25/2015	20948 INLAND LIGHTING SUPPLIES, INC.	188367	2016-0866	LED LIGHT TUBES	157.95
					Total :	**157.95**
183206	9/25/2015	15435 INLAND PRESORT & MAILING SERV.	20152648	2016-0335	BLANKET- MAIL PROCESSING- PUI	57.57
					Total :	**57.57**
183207	9/25/2015	02950 INTERNAL CONTROL	10766	2016-0185	BLANKET- POLYGRAPH SERVICE- I	140.00
					Total :	**140.00**
183208	9/25/2015	03399 J & K AUTO BODY & TOWING	146	2015-1889	EVERY 15 MINUTES - CAR PAINT	400.06

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183208	9/25/2015	03399 J & K AUTO BODY & TOWING	(Continued)			
			148	2016-0883	R907 REAR COLLISION DAMAGE	1,291.87
			149	2016-0757	F090 FRONT END TRAFFIC COLLIS	3,015.79
					Total :	**4,707.72**
183209	9/25/2015	00947 JOHNSONS HARDWARE	512014	2016-0177	BLANKET- MATERIALS & SUPPLIES	55.31
			512023	2016-0177	BLANKET- MATERIALS & SUPPLIES	26.71
			512024	2016-0177	BLANKET- MATERIALS & SUPPLIES	44.23
			512031	2016-0177	BLANKET- MATERIALS & SUPPLIES	18.63
			512039	2016-0177	BLANKET- MATERIALS & SUPPLIES	50.52
			512041	2016-0177	BLANKET- MATERIALS & SUPPLIES	44.93
			512044	2016-0177	BLANKET- MATERIALS & SUPPLIES	185.11
			512056	2016-0177	BLANKET- MATERIALS & SUPPLIES	71.40
					Total :	**496.84**
183210	9/25/2015	00388 JOHNSTONE SUPPLY	064581	2016-0179	BLANKET- MATERIALS & SUPPLIES	33.60
			064738	2016-0179	BLANKET- MATERIALS & SUPPLIES	106.68
			064756	2016-0179	BLANKET- MATERIALS & SUPPLIES	56.29
			064897	2016-0179	BLANKET- MATERIALS & SUPPLIES	34.58
					Total :	**231.15**
183211	9/25/2015	19360 JUMP N JUMP SALES RENTAL LLC	42215	2016-0862	911 CEREMONY - CANOPY se1605-11	129.60
					Total :	**129.60**
183212	9/25/2015	32097 KASA CONSTRUCTION, INC.	1	2016-0827	METROLINK PARKING LOT EXPANS 120808-05	25,412.50
					Total :	**25,412.50**
183213	9/25/2015	03373 KEYSER MARSTON ASSOC.,INC.	0028762	2013-1139	REAL ESTATE ADVISORY SERVCIE	325.00
					Total :	**325.00**
183214	9/25/2015	21631 KEYSTONE (US) MANAGEMENT, INC	10380624	2016-0646	ANNUAL- FIRE MONITORING- PW	1,921.84
					Total :	**1,921.84**
183215	9/25/2015	21631 KEYSTONE (US) MANAGEMENT, INC	25037691	2016-0646	ANNUAL- FIRE MONITORING- PW	218.53

Bank code : gen

Voucher	Date	Vendor		Invoice	PO #	Description/Account/Project #	Amount
183215	9/25/2015	21631	21631 KEYSTONE (US) MANAGEMENT, INC (Continued)			Total :	218.53
183216	9/25/2015	32109	KOHER, FRANCENE M.	09192015	2016-0891	FESTIVAL - CLOWNS	700.00
						Total :	700.00
183217	9/25/2015	15599	KONICA MINOLTA BUSINESS	235391834	2016-0336	ANNUAL- COPIER MAINTENANCE-	700.88
				235822989GEN	2016-0353	ANNUAL- COPIER LEASE- DEV SVC	261.20
				235823593	2016-0034	ANNUAL- COPIER LEASE- HR	157.64
						Total :	1,119.72
183218	9/25/2015	15599	KONICA MINOLTA BUSINESS	47202670	2016-0033	ANNUAL- COPIER LEASE- PW	440.54
						Total :	440.54
183219	9/25/2015	15599	KONICA MINOLTA BUSINESS	63374300	2016-0353	ANNUAL- COPIER LEASE- DEV SVC	392.82
						Total :	392.82
183220	9/25/2015	15599	KONICA MINOLTA BUSINESS	285696944	2016-0034	ANNUAL- COPIER LEASE- HR	250.56
						Total :	250.56
183221	9/25/2015	31468	KTGY GROUP INC.	0107359	2014-2148	PREPARATION OF PEPPER AVENU	24,900.25
						Total :	24,900.25
183222	9/25/2015	13697	LANTZ, GREGORY S.	09162015PARKINGFEES		PARKING REIMBURSEMENT SEP 1(	45.00
						Total :	45.00
183223	9/25/2015	01779	LESLIES POOL SUPPLIES INC.	692125870	2016-0193	BLANKET- MATERIALS & SUPPLIES	125.58
				692125871	2016-0193	BLANKET- MATERIALS & SUPPLIES	138.50
						Total :	264.08
183224	9/25/2015	00413	LIEBERT CASSIDY WHITMORE	1409864		MATTER RI020-00001 GENERAL TH	260.50
						Total :	260.50
183225	9/25/2015	00547	LIFE ASSIST, INC.	720137	2016-0354	BLANKET- EMERGENCY MEDS- FIF	107.40
				721018	2016-0354	BLANKET- EMERGENCY MEDS- FIF	3,275.39
				721024	2016-0354	BLANKET- EMERGENCY MEDS- FIF	1,659.84
				721059	2016-0354	BLANKET- EMERGENCY MEDS- FIF	2,870.68
				721861	2016-0354	BLANKET- EMERGENCY MEDS- FIF	-104.14
				721862	2016-0354	BLANKET- EMERGENCY MEDS- FIF	-253.70

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183225	9/25/2015	00547 LIFE ASSIST, INC.	(Continued)			
			723986	2016-0354	BLANKET- EMERGENCY MEDS- FIF	5,220.84
					Total :	**12,776.31**
183226	9/25/2015	19074 LITTLE BEAR PRODUCTIONS	1234	2016-0875	RIALTO COLLEGE AND CAREER FL	35.00
			1235	2016-0696	BLANKET- BROCHURE DESIGN/LA'	8,925.00
					Total :	**8,960.00**
183227	9/25/2015	02208 LOCKWOOD ENGINEERING	101419	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,987.50
			101420	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,925.00
			101421	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	1,000.00
			101423	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	4,000.00
			101424	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,812.50
			101429	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	500.00
			101430	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	6,250.00
			101431	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,675.00
			101438	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,200.00
			101440	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,112.00
			101443	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	6,225.00
			101447	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	10,200.00
			101448	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	8,400.00
			101450	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	3,800.00
			101451	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,850.00
			101452	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	1,300.00
			101458	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	1,200.00
			101460	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,250.00
					Total :	**63,687.00**
183228	9/25/2015	32115 LOZANO, PABLO	2002557001		REFUND DAMAGE DEPOSIT~	350.00
					Total :	**350.00**
183229	9/25/2015	18610 MARTINEZ, MIKE J.	10052015		PER DIEM OCT 5-9 2015 FIELD TRA	75.00
					Total :	**75.00**
183230	9/25/2015	18137 MERRILL, LYNN C.	FY161	2016-0650	ANNUAL-NPDES TECHNICAL CONS	14,408.32
					Total :	**14,408.32**
183231	9/25/2015	12203 MOHAN, PAULA JUNE	092015		SEP 2015 MILEAGE	19.73

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183231	9/25/2015	12203 12203 MOHAN, PAULA JUNE	(Continued)		**Total :**	**19.73**
183232	9/25/2015	01378 NATIONAL GYM SUPPLY INC	SI8186033	2016-0446	BLANKET- FITNESS SUPPLIES- RE	1,560.25
					Total :	**1,560.25**
183233	9/25/2015	00003 OFFICE DEPOT	790150344001	2016-0206	BLANKET- OFFICE SUPPLIES- PW/	173.80
			790150933001	2016-0206	BLANKET- OFFICE SUPPLIES- PW/	86.97
			790169861001	2016-0753	CHILD DEVELOPMENT FURNITURE	1,047.87
			790170889001	2016-0753	CHILD DEVELOPMENT FURNITURE	518.37
			791195271001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	679.96
			791195747001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	50.50
			791195748001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	98.93
			791195749001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	7.78
			792524469001	2016-0212	BLANKET- OFFICE SUPPLIES- FIRI	77.17
			792613698001	2016-0207	BLANKET- OFFICE SUPPLIES- HR	835.29
			792694358001	2016-0212	BLANKET- OFFICE SUPPLIES- FIRI	66.45
			792694534001	2016-0212	BLANKET- OFFICE SUPPLIES- FIRI	87.54
			792694910001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	129.10
			794273613001	2016-0341	BLANKET- OFFICE SUPPLIES- CIT	16.77
			794273614001	2016-0341	BLANKET- OFFICE SUPPLIES- CIT	22.65
					Total :	**3,899.15**
183234	9/25/2015	32118 OLIVAREZ, TERESA	R15014772		REFUND PET LICENSE NOT IN CIT	11.90
					Total :	**11.90**
183235	9/25/2015	32106 OPINE RIALTO, LLC	REIMBURSEMENT	2016-0872	REIMBURSEMENT FOR APPRAISAL 130801-03	3,450.00
					Total :	**3,450.00**
183236	9/25/2015	16215 P T I SAND & GRAVEL, INC.	0051943	2016-0216	BLANKET- SAND & GRAVEL- PW M/	376.68
					Total :	**376.68**
183237	9/25/2015	03201 PATIO WEST DELI	606224	2016-0376	BLANKET- FOOD & REFRESHMENT	214.95
			606230	2016-0218	BLANKET- FOOD & REFRESHMENT	199.75
					Total :	**414.70**
183238	9/25/2015	31387 PAUL HASTINGS LLP	2057808		MATTER 78238-00004 THRU JUL 31 000247-00	1,699.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183238	9/25/2015	31387 PAUL HASTINGS LLP	(Continued)			
			2057809		MATTER 78238-00005 THRU JUL 31 000247-00	27,428.72
			2057810		MATTER 78238-00007 THRU JUL 31 000247-00	67,006.19
					Total :	**96,134.31**
183239	9/25/2015	00736 PEPES TOW SERVICE, INC.	43557	2016-0886	BLANKET- TOW SERVICE- PD	225.00
					Total :	**225.00**
183240	9/25/2015	13595 PEUKERT, JOHN	PLAN		SEP 9 2015 PLANNING COMM COM	40.00
					Total :	**40.00**
183241	9/25/2015	21559 REDNECK TRAILER SUPPLIES	173876800	2016-0884	R625 TAIL LIGHT	54.84
					Total :	**54.84**
183242	9/25/2015	00530 RIALTO GLASS CO.	4684	2016-0235	BLANKET- GLASS REPAIR- PW	25.00
			4688	2016-0235	BLANKET- GLASS REPAIR- PW	390.00
			4719	2016-0235	BLANKET- GLASS REPAIR- PW	320.00
					Total :	**735.00**
183243	9/25/2015	18728 RIALTO TROPHY	5570	2016-0863	ENGRAVED NAME PLATES	16.20
					Total :	**16.20**
183244	9/25/2015	03208 RIALTO UNIFIED SCHOOL DISTRICT	2023		REIMB.60% WATTS WATER	2,461.50
					Total :	**2,461.50**
183245	9/25/2015	21302 RIALTO WATER SERVICES	CYCLE3		CYCLE 3 WATER BILLS	20,486.11

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183245	9/25/2015	21302 RIALTO WATER SERVICES	(Continued)			
					000039-00	
					000022-00	
					000039-00	
					000064-00	
					000024-00	
					000026-00	
					000042-00	
					000035-00	
					000112-00	
					000096-00	
					000081-00	
					000004-00	
					000023-00	
					000088-00	
					000005-00	
					000010-00	
					000032-00	
					000029-00	
					000001-00	
					000021-00	
					000015-00	
					000015-00	
					000054-00	
					Total :	**20,486.11**
183246	9/25/2015	21302 RIALTO WATER SERVICES	081001500		1554 N LINDEN	51.58
					009701-00	
					Total :	**51.58**
183247	9/25/2015	00710 SAN BRDO & RIVERSIDE CO. FIRE	79875	2016-0388	BLANKET- EXTINGUISHER SERVIC	163.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183247	9/25/2015	00710 SAN BRDO & RIVERSIDE CO. FIRE	(Continued)			
			79876	2016-0387	BLANKET- EXTINGUISHER SERVIC	118.40
					Total :	**281.40**
183248	9/25/2015	02156 SAN BRDO CO. ASSESSOR	106787	2016-0718	BLANKET- ASSESSOR MAP UPDAT	8.00
					Total :	**8.00**
183249	9/25/2015	03561 SAN BRDO CO. FLOOD CONTROL	FC01316	2016-0864	ANNUAL- STORMWATER FEES - PV	104,857.00
					Total :	**104,857.00**
183250	9/25/2015	01330 SAN BRDO CO. INFORMATION SERV.	17996		RADIO SERVICE	0.00
			18457	2016-0245	BLANKET- RADIO SERVICE- FIRE	161.74
					Total :	**161.74**
183251	9/25/2015	32116 SCOTT, DEBORAH	794332		REFUND PET LICENSE OWNER MC	11.64
					Total :	**11.64**
183252	9/25/2015	18095 SHALIMAR, INC.	56560	2016-0428	RONALD REAGAN LIBRARY TRANS	1,052.89
			57704	2016-0671	PRIDE PLATOON - TRANSPORTATI(	852.12
			57705	2016-0671	PRIDE PLATOON - TRANSPORTATI(	852.12
					Total :	**2,757.13**
183253	9/25/2015	03644 SMART & FINAL	114506	2016-0254	BLANKET- FOOD & SUPPLIES- POL 120011-07	473.93
			115356	2016-0253	BLANKET- FOOD & SUPPLIES- DEV	81.83
			115373	2016-0253	BLANKET- FOOD & SUPPLIES- DEV	23.97
			115378	2016-0256	BLANKET- FOOD & SUPPLIES- FIRI	41.61
			115831	2016-0345	BLANKET- FOOD & SUPPLIES- CIT	183.02
			115844	2016-0345	BLANKET- FOOD & SUPPLIES- CIT	3.77
			115963	2016-0345	BLANKET- FOOD & SUPPLIES- CIT	34.25
					Total :	**842.38**
183254	9/25/2015	03131 SOUTHERN CA. EDISON CO.	2086321676		2296 E BUENA VISTA ELECTRIC BI 000088-00	27.05
			2213525983		3450 N LOCUST PED ELECTRIC BI 000095-00	27.24
			2214855215		275 W SECOND ELECTRIC BILL RD	98.47

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183254	9/25/2015	03131 SOUTHERN CA. EDISON CO.	(Continued)			
			2237951249		2477 LINDEN 000093-00	27.24
			2250512886		1196 N LILAC PED	56.27
			2263985244		2835 RIVERSIDE (TC1)	49.07
			2263985327		2398 AYALA (GS1)	85.81
			2272526583		1002 N MERIDAN/1004 N PEPPER E 050001-00	102.68
			2272585407		2755 N RIVERSIDE GS1	65.57
			2279331912		2304 W CASA GRANCE TC1	62.37
			2285854535		ELECTRIC BILL TC1 & LS3	315.63
			2310979935		3460 N LOCUST	70.73
			2313996522		3150 N ALDER	28.82
			2315688382		ELECTRIC 537 W BASELINE	64.75
			2315877530		ELECTRIC 2490 1/2 CEDAR	27.80
			2319576500		2591 N LINDEN /251 S WILLOW	763.50
			2329208995		ELECTRIC 695 1/2 ELM PARK	43.77
			2333632065		503 N SYCAMORE AVE TC1	139.25
			2334750197		2180 ALDER AVE TC-1	53.14
			2334750296		2180 ALDER AVE B LS-3	38.27
			2334751005		2178 ALDER PED LS-3	20.67
			2334751229		2178 LOCUST LS-3	35.71
			2334751336		2178 LOCUST TC-1	57.49
			2334751484		2010 LINDEN AVE TC-1	66.19
			2334751542		ELECTRIC BILL 1508 CARPENTER I	27.24
			2334751641		2010 LINDEN AVE B 3-036-8307-29	38.77
			2337261929		ELECTRIC BILL 3892 S RIVERSIDE.	80.87
			2337261945		3892 S RIVERSIDE AVE B	104.39
			2372393421		1662 W SUMMIT AVE IRR	27.63
			2373426766		1912 W BASELINE AVE PED	26.36
					Total :	**2,632.75**
183255	9/25/2015	02848 SOUTHERN CALIF. GAS CO.	00922142005		1485 N AYALA GAS 003003-00	17.67
			01342142005		1550 N AYALA GAS	89.98
			03432242000		131 S WILLOW GAS	93.88
			04692242003		246 S WILLOW GAS	29.26

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183255	9/25/2015	02848 SOUTHERN CALIF. GAS CO.	(Continued)			
			04902242009		247 S WILLOW GAS	51.45
			13722242008		150 S PALM GAS	29.26
			14142227009		1243 S RIVERSIDE GAS	105.44
			14352227004		1267 S RIVERSIDE GAS	737.02
			16458155518		292 S PALM GAS 000719-00	22.51
			18339203186		GAS	160.41
			19812242006		290 W RIALTO GAS	21.53
					Total :	**1,358.41**
183256	9/25/2015	00898 ST. BERNARDINE MEDICAL CENTER	15053000525354		FEB 22 2015 DAVISSON, LYNCH, H/	2,652.00
					Total :	**2,652.00**
183257	9/25/2015	17116 STANLEY R. HOFFMAN ASSOC. INC	12905	2015-2072	FISCAL IMPACT ANALYSIS 050704-04	2,012.50
					Total :	**2,012.50**
183258	9/25/2015	19580 STAR AUTO PARTS, INC.	7295295	2016-0259	BLANKET- AUTO PARTS- PW VARIC	151.12
			7295375	2016-0259	BLANKET- AUTO PARTS- PW VARIC	248.00
			7295384	2016-0259	BLANKET- AUTO PARTS- PW VARIC	24.66
			7296104	2016-0259	BLANKET- AUTO PARTS- PW VARIC	155.29
			7296105	2016-0259	BLANKET- AUTO PARTS- PW VARIC	51.76
			7296107	2016-0259	BLANKET- AUTO PARTS- PW VARIC	51.76
					Total :	**682.59**
183259	9/25/2015	07782 STRADLING YOCCA CARLSON &	3005340000	2012-1628	CITY, RHA AND RSA LEGAL SERVIC 130704-14	72.00
					Total :	**72.00**
183260	9/25/2015	31846 TANKERSLEY, RICKY W.	201510RPD	2015-1599	ADMIN - I.T. CONTRACTOR	1,710.00
					Total :	**1,710.00**
183261	9/25/2015	21067 THE LEAVEN	12		PY RPO 2015-0994 AFTER SCHOOL cb1530-04	247.98
					Total :	**247.98**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183262	9/25/2015	16558 TIDLER, DOROTHY PAULINE	PLAN		SEP 9 2015 PLANNING COMM COM	40.00
					Total :	**40.00**
183263	9/25/2015	09856 TIME WARNER CABLE	8448400600993575		CABLE ACCESS SEP 11-OCT 10 20'	162.17
					Total :	**162.17**
183264	9/25/2015	15082 TRIBUTE SIGNS	60326	2016-0707	3MM EXPANDED PVC SIGNS	111.15
					Total :	**111.15**
183265	9/25/2015	32113 TUITUPOU, HAINITE	2002555001		REFUND DAMAGE DEPOSIT SR.CT	350.00
					Total :	**350.00**
183266	9/25/2015	00913 TWINE, ALPHONSO HERNANDAZ	PLAN		SEP 9 2015 PLANNING COMMISSIC	40.00
					Total :	**40.00**
183267	9/25/2015	16103 URIMAGE	8558	2016-0346	BLANKET- MISC PRINTING- CITY CI	16.74
			8561	2016-0276	BLANKET- MISC PRINTING- FIRE	109.08
			8569	2016-0279	BLANKET- MISC PRINTING- DEV S\	156.60
					Total :	**282.42**
183268	9/25/2015	32018 VILLAGE NURSERIES, LP	00217062	2016-0473	DROUGHT TOLERANT PLANTS FOI	1,708.02
					Total :	**1,708.02**
183269	9/25/2015	01247 VULCAN MATERIALS	70887702	2016-0396	BLANKET- ASPHALT & BASE- PW M	76.84
			70890443	2016-0396	BLANKET- ASPHALT & BASE- PW M	72.76
					Total :	**149.60**
183270	9/25/2015	02853 WEST COAST ARBORISTS	107472	2016-0720	ANNUAL- TREE TRIMMING & REMC	19,221.45
			107681	2016-0720	ANNUAL- TREE TRIMMING & REMC	1,495.65
			107976	2016-0720	ANNUAL- TREE TRIMMING & REMC	1,973.25
			108552	2016-0720	ANNUAL- TREE TRIMMING & REMC	2,652.75
					Total :	**25,343.10**
183272	9/25/2015	03545 WEST VALLEY WATER DIST.	1355113944		PKWY METER/CACTUS-MALLORY 000056-00	127.57
			1358713978		SPRUCE/MALLORY PKWY 000056-00	141.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183272	9/25/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			1376514148		N/W POMONA/CACTUS 000065-00	74.67
			1379314174		631 VALLEY 000095-00	179.26
			1380514186		SAN BERNARDINP E/C 000036-00	281.68
			1429114658		PKWY TR 13378 000058-00	93.07
			1489715246		SAN BERNARDINO/CEDAR 000050-00	309.51
			1491050		2611 LINDEN PARK	1,181.97
			14938862		LILAC/CASMALIA PKWY	140.01
			1571058		2611 LINDEN(PARK SNK BAR)	1,101.01
			1633716620		CEDAR/RANDALL PKWY 000037-00	134.87
			1633916622		RANDALL/MERRILL 000037-00	159.02
			1671068		PARK ON LINDEN	1,209.80
			17312574		1502 N EUCYLPTUS 000091-00	194.44
			1985341356		175 EASTON PRKWY 000034-00	387.03
			1985341358		175 EASTON PKWY 000034-00	89.41
			1985341360		175 EASTON PKWY 000034-00	75.61
			1985341362		175 EASTON PKWY 000034-00	179.57
			1985341366		PEPPER/LORD RANCH PKWY 000034-00	938.78
			2451144		2395 SUNRISE 003002-00	8,317.93
			2471146		3288 N ALDER FIRE STN	416.08
			2491148		3450 N LOCUST 000080-00	118.91

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183272	9/25/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			2511150		1975 W BUENA VISTA 000095-00	382.49
			2531152		BUENA VISTA 000095-00	435.62
			2551154		2050 W CASA GRANDE 000088-00	736.69
			2591158		3288 N ALDER FIRE STN	66.08
			2628526080		3656 N RIVERSIDE	114.71
			2651126302		305 W RESOURCE DR	151.74
			2691168		ALDER & TERRA VISTA 000080-00	1,204.74
			2711170		TERRA VISTA 000080-00	342.01
			2731172		3591 PALMETTO 000080-00	982.10
			2751174		PALMETTO/SUNRISE 000080-00	896.08
			27540194		142 W EASTON WATER	70.02
			2771176		3819 N LIVE OAK 000080-00	175.03
			2791178		3820 N LIVE OAK 000080-00	336.95
			2811180		3909 N LIVE OAK 000080-00	696.21
			2831182		4334 N RIVERSIDE 000080-00	2,107.64
			2891188		TERRA VISTA/DOVE TREE 000103-00	160.31
			2911190		4328 N RIVERSIDE 000080-00	857.82
			2931192		3623 N RIVERSIDE 000080-00	549.16
			3231222		2008 RIVERSIDE 000075-00	240.50
			35454328		2359 RIVERSIDE 000073-00	388.25

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183272	9/25/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			3751274		620 EASTON	22.21
			3771276		620 EASTON 1	54.37
			3791278		620 EASTON 2	1,508.73
			3811280		620 EASTON 3	1,660.53
			3831282		EASTON	2,832.58
			3851284		EASTON 1~	84.22
			5033339168		CACTUS/MALLORY PKWY	38.04
			66037290		E SCOTT & RIVERSIDE 000017-00	98.07
			66937374		WALNUT & RIVERSIDE 000025-00	48.77
			67497426		E CASCADE/SYCAMORE PKWY 000102-00	37.12
					Total :	**33,130.36**
183273	9/25/2015	32046 WEST YOST ASSOCIATES INC	2028018	2015-2214	REVIEW OF THE WWTP OPERATIC	6,512.00
					Total :	**6,512.00**
183274	9/25/2015	13519 WILSON, WILLIAM	10052015		PER DIEM OCT 5-9 2015 COMMANI	225.00
					Total :	**225.00**
183275	9/25/2015	20566 WRIGHT EXPRESS FINANCIAL, SERVICE	0201001055409	2016-0287	BLANKET- FUEL & OIL- PD	130.78
					Total :	**130.78**
183276	9/25/2015	17829 WROE, TOM	102015		REFUND OCT 2015 MEDICAL PER A	230.40
					Total :	**230.40**
183277	9/25/2015	01307 XEROX CORP.	081154494	2016-0398	ANNUAL- XEROX MAINT- DEV SVC	47.12
			081270657	2016-0406	ANNUAL- XEROX MAINT- DETECTI	286.86
			081270658	2016-0407	ANNUAL- XEROX MAINT- PD PROP	9.25
			081270659	2016-0418	ANNUAL- XEROX MAINT- PD RECO	666.72
			081270660	2016-0453	ANNUAL- XEROX MAINT- PD ADMI	95.43
			081270661	2016-0400	ANNUAL- XEROX MAINT- PD TRAIN	399.03
					Total :	**1,504.41**
183278	9/25/2015	03803 ZEE MEDICAL SERVICE	0140781041	2016-0293	BLANKET- FIRST AID SUPPLIES- DI	221.83

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183278	9/25/2015	03803 03803 ZEE MEDICAL SERVICE	(Continued)		**Total :**	**221.83**
99201655	9/2/2015	16452 ETS CORP.	6329394750511518		AUG 2015 CUSTOMER CR.CARD FE	1,153.14
					Total :	**1,153.14**

129 Vouchers for bank code : gen **Bank total : 1,016,342.73**

Bank code : rsa

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
18811	9/25/2015	13649 COLANTUONO, HIGHSMITH	29430	2013-1222	LEGAL SERVICES FOR OVERSIGHT	450.00
					Total :	**450.00**
18812	9/25/2015	15599 KONICA MINOLTA BUSINESS	235822989RSA	2016-0353	ANNUAL- COPIER LEASE- DEV SVC	108.00
					Total :	**108.00**
18813	9/25/2015	07782 STRADLING YOCCA CARLSON &	3005430000	2012-1628	CITY, RHA AND RSA LEGAL SERVIC	4,282.00
					Total :	**4,282.00**
18814	9/25/2015	03545 WEST VALLEY WATER DIST.	630034464		2524 S LILAC	22.21
					Total :	**22.21**
	4 Vouchers for bank code :	rsa			**Bank total :**	**4,862.21**

Bank code : rua

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
39594	9/25/2015	21566 CONTACT SECURITY, INC.	652368RUA	2016-0824	FOURTH AMENDMENT - SECURITY	5,632.11
			652374RUA	2016-0824	FOURTH AMENDMENT - SECURITY	5,000.74
					Total :	**10,632.85**

1 Vouchers for bank code : rua **Bank total : 10,632.85**

134 Vouchers in this report **Total vouchers : 1,031,837.79**

FINANCE DEPARTMENT

ACCOUNTS PAYABLE : FY 2015-2016

VOIDED CHECK LISTS

Check History Listing
CITY OF RIALTO

Bank code: gen

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
182186	07/31/2015	32045 ELIZABETH AGUILERA	V	09/22/2015	REFUNDOFINTEREST	06/07/2015	50.00	50.00
182928	09/11/2015	31537 DANIEL CASEY	V	09/22/2015	09172015	09/17/2015	30.00	30.00
183010	09/11/2015	00518 SOUTH COAST AIR QUALIT	V	09/22/2015	RULE2202FILINGFEE	09/02/2015	542.32	542.32
183060	09/18/2015	32035 DURATECH USA, INC	V	09/22/2015	4409	09/09/2015	203,268.85	203,268.85
						gen Total:		**203,891.17**

4 checks in this report

Total Checks: **203,891.17**

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-734	Version:	1	Name:	B.2
Type:	Warrant Resolution			Status:	Consent Calendar
File created:	10/6/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Resolution No. 13 (10/02/15)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Warrant Resolution No. 13				

Date	Ver.	Action By	Action	Result

Resolution No. 13 (10/02/15)

powered by Legistar™

FINANCE DEPARTMENT

ACCOUNTS PAYABLE : FY 2015-2016

WARRANT RESOLUTION	**13**

RESOLUTION DATE	**10/02/15**

	SUMMARY OF ATTACHED REPORTS		
	WARRANTS & WIRES	VOIDED CHECKS (- FIGURE)	
	$2,594,222.14	-$150.00	
TOTALS			
	TOTAL RESOLUTION		**$2,594,072.14**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183279	9/29/2015	00553 HOME DEPOT	3942402	2016-0813	OTS GRANT - LIGHTS	644.76
					Total :	**644.76**
183280	9/29/2015	21257 FULL SOURCE	FS4012918IN	2016-0790	OTS GRANT - DUI VESTS	159.49
					Total :	**159.49**
183281	10/2/2015	17524 A2Z SIGNS	29461	2016-0554	BUILDING SIGNS FITNESS CENTEF	2,067.60
					Total :	**2,067.60**
183282	10/2/2015	16692 ADVANCED COLOR SOLUTIONS	25441	2016-0073	BLANKET- TRAFFIC SIGN COMPUT	1,958.60
					Total :	**1,958.60**
183283	10/2/2015	31419 AIRGAS, INC.	9043462815	2016-0077	BLANKET- OXYGEN & RELATED ITE	43.59
					Total :	**43.59**
183284	10/2/2015	09259 ALERT-ALL CORP.	215090204	2016-0796	FIRE PREVENTION WEEK GIVEAW.	2,132.35
					Total :	**2,132.35**
183285	10/2/2015	01772 ALLSTAR FIRE EQUIPMENT, INC.	184362	2016-0655	SCOTT LASER HANDLE	241.80
					Total :	**241.80**
183287	10/2/2015	17376 AMAZON.COM	015350719595	2016-0714	TELEVISION & WALL MOUNT - PW/	72.75
			029630213374	2016-0754	HDMI CABLES 25 FT - PUBLIC WOF	71.97
			031458829269	2016-0680	COMMUNITY SERVICE - COINS	419.50
			034248022390	2016-0762	PORT AUTHORITY SHIRTS	123.25
			053707169034	2016-0794	SPORTS EQUIPMENT- RECREATIO	230.97
			062828775503	2016-0725	TRINITY SHELVING	279.72
			071773182205	2016-0803	ADMINISTRATION - PRINTER CABL	4.73
			080189453650	2016-0710	BUNN - SINGLE BURNER COFFE B	262.43
			094506532128	2016-0763	COMMUNITY SERVICES - COINS	419.50
			109622942479	2016-0762	PORT AUTHORITY SHIRTS	26.67
			112257623261	2016-0685	USB TO PARALLEL IEEE 1284 PRIN	13.61
			113640919458	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113641825428	2016-0723	ADMINISTRATION - ITS ITEMS	295.12
			113643755207	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113644868779	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113646189749	2016-0723	ADMINISTRATION - ITS ITEMS	269.85

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183287	10/2/2015	17376 AMAZON.COM	(Continued)			
			113646656927	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113646977648	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113647614605	2016-0723	ADMINISTRATION - ITS ITEMS	147.56
			113647972430	2016-0723	ADMINISTRATION - ITS ITEMS	1,404.00
			113659574575	2016-0778	DINER COFFEE MUGS - 6 PK	38.99
			139825934910	2016-0700	TRAVELING REQ. USB FLASH DRIV	235.00
			158663870330	2016-0803	ADMINISTRATION - PRINTER CABL	20.49
			165953710633	2016-0673	RUBBERMAID MOP BUCKER W/WR	43.17
			174431723286	2016-0723	ADMINISTRATION - ITS ITEMS	941.76
			188368054815	2016-0764	IT - CABLES AND PORTS	17.70
			195073905336	2016-0661	RANGE - UPS FOR RANGE SYSTEM	172.79
			195885301290	2016-0762	PORT AUTHORITY SHIRTS	21.95
			211268137780	2016-0762	PORT AUTHORITY SHIRTS	18.37
			219023215723	2016-0777	BAUMGARTENS QUICK CLIP ID CA	3.31
			219276817129	2016-0764	IT - CABLES AND PORTS	16.35
			225199664790	2016-0662	POLICE - PROJECTION SCREEN	77.80
			225627893761	2016-0775	IT - CABLES AND PARTS	42.00
			231059973641	2016-0677	ADMINISTRATION - PHONE CASES	26.98
			239315029281	2016-0776	IN-EAR HEADPHONES WITH MICR	48.55
			241789226003	2016-0794	SPORTS EQUIPMENT- RECREATIO	157.55
				2016-0839		
			256810140773	2016-0699	TRAFFIC - CONVERTERS	20.98
			277154198538	2016-0725	TRINITY SHELVING	99.76
			277159001550	2016-0725	TRINITY SHELVING	99.76
			283614021716	2016-0732	WALL RULER GROWTH CHART PO	32.98
			289585721992	2016-0726	MISC. COOKWARE & DINNERWAR	98.70
			289586298308	2016-0726	MISC. COOKWARE & DINNERWAR	37.14
					Total :	**7,051.51**
183288	10/2/2015	20162 ARCHITERRA DESIGN GROUP	20111	2014-2054	PSA - COMM GARDEN/BLOOMINGT 140806-01	4,641.00
					Total :	**4,641.00**
183289	10/2/2015	01726 AT&T	3312710031092		PHONE BILL	87.54
			3312710225654		PHONE BILL	68.95
			3312710247742		PHONE BILL	90.06

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183289	10/2/2015	01726 AT&T	(Continued)			
			3312710285275		PHONE BILL	68.95
			3312718356066		PHONE BILL	79.66
			3352531336348		PHONE BILL	228.83
			3393413283595		T1 LINE	228.83
			3393431914654		ITS/FITNESS CENTER LINE	185.11
			3393444957993		PHONE BILL FIRE STN 202	79.66
			3393813149141		PHONE BILL	79.66
			3393813151138		PHONE BILL	79.66
			3393813260546		PHONE BILL	79.66
			3394511903735		PHONE BILL	68.95
			9094213682552		BIRDSALL PARK SECURITY LINE 2(	0.00
			9094214836527		JERRY EAVES PARK SECURITY LIN	0.00
			9097837733188		PHONE BILL	0.00
			9098221105511		MULTI PHONE LINE	75.36
			9098231514556		FAX LINE - AIRPORT	20.33
			9098741509177		PHONE BILL ~ PRESTON DAY CARI	0.00
			9098751517563		PHONE BILL	0.00
			9098751921526		PHONE BILL	20.33
			9098752681446		FRISBIE PARK SECURITY LINE	0.00
			9098755068770		RIALTO PARK SNACK BAR SECURI	0.00
			9098757625420		PHONE BILL	102.33
			9098790138741		PHONE BILL	0.00
					Total :	**1,643.87**
183290	10/2/2015	14833 AUTO GRAPHIX SCREEN PRINTING	2651	2016-0889	HEALTHY RIALTO TRAIL SHIRTS	324.00
					Total :	**324.00**
183291	10/2/2015	03544 BARR DOOR, INC.	24825	2016-0088	BLANKET- EMERGENCY DOOR REI	336.80
			24898	2016-0088	BLANKET- EMERGENCY DOOR REI	804.04
					Total :	**1,140.84**
183292	10/2/2015	20460 BATTERY WORX INC	156336	2016-0408	BLANKET- AUTOMOTIVE BATTERIE	177.29
			156609	2016-0408	BLANKET- AUTOMOTIVE BATTERIE	555.27
			156849	2016-0408	BLANKET- AUTOMOTIVE BATTERIE	458.20
					Total :	**1,190.76**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183293	10/2/2015	00858 BIG T'S PIZZA	09212015	2016-0933	FESTIVAL - STAFF MEALS	172.00
					Total :	**172.00**
183294	10/2/2015	01617 BIO TOX LABORATORIES	30946	2016-0348	BLANKET- DRUG TESTING- PD PAT	1,859.00
					Total :	**1,859.00**
183295	10/2/2015	02594 BORCHARD, NICHOLAS O.	082015		AUG 2015 MILEAGE	110.06
					Total :	**110.06**
183296	10/2/2015	12181 BRAUN NORTHWEST, INC.	18303	2016-0912	REMOUNT/REFURBISH ONE AMBU	128,433.64
					Total :	**128,433.64**
183297	10/2/2015	20461 BRIMAR INDUSTRIES INC.	499963	2016-0815	OTS GRANT - CHECKPOINT SUPPL	865.31
					Total :	**865.31**
183298	10/2/2015	02522 BROTHERS PIZZA	000175	2016-0328	BLANKET- FOOD/REFRESHMENTS	77.52
			000182	2016-0093	BLANKET- FOOD/REFRESHMENTS	63.09
					Total :	**140.61**
183299	10/2/2015	19630 BURGERMANIA	10054	2016-0896	TRAINING - ACTIVE SHOOTER SUP	607.48
					Total :	**607.48**
183300	10/2/2015	00281 CALIF. BUILDING OFFICIALS	9761		TRAINING	2,115.00
					Total :	**2,115.00**
183301	10/2/2015	32122 CALLOWAY JR, PATEN	783969		REFUND PET LICENSE CUSTOMER	35.70
					Total :	**35.70**
183302	10/2/2015	20619 CARL WARREN AND COMPANY	07012015		REIMB. LIABILITY ACCOUNT JUL-AI	12,561.60
					Total :	**12,561.60**
183303	10/2/2015	13455 CARLSON, BRETT	R101024	2016-0897	BLANKET-BOARD UP/ABATEMENT-	150.00
			R101025	2016-0897	BLANKET-BOARD UP/ABATEMENT-	129.00
			R101027	2016-0897	BLANKET-BOARD UP/ABATEMENT-	210.00
			R101031	2016-0897	BLANKET-BOARD UP/ABATEMENT-	329.00
					Total :	**818.00**
183304	10/2/2015	16497 CENTER FOR HEALING CHILDHOOD	2	2016-0841	ANNUAL- POSITIVE PARENTING- C	903.89

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183304	10/2/2015	16497 CENTER FOR HEALING CHILDHOOD	(Continued)			
					cb1640-04	
					Total :	**903.89**
183305	10/2/2015	19665 COMM SYS., INC.	5636	2016-0414	ANNUAL - CLIP SUPPORT- PD	5,765.40
					Total :	**5,765.40**
183306	10/2/2015	12245 COMMUNITY WORKS DESIGN GROUP	11426	2013-2031	PSA FOR BUD BENDER PARK REH/	1,450.50
					cb1302-01	
					Total :	**1,450.50**
183307	10/2/2015	02760 CONSOLIDATED ELECTRICAL	6903741142	2016-0104	BLANKET- ELECTRICAL SUPPLIES-	220.17
					Total :	**220.17**
183308	10/2/2015	07742 COSTCO	0478110181289	2016-0364	BLANKET- COSTCO- REC	78.33
					Total :	**78.33**
183309	10/2/2015	00910 COUNSELING TEAM INTERNATIONAL, TH	29585	2016-0112	BLANKET- COUNSELING- PD	743.75
					Total :	**743.75**
183310	10/2/2015	03728 CROP PRODUCTION SERVICES, INC	28297025	2016-0752	ROUND UP SUPPLIES	3,663.90
					Total :	**3,663.90**
183311	10/2/2015	32125 CYANIDE POISONING TREATMENT	MEMBERSHIP		ONE-TIME MEMBERSHIP	100.00
					Total :	**100.00**
183312	10/2/2015	02593 DAILY JOURNAL CORP.	B2787150	2016-0332	BLANKET- ADVERTISING- CTY CLR	691.76
			B2794365	2016-0332	BLANKET- ADVERTISING- CTY CLR	198.00
			B2794376	2016-0332	BLANKET- ADVERTISING- CTY CLR	292.60
					Total :	**1,182.36**
183313	10/2/2015	00254 DANS LAWNMOWER CENTER	92262	2016-0127	BLANKET- REPAIRS & PARTS- PW '	214.92
			92323	2016-0127	BLANKET- REPAIRS & PARTS- PW '	112.70
					Total :	**327.62**
183314	10/2/2015	03062 DAVID TURCH & ASSOC.	082015	2016-0607	BLANKET- REFEREES-REC	4,500.00
					Total :	**4,500.00**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183315	10/2/2015	01186 DAVIDSONS AIR CONDITIONING	39237	2016-0129	BLANKET- A/C & HEATER SERVICE	60.00
					Total :	**60.00**
183316	10/2/2015	09674 DELL MARKETING LP	XJRP85N18	2016-0861	IT/ADMIN - HARD DRIVE	807.28
					Total :	**807.28**
183317	10/2/2015	32123 EDWARDS, CHARLOTTE	790274		REFUND PET LICENSE DOG PASSE	6.35
					Total :	**6.35**
183318	10/2/2015	14284 ENKO SYSTEMS	313085	2016-0890	FIRE ALARM SWO# 6140	165.00
					Total :	**165.00**
183319	10/2/2015	18140 ENVIROCHECK INC.	116161	2016-0727	PRE-RENOVATION ASBESTOS & LE 150201-15	1,690.00
					Total :	**1,690.00**
183320	10/2/2015	00454 FACTORY MOTOR PARTS CO.	106107542	2016-0309	BLANKET- AUTO PARTS & REPAIRS	154.13
			106107626	2016-0309	BLANKET- AUTO PARTS & REPAIRS	107.05
			106108544	2016-0309	BLANKET- AUTO PARTS & REPAIRS	131.92
			122016980	2016-0309	BLANKET- AUTO PARTS & REPAIRS	136.21
					Total :	**529.31**
183321	10/2/2015	03351 FAIRVIEW FORD SALES INC.	235558	2016-0310	BLANKET- AUTO PARTS & REPAIRS	78.77
			C09435	2016-0310	BLANKET- AUTO PARTS & REPAIRS	0.00
			C09647	2016-0310	BLANKET- AUTO PARTS & REPAIRS	0.00
					Total :	**78.77**
183322	10/2/2015	32121 FATY, MOHAMED	100SS	2016-0921	FESTIVAL - SECURITY	250.00
					Total :	**250.00**
183323	10/2/2015	07707 FEDEX	515626641	2016-0142	BLANKET- FEDEX- PW	55.72
			516367440	2016-0142	BLANKET- FEDEX- PW	88.79
					Total :	**144.51**
183324	10/2/2015	31762 FLYERS ENERGY LLC	15122301	2016-0151	BLANKET - FUEL - FIRE	1,457.05
					Total :	**1,457.05**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183325	10/2/2015	12218 FRITTS FORD	203951	2016-0300	BLANKET- AUTO PARTS & REPAIRS	-81.00
			203952	2016-0300	BLANKET- AUTO PARTS & REPAIRS	-32.40
			203953	2016-0300	BLANKET- AUTO PARTS & REPAIRS	-37.80
			204260	2016-0300	BLANKET- AUTO PARTS & REPAIRS	-75.60
			207530	2016-0300	BLANKET- AUTO PARTS & REPAIRS	213.04
			207829	2016-0300	BLANKET- AUTO PARTS & REPAIRS	387.83
			365318	2016-0300	BLANKET- AUTO PARTS & REPAIRS	-108.00
					Total :	**266.07**
183326	10/2/2015	01640 G & M BUSINESS INTERIORS	0215297IN	2016-0557	OFFICE CHAIRS - HERMAN MILLER	13,467.29
				2016-0557		
					Total :	**13,467.29**
183327	10/2/2015	08118 G4S SECURE SOLUTIONS (USA) INC	7483999	2016-0153	BLANKET- JAILER SERVICES- POLI	7,589.41
					Total :	**7,589.41**
183328	10/2/2015	21619 GARCIA JR, EUGENE RENE	08182015		INSTRUCTOR PAY AUG 18- SEP 21	4,328.73
					Total :	**4,328.73**
183329	10/2/2015	14804 GIBSON, GINA M	10142015		PER DIEM OCT 14-15 2015 CMRTA/	30.00
					Total :	**30.00**
183330	10/2/2015	31389 HENRY SCHEIN INC	23411185	2016-0876	STOCK ITEMS- GLOVES	3,000.24
			23411186	2016-0876	STOCK ITEMS- GLOVES	187.92
					Total :	**3,188.16**
183331	10/2/2015	18840 HOLLANDER, JOHN ROBERT	09092015		AIRPORT PARKING SEP 9-10, 2015	36.00
					Total :	**36.00**
183332	10/2/2015	00553 HOME DEPOT	2280792	2016-0371	BLANKET- MATERIALS & SUPPLIES	6.45
			280723	2016-0444	BLANKET- MATERIALS & SUPPLIES	205.01
			280932	2016-0371	BLANKET- MATERIALS & SUPPLIES	17.76
			5280664	2016-0444	BLANKET- MATERIALS & SUPPLIES	85.75
			5280874	2016-0371	BLANKET- MATERIALS & SUPPLIES	30.81
			6280654	2016-0444	BLANKET- MATERIALS & SUPPLIES	63.58
			7280840	2016-0444	BLANKET- MATERIALS & SUPPLIES	97.64
			7974779	2016-0371	BLANKET- MATERIALS & SUPPLIES	35.45
			8014893	2016-0444	BLANKET- MATERIALS & SUPPLIES	130.44

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183332	10/2/2015	00553 HOME DEPOT	(Continued)			
			8280833	2016-0371	BLANKET- MATERIALS & SUPPLIES	167.58
			8280963	2016-0371	BLANKET- MATERIALS & SUPPLIES	261.45
			9272640	2016-0444	BLANKET- MATERIALS & SUPPLIES	351.26
			9272644	2016-0171	BLANKET- MATERIALS & SUPPLIES	48.50
			9280941	2016-0371	BLANKET- MATERIALS & SUPPLIES	21.47
					Total :	**1,523.15**
183333	10/2/2015	32036 ICON SAFETY CO. INC.	107006856	2016-0548	MICRO IV, HCN GAS DETECTOR	1,167.40
					Total :	**1,167.40**
183334	10/2/2015	20037 INDIVIDUAL FOOD SERVICE	C6953800	2016-0832	STOCK ITEM	700.71
					Total :	**700.71**
183335	10/2/2015	20948 INLAND LIGHTING SUPPLIES, INC.	188367R		LIGHT ORDER RPO 2016-0882 RET	0.00
			188797	2016-0882	LIGHT ORDER	526.50
					Total :	**526.50**
183336	10/2/2015	03797 INLAND OVERHEAD DOOR CO.	39344	2016-0184	BLANKET- DOOR REPAIR- PW	607.00
					Total :	**607.00**
183337	10/2/2015	15435 INLAND PRESORT & MAILING SERV.	20152670	2016-0335	BLANKET- MAIL PROCESSING- PUI	58.99
			20152708	2016-0335	BLANKET- MAIL PROCESSING- PUI	161.50
					Total :	**220.49**
183338	10/2/2015	21389 INTERMEDIX	INVBILL2080	2016-0173	BLANKET- AMBULANCE BILLING- F	5,492.85
					Total :	**5,492.85**
183339	10/2/2015	02950 INTERNAL CONTROL	10774	2016-0185	BLANKET- POLYGRAPH SERVICE- I	700.00
					Total :	**700.00**
183340	10/2/2015	31344 J.L. PATTERSON & ASSOCIATES,	289114	2014-1914	ENVIRONMENTAL & DESIGN-RIVEF	3,864.47
					140813-01	
					140813-02	
					140813-11	
					Total :	**3,864.47**
183341	10/2/2015	00947 JOHNSONS HARDWARE	512034	2016-0372	BLANKET- MATERIALS & SUPPLIES	34.41

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183341	10/2/2015	00947 JOHNSONS HARDWARE	(Continued)			
			512062	2016-0176	BLANKET- MATERIALS & SUPPLIES	33.03
			512067	2016-0177	BLANKET- MATERIALS & SUPPLIES	28.65
			512074	2016-0177	BLANKET- MATERIALS & SUPPLIES	63.27
					Total :	**159.36**
183342	10/2/2015	00388 JOHNSTONE SUPPLY	065089	2016-0179	BLANKET- MATERIALS & SUPPLIES	249.83
					Total :	**249.83**
183343	10/2/2015	31707 KELLY, CHARLES A	120	2016-0556	BUSINESS SYSTEMS ANALYST SEI	10,200.00
			121	2016-0556	BUSINESS SYSTEMS ANALYST SEI	3,400.00
					Total :	**13,600.00**
183344	10/2/2015	15599 KONICA MINOLTA BUSINESS	235823083	2016-0336	ANNUAL- COPIER MAINTENANCE-	1,064.10
			9001741757	2016-0030	ANNUAL - COPIER MAINTENANCE	58.00
				2016-0029		
					Total :	**1,122.10**
183345	10/2/2015	20838 KRONOS INCORPORATED	10981363	2015-1778	SERVICE CONTRACT WITH KRONC	865.42
					Total :	**865.42**
183346	10/2/2015	19934 LA POLICE GEAR INC.	2981110	2015-2050	HANDCUFFS - LA POLICE GEAR	165.78
					Total :	**165.78**
183347	10/2/2015	00491 LAKESHORE LEARNING MATERIALS	022747	2016-0383	BLANKET- LEARNING SUPPLIES- R	491.82
					Total :	**491.82**
183348	10/2/2015	09865 LARDNER, JOHN D.	09092015		AIRPORT PARKING SEP 9-10, 2015	36.00
					Total :	**36.00**
183349	10/2/2015	01779 LESLIES POOL SUPPLIES INC.	692126731	2016-0193	BLANKET- MATERIALS & SUPPLIES	164.22
					Total :	**164.22**
183350	10/2/2015	32124 LEYBA, SAMMY	931506159		PROPERTY RELEASE TAG 161722	200.00
					Total :	**200.00**
183351	10/2/2015	00547 LIFE ASSIST, INC.	724484	2016-0354	BLANKET- EMERGENCY MEDS- FIF	1,328.50
			725609	2016-0354	BLANKET- EMERGENCY MEDS- FIF	3,088.12

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183351	10/2/2015	00547 LIFE ASSIST, INC.	(Continued)			
			725637	2016-0354	BLANKET- EMERGENCY MEDS- FIF	1,107.24
			725650	2016-0354	BLANKET- EMERGENCY MEDS- FIF	3,510.47
			725687	2016-0842	FENTANYL	395.20
					Total :	**9,429.53**
183352	10/2/2015	21332 MASUNE FIRST AID & SAFETY	42005856	2016-0494	BLANKET- FIRST AID SUPPLIES- RI	126.20
					Total :	**126.20**
183353	10/2/2015	11475 MATTRESS BROS.	08052015	2016-0774	TWIN MATTRESS & FRAMES - STAT	4,039.18
					Total :	**4,039.18**
183354	10/2/2015	32128 MC CRORY, JUDENE	REFUNDDUES		REFUND SEPT DUES	25.00
					Total :	**25.00**
183355	10/2/2015	02797 MOBILE MINI, LLC	941685252	2016-0042	ANNUAL- STORAGE RENTAL- FIRE	158.80
					Total :	**158.80**
183356	10/2/2015	03474 MOSS BROS.	1365412	2016-0320	BLANKET- AUTO PARTS- PW VARIC	81.27
					Total :	**81.27**
183357	10/2/2015	00234 NATIONAL FIRE PROTECTION ASSOC	6526568Y	2016-0537	NFPA FIRE PREVENTION WEEK BC	649.40
					Total :	**649.40**
183358	10/2/2015	19075 NATIONAL RECOVERY AGENCY	172300		ACCT#004951-1 AUG 2015 COLL C(	104.95
			172302		ACCT#004949-1 AUG 2015 COLL C(	31.73
					Total :	**136.68**
183359	10/2/2015	16071 NOWDOCS INTERNATIONAL INC.	58902	2016-0937	2015 TAX- W2 & 1099 SUPPLIES	338.26
					Total :	**338.26**
183360	10/2/2015	00003 OFFICE DEPOT	790150344001ACCTCORR	2016-0206	BLANKET- OFFICE SUPPLIES- PW /	0.00
			791322198001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	106.29
			791322198002	2016-0447	BLANKET- OFFICE SUPPLIES- REC	6.26
			791323060001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	3.66
			791815725001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	15.00
			791818404001	2016-0447	BLANKET- OFFICE SUPPLIES- REC	188.95
			794273430001	2016-0341	BLANKET- OFFICE SUPPLIES- CIT	22.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183360	10/2/2015	00003 OFFICE DEPOT	(Continued)			
			794433345001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	375.25
			794433710001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	15.75
			794433711001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	7.73
			794848403001	2016-0375	BLANKET- OFFICE SUPPLIES- FIN/	65.61
			795955815001	2016-0209	BLANKET- OFFICE SUPPLIES- ADM	76.52
			795967091001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	105.46
			796207910001	2016-0206	BLANKET- OFFICE SUPPLIES- PW/	317.98
			796208226001	2016-0206	BLANKET- OFFICE SUPPLIES- PW/	25.90
			796211412001	2016-0341	BLANKET- OFFICE SUPPLIES- CIT	443.91
			796241180001	2016-0208	BLANKET - OFFICE DEPOT - PD	133.47
					Total :	**1,910.02**
183361	10/2/2015	16215 P T I SAND & GRAVEL, INC.	0052288	2016-0216	BLANKET- SAND & GRAVEL- PW M/	381.52
					Total :	**381.52**
183362	10/2/2015	03019 PARSAC	SIR		BALANCE OF SIR RUIZ V RIALTO S	177,366.80
					Total :	**177,366.80**
183363	10/2/2015	03201 PATIO WEST DELI	606231	2016-0218	BLANKET- FOOD & REFRESHMENT	104.33
					Total :	**104.33**
183364	10/2/2015	21310 PC MALL GOV	PINV332729	2015-1039	HP SWITCHES AND TRANSCEIVER	2,007.50
					Total :	**2,007.50**
183365	10/2/2015	32126 PINEDA, MARCUS	SAFETYSHOES		REIMB.SAFETY SHOES	150.00
					Total :	**150.00**
183366	10/2/2015	32111 PMAM CORPORATION	20150832	2016-0899	BLANKET- ALARM BILLING- PD	54.58
					Total :	**54.58**
183367	10/2/2015	16320 PROFORCE LAW ENFORCEMENT	249466	2015-2084	SWAT - SIGHT SYSTEM	5,867.97
					Total :	**5,867.97**
183368	10/2/2015	08216 RIALTO ANIMAL HOSPITAL INC.	102316CORRECTION	2016-0413	DUPLICATE PAYMENT MADE ON IN 080216-00	-35.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183368	10/2/2015	08216 RIALTO ANIMAL HOSPITAL INC.	(Continued)			
			105533	2016-0413	BLANKET- VETERINARY SERVICES 080216-00	0.00
			105929	2016-0413	BLANKET- VETERINARY SERVICES 080216-00	32.00
			105966	2016-0413	BLANKET- VETERINARY SERVICES 080216-00	0.00
			106148	2016-0413	BLANKET- VETERINARY SERVICES 080216-00	0.00
			107954	2016-0413	BLANKET- VETERINARY SERVICES 080216-00	268.88
					Total :	**265.48**
183369	10/2/2015	21302 RIALTO WATER SERVICES	CYCLE4		CYCLE 4 WATER BILLS 003003-00 000006-00 000047-00 000068-00 000078-00 000033-00 000008-00 003002-00	14,778.63
					Total :	**14,778.63**
183370	10/2/2015	03117 ROTO ROOTER	IE266260	2016-0238	BLANKET- PLUMBING SERVICE- PV	215.35
			IE266263	2016-0238	BLANKET- PLUMBING SERVICE- PV	239.15
			IE266619	2016-0238	BLANKET- PLUMBING SERVICE- PV	198.00
					Total :	**652.50**
183371	10/2/2015	31459 ROW TRAFFIC SAFETY INC.	14399	2016-0594	BLANKET- TRAFFIC SAFETY SUPPI	1,121.04
					Total :	**1,121.04**
183372	10/2/2015	20314 SAFARILAND, LLC	I15138139	2016-0811	TRAFFIC - SCENE SCREENS	1,057.86
					Total :	**1,057.86**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183373	10/2/2015	00544 SAFELITE GLASS CORP.	05076160076	2016-0322	BLANKET- WINDSHIELD REPAIR- P	283.10
			05076160109	2016-0322	BLANKET- WINDSHIELD REPAIR- P	202.16
					Total :	**485.26**
183374	10/2/2015	02055 SAFETY KLEEN SYSTEMS INC	68158318	2016-0415	ANNUAL- PARTS WASHER LEASE-	770.00
					Total :	**770.00**
183375	10/2/2015	03176 SCAN NATOA	108015537		NON NATOA MEMBERSHIP DUES J	80.00
					Total :	**80.00**
183376	10/2/2015	01771 SECRETARY OF STATE	WAIVEROFLIABILITY	2016-0935	SOS - LATE ELECTRONIC FILING	100.00
					Total :	**100.00**
183377	10/2/2015	13464 SEISINT INC	C10019220150731	2016-0952	ANNUAL- PATROL COPLOGIC- PD	5,156.55
					Total :	**5,156.55**
183378	10/2/2015	15257 SHAMROCK SUPPLY	1954566	2016-0877	STOCK ITEMS- GLOVES	639.91
					Total :	**639.91**
183379	10/2/2015	14198 SHEPHERD, HELEN	10142015		PER DIEM 2015 CMRTA ANNUAL CC	30.00
					Total :	**30.00**
183380	10/2/2015	11557 SHRED-IT US JV LLC	8120341514	2016-0391	ANNUAL- SHREDDING SERVICE- FI	672.50
				2016-0392		
				2016-0393		
				2016-0390		
					Total :	**672.50**
183381	10/2/2015	21550 SIEMENS INDUSTRY, INC.	5610008951	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	3,854.00
			5620005898	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	4,705.25
			5620007457	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	4,671.08
			5620008136	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	2,625.00
			5620008515	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	2,274.50
			5620008516	2016-0651	ANNUAL- SIGNAL MAINTENANCE &	7,931.19
					Total :	**26,061.02**
183382	10/2/2015	03644 SMART & FINAL	115999	2016-0252	BLANKET- FOOD & SUPPLIES- WA	33.11
			120871	2016-0254	BLANKET- FOOD & SUPPLIES- POL	103.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183382	10/2/2015	03644 03644 SMART & FINAL	(Continued)		Total :	136.19
183384	10/2/2015	03131 SOUTHERN CA. EDISON CO.	2103687679		495 CACTUS AVE ELECTRIC BILL	52.94
			2104856828		101 S CEDAR TCI TRAFFIC SIG. ELI	59.60
			2188243380		810 W EASTON ELECTRIC BILL 000110-00	25.57
			2201464757		1497 FOOTHILL ELECTRIC BILL	69.07
			2248754665		1411 S RIVERSIDE AVE ELECTRIC	6,692.63
			2258579879		1415 RIVERSIDE PED	66.50
			2259265270		1413 S RIVERSIDE DR TC	43.58
			2262450117		1475 N LINDEN ELECT.	243.96
			2266228410		2301 W WALNUT TC1 TRAFFIC SIG	42.35
			2276473535		3333 S RIVERSIDE ELECT. BILL	55.78
			2279331961		2508 W SUMMIT	16.79
			2281109355		726 LILAC	102.71
			2287647895		1605 1/2 N CACTUS AVE ELECT.BIL	46.23
			2287679849		1200 S RIVERSIDE AVE ELECT.BILL	1,985.55
			2290187061		1605 N CACTUS AVE	59.45
			2290534619		796 N CEDAR AVE	58.78
			2299242065		1662 S LILAC TC-1 PED	49.82
			2303612782		776 E ETIWANDA CROSSWALK	26.84
			2303628200		3346 S RIVERSIDE LMD	25.96
			2307090811		ELECTRIC 3716 S RIVERSIDE AVE /	76.56
			2314674441		ELECTRIC: 910 E FOOTHILL LS-3	43.16
			2314674581		ELECTRIC: 908 E FOOTHILL TC-1	57.01
			2318770559		1446 ALDER AVE LS3	38.62
			2318770609		1446 ALDER TC1	57.28
			2318770716		1496 LINDEN	50.10
			2318770740		1496 LINDEN	39.95
			2323489906		ELECTRIC 1455 N LINDEN #A RDA 110701-02	43.05
			2328087853		2097 S RIVERSIDE	51.58
			2329497804		ELECTRIC BUS SHELTER	34.16
			2329497929		ELECTRIC BUS SHELTER 1167 RIVI	30.77
			2334519402		ELECTRIC BILL 520 N LINDEN	25.96
			2334751781		2088 AYALA DR LS3	38.93
			2334751849		2088 AYALA DR TC1	53.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183384	10/2/2015	03131 SOUTHERN CA. EDISON CO.	(Continued)			
			2340224344		1700 RIVERSIDE FIRE STATION 202	2,384.66
			2340364298		1712 S RIVERSIDE AVE LS-3 2395 V	5,660.78
			2340831940		SUMMARY ELECTRIC BILL	161.82
			2344220074		1693 S CACTUS AVE LS-3	186.49
			2357721463		222 E EASTON 100704-15	26.29
			2357721570		110 E EASTON 100704-15	25.96
			2357721729		112 E EASTON 100704-15	75.76
			2358059996		188 E EASTON	35.27
			2358060127		190 E EASTON 100704-15	54.85
			2358346039		168 E EASTON 100704-15	276.30
			2358346211		170 E EASTON 100704-15	26.80
			2358386779		1900 N LAUREL	45.87
			2359587995		1900 LAUREL LS-3	49.66
			2362569535		822 PEPPER IRRG	25.24
			2365980820		1706 W BASELINE RD PED TC-1	92.58
			2367225620		1980 N PEPPER AVE PED LS-3	21.32
			2370508681		1708 W BASELINE RD PED LS-3	60.18
			2370510190		2233 W RENAISSANCE PKWY	26.45
			2378895031		1317 N PALMETTO AVE PED	57.42
					Total :	**19,658.02**
183385	10/2/2015	15893 SOUTHERN CALIF.OCCUPATIONAL	LORAN000		FIRST SID DOS APR 27 2015 ANDR	295.28
					Total :	**295.28**
183386	10/2/2015	31596 SOUTHWEST SITE SERVICES, INC	6945	2016-0926	FESTIVAL - PORTABLE POTTIES	475.00
					Total :	**475.00**
183387	10/2/2015	17116 STANLEY R. HOFFMAN ASSOC. INC	12981	2016-0911	FORECAST EVALUATIONS	3,445.00
					Total :	**3,445.00**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183388	10/2/2015	19580 STAR AUTO PARTS, INC.	7297445	2016-0259	BLANKET- AUTO PARTS- PW VARIC	798.81
			7298160	2016-0259	BLANKET- AUTO PARTS- PW VARIC	154.42
					Total :	**953.23**
183389	10/2/2015	15354 STEVEN ENTERPRISES	0343042IN	2016-0060	ANNUAL- MAINTENANCE FOR EQU	19.75
					Total :	**19.75**
183390	10/2/2015	10683 STUDIO 33 PRODUCTIONS	617	2016-0927	FESTIVAL - STAGE	2,890.00
					Total :	**2,890.00**
183391	10/2/2015	01675 SUNGVORNRAJASABH, TERATAT	SAFETYSHOES		REIMB.SAFETY SHOES	150.00
					Total :	**150.00**
183392	10/2/2015	32037 SYMONS EMERGENCY SPECIALTIES	3489	2016-0772	ALS/BLS AMBULANCESUPPORT UI	400.00
					Total :	**400.00**
183393	10/2/2015	03580 TEK TIME SYSTEMS, INC.	2048646	2016-0939	ANNUAL- DATE STAMP MAINT- CIT	105.00
					Total :	**105.00**
183394	10/2/2015	18605 TELVUE CORPORATION	08341	2016-0918	ANNUAL- ACCESS CHANNEL SUPP	3,000.00
					Total :	**3,000.00**
183395	10/2/2015	09856 TIME WARNER CABLE	8448400600180611		CABLE ACCESS JUL 21-AUG 20 201	257.16
			8448400600180611		CABLE ACCESS SEP 21-OCT 20 20	254.98
			8448400600183045		CABLE ACCESS SEP 20-OCT 19 20	116.86
			8448400600206226		CABLE ACCESS SEP 18-OCT 17 20	291.82
			8448400600991579		CABLE ACCESS SEP 19-OCT 18 20	307.02
			8448400600991579		CABLE ACCESS AUG 19-SEP 18 20	357.02
			8448400600998848		CABLE ACCESS SEP 10-OCT 9 201	34.86
					Total :	**1,619.72**
183396	10/2/2015	15657 TRIANGLE SPORTS	31472	2016-0497	BLANKET- JERSEYS, APPAREL, AN	572.25
					Total :	**572.25**
183397	10/2/2015	16103 URIMAGE	8559	2016-0346	BLANKET- MISC PRINTING- CITY CI	102.06
			8560	2016-0451	BLANKET- MISC PRINTING- RRFC	10.95
			8570	2016-0346	BLANKET- MISC PRINTING- CITY CI	72.90
			8574	2016-0276	BLANKET- MISC PRINTING- FIRE	387.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183397	10/2/2015	16103 URIMAGE	(Continued)			
			8575	2016-0735	GIRLS VOLLEYBALL BANNER	106.92
			8578	2016-0276	BLANKET- MISC PRINTING- FIRE	41.04
					Total :	**721.59**
183398	10/2/2015	00377 VALLEY ANIMAL HOSPITAL	316869	2016-0397	BLANKET- VET SERVICES- PD	30.00
					Total :	**30.00**
183399	10/2/2015	01247 VULCAN MATERIALS	70901509	2016-0396	BLANKET- ASPHALT & BASE- PW M	118.40
					Total :	**118.40**
183400	10/2/2015	18341 WEST COAST LIGHTS & SIRENS	12053	2016-0477	FLEET - OUTFIT VEHICLE	3,243.82
			12054	2016-0477	FLEET - OUTFIT VEHICLE	427.65
					Total :	**3,671.47**
183401	10/2/2015	03545 WEST VALLEY WATER DIST.	14910586		1867 WEST COAST/SOUTH PRKWY	64.21
			1525915598		PKWY MTR 13096 000048-00	413.81
			1583716146		PKWY-AYALA/RIVERSIDE 000052-00	192.43
			1587516184		PKWY CEDAR/RIVERSIDE 000052-00	430.25
			1767717894		1001 PARK/CACTUS WY 000024-00	22.21
			1778117996		1008 PARK/MERRILL WY 000018-00	150.57
			1780318016		CACTUS/CARTER 000018-00	145.63
			1802318224		1002 PARK/CACTUS WY 000018-00	81.97
			1802718228		1003 PKWY/CACTUS 000033-00	186.85
			1821118402		1004 PARK/RANDALL WY 000033-00	148.90
			1821318404		1005 PARK/RANDALL WY 000033-00	161.55

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Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183401	10/2/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			1821518406		1007 PARK/CACTUS WY 000082-00	109.18
			1823918426		1006 PARK/CACTUS WY 000033-00	148.90
			1942519550		PKWY ANNEX 66 000066-00	164.08
			1942538046		LMD MAPLE/EVERGREEN PKWY 000066-00	68.71
			1973919854		SHAMWOOD/RIVERSIDE 000034-00	235.44
			2178321802		2470 GLENWOOD 000003-00	107.27
			2187521890		AYALA & MOFFATT PKWY 000001-00	148.90
			3881319294		RIVERSIDE PARK WY 000052-00	57.85
			4449736498		WILDFLOWER/CEDAR PKWY 050002-00	58.97
			6812739616		1508 CARPENTER/LINDEN PRKWY	201.60
			78838502		PKWY WILLOW/WALNUT 000040-00	242.51
			8079139208		2751 N ASHFORD/BASIN PKWY	391.78
			82678862		N RIVERSIDE/N CASMALIA 000051-00	499.26
			85759162		WS QUINCE/CRAIG 000052-00	151.43
			88139392		PKWY ANNEX WAY 60 000060-00	106.88
			90219574		PKWY TR#13385 000057-00	186.85
			90239576		AYALA/ SO BOHNERT 000052-00	100.37
			92359782		W AYALA/ NO NORWOOD 000052-00	81.97
			92379784		W AYALA/NORWOOD 1N 000052-00	125.27

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183401	10/2/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			92419788		LINDEN & NORWOOD 000046-00	39.46
			959110130		WILDFLOWER/LINDEN 1 000093-00	104.97
					Total :	**5,330.03**
183402	10/2/2015	03725 WILLDAN FINANCIAL SERVICES	01028577	2014-1768	1972 ACT/MELLO-ROOS ACT - LMD	4,000.00
					Total :	**4,000.00**
183403	10/2/2015	21171 WING, PAUL B.	0008	2016-0285	BLANKET- BACKGROUND INVESTI(	720.00
					Total :	**720.00**
183404	10/2/2015	31728 WORLAND, JOHN M.	0249	2016-0027	ANNUAL- AQUARIUM SERVICE- RE	147.06
					Total :	**147.06**
183405	10/2/2015	01307 XEROX CORP.	138337838	2016-0404	ANNUAL- XEROX MAINT- FINANCE	8.63
					Total :	**8.63**
99201656	9/24/2015	02837 RIALTO CITY TREASURER	09062015GEN		REIMB. PAYROLL PAID SEP 25 201!	1,999,328.38
					Total :	**1,999,328.38**
99201659	9/14/2015	02863 WELLS FARGO BANK	082015		AUG 2015 REIMB.WORKERS COMI	17,588.36
					Total :	**17,588.36**
127	**Vouchers for bank code :**	gen			**Bank total :**	**2,575,926.67**

Bank code : rsa

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
18815	10/2/2015	17867 ECORP CONSULTING, INC.	75926	2012-1211	PSA FOR PEPPER AVE BIOLOGICA 000893-02	1,555.00
					Total :	**1,555.00**
99201657	9/24/2015	02837 RIALTO CITY TREASURER	09062015RSA		REIMB. PAYROLL PAID SEP 25 201	10,838.41
					Total :	**10,838.41**
2 Vouchers for bank code : rsa					**Bank total :**	**12,393.41**

Bank code : rua

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
99201658	9/24/2015	02837 RIALTO CITY TREASURER	09062015RUA		REIMB PAYROLL PAID SEP 25 2015	5,902.06
					Total :	**5,902.06**

1 Vouchers for bank code : rua **Bank total : 5,902.06**

130 Vouchers in this report **Total vouchers : 2,594,222.14**

FINANCE DEPARTMENT

ACCOUNTS PAYABLE : FY 2015-2016

VOIDED CHECK LISTS

Check History Listing
CITY OF RIALTO

Bank code: gen

Check #	Date	Vendor	Status	Clear/Void Date	Invoice	Inv. Date	Amount Paid	Check Total
183102	09/18/2015	19919 CAMERON J NELSON	V	09/29/2015	09282015	10/09/2015	150.00	150.00
							gen Total:	**150.00**

1 checks in this report

Total Checks: **150.00**

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-741	Version:	1	Name:	
Type:	Warrant Resolution			Status:	Consent Calendar
File created:	10/8/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Resolution No. 14 (10/09/15)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Warrant Resolution No. 14				

Date	Ver.	Action By	Action	Result

Resolution No. 14 (10/09/15)

powered by Legistar™

FINANCE DEPARTMENT

ACCOUNTS PAYABLE : FY 2015-2016

WARRANT RESOLUTION	**14**

RESOLUTION DATE	**10/09/15**

	SUMMARY OF ATTACHED REPORTS		
	WARRANTS & WIRES	VOIDED CHECKS (- FIGURE)	
	$442,704.11		
TOTALS			
	TOTAL RESOLUTION		**$442,704.11**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183406	10/9/2015	21082 20/20 NETWORK	1633	2016-0002	ANNUAL- PUBLIC RELATIONS- ADM	1,250.00
					Total :	**1,250.00**
183407	10/9/2015	02644 ADVANTAGE BUSINESS FORMS	41595	2016-0326	BLANKET- SPECIALIZED PRINTING	43.20
					Total :	**43.20**
183408	10/9/2015	12613 ALARMCO SECURITY SYSTEMS, INC.	63028	2016-0004	ANNUAL- ALARM MONITORING- SE	87.03
			63133	2016-0005	ANNUAL- ALARM MONITORING- PV	135.00
					Total :	**222.03**
183409	10/9/2015	03259 ALLIANT INSURANCE SERVICES INC	SPECIALEVENT		REIMBURSE SPECIAL EVENT INSU	81.00
					Total :	**81.00**
183410	10/9/2015	01772 ALLSTAR FIRE EQUIPMENT, INC.	184428	2016-0821	REPLACE SENSORS ON SCOTT PF	435.21
					Total :	**435.21**
183411	10/9/2015	32134 ANTHONY A LIBERATORE, P. C.	SETTLEMENT		SETTLEMENT FOR GWENDOLYM H	39,999.99
					Total :	**39,999.99**
183412	10/9/2015	14833 AUTO GRAPHIX SCREEN PRINTING	2658	2016-0493	BLANKET- SPORTS JERSEYS & AP	768.42
			2659	2016-0493	BLANKET- SPORTS JERSEYS & AP	2,047.68
					Total :	**2,816.10**
183413	10/9/2015	07979 BADGE EXPRESS	131491	2016-0087	BLANKET- NAME BADGES- DEV SV	12.08
					Total :	**12.08**
183414	10/9/2015	20460 BATTERY WORX INC	157165	2016-0408	BLANKET- AUTOMOTIVE BATTERIE	331.43
					Total :	**331.43**
183415	10/9/2015	32136 BEAR-VASQUEZ, DIANA	2002439001		REFUND ENROLLMENT TINY TOTS	65.00
					Total :	**65.00**
183416	10/9/2015	31729 BULLSEYE TELECOM, INC	0048F82		SUMMARY PHONE BILL	8,867.74
					Total :	**8,867.74**
183417	10/9/2015	07765 CAL POLY POMONA FOUNDATION INC	ENROLLMENT		LOCAL GOVT SUPERVISORY PROG	2,250.00

Bank code : gen

Voucher	Date	Vendor		Invoice	PO #	Description/Account/Project #	Amount
183417	10/9/2015	07765	07765 CAL POLY POMONA FOUNDATION IN (Continued)			**Total :**	**2,250.00**
183418	10/9/2015	12347	CALIF. INTEGRATED SOLUTIONS	12309	2016-0737	ADMINISTRATION - ITS ITEMS	5,385.60
						Total :	**5,385.60**
183419	10/9/2015	20524	CAPRI RIALTO, LP	072015		JUL 2015 REFUND UUT	324.84
				082015		AUG 2015 REFUND UUT	446.63
				092015		SEP 2015 REFUND UUT	436.92
						Total :	**1,208.39**
183420	10/9/2015	13455	CARLSON, BRETT	R101038	2016-0897	BLANKET-BOARD UP/ABATEMENT-	115.00
				R101044	2016-0897	BLANKET-BOARD UP/ABATEMENT-	585.00
						Total :	**700.00**
183421	10/9/2015	21224	CDFA	07012015	2016-0330	BLANKET- FARMERS MRKT QUART	240.00
						Total :	**240.00**
183422	10/9/2015	09837	CDW GOVERNMENT, INC.	ZG68256	2016-0898	FIO IMC STD & ENT ADD 50N E-LTU	2,090.00
						Total :	**2,090.00**
183423	10/9/2015	21187	CLIENTFIRST CONSULTING GROUP	5591	2016-0306	ANNUAL- ITS SERVICES & SUPPOF	16,500.00
						Total :	**16,500.00**
183424	10/9/2015	02217	COMMUNITY ANIMAL HOSPITAL DBA	08012015	2016-0307	BLANKET- VET SERVICES- POLICE	1,235.00
						Total :	**1,235.00**
183425	10/9/2015	31815	CORELOGIC, INC	81624811	2016-0105	BLANKET- CORELOGIC- DEV SVC	237.19
						Total :	**237.19**
183426	10/9/2015	07742	COSTCO	62764473	2016-0364	BLANKET- COSTCO- REC	108.00
						Total :	**108.00**
183427	10/9/2015	00910	COUNSELING TEAM INTERNATIONAL, TH	29594	2016-0114	BLANKET- COUNSELING- HR	300.00
				29601	2016-0114	BLANKET- COUNSELING- HR	300.00
						Total :	**600.00**
183428	10/9/2015	02593	DAILY JOURNAL CORP.	B2790120	2016-0332	BLANKET- ADVERTISING- CTY CLR	237.60
				B2794388	2016-0332	BLANKET- ADVERTISING- CTY CLR	81.40

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183428	10/9/2015	02593 02593 DAILY JOURNAL CORP.	(Continued)		Total :	319.00
183429	10/9/2015	01186 DAVIDSONS AIR CONDITIONING	39414	2016-0129	BLANKET- A/C & HEATER SERVICE	225.00
			39626	2016-0129	BLANKET- A/C & HEATER SERVICE	3,500.00
					Total :	3,725.00
183430	10/9/2015	20776 DIAZ, GIL	FIREOPENHOUSE	2016-0956	DJ BY GIL DIAZ TO INCLUDE JUMPI	300.00
					Total :	300.00
183431	10/9/2015	21029 DNA NUTRITION	422387	2016-0443	BLANKET- RESALE SNACK BAR ITE	552.75
					Total :	552.75
183432	10/9/2015	15793 ERMITANO, TERRE P.	092015		SEP 2015 MILEAGE	21.73
					Total :	21.73
183433	10/9/2015	01162 ESTVANDER, DALE ZOLTEN	PLAN		SEP 30 2015 COMMISSIONERS COI	40.00
					Total :	40.00
183434	10/9/2015	07707 FEDEX	517186564	2016-0143	BLANKET- FEDEX- HR/ RIDESHARE	54.13
					Total :	54.13
183435	10/9/2015	31762 FLYERS ENERGY LLC	15141315	2016-0151	BLANKET - FUEL - FIRE	1,894.75
					Total :	1,894.75
183436	10/9/2015	14068 FUN EXPRESS	244S03		CONSIGNMENT SETTLEMENT #244	90.00
					Total :	90.00
183437	10/9/2015	18727 GIBBY, THOMAS E.	34050	2016-0313	BLANKET- BACKGROUNDS- POLIC	2,400.00
					Total :	2,400.00
183438	10/9/2015	21417 GONZALEZ, FRANK NAVOR	PLAN		SEP 30 2015 COMMISSIONERS CC	40.00
					Total :	40.00
183439	10/9/2015	31683 GOVERNMENT STAFFING SERVICES	125941	2016-0586	TEMPORARY STAFFING SERVICES	1,382.50
					Total :	1,382.50
183440	10/9/2015	17912 GRANICUS, INC.	65514	2016-0917	ANNUAL- WEBSTREAMING MAINT-	100.00
			65515	2016-0917	ANNUAL- WEBSTREAMING MAINT-	2,283.85
			66543	2016-0917	ANNUAL- WEBSTREAMING MAINT-	2,283.85

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183440	10/9/2015	17912 GRANICUS, INC.	(Continued)			
			66795	2016-0917	ANNUAL- WEBSTREAMING MAINT-	100.00
			67233	2016-0917	ANNUAL- WEBSTREAMING MAINT-	100.00
			67605	2016-0917	ANNUAL- WEBSTREAMING MAINT-	2,283.85
			68604	2016-0917	ANNUAL- WEBSTREAMING MAINT-	100.00
			69002	2016-0917	ANNUAL- WEBSTREAMING MAINT-	2,283.85
					Total :	**9,535.40**
183441	10/9/2015	32127 GRAPHIC PRINTSOURCE	0553045277	2016-0963	DS WOMEN'S PORT AUTHORITY 3/	294.02
					Total :	**294.02**
183442	10/9/2015	01066 GRAYBAR ELECTRIC CO. INC.	981318573	2016-0314	BLANKET- PARTS & REPAIRS- PW	615.47
					Total :	**615.47**
183443	10/9/2015	15764 GREGORY, VICTOR	09202015		ADVANCE DISABILITY PMT SEP 20-	1,483.64
					Total :	**1,483.64**
183444	10/9/2015	21209 GT IMPRINTS	1380	2016-0970	OPEN HOUSE T-SHIRTS FOR 2015	448.80
					Total :	**448.80**
183445	10/9/2015	21612 GUTIERREZ, CRISTIAN	092015		SEP 2015 MILEAGE	32.57
					Total :	**32.57**
183446	10/9/2015	18476 GUTIERREZ, JERRY	PLAN		SEP 30 2015 COMMISSIONERS C(	50.00
					Total :	**50.00**
183447	10/9/2015	31013 IMAGETECH MARKETING	1527128	2016-0510	PASSPORT SUPPLIES	1,177.00
					Total :	**1,177.00**
183448	10/9/2015	32087 INLAND CONTRACTORS INC	15103AL	2016-0773	ASBESTOS AND LEAD BASE REMC	7,915.00
					Total :	**7,915.00**
183449	10/9/2015	13485 INLAND EMPIRE TOURS	45592	2016-0425	SOLVANG EXCURSION TRANSPOR	1,385.50
					Total :	**1,385.50**
183450	10/9/2015	03797 INLAND OVERHEAD DOOR CO.	39210	2016-0184	BLANKET- DOOR REPAIR- PW	330.75
					Total :	**330.75**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183451	10/9/2015	15435 INLAND PRESORT & MAILING SERV.	20152788	2016-0335	BLANKET- MAIL PROCESSING- PUI	33.19
					Total :	**33.19**
183452	10/9/2015	02950 INTERNAL CONTROL	10772	2016-0947	PRE-EMPLOYMENT POLYGRAPHS	840.00
					Total :	**840.00**
183453	10/9/2015	02942 INTOXIMETERS	510747	2016-0905	TRAFFIC - REPAIR	368.68
					Total :	**368.68**
183454	10/9/2015	00947 JOHNSONS HARDWARE	512083	2016-0372	BLANKET- MATERIALS & SUPPLIES	8.75
			512087	2016-0177	BLANKET- MATERIALS & SUPPLIES	59.98
			512096	2016-0372	BLANKET- MATERIALS & SUPPLIES	5.82
			512098	2016-0177	BLANKET- MATERIALS & SUPPLIES	114.52
			512102	2016-0372	BLANKET- MATERIALS & SUPPLIES	66.85
			512107	2016-0177	BLANKET- MATERIALS & SUPPLIES	45.94
					Total :	**301.86**
183455	10/9/2015	00388 JOHNSTONE SUPPLY	065365	2016-0179	BLANKET- MATERIALS & SUPPLIES	1,220.80
					Total :	**1,220.80**
183456	10/9/2015	19341 KCALS OFFICIALS	10022015	2016-0602	BLANKET- REFEREES-REC	300.00
			10032015	2016-0602	BLANKET- REFEREES-REC	1,750.00
					Total :	**2,050.00**
183457	10/9/2015	15599 KONICA MINOLTA BUSINESS	235392014	2016-0032	ANNUAL- COPIER MAINT- PW	71.66
			235686420	2016-0033	ANNUAL- COPIER LEASE- PW	266.88
			235823341	2016-0032	ANNUAL- COPIER MAINT- PW	171.18
					Total :	**509.72**
183458	10/9/2015	15599 KONICA MINOLTA BUSINESS	287850051	2016-0034	ANNUAL- COPIER LEASE- HR	250.56
			287850242	2016-0031	ANNUAL- COPIER LEASE- FIRE	263.98
			288112840	2016-0374	ANNUAL- COPIER LEASE- REC ADI	263.98
					Total :	**778.52**
183459	10/9/2015	03161 LAW ENFORCEMENT MEDICAL SERV.	11751	2016-0384	BLANKET- NURSING SERVICES- PI	3,235.00
					Total :	**3,235.00**
183460	10/9/2015	00547 LIFE ASSIST, INC.	726232	2016-0354	BLANKET- EMERGENCY MEDS- FIF	815.40

Bank code : gen

Voucher	Date	Vendor		Invoice	PO #	Description/Account/Project #	Amount
183460	10/9/2015	00547	00547 LIFE ASSIST, INC.	(Continued)		**Total :**	**815.40**
183461	10/9/2015	00939	LINCOLN EQUIPMENT, INC.,	SI276501	2016-0319	BLANKET- POOL CHEMICALS- PW	1,612.02
						Total :	**1,612.02**
183462	10/9/2015	02208	LOCKWOOD ENGINEERING	101434	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	2,856.00
				101457	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	24,600.00
				101459	2016-0648	BLANKET- ON CALL CIVIL ENG-CIP	4,400.00
				101461	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	11,700.00
				101462	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	19,325.00
				101463	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	1,300.00
				101464	2016-0647	BLANKET-ON CALL CIVIL ENG PLAI	6,712.50
						Total :	**70,893.50**
183463	10/9/2015	03553	MARYGOLD MUTUAL WATER CO.	00003136		WATER BILL 000097-00	255.38
						Total :	**255.38**
183464	10/9/2015	18137	MERRILL, LYNN C.	FY162	2016-0650	ANNUAL-NPDES TECHNICAL CONS	8,963.92
						Total :	**8,963.92**
183465	10/9/2015	18101	MOORE IACOFANO GOLTSMAN INC.	0041530	2015-2119	PEER REVIEW OF EIR	3,437.50
						Total :	**3,437.50**
183466	10/9/2015	32135	MORA, GRISELDA	2002567001		REFUND DAMAGE DEPOSIT SR.CT	550.00
						Total :	**550.00**
183467	10/9/2015	19368	MUNICIPAL CODE CORPORATION	00259008	2016-0339	BLANKET- MUNI CODE SUPPLEME	650.00
						Total :	**650.00**
183468	10/9/2015	31416	NASSCO DEVELOPMENT INC.	20	2016-0203	BLANKET- CAR WASH- PW VARIOU	709.00
						Total :	**709.00**
183469	10/9/2015	01378	NATIONAL GYM SUPPLY INC	SI8188970	2016-0446	BLANKET- FITNESS SUPPLIES- RE	352.94
						Total :	**352.94**
183470	10/9/2015	19075	NATIONAL RECOVERY AGENCY	172298		ACCT#004953-1 AUG 2015 COLL CO	1,082.75
				172299		ACCT#004953-1 AUG 2015 COLL CO	135.60

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183470	10/9/2015	19075 19075 NATIONAL RECOVERY AGENCY (Continued)			**Total :**	**1,218.35**
183471	10/9/2015	00003 OFFICE DEPOT	795431211001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	37.98
			795431408001	2016-0210	BLANKET- OFFICE SUPPLIES- DEV	49.85
			795578613001	2016-0341	BLANKET- OFFICE SUPPLIES- CIT	78.18
			796241331001	2016-0208	BLANKET - OFFICE DEPOT - PD	9.71
			796454304001	2016-0214	BLANKET- OFFICE SUPPLIES- PW I	117.15
					Total :	**292.87**
183472	10/9/2015	17541 PADILLA, DAVID	10192015		PER DIEM OCT 19-21 2015 PERISH.	45.00
					Total :	**45.00**
183473	10/9/2015	01592 PARKHOUSE TIRES INC.	2010436583	2016-0217	BLANKET- SERVICE & TIRES- FIRE	2,884.55
			2010437827	2016-0342	BLANKET- SERVICE & TIRES- VARI	2,458.02
			2010438459	2016-0342	BLANKET- SERVICE & TIRES- VARI	811.82
					Total :	**6,154.39**
183474	10/9/2015	13595 PEUKERT, JOHN	PLAN		SEP 30 2015 COMMISSIONERS CC	40.00
					Total :	**40.00**
183475	10/9/2015	32111 PMAM CORPORATION	20150929	2016-0899	BLANKET- ALARM BILLING- PD	74.18
					Total :	**74.18**
183476	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107212	2016-0358	CUST 1281606 LINENS- FIRE	65.83
			22114962	2016-0358	CUST 1281606 LINENS- FIRE	65.83
			22122071	2016-0358	CUST 1281606 LINENS- FIRE	65.83
					Total :	**197.49**
183477	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107204	2016-0410	CUST 1299900 LINENS - FLEET-MA	44.10
			22107205	2016-0410	CUST 1299900 LINENS - FLEET-MA	53.26
			22107206	2016-0410	CUST 1299900 LINENS - FLEET-MA	29.11
			22107207	2016-0410	CUST 1299900 LINENS - FLEET-MA	28.27
			22107209	2016-0410	CUST 1299900 LINENS - FLEET-MA	24.30
			22110258	2016-0410	CUST 1299900 LINENS - FLEET-MA	49.63
			22110260	2016-0410	CUST 1299900 LINENS - FLEET-MA	55.83
			22110261	2016-0410	CUST 1299900 LINENS - FLEET-MA	29.11
			22110262	2016-0410	CUST 1299900 LINENS - FLEET-MA	28.27
			22110264	2016-0410	CUST 1299900 LINENS - FLEET-MA	24.30

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183477	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22114954	2016-0410	CUST 1299900 LINENS - FLEET-MA	49.63
			22114955	2016-0410	CUST 1299900 LINENS - FLEET-MA	56.49
			22114956	2016-0410	CUST 1299900 LINENS - FLEET-MA	29.11
			22114957	2016-0410	CUST 1299900 LINENS - FLEET-MA	28.27
			22114959	2016-0410	CUST 1299900 LINENS - FLEET-MA	24.30
			22118487	2016-0410	CUST 1299900 LINENS - FLEET-MA	49.63
			22118488	2016-0410	CUST 1299900 LINENS - FLEET-MA	56.49
			22118489	2016-0410	CUST 1299900 LINENS - FLEET-MA	29.11
			22118490	2016-0410	CUST 1299900 LINENS - FLEET-MA	28.27
			22118492	2016-0410	CUST 1299900 LINENS - FLEET-MA	24.30
			22122063	2016-0410	CUST 1299900 LINENS - FLEET-MA	49.63
			22122064	2016-0410	CUST 1299900 LINENS - FLEET-MA	56.49
			22122065	2016-0410	CUST 1299900 LINENS - FLEET-MA	29.11
			22122066	2016-0410	CUST 1299900 LINENS - FLEET-MA	28.27
			22122068	2016-0410	CUST 1299900 LINENS - FLEET-MA	24.30
					Total :	**929.58**
183478	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107208	2016-0410	CUST 1281600 MATS- FLEET	44.58
			22110263	2016-0410	CUST 1281600 MATS- FLEET	44.58
			22114958	2016-0410	CUST 1281600 MATS- FLEET	44.58
			22118491	2016-0410	CUST 1281600 MATS- FLEET	44.58
			22122067	2016-0410	CUST 1281600 MATS- FLEET	44.58
					Total :	**222.90**
183479	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22118496	2016-0495	CUST 1281604 MATS - TOWELS- RE	23.89
					Total :	**23.89**
183480	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107201	2016-0410	CUST 1281607 MATS- PW 335 W RI	19.83
			22110255	2016-0410	CUST 1281607 MATS- PW 335 W RI	19.83
			22114951	2016-0410	CUST 1281607 MATS- PW 335 W RI	19.83
			22118484	2016-0410	CUST 1281607 MATS- PW 335 W RI	19.83
			22122060	2016-0410	CUST 1281607 MATS- PW 335 W RI	19.83
					Total :	**99.15**
183481	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107203	2016-0410	CUST 1281603 MATS- M & O BLDG	19.63
			22110257	2016-0410	CUST 1281603 MATS- M & O BLDG	19.63

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183481	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			22114953	2016-0410	CUST 1281603 MATS- M & O BLDG	19.63
			22118486	2016-0410	CUST 1281603 MATS- M & O BLDG	19.63
			22122062	2016-0410	CUST 1281603 MATS- M & O BLDG	19.63
					Total :	**98.15**
183482	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107213	2016-0356	CUST 1281605 MATS- PLANNING	18.33
			22110267	2016-0356	CUST 1281605 MATS- PLANNING	18.33
			22114963	2016-0356	CUST 1281605 MATS- PLANNING	18.33
			22118494	2016-0356	CUST 1281605 MATS- PLANNING	18.33
			22122072	2016-0356	CUST 1281605 MATS- PLANNING	18.33
					Total :	**91.65**
183483	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107214	2016-0359	CUST 1281601 MATS CITY HALL	18.33
			22110268	2016-0359	CUST 1281601 MATS CITY HALL	18.33
			22114964	2016-0359	CUST 1281601 MATS CITY HALL	18.33
			22118495	2016-0359	CUST 1281601 MATS CITY HALL	18.33
			22122073	2016-0359	CUST 1281601 MATS CITY HALL	18.33
					Total :	**91.65**
183484	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107211	2016-0357	CUST 1281602 MATS- POLICE DEP	15.33
			22110266	2016-0357	CUST 1281602 MATS- POLICE DEP	15.33
			22114961	2016-0357	CUST 1281602 MATS- POLICE DEP	15.33
			22118493	2016-0357	CUST 1281602 MATS- POLICE DEP	15.33
			22122070	2016-0357	CUST 1281602 MATS- POLICE DEP	15.33
					Total :	**76.65**
183485	10/9/2015	00243 PRUDENTIAL OVERALL SUPPLY	22107202	2016-0410	CUST 1299901 MATS - PW BREAK F	14.20
			22110256	2016-0410	CUST 1299901 MATS - PW BREAK F	14.20
			22114952	2016-0410	CUST 1299901 MATS - PW BREAK F	14.20
			22118485	2016-0410	CUST 1299901 MATS - PW BREAK F	14.20
			22122061	2016-0410	CUST 1299901 MATS - PW BREAK F	14.20
					Total :	**71.00**
183486	10/9/2015	01974 PUBLIC EMPLOYEES RET.SYS.(MED)	102015		GROUP MEDICAL PREM OCT 2015	113,314.63
					Total :	**113,314.63**
183487	10/9/2015	15141 RANCHO RIALTO M.H. ESTATES	072015		JUL 2015 REFUND UUT	95.25

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183487	10/9/2015	15141 RANCHO RIALTO M.H. ESTATES	(Continued)			
			082015		AUG 2015 REFUND UUT	103.16
			092015		SEP 2015 REFUND UUT	102.50
					Total :	**300.91**
183488	10/9/2015	32103 RIALTO CHILD ASSISTANCE	2	2016-0846	ANNUAL - RIALTO CHILD ASSISTAN	263.81
					cb1610-04	
					Total :	**263.81**
183489	10/9/2015	21302 RIALTO WATER SERVICES	CYCLE1		CYCLE 1 WATER BILLS	10,840.35
					000935-00	
					000935-00	
					000071-00	
					000084-00	
					Total :	**10,840.35**
183490	10/9/2015	21302 RIALTO WATER SERVICES	051006001		WATER RDA 1455 N LINDEN	80.32
					110701-02	
			051006501		WATER RDA 1471 N LINDEN	80.32
					110701-02	
					Total :	**160.64**
183491	10/9/2015	31873 ROSAS, DANIEL	092015		SEP 2015 MILEAGE	13.11
					Total :	**13.11**
183492	10/9/2015	03117 ROTO ROOTER	IE266170	2016-0238	BLANKET- PLUMBING SERVICE- PV	392.48
					Total :	**392.48**
183493	10/9/2015	10909 SAMS CLUB DIRECT	000000	2016-0802	IT/ADMINISTRATION - BINS	168.00
			007356	2016-0448	BLANKET- FOOD & SUPPLIES- REC	28.44
					Total :	**196.44**
183494	10/9/2015	02156 SAN BRDO CO. ASSESSOR	106713	2016-0243	BLANKET- PIMS ACCESS- DEV SVC	123.25
					Total :	**123.25**
183495	10/9/2015	00529 SHARP EXTERMINATOR CO.	100130	2016-0059	ANNUAL- PEST CONTROL- PW	715.00

Bank code : gen

Voucher	Date	Vendor		Invoice	PO #	Description/Account/Project #	Amount
183495	10/9/2015	00529	00529 SHARP EXTERMINATOR CO.	(Continued)		**Total :**	**715.00**
183496	10/9/2015	31863	SKRATCH LABS	21045	2016-0950	SKRATCHER HYDRATION DRINKS	524.61
						Total :	**524.61**
183497	10/9/2015	03644	SMART & FINAL	118727	2016-0449	BLANKET- FOOD & SUPPLIES- RIDI	124.71
						Total :	**124.71**
183498	10/9/2015	03131	SOUTHERN CA. EDISON CO.	2032929432		SUMMARY ELECT.BILL	69,738.18
						000935-00	
						000936-00	
						003008-00	
						003011-00	
						003004-00	
						003005-00	
						003006-00	
						003007-00	
						003013-00	
				2228208732		SUMMARY ELECTRIC BILL ~	74.79
				2327445854		521 W RIALTO AVE	157.70
				2357720838		228 E EASTON	64.76
						100704-15	
				2373249770		189 N LINDEN AL-2 & TC-1	130.45
						Total :	**70,165.88**
183499	10/9/2015	21067	THE LEAVEN	1	2016-0848	ANNUAL - THE LEAVEN- CDBG	807.28
						cb1630-04	
						Total :	**807.28**
183500	10/9/2015	09856	TIME WARNER CABLE	8448400600160787		CABLE ACCESS OCT 1-31	185.74
				8448400600614296		CABLE ACCESS SEP 23-OCT 22	104.11
				8448400600949940		CABLE ACCESS SEP 30-OCT 29	124.65
						Total :	**414.50**
183501	10/9/2015	00913	TWINE, ALPHONSO HERNANDAZ	PLAN		SEP 30 2015 COMMISSIONERS CC	40.00
						Total :	**40.00**
183502	10/9/2015	16103	URIMAGE	8448	2016-0346	BLANKET- MISC PRINTING- CITY CI	51.30

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183502	10/9/2015	16103 URIMAGE	(Continued)			
			8586	2016-0769	TRAFFIC/PATROL - 72 HOURS PARI	1,042.20
			8590	2016-0885	COLLEGE FAIR FLYER (GLOSSY, IN	128.52
					Total :	**1,222.02**
183503	10/9/2015	17176 VAL VERDE GRAPHICS	J1406	2016-0748	FIT4KIDS T-SHIRTS FOR REGULAR	581.00
					Total :	**581.00**
183504	10/9/2015	10250 VERIZON	37246265700001		CELL SERVICE AUG 24-SEP 23 201	2,505.72
					Total :	**2,505.72**
183505	10/9/2015	13379 VIOLA, JOSEPH	10192015		PER DIEM OCT 19-21 2015 PERISH	45.00
					Total :	**45.00**
183506	10/9/2015	01247 VULCAN MATERIALS	70907389	2016-0396	BLANKET- ASPHALT & BASE- PW M	116.36
			70911652	2016-0396	BLANKET- ASPHALT & BASE- PW M	120.44
					Total :	**236.80**
183507	10/9/2015	02047 WAL MART STORES, INC.	09192015	2016-0964	PRIZES FOR THE WINNERS OF TH	600.00
					Total :	**600.00**
183508	10/9/2015	18341 WEST COAST LIGHTS & SIRENS	12098	2016-0283	BLANKET- PARTS & REPAIR- POLIC	732.97
					Total :	**732.97**
183509	10/9/2015	03545 WEST VALLEY WATER DIST.	15032354		N OF EASTON/W IDYLWD 000110-00	77.37
			1851918690		N/W BRIERWOOD & RANDALL 000038-00	47.98
			1859718766		SPRUCE/FROMER 000020-00	611.89
			1913719276		S LARCH/HUFF PKWY 000074-00	159.02
			1985319958		INNER RIVERSIDE PAR 000034-00	1,005.26
			2080720872		PKWY MTR TR#9 000007-00	349.99
			2093320992		RIVERSIDE PARK -1 WAY 000052-00	243.03

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183509	10/9/2015	03545 WEST VALLEY WATER DIST.	(Continued)			
			2107921128		PKWY TR 13368 000059-00 000067-00	136.77
			2124921288		N CACTUS PARK - TR WY 000043-00	125.27
			2131721350		CACTUS/ORANGE PKWY 000007-00	266.50
			2131921352		RIVERSIDE AVE/PARKW 000025-00	236.14
			2255522536		CEDAR & HAWTHORNE 000030-00	194.44
			2271122680		PKWY-CEDAR/WOODCREST 000055-00	55.01
			2273322702		CEDAR/MIRA-ANNEX 55 000055-00	26.47
			2298322936		RANDALL/W OF LARCH 000041-00	171.67
			2309723042		LANDSCAPE ON CEDAR 000009-00	311.34
			2321123148		PARK-CHURCH/RAND WY 000054-00	45.85
			2321323150		PARK-N/RANDALL WY 000041-00	109.57
			2351723444		ANNEX S44:LARCH/MERRILL 000044-00	88.87
			2357523502		CEDAR/MERRILL PKWY 000083-00	209.62
			2690926696		PARK-CEDAR/ORCHA WY 000044-00	143.67
			9391816		WALNUT-CACTUS PKWY 000033-00	98.07
					Total :	**4,713.80**
183510	10/9/2015	01862 WHITE NELSON DIEHL EVANS LLP	REGISTRATION		REGISTRATION GOVT. TAX SEMIN/	825.00
					Total :	**825.00**

Bank code : gen

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
183511	10/9/2015	21294 WRIGHT, STEVEN J	10192015		PER DIEM OCT 19-21 2015 PERISH.	45.00
					Total :	**45.00**
183512	10/9/2015	19202 WURTH USA INC.	95130966	2016-0288	BLANKET- HARDWARE & SUPPLIES	0.00
			95151709	2016-0288	BLANKET- HARDWARE & SUPPLIES	26.00
			95152591	2016-0288	BLANKET- HARDWARE & SUPPLIES	303.89
			95152592	2016-0288	BLANKET- HARDWARE & SUPPLIES	246.87
					Total :	**576.76**
183513	10/9/2015	01307 XEROX CORP.	081326562	2016-0401	ANNUAL- XEROX MAINT- PD NARC	83.58
			081571231	2016-0404	ANNUAL- XEROX MAINT- FINANCE	349.26
					Total :	**432.84**
183514	10/9/2015	31159 XGRAPHIX LLC	14187BALANCEDUE	2016-0901	VECTORIZED ARTWORK FOR RFD	75.00
					Total :	**75.00**
183515	10/9/2015	18223 ZOLL MEDICAL CORP.	2288004	2016-0295	BLANKET- MED SUPPLIES- FIRE	1,154.25
			2289267	2016-0295	BLANKET- MED SUPPLIES- FIRE	490.05
					Total :	**1,644.30**

110 Vouchers for bank code : gen **Bank total :** **438,704.11**

Bank code : rsa

Voucher	Date	Vendor	Invoice	PO #	Description/Account/Project #	Amount
18816	10/9/2015	32068 AARON GARDNER APPRAISER INC.	TB012	2016-0954	APPRAISAL SERVICES	2,000.00
					Total :	**2,000.00**
18817	10/9/2015	15108 BOZ ENTERPRISES INC.	024020160	2015-1987	APPRAISAL SERVICES FOR SUCCE	2,000.00
					Total :	**2,000.00**

2 Vouchers for bank code : rsa **Bank total :** **4,000.00**

112 Vouchers in this report **Total vouchers :** **442,704.11**

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-735	Version:	1	Name:	C.1
Type:	Minutes			Status:	Consent Calendar
File created:	10/6/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Regular City Council Meeting - September 22, 2015				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	September 22, 2015				

Date	Ver.	Action By	Action	Result

Regular City Council Meeting - September 22, 2015

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REGULAR MEETING
of the
CITY OF RIALTO
CITY COUNCIL
City of Rialto, acting as Successor Agency to the Redevelopment Agency
RIALTO UTILITIES AUTHORITY

MINUTES
September 22, 2015

A regular meeting of the City Council of the City of Rialto was held in the City Council Chambers located at 150 South Palm Avenue, Rialto, California 92376, on Tuesday, September 22, 2015.

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This meeting was called by the presiding officer of the Rialto City Council in accordance with the provisions of Government Code §54956 of the State of California.

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CALL TO ORDER

Mayor Robertson called the meeting to order at 5:02 p.m.

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The roll was called and the following were present: Mayor Deborah Robertson, Council Members Ed Scott, and Shawn O'Connell. Also present were City Administrator Michael Story, City Attorney Eric Dunn and City Clerk Barbara McGee. Council Member Ed Palmer was absent.

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CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation: The city council will discuss the following pending litigation (s) pursuant to Government Code Section 54956.9 (d)(1):

(a) City of Colton V. American Promotional Events, Inc. et. al.
CD Cal Case No. ED CV 09-01864 PSG (SSx) and consolidated cases.

(b) City of Rialto v. San Gabriel Valley Water Co.
S.B. Superior Court Case No. CIVDS1512045

(c) Laurie Ruiz v. City of Rialto
S.B. Superior Court Case No. CVIDS1006829

(d) Victor Gregory v. City of Rialto
WCAB CR-03-010003, CR-11-000006, CR-14-005044,CR-14-005038

CLOSED SESSION

2. Conference with Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to paragraph (2) of Subdivision (d) of Government Code Section 54956.9. Number of cases: One case.

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Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to go into Closed Session at 5:03 pm. City Council returned at 5:46 pm. Council Member Palmer was absent.

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CALL TO ORDER

Mayor Robertson called the meeting to order at 6:04 p.m.

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The roll was called and the following were present: Mayor Deborah Robertson, Council Members Ed Scott, Ed Palmer and Shawn O'Connell. Also present were City Administrator Michael Story, City Clerk Barbara McGee and City Attorney Fred Galante. Mayor Pro Tem Joe Baca Jr. was absent.

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Pledge of Allegiance and Invocation

Council Member Shawn O'Connell led the pledge of allegiance and Pastor Rick Whited, Calvary Chapel Rialto gave the Invocation.

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City Attorney's Report on Closed Session

City Attorney Galante stated that City Council met in Closed Session and discussed the one item listed under Closed Session on the Agenda.

1a. Existing Litigation, City of Colton V. American Promotional Events, Inc. et. al. City Council was briefed on the status and no further reportable action was taken.

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PRESENTATIONS AND PROCLAMATIONS

1 Presentation-Park Field Usage Update-Community Services Director Perry Brents

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Mayor Pro Tem Baca Jr. ask what happens when a new group comes around and wants to use the fields? What is the process for them?

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Mr. Brents stated right now they don't have a policy that addresses that. The commission is developing a policy. Some of the issues and concerns with that is they have priority groups, non-profit versus profit. When it comes to Rialto Youth they take priority regardless of which program they are in. The issue here is looking for a percentage. If they have 75% Rialto Youth they get a priority. If they are non-profit they get a priority. If they are profit they don't get the priority but they still have to look at the residents of Rialto on those teams. They will make a decision based on that. They haven't addressed all the concerns just yet they have to finish up the fundamentals of the basic package to present in November.

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PRESENTATIONS AND PROCLAMATIONS

Mayor Pro Tem Baca Jr. stated that is one of the challenges they have is, if someone wants to play pick-up soccer and not part of ay league or organization. And no one has the field reserved. They are public parks, do they start chasing people off? How do they stop someone? Or do they gate it and charge? How do they stop someone from using it when it's not in use? Is that an issue?

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Mr. Brents stated that it seems to have been an issue a couple of weeks ago and how to address that is monitoring.

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Mayor Pro Tem Baca Jr. stated are they going to pay people to watch and be on park patrol? He doesn't want to see police officers stopping at the parks, they have more pressing issues. He knows that there has to be a level of trust, but how do they stop people? Are people allowed to use it? Suppose the average person wants to play soccer or baseball or football with family.

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Mr. Brents stated yes the parks are public and families are allowed to use the parks, but groups are not allowed to use it. If they have a large group that wants to use the park, they still have to be permitted through the community services department. How do they attack the other part of that, City Council will have to make that decision in November. They will bring as much information as they possibly can for them to make a decision on what their priorities are going to be from a policy standpoint. From the recreation side, there are rules in place they have currently but there is not enough teeth in them.

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Mayor Pro Tem Baca Jr. stated that they need to look at some point in time at expanding their parks. He knows that Frisbie Park, Ferguson Park, Birdsall Park has a design for expansion, has a design for expansion and they are looking at Cactus/Randall. Some have plans in place which haven't been updated in years. At some point they need to look at securing more parks. He doesn't want to get into petty fights and people come in and complain in Council Meetings over small petty things. Residents would have the opportunity to use the parks, but he doesn't think they have the supply to meet the demand right now.

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Council Member O'Connell stated that agrees but the responsibility rests with them. They have 50% less parks and heard the talk of expanding parks which he agrees but they also need to be creative. When they expand parks they also have to look at the budget. If they expand a park and overrun the budget significantly, that limits their ability to expand additional parks.

PRESENTATIONS AND PROCLAMATIONS

Council Member O'Connell stated a resident of a local church had a creative idea, the church has approximately 1.5 acres and they are willing, preliminary at this point to donate the acreage to the city for a period of 10 years, allowing the City to turn it into 2 or 3 fields for soccer. That is very creative, this is how they can maybe put out there and come up with a solution.

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Council Member Scott stated that he is disappointed that this is not a TAB item. He doesn't think it's appropriate to speak on a presentation. He will withhold his comments.

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Mayor Pro Tem Baca Jr. stated that they have the acreage and if people could donate acres. But it comes down to the maintenance costs of the parks. As revenues continue to grow and things get better with the City, hopefully at some point in time they make it a priority to reinvest back into the community because the residents deserve it.

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Mayor Robertson stated that hopefully when it come back that it's a TAB item in November with greater detail. When they bring it back, she would like information regarding the rental fee and possible recommendations. She would like to see comparisons from the region on what are the going rates.

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Mike Story, City Administrator stated that he wanted to bring it back as a presentation to show where they are at because there were a lot of questions and information they wanted to clarify about field usage. The intent is to continue to work with the commission and bring it back for action.

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Presentation – 2014 Cable Commission Annual Report Chairperson Roy Mason

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Proclamation-Fire Prevention Week-Mayor Deborah Robertson

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ORAL COMMUNICATIONS

Rafael Trujillo, recently appointed to the West Valley Water District. He would like to continue the partnership with the City and find other ways to collaborate on projects that benefit the residents.

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June Hayes, expressed her concerns regarding lack of responses from Council Members when residents spoke under Oral Communications. She wishes City Council would do something to avoid the appearance of hit and miss response and adopt a more consistent approach when it comes to Oral Communications.

ORAL COMMUNICATIONS

Council Member Scott stated that he agrees.

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Mayor Pro Tem Baca Jr. stated that Commissioner Hayes brings up a good point. One of the things they have to do is when the public comes up to speak is that the City Administrator give direction and make sure they do everything they can to accommodate. Clearly, they can't solve and answer everybody's question but at least to accommodate and look for solutions. Another thing they don't want this bantering back and forth publically. He appreciates Commissioner Hayes bringing up that point. He knows people are scared of the Brown Act and responding but at the same time they want to provide good customer service to the residents.

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City Administrator Story stated that he needs to defer to the City Attorney with a lot of that stuff. He wants to make sure they follow all the requirements to be able to do that. He can respond and if direction to the public is that staff will follow up with it, then he will prepare something next week if that is the direction of the City Council. He will be happy to do that to keep City Council out of any decision making so they can provide some direction.

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Removing or Continuing Items

Council Member O'Connell would like to comment on Item D.2.

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CONSENT CALENDAR

A. WAIVE FULL READING OF ORDINANCES

1. Waive reading in full, all ordinances considered at this meeting.

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B. APPROVAL OF WARRANT RESOLUTIONS

B.1 Resolution No. 10 (09/11/15)
B.2 Resolution No. 11 (09/18/15)

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C. APPROVAL OF MINUTES

C.1 Regular City Council Meeting – September 8, 2015

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D. MISCELANEOUS

D.1 Request City Council to Approve Encroachment License Agreement No. 15-01 with Emhart Industries Inc. for Installation of Private Water Line Facilities in Ayala Drive and the Miro Way Street and/or Utility Corridor.

D.2 Request City Council to Adopt Resolution No. 6827, Approving an Extraterritorial Wastewater Service Agreement with JBM, LLC for the Multi-Unit Commercial site located at 18790 Valley Boulevard, Bloomington, CA.

CONSENT CALENDAR

D.3 Request City Council to (1) Approve Resolution No. 6828 to waive permit and plan check fees for GRID Alternative applicants for small rooftop residential solar systems; and (2) to continue collecting permit and plan check fees for small rooftop residential solar systems from all other applicants.

D.4 Request City Council to Award a Construction Contract to J. Kim Electric, Inc., a California corporation, in the amount of $15,000 for the Civic Center Electrical Power Upgrade Project, City Project No. 150203.

D.5 Request City Council to Receive and File the Statement of Income and Expenses related to Airport Escrow Account for August 2015.

D.6 Request City Council to Receive and File the Statement of Income and Expenses related to the Miro Way and Alder Avenue Escrow Accounts for August 2015.

D.7 Request City Council to Accept the Underground Storage Tank (UST) Removal Project at the former Rialto Airport, (Project No. 130704-45); Authorize Filing of the Notice of Completion to Tafoya and Associates, Inc.

D.8 Request Rialto Utility Authority to Approve a Purchase Order in the Amount of $15,854.00 with Lockwood Engineering for Land Survey Services Related to the Wastewater Treatment Plant.

D.9 Request City Council to Approve the Construction Plans and Contract Specifications to Authorize the Release of Request for Bids No. 15-094 for the Ayala Drive Widening, City Project No. 090804.

D.10 Request City Council to Adopt on second reading of Ordinance No. 1562, entitled "AN ORDINANCE OF THE CITY OF RIALTO TO AMEND THE MUNICIPAL CODE BY ADDING CHAPTER 15.05 TO PROVIDE FOR AN EXPEDITED STREAMLINED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS"

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CONSENT CALENDAR

Council Member O'Connell stated that this involves an Extraterritorial Wastewater Services Agreement with a commercial site. It's someone who wants to connect to their wastewater and they don't belong in the service area. The reason he brings this up is because 2-3 years ago there were issues involving people who ended up hooking up into their wastewater, getting the benefit from their service and then turn around and try to sue them. They would then have to defend the action that would cost the citizens more money. He appreciates and checking with staff that in this contract and going forward they make sure they button up the legalese so that they no longer open themselves up to the legal ramifications or costs. When they extend this service to people for the benefit of themselves so he thanked staff and the City Attorney for addressing this and staying on top of it.

CONSENT CALENDAR

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to approve the Consent Calendar. Council Member Palmer was absent.

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TAB 1 – Conditional Development Permit No. 769 – Type 21 (Off-Sale General) liquor license

Robb Steel, Development Services Director stated they have a request to continue the public hearing from the applicant until the October 13, 2015 City Council Meeting.

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Assistant City Attorney Dunn stated that the appropriate thing to do is open the public hearing, ask for comments and continue the public hearing to a date specified.

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Mayor Robertson declared the public hearing open. No one came forward.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to continue the public hearing until the October 13th City Council Meeting. Council Member Palmer was absent.

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TAB 2 – Development Agreement – Warehouse Distribution Facility

Robb Steel, Development Services Director stated that this is a request to continue the public hearing until the October 13th City Council Meeting. Council Member Palmer was absent.

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Mayor Robertson declared the public hearing open. No one came forward.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to continue the public hearing until the October 13th City Council Meeting. Council Member Palmer was absent.

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TAB 3 – MOU with Rialto Fire Management Association Bargaining Unit (RFMA)

George Harris, Administrative Services Director presented the staff report regarding the Memorandum of Understanding (MOU) Between the City of Rialto and the Rialto Fire Management Association Bargaining (RFMA) Unit.

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TAB 3 – MOU with Rialto Fire Management Association Bargaining Unit (RFMA)

Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by unanimous vote to Approve Memorandum of Understanding (MOU) Between the City of Rialto and the Rialto Fire Management Association Bargaining (RFMA) Unit for Changes to be Effective from July 1, 2015 through June 30, 2016. Council Member Palmer was absent.

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TAB 4 – Recognized Obligation Payment Schedule

Robb Steel, Development Services Director presented the staff report regarding the Recognized Obligation Payment Schedule known as ROPS 15-16B for the period of January 1, 2016 to June 30, 2016.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scot and carried by a 4-0 vote to Adopt Resolution No. SA15-15 Approving the Recognized Obligation Payment Schedule known as ROPS 15-16B and Resolution No. SA16-15 Approving the Administrative Budget, both for the period of January 1, 2016 to June 30, 2016. Council Member Palmer was absent.

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TAB 5 – Bond Proceeds Expenditure Agreement (Bud Bender Park Improvements)

Robb Steel, Development Services Director presented the staff report regarding the Bond Proceeds Expenditure Agreement between the City of Rialto and the Successor Agency to fund $720,000 for the Bud Bender Park Improvement Project.

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Motion by Mayor Pro Tem Baca Jr, second by Council Member Scott and carried by a 4-0 vote to Adopt Resolution No. 6829 and the City Council, acting as the Governing Board for the Successor Agency to Adopt Resolution No. SA17-15 Approving the Bond Proceeds Expenditure Agreement between the City of Rialto and the Successor Agency to fund $720,000 for the Bud Bender Park improvement project from the 2008 Series A Bond Proceeds. Council Member Palmer was absent.

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TAB 6 - Pollution Legal Liability Policy

Robb Steel, Development Services Director presented the staff report regarding Procurement of a Pollution Legal Liability Policy from Alliant Insurances Services Inc. to Satisfy the City's Obligations in accordance with the Second Amended and Restated Contract of Sale for Areas B, C, and D, dated as of September 25, 2012.

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TAB 6 - Pollution Legal Liability Policy

Motion by Council Member Scott, second by Council Member Baca Jr. and carried by a 4-0 vote to Authorize Procurement of a Pollution Legal Liability Policy from Alliant Insurances Services Inc. for a One-Time Premium Amount of $266,256 to Satisfy the City's Obligations in accordance with the Second Amended and Restated Contract of Sale for Areas B, C, and D, dated as of September 25, 2012, with Lewis-Hillwood Rialto LLC, Execute the Surplus Lines Disclosure, and Decline Terrorism Risk Insurance. Council Member Palmer was absent.

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TAB 7 – Rejection of Non-Responsive Bid - San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements

Robert Eisenbeisz, Public Works Director presented the staff report regarding Bid Submitted by Griffith Company, a California Corporation, as Non-responsive and Reject the Bid for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801

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Council Member Scott stated that he would like to hear from the City Attorney regarding the letter that was written to the City.

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Assistant City Attorney Dunn stated that he had the opportunity to review the letter, and it restates the Griffith Company's objection to awarding the bid to Matich on the basis that Griffith was not registered with the City in accordance with the City's requirement. The City's requirements were clearly spelled out in the bid documents, was that any bidder needed to be registered with the City and Griffith failed to do so, therefore they were considered non-responsive.

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Council Member Scott stated that they excluded Griffith as a bidder and has this been a history of this City if somebody didn't register? Have they always excluded the low bidder?

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Mr. Eisenbeisz stated that there have been past occasions that this has been the case so this is the practice of the City. This is a practice that has been going on for some time, going back to when bids were submitted in paper form. There are ramifications, and think it's all about transparency. His opinion is that it's important to know who is bidding on projects so all bidders are aware of who is bidding and have that type of transparency in the bid process.

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Council Member Scott stated clearly both of these companies are very good companies. They are both well qualified. He hates to see squabbles take place when these types of things happen. He doesn't know if it's based on what he said. He is wondering if they should have the City Attorney's Office look at the bid process and whether or not there are ways to look at less of a bad pill to bite if something like this happens.

TAB 7 – Rejection of Non-Responsive Bid - San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements

Council Member Scott asked if there was anybody from Matich or Griffith there?

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Mr. Eisenbeisz stated yes there is.

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Council Member Scott stated he is okay with how they are doing this. He did talk to both companies. They both understand it. It's just unfortunate there are squabble where lawyers have to write letters. They need to look at the process and make sure that everything is very visible when they send out a bid so people know exactly what they need to do and it is a practice to disqualify when they are not registered. He didn't know for himself what the purpose of registering was and why they require it. Because it's his understanding that it's actually not a requirement of the Green Book, it's something the City does.

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Mr. Eisenbeisz stated not just the City, there are other agencies that require it such as Caltrans. They can look for ways to make it more prominent in terms of not missing that. They are also exploring going through an electronic bid process.

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Mayor Pro Tem Baca Jr. stated in terms of them registering. How much before a bid do they need to register? A certain time? Or any time?

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Mr. Eisenbeisz stated that could wait up until the time of the bids are opened. The requirement is that they are registered prior to submitting the bid. They do get contacted frequently for the bidder's lists. This comes from a lot of subcontractors who are shopping their services. It's in their best interest to get the best possible price so they want people to know who is bidding so they will solicit that business and be competitive.

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Mayor Pro Tem Baca Jr. stated that he concurs with Council Member Scott, on one hand they want to make sure they understand the process. If they have an opportunity to get a lower bid, they don't want to lose that either. They were close in the bid price. For example, if they could save a half million dollars and they just didn't register they are also looking at saving the City money too.

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Mayor Robertson stated because they are both companies with proven track records and have done business in the City of Rialto. Because the Attorney raised some concerns here, when they asked if there has been any inconsistencies has Griffith in the past registered for the bidding process. Are they familiar with the registration?

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TAB 7 – Rejection of Non-Responsive Bid - San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements

Robert Eisenbeisz stated yes, they did register when they won the Pepper Extension bid. So they have been through the process before.

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Mayor Robertson stated in the letter, the Attorney makes reference to the City taking advantage of consistencies and ambiguities. But it's a process they have participated in so she has a concern when they express that the City is taking advantage of something. The process is in place and they have availed themselves of it in the past. They made a reference here that they also stated their intentions provided in the bid but also in a telephone conversation. She is glad they will be going to an electronic process and also be very clear as to when they need to register even electronically.

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Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote to (1) Find the Bid Submitted by Griffith Company, a California Corporation, as Non-responsive and Reject the Bid (2) Award a Construction Contract to Matich Corporation, a California Corporation, in the Amount of $3,536,000 for the San Bernardino Avenue, Riverside Avenue and Willow Avenue Street and Storm Drainage Improvements, City Project No. 130801; and (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of $707,200. Council Member Palmer was absent.

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TAB 8 - Investigation and possible implementation of an efficiency-based water rate structure

Robert Eisenbeisz, Public Works Director presented the staff report regarding Accept a Grant Funding Contract with the Santa Ana Watershed Project Authority for investigation and possible implementation of an efficiency-based water rate structure.

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Consultant Art Griffith presented the details in a PowerPoint presentation.

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Council Member Scott left the dais at 7:08 p.m. and returned at 7:12 p.m.

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Mayor Pro Tem Baca Jr. left the dais at 7:13 p.m. and returned at 7:14 p.m.

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Council Member O'Connell stated the Statewide goal of reducing by 28%-29%. He is interested in this grant from the standpoint that apparently there are four tiers available for the public. It addresses apartment as well as landscape customers.

TAB 8 - Investigation and possible implementation of an efficiency-based water rate structure

Council Member O'Connell stated right it doesn't seem fair, they are just straight across the board for everyone. He would like to address, what would affect their seniors and people who put an effort into reducing the water rate. Tier 1 he instantly bumps out of it. He can afford the bill, but the senior out there. He knows the water rate will be increasing next January. When he ran four years ago he was asked by a senior who gets $750 a month in SSI and how will he afford the water rate increases. If they can look at the Tier rates as well, so they encourage people to save more.

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Mr. Griffith stated that is the current rate structure which has four tiers. They would replace that with this efficiency based rate structure that has an indoor water-use allocation and outdoor water-use allocation. Then higher costs if you go over the allocation.

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Motion by Council Member O'Connell, second by Council Member Scott and carried by a 4-0 vote Accept a Grant Funding Contract with the Santa Ana Watershed Project Authority and Adopt Resolution No. 6830, Amending the 2015/2016 Fiscal Budget to Appropriate $215,030 for investigation and possible implementation of an efficiency-based water rate structure. Council Member Palmer was absent.

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TAB 9 - Fifth Amendment to the Contract Services Agreement with Contact Security, Inc.

Robert Eisenbeisz, Public Works Director presented the staff report regarding the Fifth Amendment to the Contract Services Agreement with Contact Security, Inc., a California Corporation, for Security Guard and Patrol Services on a Month-to-Month Basis.

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Mayor Robertson asked if they had a timeframe for concluding their assessment.

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Mr. Eisenbeisz stated that it will take them another month or two. It depends on what comes out of those discussions and if they feel they need to revise the scope, it will take a little more time to put together the final needs to match the scope and making sure they have the funding for it. They can come back at the end of the year with a final report on that performance and the needs assessment to take some more action and revisit the need to possibly rebid the services or amend the contract. They will have a recommendation at that time.

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Mayor Robertson stated that she hopes they have it specifically come back with that information.

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City Administrator Story stated that their goal is to bring it back at the December Meeting to make recommendations.

TAB 9 – Fifth Amendment to the Contract Services Agreement with Contact Security, Inc.

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Council Member Scott asked why would it take 9 months to do this?

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City Administrator Story stated they wanted to continue to evaluate and look at their current service, what they are doing, finish up the interviews, finish up some of the scope with PD and then coming back with that recommendation in December. If the recommendation is to go out to bid, that may stretch it further.

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Mr. Eisenbeisz stated that its month-to-month and nine months is a not to exceed. They could choose to discontinue the service and any point in time.

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Council Member O'Connell stated they put out to bid and brought in an outside agency. This was a hot topic referencing the security guards. They ended up making sure that City staff and the Police Department were available to oversee. Initially, two council members were approaching the owners over issues. They settled those issues and then they had staff overseeing it.

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City Administrator Story stated that will part of the report in December. They determined that they would work with Lt. Wilson and the Pubic Works staff. They are trying to determine the scope and role of work of the security guards. Was it certain locations, how much more do they need them and what is their anticipation of their role being there. Are they just to be the eyes, to contact the police? Can this company they are working with now do that? If not, then they go out.

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Council Member O'Connell stated whether or not this company is the one, can they also maybe consider any suggestions on what they can do for oversight. If they do an outside agency, they do something called claw back which maybe the way they handle it if they are not happy with the service. If there are any suggestions or solutions that staff ca recommend. What can they do better?

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to Approve the Fifth Amendment to the Contract Services Agreement with Contact Security, Inc., a California Corporation, for Security Guard and Patrol Services on a Month-to Month Basis, Not to Exceed Nine (9) Months at a Cost of $232,974.69 with a Total Contract Amount of $310,625.41 for Fiscal Year 2015/2016.

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TAB 10 - Major Street-Arterial Sub-Program

Robert Eisenbeisz, Public Works Director presented the staff report regarding the 2016/2017 through 2020/2021 Measure I Five Year Capital Project Needs Analysis (CPNA) for the Major Street-Arterial Sub-Program.

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Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to approve the 2016/2017 through 2020/2021 Measure I Five Year Capital Project Needs Analysis (CPNA) for the Major Street-Arterial Sub-Program.

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Robert Eisenbeisz, Public Works Director presented the staff report regarding Status update on the Concession Agreement Water and Wastewater Capital Improvement Program.

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Council Member Scott stated that he is a little surprised by the presentation. He asked Mr. Eisenbeisz if he is happy with the job RWS is doing for the City of Rialto?

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Mr. Eisenbeisz stated that he was trying to be as positive as he could.

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Council Member Scott stated that this is not a time to be positive. There are 2 members of the committee that have to answer to the rest of City Council. The fact is that RWS is behind their projects, they are difficult to work with. This continues to go on and he wants to know what they are going to do to resolve that.

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Mr. Eisenbeisz stated that he agrees with that.

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Council Member Scott stated these additional costs are a result of RWS not performing. Now they are going to eat it and the residents are going to eat it. He doesn't agree with that. The fact is that RWS is not performing. He wants to know tonight what the Public Works Director is going to do to get RWS to perform or have RWS come up and tell him what they are going to do to perform. They are not going to go to December and have another report like this and nothing gets done.

They have sat on committee meetings months after months and nothing is happening. Is RWS prepared to get up and tell them what they will do to resolve this issue?

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Mayor Robertson stated as she was making notes from the presentation, she was wondering who makes these decisions. The things they thought were going to be done. When they put reoccurring project valve replacement. Then they suggested to wait until off-peak. But they have had 3 off-peak years now. Why do they wait until the 3rd year off-peak to test the valves? So made that decision? The SCADA, they said it was a design, bid, build two years ago. When did they change to design build? She is finding a lot of things that come back and they had mutually concurred to do something different. She doesn't see it until they get the next 90 day or 6 month update. When they sit in the bi-weekly meetings they don't all come to agreement on anything. Where do they finally make these decisions? They put in the background that City Council requested updates every 60 days until CIP is corrected and back on schedule. Well is it corrected and back on schedule?

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Mr. Eisenbeisz stated that he would say no. He stated that the details are in the staff report that shows all the dates that have not been hit. As a whole they failed to deliver. He may have sugar-coated the presentation a little too much and he apologized.

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Mayor Robertson stated in regards to the sewer line replacement. They listed some streets, and the comment was that it was determined that it was unnecessary. Regarding San Bernardino, did they determine unnecessary or that it will be done by the developer? It's amazing how they identified these as necessary back when the person who is current operator probably helped them. They did they ever get the TV to look at the sewer lines?

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Mr. Eisenbeisz stated that he believes they are using a CCTV, but RWS could answer.

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Mayor Robertson stated it just sounds like they are moving along and waiting.

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Sonia Axter, Ullico Infrastructure Funds, they are the majority investor in Rialto Water Services. What are they going to do about this situation and how do that improve? She wants to assure them that she is personally committed and RWS is to diligently and relentlessly pursuing a quality product for the citizens of Rialto. It's important to note that the financial performance of the concession is better than planned and because of a thoughtfully structured contract to return out performance to the City, the City has experienced excess cash flows since its inception of the program.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico Infrastructure Funds stated this positions the City well for future operations and avoid rate increases. While they have done some things well, they have been unable to move the capital program forward and this is an unacceptable status. Veolia was hired by RWS to perform the majority of the scope of the concession agreement. Among their responsibilities as the implementation if the capital program, while they have made progress on the design and due diligence on some the projects the have negated. The $41 million available for construction is largely intact. Frustratingly they have not broken ground on several of the projects they expected to be well into at this point. This is unacceptable and needs to be rectified immediately. RWS has been focused on this issue for some time. They have been working with Veolia to improve their effectiveness in their role as capital manager. Working within the bounds of their contact with them they have demanded improvement and they have responded with incremental changes over time but the results have been ineffective or are still yet to be determined. For that RWS believes that a significant change needs to occur. She explained the contractual relationship they have with Veolia. Few companies can bring Veolia's experience and financial backing to a concession. RWS believes it's in the program management of this prices that the key performance issues lie. From the first year that have been focused on getting Veolia to improve its capital deployment efforts. They demanded they assemble a better team. They demanded they bring focus, a programmatic approach, bring more resources, and harness corporate resources. Those changes have not materially affected their progress. Fourteen months ago when discussions broke down between Veolia, the City's technical advisor on discussions of the major projects, the Wastewater Treatment Plant S1. The City demanded better, and they reviewed the situation and they decided a "step-in" on Veolia's management of the design of S1 needed to occur. Their proposal to do a progressive design build for that project represents a market change of the control of the design. The design is turned over to the progressive design build process as a stakeholder driven process. One year ago they met and jointly recommended with staff in pursuing a progressive design build. At the time staff characterized the then current situation as a disagreement between Veolia and the City's technical advisor on the direction of the design of S1. Accordingly, City staff endorsed moving to a progressive design build delivery model for S1. Where design is managed differently and through a stakeholder driven process. In this moment in that recommendation, control of the design was shifted to the progressive design process and away from the traditional design engineer scope and managed by Veolia. Veolia's control of the design process was being redefined with this proposal of S1. That was acknowledge by the parties. Veolia's role as contractor to AECOM was not redefined but it was not specifically acknowledged by the parties. Their role, being redefined, the design specifically not the contracting role.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico stated that she wished they had been very clear that Veolia is their contractor and that was the intended purpose. In a November submittal to the City a broader package representing step by step how the progressive design build would work was provided to City staff and a workshop was held. In that it was very clear that Veolia held the contracting role with AECOM. RWS, by proposing the progressive design build for S1 they effectively began a step in on Veolia's management of the capital program recognizing the deficiency needed to be addressed. Their position today, Veolia has not adequately managed the selection, scoping and active oversight of the design phase of many of these project. They would like to make that step in absolute on the program management of design and construction for the capital program. While not contractually within their rights to ask Veolia to make this change, they are willing to do so because he believes they are committed to the success of the concession and understand that this is likely what it will take to make progress. To that end they negotiated a commercial agreement outside of their contract with them, where they will outsource the program management of the Capital Improvement Program at no cost. An independent third-party will now select scope and manage the design phases of the capital plan. The independent party will now select scope and manage the construction phases of the capital program going forward and to completion. Veolia has self-performed these activities to date and they will no longer do that. The third-party independent firm can bring a dedicated and comprehensive team to oversee the capital deployment process in a way that Veolia has never been able to do. Specifically they are seeking a firm that specializes in program management has a deep bench, has local resources and they are sharing that process with the City. The most prudent thing to do is to dedicate themselves to hiring the right firm and get them to work as quickly as possible. They ask for their participation in this process, transparently from beginning to end on the selection and the management of the new CIP program manager. Getting back to S1 their proposal from last year, to do a progressive design build with AECOM that same proposal stands today. They believe for several reasons that this creates a tremendous amount of value. It maximizes the efficiency and effectiveness of the dollars they have for their capital program. They have worked with city staff and with West Yost to refine the scope of that project. The design phase, they believe they have agreement on that. In recognition of the frustrations they have been through and the time it would take to replace the CIP program manager, they recommend proceeding with the first two tasks of design, progressing the design to where they can address and agree on a basis of design for the plant at no cost to the concession accounts. The costs of those two tasks which was quoted to them at $275,000 would be no cost to the construction account. Then if they agree that they have a basis of design to move forward to move with that to the point of acceptance only for that cost to be recovered if they agree on the basis of the design and they can move forward with the guaranteed maximum price.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico stated effectively they are going at risk of those phases of the design. Ultimately the cost to the concession accounts for the design phase should be less than the amount that is dictated in the contract. Their assumption is that they would forward today with S1 and they would like to get construction work authorization and they spend time today with West Yost and negotiated the final commercial terms of that. It's done so on the basis that Veolia would hold the subcontract and they would outsource CIP program management. The CIP program management would be in place before any of the phases of the project would be past the no cost time period. The first two tasks, where they advance the design would run concurrent with the search for a new CIP program manager. They would be moving to review the basis of design with the CIP program manager and the City's technical advisor. They believe it's important to move forward with S1.

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Council Member O'Connell stated there was Well #1 that they believe there was talk at the time of potentially putting arsenic in the well. There was discussion on whether they should buy equipment to process it and clean it or dig deeper. What was the status of that?

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Todd Brown, RWS General Manager stated the Well is Well 3A which was already a pre-concession project the City had but had Veolia as a contractor do the study on the arsenic. Arsenic is in the water and does require treatment or substantially reduced production. This means it wouldn't eliminate the arsenic all together, it would be barely at the limit which is a concern because if they go to the effort of putting the well in service at any one time it could exceed the limits and they would need to take it back out again.

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Council Member O'Connell asked City Administrator for the costs and what they did. He remembers at the time that the discussion was to try to manipulate the well or should they put equipment on it. He was leaning towards the equipment so he would like more detail.

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Robert Eisenbeisz, Public Works Director stated that he will be able to provide the costs for Well 3A. There were tests done to see if they drew water from a different elevation whether that would change the water quality and in fact they did find that if they were to pull the water from a higher elevation that arsenic concentration would be below the maximum allowed. He does understand the concern that if that were to change or the regulatory limit were to change then there would be a big investment on that well and they might have to shut it down. Also, there is less production by raising that level. There were plans developed and they have actual design drawings and construction documents for doing that work, but the work has not been done.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Robert Eisenbeisz, Public Works Director stated they are currently waiting for a recommendation from RWS and their contractor regarding the best process forward.

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Council Member O'Connell stated when he was on the committee he said he didn't want the warfare. He was concerned that they were 2 years into a four year agreement when they told the citizens of Rialto that they would get things done. They found out two years in that things were not getting done. The problem is that they have a set amount $41 million 3 years ago now. Looking at this now, he hears Ms. Axter saying they want to be a partner and saying it's unacceptable and will work diligently. His understanding is that RWS and the Rialto Utility Authority work together and Veolia is out of the picture. His question is how does he turn to the citizens and say $41 million three years ago they could have got all the projects done. Look at the list of stuff they are not doing. Look at the list of stuff that has been completely decimated that they promised the citizens that they would get done. As an elected official it's easy for him to say, they are angry. He used to be a supporter, but no longer. He gave them a chance two years ago and now he is beyond angry. What are they going to do to move this project forward? He has to answer to everyone else on where is the money going. Right now, they are getting significantly less done than what they promised. He wants a solution and if they can't do it today he wants a solution that they can move forward and get the projects done.

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Sonia Axter, Ullico stated she isn't saying that today and she is not saying it once two years ago, this how she feels. It wouldn't be sincere for her to address these concerns without letting them know this is how she feels about their commitment to resolving this. She understands that dramatic change is required. Yes, their agreement is between RWS and RUA. Veolia is the primary contractor the only O&M subcontract that is contemplated in the concession and they are a fundamental part of the concession. They are not a partner but a subcontractor to both. Getting Veolia to perform is essential for their ability to move the capital program forward. Within the confines of their subcontract, the O&M Agreement to them, she has to act within that contract to get them to perform better. Over the course of time and the years of dissatisfaction they have been implementing their contract mechanisms behind the scenes, to the point that today they are willing to be replaced on a significant portion of their scope by a third-party independent program manager. That is a commercial agreement RWS has negotiated with Veolia that is outside of the poor performance mechanisms they have in the O&M subcontract that is part of the concession agreement. They appealed to them because they recognize they have underperformed. They all need to commit themselves to the process moving forward to untangle this mess.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico stated she hears what they are saying and they cannot operate as independent parties on this, they have to come together. This step can bring about the change they need to correct the program in partnership with the City and the City's technical advisor. She could not have made this change a year ago without the process they have been through beginning with S1 to today, to remove that scope from Veolia, she is proposing that today. In the short term that Veolia has engaged outside consultants on the capital program, they have seen improvement. She believes the full outsourcing of the program management to an independent firm is what is going to take. It's critical they begin S1, the work on the design phase now. This is why they are proposing to do it at no cost to the concession account because they have to make progress.

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Council Member Scott stated in regards to a letter they wrote to Mr. Story dated September 21st. In which you say Veolia has no economic interest in RWS or the Concession Agreement. Was Veolia required to do a credit wrap?

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Ms. Axter stated that Veolia was required as part of the O&M subcontract to provide a financial package, letters of credit and guarantees for performance that were deemed suitable to finance the agreement.

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Council Member Scott asked what is the value of those guarantees?

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Ms. Axter stated the letters of credit total $10 million, and corporate guarantee with no limit.

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Council Member Scott asked who is going to pay for the CIP manager?

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Ms. Axter stated that Veolia is paying.

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Council Member Scott asked who are they going to report to?

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Ms. Axter stated they would subcontracted to Veolia to take over that portion of Veolia's contract.

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Council Member Scott stated so Veolia is going to hire them, pay them and they will report to Veolia. What changes in the scenario? They already had people who have done that.

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Sonia Axter, Ullico stated they have had internal resources. They are talking about taking Veolia's scope of work and parsing out a piece of that. They have to subcontract that out. As they have discussed in their proposal, it's critical to get the construct of that subcontract appropriate for the circumstance which is a firm to operate independently and with their own program approach to capital program improvement to the program management. They are in the process of drafting a subcontract to instill an appropriate level of independence and accountability and commitment to a scope rather than to a set of ideals by Veolia. They would be required to implement the capital program.

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Council Member Scott stated that the provided the City with a list of possible CIP managers and one of them was V.W. Housen and Associates. Are they not already working for Veolia?

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Ms. Axter stated yes they are currently working directly for Veolia to facilitate and augment their resources on the capital improvement program.

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Council Member Scott stated that they ned to explain how they are an independent management when they are being paid by Veolia and they are being controlled by Veolia.

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Ms. Axter stated that the current structure is not acceptable to them. This would be a new arrangement that all the list of bidders would be proposing on, an independent subcontract. It was their view that it would be the burden of the V.W. Housen team if they were selected as the final bidder to articulate their case for the independence. She agrees, after actively working in that role it would be a higher burden.

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Council Member Scott stated that Mr. Dopudja works for West Yost. He is an independent contractor to the City of Rialto. Do you really think that he is not controlled and directed by the City who pays him and does not act in the best interest of the City versus acting in the best interest of Veolia or RWS?

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Ms. Axter stated No.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Council Member Scott stated they have the same situation.

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Sonia Axter, Ullico stated it's a different situation in that the scope of work is finite. They've asked them to structure the contract to create an environment of independence and autonomy. They can do that in a subcontract. RWS will be a third-party beneficiary to the contract and have a significant amount of involvement and influence in the process. They believe they can construct a contract with a third-party where they can create that environment where they can implement the work as they see fit and cannot be influenced. They will have the independence to make those recommendations and implement the program as they see fit.

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Council Member Scott stated that he had a conversation with the president of Veolia America. He talked to him about their successful capital projects all over the country. He told the president about the situation in Rialto. Why it is Veolia has successful projects all over the country but cannot put a team together in Rialto to work for RWS and accomplish what needs to be accomplished. It tells him that maybe it's not Veolia, maybe it's RWS. Nonetheless, he has a serious issue with this third layer and how it's going to work. He met with AECOM, Lyles and a consultant a year ago and he heard their concept of a progressive design build and he actually believes in it. But they haven't been able to get it off the ground with or without Veolia. This stuff has gone back and forth for a year. So for Ms. Axter to stand up tonight and tell them that they are suddenly going to move this forward with another engineer in the room, he has a hard time believing it. He needs to see some tasks, dates, and accomplishments. If they can't hit those target dates and reach those accomplishments with this manager, what is RWS going to do then?

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Ms. Axter stated making a change at the position of contractor to replace Veolia represents a substantial risk to all of them. And the timeframes they are considering. It would be a major change. They would have to be replaced in-kind with a suitably qualified and experienced contractor and operator with a similar financial backing ability. This would risk the performance of the concession. She is not afraid to do that if the issues and performance demand it. At this juncture, she believes the prudent thing to do is to pursue replacement of Veolia under the CIP program management role. Without, creating a layer, changing the performance and the requirement for the performance to a new party, he believes they owe that to the rate payers to make the most prudent economic and thoughtful decision at this moment. If they have prolonged issues, they have all options on the table.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico stated this is what RWS believes is the most effective solution at this moment. They are progressing under that solution currently, they anticipate having a new program manager in place in December and hope to embark on S1 immediately and work with West Yost on the commercial agreement.

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Council Member Scott stated that he hears everything she is saying and wants to believe everything they are saying but they have to see some results quickly. They have to be productive results. They have a rate increase in January and frankly, he is going to ask if they can legally defer that rate increase. He is having a hard time expecting the residents to pay another rate increase when nothing is getting done. They have been in meetings and all that goes on in these meetings is finger pointing and excuses why they don't get stuff done. It's extremely frustrating. At a meeting the other day, they wanted to bring forward a slideshow that was ridiculous. It's time for results and for things to happen and things to get done. They are relying on their staff and Mr. Dopudja to carry those things forward and they will also hold them accountable. If they get into December and there is no results here it's going to be another year down the road and they are having another Tuesday night meeting to hear another rendition of what RWS is going to do. They are at the end of the road here. He has seen a schedule over the last couple of days which takes some of the small work out into 2016, which is not acceptable. This work needs to start happening and get finished. They need to hold to their commitment that all this work was going to be done in four years. They need to see something major happen here. They are willing to work with them and help them. He offered Veolia yesterday to mend some fences between certain staff members and them to make things work easier and smoother. They are committed to that but they are not going to keep sitting there and hearing "this is our new plan" and 'maybe this one will work." Something has to work and it has to work quickly. He sees they have 90 days and when Mr. Eisenbeisz comes back in December it better be productive. He and the Mayor will start attending all CIP meetings and would like the meetings changed so they are held at City Hall. They are going to start holding people accountable.

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Mayor Robertson stated going back to the meeting they had 2 weeks ago and the questions they had about the financial arrangement. In their presentation, when they spoke about the partnership and the arrangement, their relationship in the concession agreement with RWS and RUA. In the Concession Agreement they never signed this Concession Agreement where they had the relationship with Veolia. They continue to say in partnership and then speak to them but they are fundamental relationship and they speak about the financial backing. As they said in the meeting, it was the first that she became aware.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Mayor Robertson stated that when they entered into concession agreement the understanding that they had collectively as a body and took action the day they signed the concession agreement. It was just the general $5 million credit wrap. She had no knowledge of any other financial arrangements. There has been a failure to disclose which helped her to understand why they keep going around in circles with an operator who are delivering major capital projects all over the country. Why are they not able to deliver in Rialto, to a point that they are now saying it's time to get a third-party which she personally can't believe. They have 90 days before they hit the fourth year mark and something that should have been delivered in three years, she cannot believe that they will do it in 90 days. The group that is part of the list, is under contract and working for Veolia. Why did they wait until now to finally bring them in? Why did they believe they can come in and do something?

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Ms. Axter stated that this is fine, they can remove them from the bid list. They proposed 11 firms.

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Mayor Robertson stated that they should have wasted time to talk about how they can be independent and separate. Because if they were part of their toolbox, they should have brought them in sooner than now.

They had an understanding in November 2014 the relationship of what role Veolia was going to play. She doesn't recall that conversation in November 2014, she remembers having a conversation in March where Mr. Luchetti was very clear that they would not be a part. Recently at a meeting it was said no, Veolia was still expected to be the project manager and still operating over the CIP. What in the world do they think they will accomplish in 90 days and more importantly what will be the outcome? The relationship is with RWS, they say they are willing to take the first two tasks and cover those costs but also heard upon determining if that is going to be the right design. Then there would be some consideration to get reimbursed for those expenditures.

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Sonia Axter, Ullico stated that it was always contemplated in the deployment of capital that there is a budget for the design phase for a project of this size it would be roughly 3.5% The proposal to do progressive design build with an alternate delivery method would require a construction work authorization. Typically the program with the construction work authorization on a project the cost for design become reimbursable from the construction account.

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Mayor Robertson stated it sounds like there is still a mechanism to recover your costs.

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Sonia Axter, Ullico stated the design costs of the 3.5% would be less and like all other projects it would be recovered by the firm that does the design and in this case AECOM.

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Mayor Robertson stated that the point she was trying to make, it's part of what has been going on for the last three years. They spend time with the operator trying to do minimal things and then also try to recover whatever costs. They can't continue to operate in a manner where they are going to be moving forward in the best interest of the residents. They say RWS is concerned but also say that Rialto managed to benefit financially. They didn't enter the concession agreement for the point of making a nice financial nest egg. They entered into this concession agreement so they could accomplish the much needed improvements and see and envision some efficiencies to the residents very early within the first four years of what was going to be a 40 years concession agreement. At this point, they did some rough estimates and determined that they have lost 10% of possible benefits that could have been recognized and envisioned to the residents by the fact they substantially have nothing of substantial capital improvements they can quantify and determine where are the efficiencies.

Because December only has one meeting, she suggests that the presentation occurs in November. She was at the meeting two weeks ago with Veolia's representative Lanita. There was some definite specific dates for simple delivery of reports. She didn't attend the meeting last week, but asked if those reports had been delivered. They had not. It's like to talking to your kids. Everybody had tasks and everybody was expected to deliver. If people can't stay on point on simple things how can she think they are going to be able to stay of point for a $24 million major capital project. Now they are going to try and say they are going to get it accomplished and be on track in 90 days?

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Ms. Axter stated that in 90 days they need evidence of significant progress. They won't have the projects complete by then but they need to persist. Scheduling and meeting the projected dates for delivery in the balance of the CIP, they will begin immediately with S1. Advancing the design to the basis of design phase. They are currently underway the search for an appropriate CIP program management firm. She expects to give them an update on those activities.

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Mayor Robertson stated its going to be a lot that has to get accomplished. She keeps feeling there is dance going on around this issue about the financial involvement. Maybe they are not asking about the financial involvement in relationship and backing in this concession agreement. There must be a financial backing and involvement they are not asking about.

TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Mayor Robertson asked is there a financial backing or involvement with Ullico and Veolia? Because there seems to be a financial arrangement and connection. If they had someone who they were expecting to perform and deliver and they hadn't delivered, and they hadn't even delivered 50%. Would they be continuing to keep them on? Unless there is something that is so connected that unless they extract it some kind of way or go to arbitration and seek disclosure or seek discovery, they seem to be having a hard time asking the right question.

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Sonia Axter, Ullico stated they are not asking the question. There is no way to ask that question to elicit a different answer. There is no financial arrangement with Veolia on behalf of Ullico, Ullico Infrastructure Fund, Table-Rock Capital, or RWS other than all the agreements the City already has in their possession. The Concession Agreement contemplates within the first few pages an O&M subcontract. It identified American Water as the O&M subcontractor. They replaced American Water with Veolia. The form of the subcontract agreement, the O&M subcontract is part of the transaction documents which are part of the Concession Agreement, which had to be provided to the City prior to financial close.

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Mayor Robertson stated that all they understood was there was a $5 million credit wrap.

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Ms. Axter stated that the form of the contract and the guarantees and the letters of credit are all within the O&M Agreement. They can provide that immediately. There is nothing hidden there, every agreement they have with Veolia is part of the transaction documents. There are no outside financial arrangements, they have no direct financial arrangements with the financing or equity. They are not an equity partner. They are not a joint venture. They are an independent contractor they hire in the capacity of the O&M subcontract which they have the contract. There are no other outside agreements with Veolia at any level for any affiliate of Ullico, Table-Rock or RWS.

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Mayor Robertson stated that she is glad they wanted to be so clear and state that publically.

You can't find Veolia in default?

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Ms. Axter stated technically, they are not in default at this moment and RWS is not in default. They are working towards the contract currently.

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

Council Member Scott stated is it not true though that Veolia is basically put up a guarantee for the Concession that goes back to their investors?

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Sonia Axter, Ullico stated that Veolia put up a guarantee for the performance of the O&M Subcontract.

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Council Member Scott stated but they don't know what the value of that is but it could be as much as $150 million.

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Ms. Axter stated that it's a guarantee for the performance of the work. So the total enterprise value of the concession. It includes and operations and capital.

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Council Member Scott stated so in reality it's over a 30-40 year period.

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Ms. Axter stated that it's over a 30 year period and for the value of contract.

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Mayor Robertson stated that if this going to be extended that it come back to City Council in the last meeting in November not the first meeting in December. Also, at that same time have a proposal for them so they can find out what actions they can take with regards to deferring a rate increase and what that would mean to them. And what that would mean financially or to the lease payment to the City. In addition to the fact that they are grossly delayed in delivery, they need to figure out a way so that their residents aren't the ones that need take a next increase. They are dealing with a couple of other things in the universe. They are dealing with a rate increase and a failed delivery, asking people to cut back on their water usage and yet they still need to pay the cost. They have to get creative, whether it's deferring the lease payment or using the lease payment to offset the rate increase to the residents. They need to explore that and take some action. Be a little more proactive for the residents because apparently at this point unfortunately, the public/private partnership in Rialto is really not working. It is beyond the honeymoon and they have bumps in the road. She can't publically go out and tell everyone that this is a Well thing. She wouldn't want to present this, this was a fluff presentation.

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TAB 11 - Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

City Administrator Story stated that they will be moving the update meetings to the Council Chambers and at the November 24th city Council Meeting they will be providing an update and information on deferring the next rate increase. They will work with the attorney to see what the ramifications are and what they can do. Even though the presentation didn't get delivered the way it should, they all have frustrations. They all feel responsible because they were involved in the creation of it with the concession agreement. They do want to see stuff move forward, they want to make sure and they know the emphasis on S1 and the importance of S1, but there are 18 other projects that got to get going. He doesn't want to get hung up on the S1 part of it because the perception could be that they are putting aside the other projects to make sure there is enough money to do S1. That can't be the case, they have $41 million to work with and they got to deliver the product to the community. They will work with them diligently and look forward to bringing something back with real accomplishments by the November 24th meeting.

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Mayor Robertson stated that the other question was that the proposal came with 400+ jobs that were going to be generated out of this effort. To date they know they haven't had 400+ jobs or employment. They have only had the workforce that Veolia has hired. At the end of the day the role of Ullico and why are they involved, how is that fairing in Ms. Axter's organization.

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Ms. Axter stated that the expectation was that they would be well underway on several of the projects at this point and they are not. There is disappointment from RWS expecting to see job creation immediately. The $41 million account will still create 400 jobs. They are just massively delayed. They have more motivation than anyone to see the work move forward effectively and efficiently.

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Council Member O'Connell stated that the November 24th City Council Meeting is close to Thanksgiving and recommended moving the presentation to the first meeting in November on the 10th.

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Sonia Axter stated that they would be in the middle of solicitation of the CIP program manager at that point but they will have updates.

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Council Member Scott stated they will be able to give them an update on capital projects and especially on S1. There is no reason n for S1 to have taken a year under the conditions and the way they were moving forward. Other than RWS being difficult to work with and have continued to refuse to deal with the off-ramps.

TAB 11 – Status update on the Concession Agreement Water and Wastewater Capital Improvement Program

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An update will be provided at November 10th City Council Meeting.

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TAB 12 - Third Amendment to the Contract Services Agreement with Commercial Cleaning Systems to Provide Janitorial Services

Robert Eisenbeisz, Public Works Director presented the staff report regarding the Third Amendment to the Contract Services Agreement with Commercial Cleaning Systems to Provide Janitorial Services on a month to month basis.

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Mayor Robertson stated that if they know that the service is not acceptable, how are they going to have them to at least step up and provide the services based on the contract and scope of work they did bid on, which is not acceptable on. They are going to continue to pay for bad service? What are they going to do for the next three months?

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Mr. Eisenbeisz stated they continue to pursue adherence to the contract and they are continuing to exert their control where they can and point out where the deficiencies are. They are at a point where they have to have a replacement and in order to do that they need to get a scope put together to get the replacement.

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City Administrator Story stated that their intent is to hold this to the contract they have whether it's month to month or not. They have to hold them to the things and Public Works have been working to do that. They may want to look at a different way to go out to bid for it rather than just low bid to more of a performance led bid. They have to look at some of the other facilities. They lumped all the city facilities into one area and they were cleaned the same way. Some buildings are high volume usage and cleaned more often. They are still evaluating that. They will bring it back in December with a proposal.

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Council Member Scott stated seriously, how long have they know this? If he went through the agendas from four years ago they've had this same conversation, long before Robert.

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City Administrator Story stated they have since gone with another cleaning service since that time. That is part of the problem they are trying to deal with.

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TAB 12 - Third Amendment to the Contract Services Agreement with Commercial Cleaning Systems to Provide Janitorial Services

Council Member Scott asked how hard was it to figure out that the City Clerk's Office and the Police Department need extra care. This is too long to do this.

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City Administrator Story stated that it will come back in December and that is the best they can do, it's not ready for the end of October.

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Mr. Eisenbeisz stated that they still have issues to resolve.

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Council Member Scott asked if there was anybody from the company here tonight?

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Mr. Eisenbeisz stated no. The thing is they still want to continue to get services while they go through this process. They are looking for a permanent fix rather than just changing them out and having the same problem.

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Mayor Robertson stated apparently they didn't have in the old contract a clause where they pay the City if they fail to perform? Or they withhold payment? They need to seriously look at that and the performance base. If the person is not going to meet the level of expectations when they take the bid, then they can put default and expect to recover something from the services. She asks again that this comes back earlier, they need to wrap this up and bring this back within a month. It needs to be back by November 10th. The City Clerk indicated she is cleaning her own facility. That should free them up to clean up the other places.

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Motion by Council Member Scott, second by Mayor Pro Tem Baca Jr. and carried by a 4-0 vote Approve a Third Amendment to the Contract Services Agreement with Commercial Cleaning Systems to Provide Janitorial Services on a Month-to-Month Basis in the Not to Exceed Amount of $8,307.72 per month and total amount of $33,230.88 for the Extended Term and bring back a proposal at the November 10th City Council Meeting. Council Member Palmer was absent.

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REPORTS

City Council gave their reports.

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ADJOURNMENT

Motion by Mayor Pro Tem Baca Jr., second by Council Member Scott and carried by a 4-0 vote to adjourn the City Council meeting at 9:45 p.m. Council Member Palmer was absent.

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MAYOR DEBORAH ROBERTSON

ATTEST:

_____

CITY CLERK BARBARA A. McGEE

Legislation Details (With Text)

File #:	15-588	Version:	1	Name:	D.1
Type:	Agenda Item			Status:	Agenda Ready
File created:	8/11/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve An Extraterritorial Water Service Agreement with the City of San Bernardino Municipal Water Department for Water Services Provided by City of Rialto/Rialto Utility Authority at North Lassen Street in the City of San Bernardino, California.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lassen Street - Extraterritorial Water Services Agreement - 9-8-15 final edits Exhibit B to Agreement				

Date	Ver.	Action By	Action	Result

For City Council Meeting and Rialto Utility Authority [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve An Extraterritorial Water Service Agreement with the City of San Bernardino Municipal Water Department for Water Services Provided by City of Rialto/Rialto Utility Authority at North Lassen Street in the City of San Bernardino, California.

BACKGROUND:

Properties located at North Lassen Street northerly of West Baseline Road as shown in the following map, encompass land within the City of San Bernardino's current incorporated area and sphere of influence.

The City of San Bernardino does not have the facilities needed to provide water service to the properties on North Lassen Street and has released this location from the San Bernardino Municipal Water Department's service area.

The City of Rialto through its concessionaire Rialto Water Services (RWS) and water system operator Veolia, provide water services to properties at North Lassen Street, and has adequate pipelines, facilities and infrastructure to serve the subject properties.

ANALYSIS/DISCUSSION:

Rialto has agreed to continue providing water services to North Lassen Street. The City of San Bernardino and City of Rialto desire to memorialize the arrangement for Rialto's provision of Water

Services Area through an Extraterritorial Water Agreement, included in Attachment 1. Significant conditions of the agreement are as stated below:

> *Rialto To Provide Water Services. Rialto agrees to provide the properties within the Service Area with Water Services from the Water System. Rialto's obligation to provide the Service Area with Water Services is conditioned upon Rialto and San Bernardino obtaining consent of all applicable governmental agencies including, if necessary, approval of this Agreement by the San Bernardino County Local Agency Formation Commission, and obtaining, if applicable, all necessary permits from the applicable governmental agencies.*
>
> *Private Property Water Facilities. All water lines and facilities located from private properties within the Service Area to the Point of Service are private water facilities and shall not be part of the Water System owned by Rialto, and Rialto shall have no responsibility, duty, or obligation with respect to said private water facilities.*
>
> *No Representation Regarding Water Service, Pressure, or Volume For Any Private Portion of the Water System. Rialto does not make any representation, warranty, or guaranty of any kind or nature and hereby specifically disclaims any kind of representation, warranty, or guaranty, of any private water facilities within the Service Area not owned by Rialto. If Rialto becomes owner of any private water facilities within the Service Area, Rialto shall provide appropriate Water Services and delivery up to the point of connection of the private water facilities to the public portion of the Water System.*
>
> *Effective Date; Term. This Agreement shall become effective on the Effective Date written in the agreement and shall be binding upon the heirs, assigns, and successors of the Parties. The Agreement shall continue in perpetuity, unless earlier terminated by either Party through written notice, or until such time that San Bernardino decides to provide water services to the Service Area through the San Bernardino Municipal Water Department or successor department or agency.*

ENVIRONMENTAL IMPACT:

The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed agreements to continue water services to properties on North Lassen Street will not result in a direct or indirect physical change in the environment because the system has sufficient capacity and, as such, the action is not a "Project" as defined under CEQA.

GENERAL PLAN CONSISTENCY:

Approval of this action complies with the City of Rialto General Plan Goal and Policies:

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.4: Complete infrastructure master plans for sewer, water, and drainage.

Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in the Rialto.

Policy 3-8.1: Require that all new development or expansion of existing facilities bear the cost of

expanding the water system to handle the increased demands which they are expected to generate.

Policy 3-8.4: Advocate regular evaluation of the entire water supply and distribution system to ensure its continued adequacy, reliability and safety.

Policy 3-8.5: Upgrade outdated and undersized water service facilities to prevent unnecessary system failures in the City's water system.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report, and Agreement.

FINANCIAL IMPACT:

The RWS/Veolia annual water service billing for the three customers on North Lassen Street in calendar year 2014 totaled $52,856. Revenue for these accounts is incorporated in the FY2015/2016 budget for Water Revenues. The approval of the agreement memorializes the current process and billing structure for customers in the service area of North Lassen Street.

RECOMMENDATION:

Staff recommends that the City Council Approve the Extraterritorial Water Service Agreement with the City of San Bernardino Municipal Water Department for the North Lassen Street Water Service Area.

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EXTRATERRITORIAL WATER SERVICE AGREEMENT
BETWEEN THE CITY OF RIALTO
AND CITY OF SAN BERNARDINO

This EXTRATERRITORIAL WATER SERVICES AGREEMENT ("**Agreement**") is made and entered into this 13th day of October, 2015, (the "**Effective Date**"), between the CITY OF SAN BERNARDINO, a municipal corporation of the State of California ("**San Bernardino**") and the CITY OF RIALTO, a municipal corporation of the State of California ("**Rialto**") (individually, "Party," and collectively, "Parties"), with reference to the following facts:

RECITALS

WHEREAS, certain properties located at North Lassen Street northerly of West Baseline Road (Assessor's Parcel Numbers 0269-171-27-0000, 026-171-39-0000, 0269-171-38-0000, 0269-171-37-0000, 0269-171-43-0000, 0269-171-42-0000, 0269-171-21-0000), as more particularly shown in Exhibit "A" attached hereto and incorporated herein (the "**Service Area**"), encompass land within San Bernardino's current incorporated area and sphere of influence; and

WHEREAS, Rialto, through its concessionaire Rialto Water Services and water system operator Veolia, provides water services ("**Water Services**") to properties within the City of Rialto's jurisdiction and spheres of influence, and has adequate pipelines, facilities, and infrastructure for said Water Services ("**Water System**"); and

WHEREAS, San Bernardino has not provided water service to the Service Area and has released the Service Area from the San Bernardino Municipal Water Department's service area; and

WHEREAS, since the development of properties within the Service Area, Rialto has been providing Water Services to the Service Area; and

WHEREAS, Rialto has agreed to continue providing Water Services to the Service Area on the terms and conditions contained herein; and

WHEREAS, San Bernardino and Rialto desire to memorialize their arrangement for Rialto's provision of Water Services to the Service Area through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and subject to the terms and conditions contained herein, the Parties agree as follows:

ARTICLE I
RIGHTS AND OBLIGATIONS

1.1. Recitals Incorporated. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

1.2. San Bernardino's Release of Service Area. San Bernardino has previously released all of the properties located within the Service Area from water service by the San Bernardino Municipal Water Department, and agrees that Rialto shall provide Water Services to the Service Area.

1.3. Metered Service Connection. Rialto shall allow metered water service connection for fire/commercial/domestic use to an existing water main in Lassen Street ("**Point of Service**"). All costs and expenses incident to any connection to the Water System from private property are to be borne by the property owner or water user, who shall indemnify Rialto from any loss or damage that may directly or indirectly be occasioned by the installation of water lines or appurtenances thereto.

1.4. Rialto To Provide Water Services. Rialto agrees to provide the properties within the Service Area with Water Services from the Water System. Rialto's obligation to provide the Service Area with Water Services is conditioned upon Rialto and San Bernardino obtaining consent of all applicable governmental agencies including, if necessary, approval of this Agreement by the San Bernardino County Local Agency Formation Commission, and obtaining, if applicable, all necessary permits from the applicable governmental agencies.

1.5. Private Property Water Facilities. All water lines and facilities located from private properties within the Service Area to the Point of Service are private water facilities and shall not be part of the Water System owned by Rialto, and Rialto shall have no responsibility, duty, or obligation with respect to said private water facilities.

1.6. No Representation Regarding Water Service, Pressure, or Volume For Any Private Portion of the Water System. Rialto does not make any representation, warranty, or guaranty of any kind or nature and hereby specifically disclaims any kind of representation, warranty, or guaranty, of any private water facilities within the Service Area not owned by Rialto. If Rialto becomes owner of any private water facilities within the Service Area, Rialto shall provide appropriate Water Services and delivery up to the point of connection of the private water facilities to the public portion of the Water System.

ARTICLE II
WATER USER CHARGES

2.1. Payments to City. Pursuant to Rialto Municipal Code Chapter 12.04, all Water Service rates, fees, deposits, and water main charges shall be paid by each owner or water user within the Service Area directly to Rialto. Said rates, fees, deposits, and charges are set forth by the City Council by resolution and included in the Master Fee Schedule, which is attached hereto as Exhibit "B", as may be amended by the City Council from time to time. Each owner or water user is responsible to pay directly to Rialto all applicable rates, fees, deposits, and water main charges currently in effect in the Master Fee Schedule, or as it may be amended.

2.2. San Bernardino Not to Charge Fees. Rialto shall not bill San Bernardino for, and San Bernardino has no duty or obligation to pay to Rialto, Water Service rates, fees, deposits, and charges. Likewise, San Bernardino shall not bill owners or water users within the Service Area any Water Service rates, fees, deposits, or charges owing and due to Rialto.

2.3. Delinquent Fees. Any and all services to which Chapter 12.04 applies may be discontinued upon any delinquent account for such services after a ten (10) day notice in writing is mailed to such delinquent owner or water user at the address as appears on the books and records of the delinquent account.

ARTICLE III
MAINTENANCE AND REPAIR OF WATER SYSTEM

3.1. Maintenance and Repair of Water System. Except as otherwise provided in this Agreement, Rialto shall, at its sole cost and expense, design, construct, install, and maintain all water pipes and related fixtures and appurtenances necessary to transport water from the Water System to the Service Area, up to and including the Point of Service. Rialto shall respond and repair all leaks or other damage to the Water System within the Service Area. However, any maintenance or repair of private water facilities that are not part of the Water System are to be borne by the owner or water user. San Bernardino shall have no right, duty, or obligation to maintain or repair any portion of the Water System owned by Rialto.

3.2. Inspection. Rialto shall have the right to inspect and examine the Water System at any time, including during construction and operation of any portion of the Water System within the Service Area, and the right to access all water meters within the Service Area.

ARTICLE IV
MISCELLANEOUS

4.1. Effective Date; Term. This Agreement shall become effective on the Effective Date written above and shall be binding upon the heirs, assigns, and successors of the Parties. The Agreement shall continue in perpetuity, unless earlier terminated by either Party through written notice, or until such time that San Bernardino decides to provide water services to the Service Area through the San Bernardino Municipal Water Department or successor department or agency.

4.2. Integration; Amendment. This Agreement including the attachments hereto is the entire, complete, and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes any and all previous negotiations, arrangements, agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Parties.

4.3. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

4.4. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

4.5. Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval

shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

4.6. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to Rialto:
City of Rialto
150 S. Palm Ave.
Rialto, CA 92376
Attn: City Administrator
Tel: (909) 820-2525
Fax: (909) 820-2527

If to San Bernardino:
City of San Bernardino
Municipal Water Department
P.O. Box 710
San Bernardino, CA 92402
Attn: General Manager
Tel: (909) 384-5091
Fax: (909) 384-5215

4.7. Costs and Expense of Enforcement. Should litigation be necessary to enforce any term or provision of this Agreement, the prevailing Party shall be entitled to collect all litigation costs and attorney fees incurred by the prevailing Party. The costs, salaries, and expenses of the City Attorney and members of his office shall be considered as costs and fees under this paragraph.

4.8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4.9. Indemnification. Each of the Parties hereto agrees to indemnify, defend, save and hold harmless the other Party and its officers, agents and employees from and against all liability, claims, damages, losses and expense of any nature whatsoever, including but not limited to bodily injury, death, personal injury, property damages and attorney's fees, arising directly or indirectly from any acts or omissions of such indemnifying Party or its officers, agents or employees in connection with this Agreement.

4.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

4.11. Time of Essence. Time is of the essence in the fulfillment by the Parties hereto of their obligations under this Agreement.

4.12. Governing Law. This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising herein shall be resolved in a court of law in the County of San Bernardino, California.

4.13. Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO
A Municipal Corporation

Date: _____

_____
Deborah Robertson, Mayor

ATTEST:

This document is the true and complete document approved by City Council on

_____ _____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

_____
Fred Galante, City Attorney

CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
A Municipal Corporation

Date: _____

_____
Toni Callicot
President, Board of Water Commissioners

ATTEST:

_____
Robin Ohama
Deputy City Clerk
Ex-Officio Secretary

EXHIBIT "A"

LEGAL DESCRIPTIONS OF SERVICE AREA

The following described property in the unincorporated area of San Bernardino, County of San Bernardino, State of California, described as:

APN 0269-171-27-0000 Lot 27, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-39-0000 Parcel 3 of Parcel Map No. 17467, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-38-0000 Parcel 2 of Parcel Map No. 17467, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-37-0000 Parcel 1 of Parcel Map No. 17467, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-43-0000 Parcel 1 and 2 of Parcel Map No. 6403, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-42-0000 Lot 42, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

APN 0269-171-21-0000 Lot 21, according to plat of Muscupiabe Rancho, as per plat recorded in Book 1 of Maps, Page 24 and Book 7 of Maps, Page 23, records of said County.

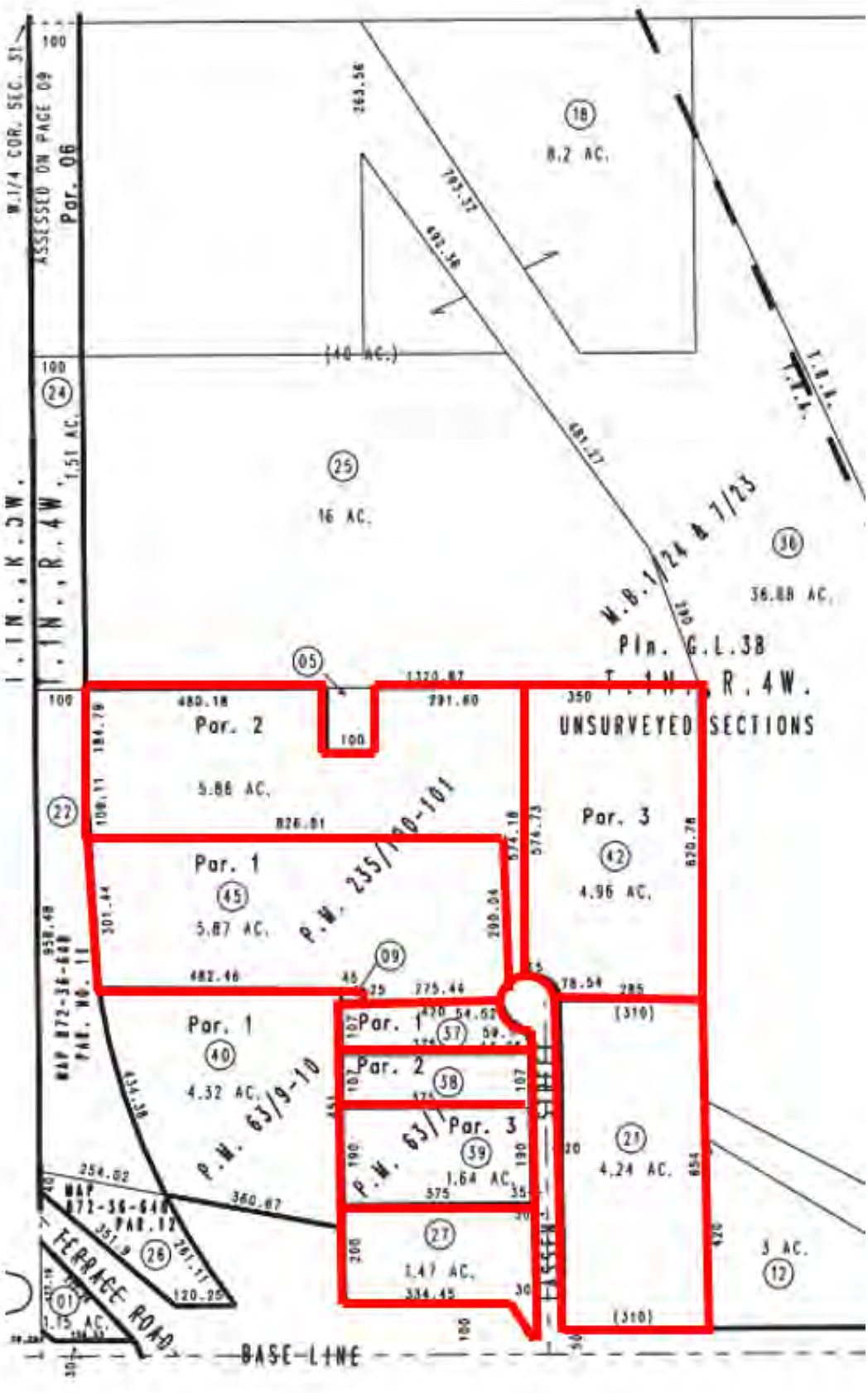
T. 1 N., R. 3 W.
T. 1 N., R. 4 W.
W.1/4 COR. SEC. 31
ASSESSED ON PAGE 09
Par. 06
1.51 AC.
(40 AC.)
16 AC.
8.2 AC.
36.88 AC.
UNSURVEYED SECTIONS
Par. 2
5.86 AC.
Par. 1
5.87 AC.
Par. 3
4.96 AC.
Par. 1
4.32 AC.
Par. 1
Par. 2
Par. 3
1.64 AC.
4.24 AC.
1.47 AC.
3 AC.
1.75 AC.
TERRACE ROAD
BASE-LINE

EXHIBIT "B"

MASTER FEE SCHEDULE

[on following pages]

RESOLUTION NO. 13-12

RESOLUTION OF THE BOARD OF THE RIALTO UTILITY AUTHORITY RATIFIES AND CONFIRMS THE HISTORICAL ESTABLISHMENT AND INCREASES OF WATER AND SEWER RATES AND CHARGES

RESOLVED, by the Rialto Utility Authority (the "Authority"), as follows:

WHEREAS, Section 12.04.060 of the Rialto Municipal Code provides that the City Council may establish and set forth water rates, fees and deposits and water main charges by resolution from time to time; and

WHEREAS, Section 12.08.200(D) of the Rialto Municipal Code provides that the City Council may establish and set forth sewer rates and charges by resolution from time to time; and

WHEREAS, in accordance with Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," which was approved by California voters on November 5, 1996 adding Article XIIID to the California Constitution, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was distributed by U.S. Mail, at least forty-five (45) days prior to the public hearing, to all property owners of record; and

WHEREAS, in accordance with Section 5956.6 of the California Government Code, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was published in the San Bernardino Sun newspaper at least ten (10) days prior to the public hearing; and

WHEREAS, a properly noticed public hearing concerning the proposed rates and charges set forth in this Resolution was held on June 12, 2012, as required by law; and

WHEREAS, written protests regarding the revised schedule for water and sewer rates and charges were accepted from the public and considered before the close of the public hearing; and

WHEREAS, a tally of the written protests against the revised schedule of water and sewer rates and charges shows that less than a majority of the property owners have submitted written protests against the revised schedule of water and sewer rates and charges;

NOW, THEREFORE, it is hereby **ORDERED** and **DETERMINED**, as follows:

Section 1. The foregoing recitals are true and correct and the Authority hereby so finds and determines.

Section 2. The City Council hereby ratifies and confirms the historical establishment and increases of water and sewer rates as set forth in the "Historical Water Rate Increases" and "Historical Sewer Rate Increases" attached hereto and incorporated by reference as Exhibit A and Exhibit B, respectively.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED by the Authority and signed by the President and attested by the Secretary this 26th day of June, 2012.

GRACE VARGAS
President of the Authority

ATTEST:

BARBARA A. McGEE
Secretary of the Authority

APPROVED AS TO FORM:

JIMMY GUTIERREZ
Counsel of the Authority

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, Authority Secretary of the City of Rialto, do hereby certify that the foregoing RUA Resolution No.13-12 was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 26th day of June, 2012.

Upon motion of Authority Member Scott, seconded by Authority Member Robertson, the foregoing RUA Resolution No. 13-12 was duly passed and adopted.

Vote on the motion:

AYES: President Vargas, Authority Members: Robertson, Scott, Palmer

NOES: Authority Member Baca Jr.

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 28th day of June, 2012.

Barbara A McGee

BARBARA A. McGEE, Authority Secretary

EXHIBIT A
HISTORICAL WATER RATE INCREASES

Approved 9/1/1993 per Resolution 3983

Service Deposit			
¾"	$40.00	3"	$464.00
1"	$40.00	4"	$800.00
1 ½"	$128.00	6"	$1,832.00
2"	$212.00	8"	$3,164.00
Fire Hydrant Meter, a deposit of $682.00 shall be paid before the meter is set			
Minimum Monthly Service Charge			
½" -¾"	$5.30	3"	$61.49
1"	$8.48	4"	$106.02
1 ½"	$17.49	6"	$242.77
2"	$20.09	8"	$419.29

Monthly Consumption Quantity Charge Stage 1 – Normal Conditions: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.	
Consumption (Cubic Feet)	Charge per 100 cubic feet
First 500	$0.455
Next 2500	$0.717
Next 3000	$1.138
All over 6000	$1.399
Mobile home parks and apartments of more than 49 units on one service	
All water	$1.010
Landscape Meters	
First 3000	$1.138
All Over 3000	$1.399

Monthly Consumption Quantity Charge Stage 2 – Water Alert: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.	
Consumption (Cubic Feet)	Charge per 100 cubic feet
First 500	$0.455
Next 2500	$0.717
Next 3000	$1.707
All over 6000	$2.098
Mobile home parks and apartments of more than 49 units on one service	
First 1200	$1.138
All Over 1200	$2.098
Mobile home parks and apartments of 2-4 units on one service	
First 500	$0.455
501 - 1600	$0.717
All Over 1600	$2.098
Mobile home parks and apartments of 5-48 units on one service	
First 500	$0.455
501 - 1400	$0.717
All Over 1400	$2.098
Landscape Meters	
Last Year Comp -25% @ per billing	$1.399
All 100 cf units over per billing	$2.098
All Other Types	
Last Year Comp -10% @ per billing	$1.399
All 100 cf units over per billing	$2.098

Monthly Consumption Quantity Charge Stage 3 – Water Warning: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.	
Consumption (Cubic Feet)	Charge per 100 cubic feet
First 500	$0.455
Next 1900	$0.717
Next 3600	$2.276
All over 6000	$2.798
Mobile home parks and apartments of more than 49 units on one service	
First 1000	$1.138
All Over 1000	$2.798
Mobile home parks and apartments of 2-4 units on one service	
First 500	$0.455
501 - 1400	$0.717
All Over 1400	$2.798
Mobile home parks and apartments of 5-48 units on one service	
First 500	$0.455
501 - 1200	$0.717
All Over 1200	$2.798
Landscape Meters	
Last Year Comp -50% @ per billing	$1.399
All 100 cf units over per billing	$2.798
All Other Types	
Last Year Comp -20% @ per billing	$1.399
All 100 cf units over per billing	$2.798

Monthly Consumption Quantity Charge Stage 4 – Water Emergency: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.	
Consumption (Cubic Feet)	Charge per 100 cubic feet
First 500	$0.455
Next 1600	$0.717
Next 3900	$2.845
All over 6000	$3.497
Mobile home parks and apartments of more than 49 units on one service	
First 800	$1.138
All Over 800	$3.497
Mobile home parks and apartments of 2-4 units on one service	
First 500	$0.455
501 - 1200	$0.717

All Over 1200	$3.497
Mobile home parks and apartments of 5-48 units on one service	
First 500	$0.455
501 - 1000	$0.717
All Over 1000	$3.497
Landscape Meters	
Last Year Comp -75% @ per billing	$1.399
All 100 cf units over per billing	$3.497
All Other Types	
Last Year Comp -30% @ per billing	$1.399
All 100 cf units over per billing	$3.498
Fire Hydrant Water	
Deposit	$682.00
Rental per calendar day	$2.033
Water consumed per 100 CF – Stage 1	$1.399
Water consumed per 100 CF – Stage 2	$2.098
Water consumed per 100 CF – Stage 3	$2.798
Water consumed per 100 CF – Stage 4	$3.497
Reclaimed Water	
All Reclaimed Water – per 100 CF	$0.699
Delinquent Charges:	
Turnoff List Processing Charge	$39.00
Restoration of discontinued service after 5:30PM or Friday through Saturday is $79.00. Outstanding delinquent balances shall be charged 1.5% per month on total amount billed.	
New Housing Tracts:	
Flat rate of $28.00 per lot is charged to each new tract for construction water.	

Meter Testing

½"-¾"	$44.00	3"	City Cost
1"	$44.00	4"	168.00
1 ½"	131.00	6"	189.00
2"	157.00	8"	205.00

Account Opening Fee:	
Same Day Service – 7:00AM-5:30PM	$30.00
Next Day Service – 7:00AM-5:30PM	$10.00
Service Rate:	
Additional Calls	$10.00 per Call

Approved 4/1/2004 per Resolution 5074

Service Deposit			
¾"	$40.00	3"	$464.00
1"	$40.00	4"	$800.00
1 ½"	$128.00	6"	$1,832.00
2"	$212.00	8"	$3,164.00
Fire Hydrant Meter, a deposit of $682.00 shall be paid before the meter is set			
Minimum Monthly Service Charge			
½" -¾"	$12.00	3"	$127.95
1"	$17.36	4"	$217.13
1 ½"	$20.92	6"	$449.02
2"	$60.16	8"	$645.23
Monthly Consumption Quantity Charge: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.428	
Next 2500		$0.674	
Next 3000		$1.069	
All over 6000		$1.315	
Mobile home parks and apartments of more than 49 units on one service			
All water		$0.949	
Landscape Meters			
First 3000		$1.069	
All Over 3000		$1.315	
Fire Hydrant Water			
All Water		$1.315	
Perchlorate Surcharge – Minimum Monthly Service Charge			
½"-¾"	$6.84	3"	$95.78
1"	$10.95	4"	$164.20
1 ½"	$13.68	6"	$342.08
2"	$43.79	8"	$492.59
Fire Hydrant Water		$95.78 or $3.193 per day	
Private Fire Service		$0.00	
Perchlorate Surcharge - Monthly Consumption Quantity Charge: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.127	
Next 2500		$0.200	
Next 3000		$0.317	
All over 6000		$0.389	
Mobile home parks and apartments of more than 49 units on one service			
All water		$0.281	
Landscape Meters			
First 3000		$0.317	
All Over 3000		$0.389	
Fire Hydrant Water			
All Water		$0.389	
Delinquent Charges:			
Turnoff List Processing Charge		$39.00	
Restoration of discontinued service after 5:30PM or Friday through Saturday is $79.00. Outstanding delinquent balances shall be charged 1.5% per month on total amount billed.			
New Housing Tracts:			
Flat rate of $28.00 per lot is charged to each new tract for construction water.			
Meter Testing			
½"-¾"	$44.00	3"	City Cost
1"	$44.00	4"	City Cost
1 ½"	City Cost	6"	City Cost
2"	City Cost	8"	City Cost
Account Opening Fee:			
Same Day Service – 7:00AM-5:30PM		$30.00	
Next Day Service – 7:00AM-5:30PM		$10.00	
Service Rate:			
Additional Calls		$10.00 per Call	

EXHIBIT B

HISTORICAL SEWER RATE INCREASES

		Res 3748A Effective 8/1/1991	Res 3984 Effective 9/1/1993	Ord 1271 Effective 2/1/1998	Ord 1271 Effective 1/1/1999	Reso 4746 Ord 1315 Effective 7/1/2001	Ord 1335 Effective 9/1/2002	Ord 1335 Effective 7/1/2003	Ord 1335 Effective 7/1/2004	Current Ord 1335 Effective 7/1/2005	Unit
1	**Percent Increase**	52.80%	0.00%	5.68%	4.66%	22.95%	17.44%	12.24%	4.90%	4.63%	
2	**Group I (1)**										
3	Residential	$13.20	$13.20	$13.95	$14.60	$17.95	$21.08	$23.66	$24.82	$25.97	per month
4	Residential X 3	$39.60	$39.60	41.85	43.80	53.85	63.24	70.98	74.46	$77.91	per month
5	Residential PS	$13.20	$13.20							$27.26	per month
6	Residential Mult.	$13.20	$13.20							$25.97	er month/unt
7	**Group II (3)**										
8	Commercial	$1.59	$1.59	$1.59	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
9	(includes - Softwater Service, Car Wash, Office Buildings, Cleaners,										
10	Department/Retail Stores, Warehouse, Car lots, Equipment Rental, Storage Units,										
11	Hospitals, Manufacturing, Indoor Theater, Day Care, Pre School,										
12	Disabled Care, Nail/Hair Salon, Church)										
13	**Group III (3)**										
14	Commercial	$1.59	$1.59	$1.75	$1.86	$2.30	$2.70	$3.03	$3.18	$3.33	per HCF
15	(includes - Hotels /Motels (no restaurant), repair and Service Station,										
16	Shopping Center, Recreation Park, Nursery/Florist,										
17	Manufacturing - Non-Domestic, Lumber Yard, Nightclub, Bar, Hall)										
18	**Group IV (3)**										
19	Commercial	$1.59	$1.59	$1.99	$2.38	$2.94	$3.45	$3.87	$4.06	$4.25	per HCF
20	(includes - Hotels /Motels (w/restaurants), Bakeries, Dairy,										
21	Supermarkets, Dairy, Meat Market, Mom & Pop, Mortuary, Restaurants,										
22	Fast Food, Catering)										
23	**Group V (2)**										
24	Schools -										
25	Elementary	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.35	Per student
26	Junior High	$0.42	$0.42	$0.47	$0.48	$0.59	$0.69	$0.77	$0.81	$0.85	Per student
27	High	$0.42	$0.42	$0.47	$0.48	$0.59	$0.69	$0.77	$0.81	$0.85	Per student
28	Continuation	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.36	Per student
29	Adult Education	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.36	Per student
30	**Group VI (3)**										
31	Large Volume	$1.59	$1.59	$1.60	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
32	Hospital	$1.59	$1.59	$1.60	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
33	Commercial Building	$1.59	$1.59	$1.59	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF

RESOLUTION NO. 6118

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO RATIFYING AND CONFIRMING THE HISTORICAL ESTABLISHMENT AND INCREASES OF WATER AND SEWER RATES AND CHARGES

RESOLVED, by the City Council of the City of Rialto (the "City"), as follows:

WHEREAS, Section 12.04.060 of the Rialto Municipal Code provides that the City Council may establish and set forth water rates, fees and deposits and water main charges by resolution from time to time; and

WHEREAS, Section 12.08.200(D) of the Rialto Municipal Code provides that the City Council may establish and set forth sewer rates and charges by resolution from time to time; and

WHEREAS, in accordance with Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," which was approved by California voters on November 5, 1996 adding Article XIIID to the California Constitution, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was distributed by U.S. Mail, at least forty-five (45) days prior to the public hearing, to all property owners of record; and

WHEREAS, in accordance with Section 5956.6 of the California Government Code, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was published in The San Bernardino Sun Newspaper at least ten (10) days prior to the public hearing; and

WHEREAS, a properly noticed public hearing concerning the proposed rates and charges set forth in this Resolution was held on June 12, 2012, as required by law; and

WHEREAS, written protests regarding the revised schedule for water and sewer rates and charges were accepted from the public and considered before the close of the public hearing; and

WHEREAS, a tally of the written protests against the revised schedule of water and sewer rates and charges shows that less than a majority of the property owners have submitted written protests against the revised schedule of water and sewer rates and charges;

NOW, THEREFORE, it is hereby **ORDERED** and **DETERMINED**, as follows:

Section 1. The foregoing recitals are true and correct and the City Council hereby so finds and determines.

Section 2. The City Council hereby ratifies and confirms the historical establishment and increases of water and sewer rates as set forth in the "Historical Water Rate Increases" and "Historical Sewer Rate Increases" attached hereto and incorporated by reference as Exhibit A and Exhibit B, respectively.

Section 3. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 26th day of June, 2012.

GRACE VARGAS
Mayor of the City of Rialto

ATTEST:

BARBARA A. McGEE
City Clerk of the City of Rialto

APPROVED AS TO FORM:

JIMMY GUTIERREZ
City Attorney of the City of Rialto

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.6118 was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 26th day of June, 2012.

Upon motion of Council Member Scott, seconded by Council Member Robertson, the foregoing Resolution No. 6118 was duly passed and adopted.

Vote on the motion:

AYES: Mayor Vargas, Council Members: Robertson, Scott, Palmer

NOES: Council Member Baca Jr.

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 28th day of June, 2012.

BARBARA MCGEE, CITY CLERK

EXHIBIT A
HISTORICAL WATER RATE INCREASES

Approved 9/1/1993 per Resolution 3983

Service Deposit			
¾"	$40.00	3"	$464.00
1"	$40.00	4"	$800.00
1 ½"	$128.00	6"	$1,832.00
2"	$212.00	8"	$3,164.00
Fire Hydrant Meter, a deposit of $682.00 shall be paid before the meter is set			
Minimum Monthly Service Charge			
½" -¾"	$5.30	3"	$61.49
1"	$8.48	4"	$106.02
1 ½"	$17.49	6"	$242.77
2"	$20.09	8"	$419.29
Monthly Consumption Quantity Charge Stage 1 – Normal Conditions: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.455	
Next 2500		$0.717	
Next 3000		$1.138	
All over 6000		$1.399	
Mobile home parks and apartments of more than 49 units on one service			
All water		$1.010	
Landscape Meters			
First 3000		$1.138	
All Over 3000		$1.399	
Monthly Consumption Quantity Charge Stage 2 – Water Alert: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.455	
Next 2500		$0.717	
Next 3000		$1.707	
All over 6000		$2.098	
Mobile home parks and apartments of more than 49 units on one service			
First 1200		$1.138	
All Over 1200		$2.098	
Mobile home parks and apartments of 2-4 units on one service			
First 500		$0.455	
501 - 1600		$0.717	
All Over 1600		$2.098	
Mobile home parks and apartments of 5-48 units on one service			
First 500		$0.455	
501 - 1400		$0.717	
All Over 1400		$2.098	
Landscape Meters			
Last Year Comp -25% @ per billing		$1.399	
All 100 cf units over per billing		$2.098	
All Other Types			
Last Year Comp -10% @ per billing		$1.399	
All 100 cf units over per billing		$2.098	
Monthly Consumption Quantity Charge Stage 3 – Water Warning: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.455	
Next 1900		$0.717	
Next 3600		$2.276	
All over 6000		$2.798	
Mobile home parks and apartments of more than 49 units on one service			
First 1000		$1.138	
All Over 1000		$2.798	
Mobile home parks and apartments of 2-4 units on one service			
First 500		$0.455	
501 - 1400		$0.717	
All Over 1400		$2.798	
Mobile home parks and apartments of 5-48 units on one service			
First 500		$0.455	
501 - 1200		$0.717	
All Over 1200		$2.798	
Landscape Meters			
Last Year Comp -50% @ per billing		$1.399	
All 100 cf units over per billing		$2.798	
All Other Types			
Last Year Comp -20% @ per billing		$1.399	
All 100 cf units over per billing		$2.798	
Monthly Consumption Quantity Charge Stage 4 – Water Emergency: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.455	
Next 1600		$0.717	
Next 3900		$2.845	
All over 6000		$3.497	
Mobile home parks and apartments of more than 49 units on one service			
First 800		$1.138	
All Over 800		$3.497	
Mobile home parks and apartments of 2-4 units on one service			
First 500		$0.455	
501 - 1200		$0.717	

All Over 1200	$3.497
Mobile home parks and apartments of 5-48 units on one service	
First 500	$0.455
501 - 1000	$0.717
All Over 1000	$3.497
Landscape Meters	
Last Year Comp -75% @ per billing	$1.399
All 100 cf units over per billing	$3.497
All Other Types	
Last Year Comp -30% @ per billing	$1.399
All 100 cf units over per billing	$3.498
Fire Hydrant Water	
Deposit	$682.00
Rental per calendar day	$2.033
Water consumed per 100 CF – Stage 1	$1.399
Water consumed per 100 CF – Stage 2	$2.098
Water consumed per 100 CF – Stage 3	$2.798
Water consumed per 100 CF – Stage 4	$3.497
Reclaimed Water	
All Reclaimed Water – per 100 CF	$0.699
Delinquent Charges:	
Turnoff List Processing Charge	$39.00
Restoration of discontinued service after 5:30PM or Friday through Saturday is $79.00. Outstanding delinquent balances shall be charged 1.5% per month on total amount billed.	
New Housing Tracts:	
Flat rate of $28.00 per lot is charged to each new tract for construction water.	

Meter Testing

½"-¾"	$44.00	3"	City Cost
1"	$44.00	4"	168.00
1 ½"	131.00	6"	189.00
2"	157.00	8"	205.00

Account Opening Fee:	
Same Day Service – 7:00AM-5:30PM	$30.00
Next Day Service – 7:00AM-5:30PM	$10.00
Service Rate:	
Additional Calls	$10.00 per Call

Approved 4/1/2004 per Resolution 5074

Service Deposit			
¾"	$40.00	3"	$464.00
1"	$40.00	4"	$800.00
1 ½"	$128.00	6"	$1,832.00
2"	$212.00	8"	$3,164.00
Fire Hydrant Meter, a deposit of $682.00 shall be paid before the meter is set			
Minimum Monthly Service Charge			
½" -¾"	$12.00	3"	$127.95
1"	$17.36	4"	$217.13
1 ½"	$20.92	6"	$449.02
2"	$60.16	8"	$645.23
Monthly Consumption Quantity Charge: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.428	
Next 2500		$0.674	
Next 3000		$1.069	
All over 6000		$1.315	
Mobile home parks and apartments of more than 49 units on one service			
All water		$0.949	
Landscape Meters			
First 3000		$1.069	
All Over 3000		$1.315	
Fire Hydrant Water			
All Water		$1.315	
Perchlorate Surcharge – Minimum Monthly Service Charge			
½"-¾"	$6.84	3"	$95.78
1"	$10.95	4"	$164.20
1 ½"	$13.68	6"	$342.08
2"	$43.79	8"	$492.59
Fire Hydrant Water		$95.78 or $3.193 per day	
Private Fire Service		$0.00	
Perchlorate Surcharge - Monthly Consumption Quantity Charge: Except mobile home parks and apartments with 49 or more units on one service and landscape meters.			
Consumption (Cubic Feet)		Charge per 100 cubic feet	
First 500		$0.127	
Next 2500		$0.200	
Next 3000		$0.317	
All over 6000		$0.389	
Mobile home parks and apartments of more than 49 units on one service			
All water		$0.281	
Landscape Meters			
First 3000		$0.317	
All Over 3000		$0.389	
Fire Hydrant Water			
All Water		$0.389	
Delinquent Charges:			
Turnoff List Processing Charge		$39.00	
Restoration of discontinued service after 5:30PM or Friday through Saturday is $79.00. Outstanding delinquent balances shall be charged 1.5% per month on total amount billed.			
New Housing Tracts:			
Flat rate of $28.00 per lot is charged to each new tract for construction water.			
Meter Testing			
½"-¾"	$44.00	3"	City Cost
1"	$44.00	4"	City Cost
1 ½"	City Cost	6"	City Cost
2"	City Cost	8"	City Cost
Account Opening Fee:			
Same Day Service – 7:00AM-5:30PM		$30.00	
Next Day Service – 7:00AM-5:30PM		$10.00	
Service Rate:			
Additional Calls		$10.00 per Call	

EXHIBIT B

HISTORICAL SEWER RATE INCREASES

		Res 3748A Effective 8/1/1991	Res 3984 Effective 9/1/1993	Ord 1271 Effective 2/1/1998	Reso 4746 Ord 1271 Effective 1/1/1999	Ord 1315 Effective 7/1/2001	Ord 1335 Effective 9/1/2002	Ord 1335 Effective 7/1/2003	Ord 1335 Effective 7/1/2004	Current Ord 1335 Effective 7/1/2005	Unit
1	**Percent Increase**	52.80%	0.00%	5.68%	4.66%	22.95%	17.44%	12.24%	4.90%	4.63%	
2	**Group I (1)**										
3	Residential	$13.20	$13.20	$13.95	$14.60	$17.95	$21.08	$23.66	$24.82	$25.97	per month
4	Residential X 3	$39.60	$39.60	41.85	43.80	53.85	63.24	70.98	74.46	$77.91	per month
5	Residential PS	$13.20	$13.20							$27.26	per month
6	Residential Multi.	$13.20	$13.20							$25.97	er month/unit
7	**Group II (3)**										
8	Commercial	$1.59	$1.59	$1.59	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
9	(includes - Softwater Service, Car Wash, Office Buildings, Cleaners,										
10	Department/Retail Stores, Warehouse, Car lots, Equipment Rental, Storage Units,										
11	Hospitals, Manufacturing, Indoor Theater, Day Care, Pre School,										
12	Disabled Care, Nail/Hair Salon, Church)										
13	**Group III (3)**										
14	Commercial	$1.59	$1.59	$1.75	$1.86	$2.30	$2.70	$3.03	$3.18	$3.33	per HCF
15	(includes - Hotels /Motels (no restaurant), repair and Service Station,										
16	Shopping Center, Recreation Park, Nursery/Florist,										
17	Manufacturing - Non-Domestic, Lumber Yard, Nightclub, Bar, Hall)										
18	**Group IV (3)**										
19	Commercial	$1.59	$1.59	$1.99	$2.38	$2.94	$3.45	$3.87	$4.06	$4.25	per HCF
20	(includes - Hotels /Motels (w/restaurants), Bakeries, Dairy,										
21	Supermarkets, Dairy, Meat Market, Mom & Pop, Mortuary, Restaurants,										
22	Fast Food, Catering)										
23	**Group V (2)**										
24	Schools -										
25	Elementary	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.36	Per student
26	Junior High	$0.42	$0.42	$0.47	$0.48	$0.59	$0.69	$0.77	$0.81	$0.85	Per student
27	High	$0.42	$0.42	$0.47	$0.48	$0.59	$0.69	$0.77	$0.81	$0.85	Per student
28	Continuation	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.36	Per student
29	Adult Education	$0.42	$0.42	$0.20	$0.20	$0.25	$0.29	$0.33	$0.34	$0.36	Per student
30	**Group VI (3)**										
31	Large Volume	$1.59	$1.59	$1.60	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
32	Hospital	$1.59	$1.59	$1.60	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF
33	Commercial Building	$1.59	$1.59	$1.59	$1.59	$1.95	$2.29	$2.57	$2.70	$2.83	per HCF

RESOLUTION NO. 14-12

RESOLUTION OF THE BOARD OF THE RIALTO UTILITY AUTHORITY ESTABLISHING A REVISED SCHEDULE OF WATER AND SEWER RATES AND CHARGES

RESOLVED, by the Rialto Utility Authority (the "Authority"), as follows:

WHEREAS, Section 12.04.060 of the Rialto Municipal Code provides that the City Council may establish and set forth water rates, fees and deposits and water main charges by resolution from time to time; and

WHEREAS, Section 12.08.200(D) of the Rialto Municipal Code provides that the City Council may establish and set forth sewer rates and charges by resolution from time to time; and

WHEREAS, the City retained the services of SAIC Energy, Environment & Infrastructure, LLC to review, analyze, evaluate and recommend proposed rates, fees and charges, which are set forth in the document entitled "Water and Wastewater Rate Study" dated March 2012; and

WHEREAS, in accordance with Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," which was approved by California voters on November 5, 1996 adding Article XIIID to the California Constitution, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was distributed by U.S. Mail, at least forty-five (45) days prior to the public hearing, to all property owners of record; and

WHEREAS, in accordance with Section 5956.6 of the California Government Code, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was published in the San Bernardino Sun newspaper at least ten (10) days prior to the public hearing; and

WHEREAS, a properly noticed public hearing concerning the proposed rates and charges set forth in this Resolution was held on June 12, 2012, as required by law; and

WHEREAS, written protests regarding the revised schedule for water and sewer rates and charges were accepted from the public and considered before the close of the public hearing; and

WHEREAS, a tally of the written protests against the revised schedule of water and sewer rates and charges shows that less than a majority of the property owners have submitted written protests against the revised schedule of water and sewer rates and charges;

NOW, THEREFORE, it is hereby **ORDERED** and **DETERMINED**, as follows:

Section 1. The foregoing recitals are true and correct and the Authority hereby so finds and determines.

Section 2. Effective January 1, 2013, water and sewer rates and charges are increased and established in the amounts as set forth in the "Water Rates" and "Sewer Rates" attached hereto and incorporated by reference as Exhibit A and Exhibit B, respectively.

Section 3. Effective January 1, 2013, the City will offer *Low Income* and *Senior Citizen* Discount programs that will provide for a 20% discount on the flat rate sewer rate and base water rate as noted in Exhibit A and Exhibit B respectively. The *Low Income* discount program is applicable to all households in the respective service area who can effectively demonstrate that the total household income of the property represented is equal to or lower than the "Low Income" levels as set annually by the Housing and Urban Development department for the County of San Bernardino. Annual confirmation of household income is required to remain in the program. Non-compliance with the annual application process is cause for suspension or disqualification from the program. The *Senior Citizen* Discount program requires that the account holder of the utility account be at age 65 or older at the time of the application for the program. There is no annual qualification required for the Senior Citizen Discount program. The Council reserves the right to amend, augment, limit or suspend the discount programs at any time.

Section 4. Effective January 1, 2013, the delinquency penalty percentage shall increase from 1.5% to 10%.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED by the Authority and signed by the President and attested by the Secretary this 26th day of June, 2012.

GRACE VARGAS
President of the Authority

ATTEST:

BARBARA A. McGEE
Secretary of the Authority

APPROVED AS TO FORM:

JIMMY GUTIERREZ
Counsel of the Authority

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, Authority Secretary of the City of Rialto, do hereby certify that the foregoing Resolution No.14-12 was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 26th day of June, 2012.

Upon motion of Council Member Scott, seconded by Council Member Robertson, the foregoing Resolution No. 14-12was duly passed and adopted.

Vote on the motion:

AYES: President Vargas, Authority Members: Robertson, Scott, Palmer

NOES: Authority Member Baca Jr.

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 28th day of June, 2012.

Barbara A McGee
BARBARA MCGEE, CITY CLERK

EXHIBIT A

WATER RATES

Line	Water Rate Component	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
1	**Monthly Mininum Charge**							
2	Single Family Residences, Multiple Family Connections, Commercial, Landscape, and Industrial Service Customers							
3	1/2 " & 5/8" meter	$12.00	$16.26	$21.59	$28.24	$29.57	$29.57	per month
4	3/4" meter	12.00	16.26	21.59	28.24	29.57	29.57	per month
5	1" meter	17.36	23.52	31.24	40.86	42.78	42.78	per month
6	1 1/2" meter	20.92	28.35	37.64	49.24	51.55	51.55	per month
7	2" meter	60.16	81.52	108.25	141.60	148.25	148.25	per month
8	3" meter	127.95	173.37	230.24	301.15	315.31	315.31	per month
9	4" meter	217.13	294.21	390.71	511.05	535.07	535.07	per month
10	6" meter	449.02	608.42	807.98	1,056.84	1,106.52	1,106.52	per month
11	8" meter	645.23	874.29	1,161.05	1,518.66	1,590.03	1,590.03	per month
12	Fire Hydrant Water	127.95	173.37	230.24	301.15	315.31	315.31	per month
13								
14	**Volume Charge for Monthly Consumption**							
15	All Customers Except those Noted Below							
16	1 - 5 Units	$0.428	$0.58	$0.77	$1.01	$1.05	$1.05	per HCF
17	6 - 30 Units	$0.674	0.91	1.21	1.59	1.66	1.66	per HCF
18	31 - 60 Units	$1.069	1.45	1.92	2.52	2.63	2.63	per HCF
19	61 - Over units	$1.315	1.78	2.37	3.10	3.24	3.24	per HCF
20	Multiple Apartments							
21	Over 49 Units and Mobile Homes	$0.949	$1.29	$1.71	$2.23	$2.34	$2.34	per HCF
22	Landscape							
23	1 to 30 Units	$1.069	$1.45	$1.92	$2.52	$2.63	$2.63	per HCF
24	31 and over units	$1.315	1.78	2.37	3.10	3.24	3.24	per HCF
25								
26	**Fireline**							
27	Rate	$11.010	$14.92	$19.81	$25.91	$27.13	$27.13	per inch of line
28	**Hydrant**							
29	Rate	$1.320	$1.79	$2.38	$3.11	$3.25	$3.25	per HCF
30	Per Day	$4.265	$5.78	$7.67	$10.04	$10.51	$10.51	per day

*Fees shall be adjusted annually every January 1st by the increase in the Consumer Price Index ("CPI") for "All Urban Wage Earners and Clerical Workers" (West urban) category as published by Bureau of Labor Statistics in October of each year. Provided, however, any inflation adjustment shall not exceed the cost of providing the service. Such automatic increases shall not exceed five years.

(Line 14-24) The "Volume Charge for Monthly Consumption" of the water rate recovers costs of purchasing water and the cost of pumping water from our local basins, increased electricity, chemical and natural gas costs and the cost of complying with new Federal and/or State regulations and mandates. The adjustment rate is calculated annually and becomes effective the first day of October. The adjustment charge does not necessarily change annually. It is based on the costs described above for the previous 12 months. Such automatic adjustments shall not exceed five years."

NOTE: notices of any adjustments shall be given pursuant to subdivision (a) of Section 53755, not less than 30 days before the effective date of the adjustment.

Delinquency Rate – Effective January 1, 2013, the existing delinquency rate will be adjusted to 10% of the delinquent amount of the bill charged monthly.

Senior Citizen Discount Program – Effective January 1, 2013, residential customers age 65 and over qualify for a 20% discount on the "Monthly Minimum Charge." Qualifying residents must present the proof of age, residence and a copy of the bill to apply for the program. The discount will apply to all charges applied after the date of application. Applications are available upon request. The discount is not applicable to commercial or industrial customers. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

Low Income Discount Program – Effective January 1, 2013, households who have incomes at or below the Low Income Limits (80% of Median Income) as published annually by the U.S. Department of Housing and Urban Development (HUD) for San Bernardino County qualify for a 20% discount on the "Monthly Minimum Charge." Customers must present proof of identification, proof of income (Rialto Utility Authority, or its designee, reserves the right to request any necessary information to determine the income for the purpose of program acceptance), proof of residence, and a copy of a current bill to apply for the program. Applications are available upon request. The discount is not applicable to commercial or industrial customers. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

EXHIBIT B

SEWER RATES

	Customer Type	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
1	**Group I (1)**							
2	Residential	$25.97	$32.46	$40.58	$50.72	$60.19	$60.19	per month
3	Residential X 3	77.91	97.39	121.73	152.17	180.56	180.56	per month
4	Residential PS	27.26	34.08	42.59	53.24	63.18	63.18	per month
5	Residential Multi.	25.97	32.46	40.58	50.72	60.19	60.19	per month per unit
6								
7	**Group II (1)**							
8	Commercial	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
9	(includes - Softwater Service, Car Wash, Office Buildings, Cleaners,							
10	Department/Retail Stores, Warehouse, Car lots, Equipment Rental, Storage Units,							
11	Hospitals, Manufacturing, Indoor Theater, Day Care, Pre School,							
12	Disabled Care, Nail/Hair Salon, Church)							
13								
14	**Group III (1)**							
15	Commercial	$3.33	$4.16	$5.20	$6.50	$7.72	$7.72	per HCF
16	(includes - Hotels /Motels (no restaurant), repair and Service Station,							
17	Shopping Center, Recreation Park, Nursery/Florist,							
18	Manufacturing - Non-Domestic, Lumber Yard, Nightclub, Bar, Hall)							
19								
20	**Group IV (1)**							
21	Commercial	$4.25	$5.31	$6.64	$8.30	$9.85	$9.85	per HCF
22	(includes - Hotels /Motels (w/restaurants), Bakeries, Dairy,							
23	Supermarkets, Dairy, Meat Market, Mom & Pop, Mortuary, Restaurants,							
24	Fast Food, Catering)							
25								
26	**Group V (1)**							
27	Schools -							
28	Elementary	$0.36	$0.45	$0.56	$0.70	$0.83	$0.83	Per month per student
29	Junior High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
30	High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
31	Continuation	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
32	Adult Education	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
33								
34	**Group VI (1)**							
35	Large Volume	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
36	Hospital	2.83	3.54	4.42	5.53	6.56	6.56	per HCF
37	Commercial Building	2.83	3.54	4.42	5.53	6.56	6.56	per HCF

*Fees shall be adjusted annually every July 1st by the increase in the Consumer Price Index ("CPI") for "All Urban Wage Earners and Clerical Workers" (West urban) category as published by Bureau of Labor Statistics in April of each year. Provided, however, any inflation adjustment shall not exceed the cost of providing the service. Such automatic increases shall not exceed five years. NOTE: notices of any adjustments shall be given pursuant to subdivision (a) of Section 53755, not less than 30 days before the effective date of the adjustment.

The sewer rate recovers costs of treatment of the wastewater, increased electricity, chemical and natural gas costs and the cost of complying with new Federal and/or State regulations and mandates. The adjustment rate is calculated annually and becomes effective the first day of July of each year. The adjustment charge does not necessarily change annually. It is based on the costs described above for the previous 12 months. Such automatic adjustments shall not exceed five years."

Delinquency Rate – Effective January 1, 2013, the existing delinquency rate will be adjusted to 10% of the delinquent amount of the bill charged monthly.

Senior Citizen Discount Program – Effective January 1, 2013, customers age 65 and over qualify for a 20% discount on the "Total Sewer Flat Rate." Qualifying residents must present their proof of age, residence and a copy of their most current bill to apply for the program. The discount will apply to all charges applied after the date of application. Applications are available upon request. For multi-family units the discount can only apply to the units where the qualifying Senior Citizen resides. The discount is applicable for residential customers only. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

Low Income Discount Program – Effective January 1, 2013, households who have incomes at or below the Low Income Limits (80% of Median Income) as published annually by the U.S. Department of Housing and Urban Development (HUD) for San Bernardino County qualify for a 20% discount on the "Total Sewer Flat Rate." Customers must present proof of identification, proof of income (Rialto Utility Authority, or its designee, reserves the right to request any necessary information to determine the income for the purpose of program acceptance), proof of residence, and a copy of a current bill to apply for the program. Applications are available upon request. For multi-family units the discount can only apply to the units where the low income applicants reside. The discount is applicable for residential customers only. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

EXHIBIT A

WATER RATES

Line	Water Rate Component	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
1	**Monthly Mininum Charge**							
2	Single Family Residences, Multiple Family Connections, Commercial, Landscape, and Industrial Service Customers							
3	1/2 " & 5/8" meter	$12.00	$16.26	$21.59	$28.24	$29.57	$29.57	per month
4	3/4" meter	12.00	16.26	21.59	28.24	29.57	29.57	per month
5	1" meter	17.36	23.52	31.24	40.86	42.78	42.78	per month
6	1 1/2" meter	20.92	28.35	37.64	49.24	51.55	51.55	per month
7	2" meter	60.16	81.52	108.25	141.60	148.25	148.25	per month
8	3" meter	127.95	173.37	230.24	301.15	315.31	315.31	per month
9	4" meter	217.13	294.21	390.71	511.05	535.07	535.07	per month
10	6" meter	449.02	608.42	807.98	1,056.84	1,106.52	1,106.52	per month
11	8" meter	645.23	874.29	1,161.05	1,518.66	1,590.03	1,590.03	per month
12	Fire Hydrant Water	127.95	173.37	230.24	301.15	315.31	315.31	per month
13								
14	**Volume Charge for Monthly Consumption**							
15	All Customers Except those Noted Below							
16	1 - 5 Units	$0.428	$0.58	$0.77	$1.01	$1.05	$1.05	per HCF
17	6 - 30 Units	$0.674	0.91	1.21	1.59	1.66	1.66	per HCF
18	31 - 60 Units	$1.069	1.45	1.92	2.52	2.63	2.63	per HCF
19	61 - Over units	$1.315	1.78	2.37	3.10	3.24	3.24	per HCF
20	Multiple Apartments							
21	Over 49 Units and Mobile Homes	$0.949	$1.29	$1.71	$2.23	$2.34	$2.34	per HCF
22	Landscape							
23	1 to 30 Units	$1.069	$1.45	$1.92	$2.52	$2.63	$2.63	per HCF
24	31 and over units	$1.315	1.78	2.37	3.10	3.24	3.24	per HCF
25								
26	**Fireline**							
27	Rate	$11.010	$14.92	$19.81	$25.91	$27.13	$27.13	per inch of line
28	**Hydrant**							
29	Rate	$1.320	$1.79	$2.38	$3.11	$3.25	$3.25	per HCF
30	Per Day	$4.265	$5.78	$7.67	$10.04	$10.51	$10.51	per day

*Fees shall be adjusted annually every January 1st by the increase in the Consumer Price Index ("CPI") for "All Urban Wage Earners and Clerical Workers" (West urban) category as published by Bureau of Labor Statistics in October of each year. Provided, however, any inflation adjustment shall not exceed the cost of providing the service. Such automatic increases shall not exceed five years.

(Line 14-24) The "Volume Charge for Monthly Consumption" of the water rate recovers costs of purchasing water and the cost of pumping water from our local basins, increased electricity, chemical and natural gas costs and the cost of complying with new Federal and/or State regulations and mandates. The adjustment rate is calculated annually and becomes effective the first day of October. The adjustment charge does not necessarily change annually. It is based on the costs described above for the previous 12 months. Such automatic adjustments shall not exceed five years."

NOTE: notices of any adjustments shall be given pursuant to subdivision (a) of Section 53755, not less than 30 days before the effective date of the adjustment.

Delinquency Rate – Effective January 1, 2013, the existing delinquency rate will be adjusted to 10% of the delinquent amount of the bill charged monthly.

Senior Citizen Discount Program – Effective January 1, 2013, residential customers age 65 and over qualify for a 20% discount on the "Monthly Minimum Charge." Qualifying residents must present the proof of age, residence and a copy of the bill to apply for the program. The discount will apply to all charges applied after the date of application. Applications are available upon request. The discount is not applicable to commercial or industrial customers. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

Low Income Discount Program – Effective January 1, 2013, households who have incomes at or below the Low Income Limits (80% of Median Income) as published annually by the U.S. Department of Housing and Urban Development (HUD) for San Bernardino County qualify for a 20% discount on the "Monthly Minimum Charge." Customers must present proof of identification, proof of income (Rialto Utility Authority, or its designee, reserves the right to request any necessary information to determine the income for the purpose of program acceptance), proof of residence, and a copy of a current bill to apply for the program. Applications are available upon request. The discount is not applicable to commercial or industrial customers. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

EXHIBIT B

SEWER RATES

	Customer Type	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
1	**Group I (1)**							
2	Residential	$25.97	$32.46	$40.58	$50.72	$60.19	$60.19	per month
3	Residential X 3	77.91	97.39	121.73	152.17	180.56	180.56	per month
4	Residential PS	27.26	34.08	42.59	53.24	63.18	63.18	per month
5	Residential Multi.	25.97	32.46	40.58	50.72	60.19	60.19	per month per unit
6								
7	**Group II (1)**							
8	Commercial	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
9	(includes - Softwater Service, Car Wash, Office Buildings, Cleaners,							
10	Department/Retail Stores, Warehouse, Car lots, Equipment Rental, Storage Units,							
11	Hospitals, Manufacturing, Indoor Theater, Day Care, Pre School,							
12	Disabled Care, Nail/Hair Salon, Church)							
13								
14	**Group III (1)**							
15	Commercial	$3.33	$4.16	$5.20	$6.50	$7.72	$7.72	per HCF
16	(includes - Hotels /Motels (no restaurant), repair and Service Station,							
17	Shopping Center, Recreation Park, Nursery/Florist,							
18	Manufacturing - Non-Domestic, Lumber Yard, Nightclub, Bar, Hall)							
19								
20	**Group IV (1)**							
21	Commercial	$4.25	$5.31	$6.64	$8.30	$9.85	$9.85	per HCF
22	(includes - Hotels /Motels (w/restaurants), Bakeries, Dairy,							
23	Supermarkets, Dairy, Meat Market, Mom & Pop, Mortuary, Restaurants,							
24	Fast Food, Catering)							
25								
26	**Group V (1)**							
27	Schools -							
28	Elementary	$0.36	$0.45	$0.56	$0.70	$0.83	$0.83	Per month per student
29	Junior High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
30	High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
31	Continuation	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
32	Adult Education	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
33								
34	**Group VI (1)**							
35	Large Volume	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
36	Hospital	2.83	3.54	4.42	5.53	6.56	6.56	per HCF
37	Commercial Building	2.83	3.54	4.42	5.53	6.56	6.56	per HCF

*Fees shall be adjusted annually every July 1st by the increase in the Consumer Price Index ("CPI") for "All Urban Wage Earners and Clerical Workers" (West urban) category as published by Bureau of Labor Statistics in April of each year. Provided, however, any inflation adjustment shall not exceed the cost of providing the service. Such automatic increases shall not exceed five years. NOTE: notices of any adjustments shall be given pursuant to subdivision (a) of Section 53755, not less than 30 days before the effective date of the adjustment.

The sewer rate recovers costs of treatment of the wastewater, increased electricity, chemical and natural gas costs and the cost of complying with new Federal and/or State regulations and mandates. The adjustment rate is calculated annually and becomes effective the first day of July of each year. The adjustment charge does not necessarily change annually. It is based on the costs described above for the previous 12 months. Such automatic adjustments shall not exceed five years."

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Low Income Discount Program – Effective January 1, 2013, households who have incomes at or below the Low Income Limits (80% of Median Income) as published annually by the U.S. Department of Housing and Urban Development (HUD) for San Bernardino County qualify for a 20% discount on the "Total Sewer Flat Rate." Customers must present proof of identification, proof of income (Rialto Utility Authority, or its designee, reserves the right to request any necessary information to determine the income for the purpose of program acceptance), proof of residence, and a copy of a current bill to apply for the program. Applications are available upon request. For multi-family units the discount can only apply to the units where the low income applicants reside. The discount is applicable for residential customers only. The City Council reserves the right to change, augment, modify or eliminate this program at any time.

RESOLUTION NO. 6119

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO ESTABLISHING A REVISED SCHEDULE OF WATER AND SEWER RATES AND CHARGES

RESOLVED, by the City Council of the City of Rialto (the "City"), as follows:

WHEREAS, Section 12.04.060 of the Rialto Municipal Code provides that the City Council may establish and set forth water rates, fees and deposits and water main charges by resolution from time to time; and

WHEREAS, Section 12.08.200(D) of the Rialto Municipal Code provides that the City Council may establish and set forth sewer rates and charges by resolution from time to time; and

WHEREAS, the City retained the services of SAIC Energy, Environment & Infrastructure, LLC to review, analyze, evaluate and recommend proposed rates, fees and charges, which are set forth in the document entitled "Water and Wastewater Rate Study" dated March 2012; and

WHEREAS, in accordance with Proposition 218, a state ballot initiative known as the "Right to Vote on Taxes Act," which was approved by California voters on November 5, 1996 adding Article XIIID to the California Constitution, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was distributed by U.S. Mail, at least forty-five (45) days prior to the public hearing, to all property owners of record; and

WHEREAS, in accordance with Section 5956.6 of the California Government Code, notice regarding the public hearing on the revised schedule for water and sewer rates and charges was published in The San Bernardino Sun newspaper at least ten (10) days prior to the public hearing; and

WHEREAS, a properly noticed public hearing concerning the proposed rates and charges set forth in this Resolution was held on June 12, 2012, as required by law; and

WHEREAS, written protests regarding the revised schedule for water and sewer rates and charges were accepted from the public and considered before the close of the public hearing; and

WHEREAS, a tally of the written protests against the revised schedule of water and sewer rates and charges shows that less than a majority of the property owners have submitted written protests against the revised schedule of water and sewer rates and charges;

NOW, THEREFORE, it is hereby **ORDERED** and **DETERMINED**, as follows:

Section 1. The foregoing recitals are true and correct and the City Council hereby so finds and determines.

Section 2. Effective January 1, 2013, water and sewer rates and charges are increased and established in the amounts as set forth in the "Water Rates" and "Sewer Rates" attached hereto and incorporated by reference as Exhibit A and Exhibit B, respectively.

Section 3. Effective January 1, 2013, the City will offer *Low Income* and *Senior Citizen* Discount programs that will provide for a 20% discount on the flat rate sewer rate and base water rate as noted in Exhibit A and Exhibit B respectively. The *Low Income* discount program is applicable to all households in the respective service area who can effectively demonstrate that the total household income of the property represented is equal to or lower than the "Low Income" levels as set annually by the Housing and Urban Development department for the County of San Bernardino. Annual confirmation of household income is required to remain in the program. Non-compliance with the annual application process is cause for suspension or disqualification from the program. The *Senior Citizen* Discount program requires that the account holder of the utility account be at age 65 or older at the time of the application for the program. There is no annual qualification required for the Senior Citizen Discount program. The Council reserves the right to amend, augment, limit or suspend the discount programs at any time.

Section 4. Effective January 1, 2013, the delinquency penalty percentage shall increase from 1.5% to 10%.

Section 5. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk this 26th day of June, 2012.

GRACE VARGAS
Mayor of the City of Rialto

ATTEST:

BARBARA A. McGEE
City Clerk of the City of Rialto

APPROVED AS TO FORM:

JIMMY GUTIERREZ
City Attorney of the City of Rialto

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.6119 was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 26th day of June, 2012.

Upon motion of Council Member Scott, seconded by Council Member Robertson, the foregoing Resolution No. 6119 was duly passed and adopted.

Vote on the motion:

AYES: Mayor Vargas, Council Members: Robertson, Scott, Palmer

NOES: Council Member Baca Jr.

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 28th day of June, 2012.

Barbara A McGee
BARBARA A. MCGEE, CITY CLERK

EXHIBIT A

WATER RATES

Line	Water Rate Component	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
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21	Over 49 Units and Mobile Homes	$0.949	$1.29	$1.71	$2.23	$2.34	$2.34	per HCF
22	Landscape							
23	1 to 30 Units	$1.069	$1.45	$1.92	$2.52	$2.63	$2.63	per HCF
24	31 and over units	$1.315	1.78	2.37	3.10	3.24	3.24	per HCF
25								
26	**Fireline**							
27	Rate	$11.010	$14.92	$19.81	$25.91	$27.13	$27.13	per inch of line
28	**Hydrant**							
29	Rate	$1.320	$1.79	$2.38	$3.11	$3.25	$3.25	per HCF
30	Per Day	$4.265	$5.78	$7.67	$10.04	$10.51	$10.51	per day

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EXHIBIT B

SEWER RATES

	Customer Type	Current	1/1/2013	1/1/2014	1/1/2015	1/1/2016	1/1/2017	Unit
1	**Group I (1)**							
2	Residential	$25.97	$32.46	$40.58	$50.72	$60.19	$60.19	per month
3	Residential X 3	77.91	97.39	121.73	152.17	180.56	180.56	per month
4	Residential PS	27.26	34.08	42.59	53.24	63.18	63.18	per month
5	Residential Multi.	25.97	32.46	40.58	50.72	60.19	60.19	per month per unit
6								
7	**Group II (1)**							
8	Commercial	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
9	(includes - Softwater Service, Car Wash, Office Buildings, Cleaners,							
10	Department/Retail Stores, Warehouse, Car lots, Equipment Rental, Storage Units,							
11	Hospitals, Manufacturing, Indoor Theater, Day Care, Pre School,							
12	Disabled Care, Nail/Hair Salon, Church)							
13								
14	**Group III (1)**							
15	Commercial	$3.33	$4.16	$5.20	$6.50	$7.72	$7.72	per HCF
16	(includes - Hotels /Motels (no restaurant), repair and Service Station,							
17	Shopping Center, Recreation Park, Nursery/Florist,							
18	Manufacturing - Non-Domestic, Lumber Yard, Nightclub, Bar, Hall)							
19								
20	**Group IV (1)**							
21	Commercial	$4.25	$5.31	$6.64	$8.30	$9.85	$9.85	per HCF
22	(includes - Hotels /Motels (w/restaurants), Bakeries, Dairy,							
23	Supermarkets, Dairy, Meat Market, Mom & Pop, Mortuary, Restaurants,							
24	Fast Food, Catering)							
25								
26	**Group V (1)**							
27	Schools -							
28	Elementary	$0.36	$0.45	$0.56	$0.70	$0.83	$0.83	Per month per student
29	Junior High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
30	High	0.85	1.06	1.33	1.66	1.97	1.97	Per month per student
31	Continuation	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
32	Adult Education	0.36	0.45	0.56	0.70	0.83	0.83	Per month per student
33								
34	**Group VI (1)**							
35	Large Volume	$2.83	$3.54	$4.42	$5.53	$6.56	$6.56	per HCF
36	Hospital	2.83	3.54	4.42	5.53	6.56	6.56	per HCF
37	Commercial Building	2.83	3.54	4.42	5.53	6.56	6.56	per HCF

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Legislation Details (With Text)

File #:	15-679	Version:	1	Name:	D.2
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/10/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve Request for Proposal for Professional Technical Consulting Services to update the Housing Element of the Rialto General Plan and perform on-call Advance Planning Professional Services.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Housing Element & On-Call Advance Plannig Services RFP				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robb Steel, Assistant to the CA/Development Services Director

Request City Council to Approve Request for Proposal for Professional Technical Consulting Services to update the Housing Element of the Rialto General Plan and perform on-call Advance Planning Professional Services.

BACKGROUND:

Housing Element

All California localities are required by Article 10.6 of the Government Code (Sections 65580-65590) to adopt housing elements as part of their general plans, and submit draft and adopted elements to the Department of Housing and Community Development (HCD) for review with compliance with State law. HCD is required to review housing elements and report its written findings within 60 days for a draft-housing element (Government Code Section 65585(b)) and within 90 days for an adopted element (Government Code Section 65585(h)). In addition, Government Code Section 65585(c) requires HCD to consider written comments from any group, individual or public agency regarding the housing element under review.

Advance Planning

Advance Planning addresses matters concerning quality of life, growth and the environment for private land development and capital improvement projects. Advance Planning supports ongoing land development activities that affect the City and coordinates with state and regional agencies to further Rialto's vision of a community that:

powered by Legistar™

1) Is a Family First Community.

2) Attracts High-Quality New Development and Improve Its Physical Environment.

3) Has an Economic Environment that Is Healthy and Diverse.

4) Is an Active Community.

This is achieved by conducting long-range studies and analyses of planning issues, managing information about the City's population and housing growth, representing the City in regional planning activities, implementing and maintaining the General Plan, drafting new or revised standards to address changes in State planning laws, new types of land uses that are not already addressed by the Municipal Code, or problematic land uses and development conditions in the community.

ANALYSIS/DISCUSSION:

Housing Element Update

The City of Rialto adopted its current Housing Element in December, 2010. California law requires a mandatory update to the Housing Element every five years. The City seeks a consultant that will manage, complete and process the majority of the tasks involved in successful certification and adoption of the City's Housing Element for the 2015 mandatory updated. The consultant will be responsible for preparing and processing the required documents, which includes data gathering, public outreach, public hearings, environmental documents, and policy recommendations. The final document shall comply with all applicable regulations pertaining to Housing Elements including any recently adopted legislation, as well as the Regional Housing Needs Assessment Allocation (RHNA). Additionally, the impact of the discontinuation of redevelopment agencies should be addressed, along with updating and developing housing program strategies to achieve the stated goals. The update will also address the modifications to the Lytle Creek Specific Plan and any proposed modification to the Renaissance Specific Plan.

On-Call Advance Planning Services

The Housing Element is a specialized advance planning task. In addition to the update, The Planning Division seeks on-call journey level advance planning services to address the following responsibilities most of which are also mandated by local, state or Federal law:

1. Maintain and Update the General Plan (text tables and charts and individual elements)

2. Maintain and Update the Zoning Ordinance

3. Environmental compliance, local referrals and Mitigation Monitoring and Reporting for the California Environmental Quality Act (CEQA);

4. Environmental compliance and Mitigation Monitoring for the National Environmental Protection Act (NEPA);

5. State Department of Conservation Surface Mining and Reclamation Act (SMARA) compliance;

6. Assembly Bill 32 Green House Gas compliance; and

7. US Census Bureau, Southern California Association of Governments (SCAG); San Bernardino

Associated Governments (SANBAG) and San Bernardino Local Agency Formation Commission (LAFCO) demographic and statistical data preparation and

8. Geographic Information Systems input and maintenance and mapping

9. Comprehensive update of the Circulation Element of the General Plan to address active transportation and alternative modes of travel including pedestrian, fixed route, and electric vehicles.

Staffing and Service Levels
Currently the Planning Division consists of two full time planners (an Assistant Planner and Associate Planner) and one Planning Manager with duties split between Planning (70%) and Business Licensing (30%). The table below compares previous staffing levels from 2006 to current staffing levels:

Previous Staffing Level (2006)	Current Staffing Level (2015)
Planning Manager	Planning Manager
Senior Planner	Associate Planner
Associate Planner	Assistant Planner
Assistant Planner	
Planning Intern	

Though population increased during the past 9 years from 98,326 in 2003 to 102,741 in 2014 and development activity is approaching pre-recession levels, planning services declined from a ratio of 1:19,665 residents to 1:34,247 residents. The degradation in planning services principally occurs in the advanced planning function, as efforts focus on processing project submittals rather than long-range planning.

The City of Colton has a population of 52,514 and the per capita service level is 1 full time staff person for every 17,500 residents. The ideal service level is 1 full time staff member for every 17,000 residents, which equates to 3 additional staff. A journey level planner at the senior skill set can fulfill both the need and expertise necessary to serve Rialto and its development community. It is anticipated that the on-call services will be needed for up to 20 hours per week.

Current planning duties including staff support to the Planning Commission, technical support to the Economic Development Committee, Development Review Committee, Transportation Commission, processing entitlement applications, CEQA document preparation and review for private development projects and Specific Plan, General Plan and Zoning administration will remain duties of permanent full time staff including the following projects: Lytle Creek Annexation, Boral Annexation, Mid Valley Landfill Expansion of operating Hours, Pepper Avenue Specific Plan and EIR, Renaissance Specific Plan Revision, EIR and Ad Hoc Committee, and affordable housing entitlement applications.

Request for Proposals
Planning Division prepared a Request for Proposals that addresses the scope of work necessary to complete the Housing Element and On-call Advance Planning services. The RFP is included as

Attachment 1 .

The RFP identifies the following tentative schedule for the selection process:

Notice requesting proposals posted and issued . . . . . October 19, 2015
Deadline for receipt of Questions. . . . . October 29, 2015
Deadline for receipt of Proposals . . . . . November 2, 2015
Contract awarded by City Council . . . . . November 17, 2015

Staff recommends that the City formally solicit professional firms to prepare the Housing Element Update and On-call Advance Planning Services

ENVIRONMENTAL IMPACT:
The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
Approval of this action complies with the City of Rialto General Plan Goals and Policies:

1. Essential community services and amenities must meet the needs and desires of our families

2. Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

3. Implementation Measure 8.1: Annual Review of General Plan, Land Use Policy Map, and Environmental Indicators

4. Implementation Measure 8.2: Zoning Code Revisions to Create New Districts Update the Zoning Ordinance upon adoption of the General Plan.

5. Implementation Measure 8.3: Zone Changes to Correct Inconsistencies

6. Goal 6-2: Promote and encourage housing development that adequately meets the needs of all socioeconomic segments of the community and region.

LEGAL REVIEW:
The City Attorney reviewed and approved the staff report and RFP.

FINANCIAL IMPACT:
The 2015/2016 fiscal year budget identifies $300,000 in contract services in account number 010-500 -4260-2011 (Contract Services for preparation of the Housing Element and on-call Advance Planning Contract services). Typical rates for on-call service at the Senior Planner Level are $100.00 per hour. At a rate of 10-20 hours per week the cost will be $50,000 to $100,000 per year. Housing Element costs vary but the anticipated cost for this service is $150,000.

RECOMMENDATION:

Staff recommends that the City Council approve the Request for Proposal for technical consultant services to update the Housing Element of the Rialto General Plan and provide on-call Advance Planning services and authorize its release.

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City of Rialto
Purchasing Division
Purchasing Manager: William Jernigan
Phone: (909) 820-2570 Fax: (909) 820-2600
Email: procurement@rialtoca.gov

REQUEST FOR PROPOSAL #15-XX
Housing Element Update and On-call Advance Planning Services

Closing Date: November 2, 2015, 4:00 P.M.

RFP Number:	15-XX
Due Date:	November 2, 2015
Time:	4:00 P.M.
Project:	Housing Element Update & On-call Advance Planning Services

The prospective supplier shall submit one (1) original and three (3) copies of a fully executed sealed proposal, to be received no later than 4:00 P.M., November 2, 2015. Sealed proposals shall be submitted to:

City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376
Attn: William Jernigan

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

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CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

STATE OF CALIFORNIA
NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN by the City of Rialto Purchasing Division will be accepting sealed proposals for the following: **Housing Element Update & On-call Advance Planning Services** for the Development Services Department, Planning Division. Proposals must be received in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376, no later than November, 2015 at 4:00 P.M.

No proposal shall be considered unless it is made on the proposal form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Proposal. All proposals must be labeled **Housing Element Update & On-call Advance Planning Services** and the proposal price must be firm for ninety (90) days from date of the proposal opening in order to permit staff evaluation and City Council award. The City of Rialto reserves the right to reject any or all proposals in whole or in part, and may waive any irregularities or informalities in any proposal to the extent permitted by law, and when the public interest will be served thereby.

Any questions relating to this Request for Proposal must be received at least 5 City business days prior to closing date, any questions received after this deadline will not be addressed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas week.

Bid packages are available online at www.rialtoca.gov. For additional information contact William at procurement@rialtoca.gov or call (909) 820-2570.

(s) William Jernigan,
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

Overview and Background

Housing Element

The City of Rialto is requests proposals from consultants interested in preparing an update to the City's Housing Element in compliance with state law. Based on current staffing level in the Plannign Division, the City is seeking a consultant that will manage, complete and process the tasks involved in successful certification and adoption of the City's Housing Element. The consultant will be responsible for preparing and processing the required documents, which includes data gathering, public outreach, public hearings, environmental documents, and policy recommendations. The final document shall comply with all applicable regulations pertaining to Housing Elements including any recently adopted legislation, as well as the Regional Housing Needs Assessment Allocation (RHNA). Additionally, the impact of the discontinuation of redevelopment agencies should be addressed, along with updating and developing housing program strategies to achieve the stated goals.

Status of Current Housing Element

The current Housing Element was adopted in 2010 and was certified by the state Department of Housing and Community Development (HCD). The State Department of Housing and Community Development requires a mandatory update every 5 years. The update for Rialto is due in 2015.

On-Call Advance Planning Services
The Planning Division handles all planning permit activities, legally mandated general plan elements, regional planning efforts and provides the staff support for the following: Planning Commission Development Review Committee, and regular technical support to the Economic Development Committee, City Council and Transportation Commission, Special Event Committee.

The City of Rialto, like most cities in California, suffered financial challenges resulting in reduced full time staffing over the last several years. At the current time, the Rialto Assistant Administrator Manager also serves as Development Services Director. The Planning Division of the Development Services Department presently has a Planning Intern (PT), Assistant Planner (FT), an Associate Planner (FT), and Planning Manager (70%).

The Planning Division seeks on-call journey level advance planning services at the Senior Planer skill set level to address the following responsibilities most of which are also mandated by local, state or Federal law as follows:

1. Maintain and Update the General Plan (text tables and charts and individual elements)

2. Maintain and Update the Zoning Ordinance

3. Environmental compliance, local referrals and Mitigation Monitoring and Reporting for the California Environmental Quality Act (CEQA);

4. Environmental compliance and Mitigation Monitoring for the National Environmental Protection Act (NEPA);

5. State Department of Conservation Surface Mining and Reclamation Act (SMARA) compliance;

6. Assembly Bill 32 Green House Gas compliance; and

7. US Census Bureau, Southern California Association of Governments (SCAG); San Bernardino Associated Governments (SANBAG) and San Bernardino Local Agency Formation Commission (LAFCO) demographic and statistical data preparation and

8. Geographic Information Systems input and maintenance and mapping

9. Comprehensive update of the Circulation Element of the General Plan to address active transportation and alternative modes of travel including pedestrian, fixed route, and electric vehicles.

About the City of Rialto

The City of Rialto, Rialto is located in western San Bernardino Valley. Rialto is sixty miles to the east of Los Angeles and 103 miles north of San Diego. The City shares its boundaries with the cities of Fontana and Colton, and unincorporated Riverside and San Bernardino counties. Rialto's 2015 population is 102,092. The City is 34 sq. miles (8.5 miles long and 4 miles wide) and 21, 760 acres in size.[1] Rialto's land use pattern is defined by nearly 100 years of historical growth. The City is primarily built-out with a mix of land uses including residential, commercial, light and heavy industrial, public facilities, and open space. Housing types in the City are shown in the chart below:

Type of Housing	Number (2014)
Single family detached	19, 589
Single Family, Attached	730
Multi-Unit Apartments (2-4 units)	1, 660
Multi- family (5 units plus)	3,703
Mobile Home Units	1, 746
Total Housing Units	**27, 428**

Source: 2015 SCAG City of Rialto Profile

[1] Sources: CA Dept. of Finance, Institute of Progress, 2010 General Plan, 2015 SCAG City of Rialto

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

Rialto is an ethnically diverse and progressive community, which boasts several unique community assets including its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, a Community Center and a Senior Center. Rialto is conveniently located to various recreational pursuits from the mountains, beaches and desert.

Supplemental Documents
The City of Rialto website has electronic copies of the General Plan, Zoning Ordinance, and numerous other planning documents which are included by reference as a part of this Request for Proposals. These documents can be accessed with QR Code:

Anticipated schedule is:
Notice requesting proposals posted and issued ..... October 19, 2015
Deadline for receipt of Questions..... October 29, 2015
Deadline for receipt of Proposals..... **November 2, 2015**
Contract awarded by City Council..... November 17, 2015

REQUIREMENTS OF PROPOSAL

The City of Rialto invites your firm to submit a proposal for **Housing Element Update & On-call Advance Planning Services** for the Development Services Department. Firms can subcontract with other firms to submit a proposal but in house services for the Housing Element and on-call consulting is preferable.

Final proposals must include the following information to be eligible for consideration:

1. Project Approach: Describe how you will approach this project from beginning to end. Include how and when you will gather input from the general public, City Council, Planning Commission, and Staff.

2. Scope of Work: Provide a detailed description of each task proposed to accomplish the scope of work, including deliverables. Respondents shall indicate their extent of involvement or assistance for each task.

3. Schedule: Develop a proposed schedule from the time the consultant is given notice to proceed through completion of the project. Schedules must include:

a. All tasks mentioned in the "Project Approach" and "Scope of Work" sections
b. An estimate of the number of hours assigned to each task

4. Cost Proposal: Provide an anticipated project cost. Include a breakdown of costs for each task listed in the "Schedule" section.

5. Project Personnel: Identify personnel who will be involved in the housing element process; including a project manager and point of contact for the City. Describe the responsibilities and assigned hours of personnel.

6. Similar Projects: Description of no more than (3) completed projects of similar scale and scope. Include contact names(s), phone numbers, and addresses. Provide proposed and final cost information for each of the projects.

7. References: Consultant must provide a minimum of two (2) client references, preferably city governments, for work provided within the last five (5) years.

8. Three written samples of work product relevant to this RFQ; and

9. Proposals must be received prior to 4:00 p.m. on the designated date below in the Selection Schedule.

10. Three (3) copies of the Proposal must be received by the date and time specified in the cover letter.

11. The selection process will be qualification based as described herein.

12. Contract will be awarded without discrimination regarding race, religion, color, age, sex, or national origin.

The technical portion of the Proposal will be considered to be public information. Note: Any proprietary information should be clearly identified and/or segregated from the rest of the Proposal.

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

SCOPE OF WORK

HOUSING ELEMENT

The City is looking for a consultant experienced in preparing state-certified Housing Elements. Based on the current workload of City Staff, it is anticipated that the consultant that will take the lead in all aspects of the process. City Staff will participate in the process by providing input, feedback and direction as needed. Additionally, Staff will actively participate in public meetings and public hearings. The goal of the City is to have a document that meets all requirements of state law and is certified by HCD, as well as reflects situations unique to Rialto incorporating the opportunities and potential concerns of the community. The anticipated work products include but are not limited to:

- Evaluation of the adopted Element
- Public Meetings
- Environmental documentation pursuant to CEQA
- Needs Assessment
- Updated Housing Element

1) On-Call Advance Planning

To implement the new "On Call" Contract Planning system City of Rialto is soliciting qualification statements from individuals and firms interested in providing "on call" contract planning services in the areas of: 1) major project review; 2) general plan element updates; 3) preparation of specific plan and preparation of general plan amendments; 4) regional planning efforts such as transportation planning; and 5) environmental review pursuant to CEQA. A list of 3-5 "on-call" contract planning individuals and/or firms will be selected for each of the above categories. A consultant meeting the qualifications may be considered and listed in more than one category.

SAMPLE EVALUAITON MATRIX

CRITERIA	SCORE (0-10)
CONSULTANT (FIRM) QUALIFICATIONS *Remarks:*	3
QUALIFICATIONS AND EXPERIENCE OF PERSONNEL PROPOSED *Remarks:*	5
STAFF AVAILABILITY *Remarks:*	5
TOTAL	**13**

- Each firm (or team of firms) shall be evaluated on its own merits in accordance with the evaluation guidelines.

- Scoring in each category will be from 0 to 10. The following rating system will be applied:

10	Optimum
8-9	Superior
6-7	Adequate
5	Marginal
3-4	Significantly deficient
0-2	Poor

DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until the City Council awards the contract at a public hearing. a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror’s organization and data that qualifies as a trade secret. The cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the Purchasing Manager shall examine the offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

DIVERSITY BUSINESS STATEMENT

The City of Rialto encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

Small Business Concerns Information

The bidder shall furnish the following information. Additional sheets may be attached, if necessary.

(1) Name: _____

(2) Address: _____

(3) Phone No.: _____ Fax No.: _____

(4) E-Mail: _____

(5) Type of Firm: (Check all that apply)
_____ Individual _____ Partnership _____ Corporation
_____ Minority Business Enterprise (MBE) _____ Women Business Enterprise (WBE)
_____ Small Disadvantaged Business (SDB) _____ Veteran Owned Business
_____ Disabled Veteran Owned Business _____ Other

(6) Business License: _____Yes _____No License Number: _____

(7) Tax Identification Number: _____

(8) Contractors License: State: ___ License No. :_____ Classification(s) _____

(9) Names and Titles of all members of the firm:
_____ _____
_____ _____
_____ _____

(10) Number of years as a contractor in construction work of the type: _____

(11) Three (3) projects of this type recently completed:

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

(12) Person who inspected the site of the proposed work for your firm:

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

Name: _____Date of Inspection: _____

GENERAL INFORMATION

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms, price, and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Proposer submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376

Delivery: City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376

FAX: (909) 820-2600
(909) 421-4965
EMAIL: procurement@rialtoca.gov

Any questions relating to this Request for Proposal must be received at least 5 City business days prior to closing date, any questions received after this deadline will not be addressed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas week.

The questioner's company name, address, e-mail, phone, fax number, and contact person must be included with the questions or comments. Answers, if any, made by the City will be sent in writing to all known proposal holders.

GENERAL TERMS AND CONDITIONS

Definition of Terms
The following terms used in the RFP documents shall be construed as follows:

1. "City" shall mean the City of Rialto.
2. "Consultant/Proposer/Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. "Supplier/Proposer/Consultant" shall be considered synonymous with term "proposer".
4. "Contract/agreement" shall be considered synonymous with term "contract".
5. "Evaluation Committee" is an independent committee established by the City to review, evaluate, and score the proposals, and to recommend award to the proposer that submitted the proposal determined by the committee to be in the best interest of the City.
6. "May" indicates something that is not mandatory, but permissible.
7. "Must/Shall" indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. "Proposer" shall mean the person or firm making the offer.
9. "Proposal" shall be the offer presented by the proposer.
10. "RFP" shall be the acronym for Request for Proposals.
11. "Should" indicates something that is recommended, but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
12. "Submittal Deadline" shall be the date and time on or before all proposals must be submitted.
13. "Successful Proposer" shall be the person, consultant, or firm to whom the award is made.

City Business License
Proposer shall secure, at the proposer's own cost, the appropriate business license from the City prior to beginning any work or delivering any equipment or material to be furnished under this specification and proposal. This must be initiated within six City working days after notification of award.

Consultant's Address and Legal Services
The address given in the proposal shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

Cost of Preparing Proposals
Any and all costs incurred responding to this RFP**,** conducting demonstrations or any other related activities, shall be borne by the proposer and the City shall not be liable for any of these costs.

Informed Proposer
Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and they cannot secure relief on the plea of error.

Proposal Errors
Proposer is liable for all errors or omissions incurred by proposer in proposal. Proposer will not be allowed to alter proposal documents after the due date for proposal submission.

The City reserves the right to make corrections due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposal. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager.

Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

Rejection of Proposal
The City reserves the right, as the interest of the City requires, to reject any or all proposals, to waive any minor informality in proposals received, to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all proposals shall not render the City liable for costs or damages.

Proposal Format and Submittal
All proposals must be submitted in writing on the enclosed Request for Proposal documents. Proposals accepted by the City in writing constitute a legally binding contract offer. All materials submitted shall become a part of the proposal. Proposers are required to submit one original RFP signed in ink and three (3) copies of the RFP. Original and copies should be identified as such. Written proposal must be presented in a sealed package. Proposer must enter the proposal number, title, and proposer's name on the outside of the package. Sealed proposals are to be delivered to the address listed in this RFP no later than the stated proposal opening date and time.

Proposers shall complete and return all applicable documents including forms, specifications, drawings, schematic diagrams, and any technical and/or illustrative literature. The Purchasing Manager may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies. Proposals must be signed by a duly authorized officer eligible to

sign contract documents for the proposer. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one proposer or one legal entity. The proposal must identify the responsible entity.

Proposals shall be based only on the material contained in the RFP, pre-proposal conference responses, amendments, addenda and other material published by the City relating to the RFP. The proposer shall disregard any previous draft material and oral representations which may have been obtained from the proposer.

Proposals that are unnecessarily elaborate beyond what is sufficient to present a complete and effective proposal are not desired.

The information requested and the manners of submission are essential to permit prompt evaluation of all proposals on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any proposals in which information requested is not furnished or where direct or complete answers are not provided.

The proposer shall not change any wording in the RFP or associated documents. Any explanation or alternative offer shall be submitted in a letter attached to the front of the proposal documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Proposals offered subject to conditions or limitations may be rejected as non-responsive.

Submitting Proposals

a) Submittal Deadline: Proposals must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
b) Responsibility: Proposers are solely responsible for ensuring that their proposals are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals. Deliveries made before the submittal deadline, but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline.
c) Extension of Submittal Deadline: The City reserves the right to extend the submittal deadline when it is in the best interest of the City.
d) Addendums: All addendums will be posted in The City of Rialto website at www.rialtoca.gov under Featured Resources Bid/Proposals. Suppliers are encouraged to check the website periodically for updates.
e) Email/Facsimile Transmissions: Proposals may NOT be submitted by email or facsimile, unless otherwise specified herein.
f) Forms: To be considered for award, each proposal shall be made on forms furnished by the City.

g) Late Proposals: The submittal deadline IS FIRM. Proposals will NOT be accepted after the submittal deadline and will be returned to the Proposer unopened.
h) Signature: To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
i) Sealed Proposals: Proposals MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Proposals Property of City/Proprietary Proposal Material
All proposals submitted in response to this RFP shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposer claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

Failure to identify sections exempt from disclosure and to include such a statement shall constitute a waiver of a proposer's right to exemption from this disclosure.

Proposal Acceptance Period
Unless otherwise stated, proposals shall be irrevocable for a period of 90 days following the proposal opening date.

Multiple Proposals
Proposers interested in submitting more than one proposal may do so, providing each proposal stands alone and independently complies with the instructions, conditions, and specifications of the RFP.

California State Board of Equalization Permit
Proposer shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer shall sign the proposal form declaring that the company has no California sales tax permit.

Applicable Laws
Selected Proposer is required to comply with all existing State, Federal, and Local laws. If Proposer outsources any work or job to a sub-proposer, it will be the prime Proposer's responsibility to ensure that all sub-proposers meet the requirements as stated in this RFP.

Withdrawal of Proposal
Proposer may withdraw proposal in writing at any time prior to the specified proposal due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the proposer must be submitted to the Purchasing Manager or appropriate email sent to procurement@rialtoca.gov. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal closing date and time.

Proposer agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proposer acknowledges that the original proposal and costs provided stand. However, Proposer has the option of withdrawing a proposal at any time until closing date and time of RFP.

Lowest Ultimate Cost and Best Overall Value to the City of Rialto
A final contract will be awarded to the highest ranked competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/Scope of Work; terms of payment; compatibility, as required; number of sub-proposers the main Proposer may need to employ for outsourced work; other costs; and other objective and accountable factors which are reasonable. The City reserves the right to select a Proposer to perform all of the work identified in the RFP, or only selected portions based on price and/or other factors.

Pre-Award Negotiations
Prior to award of contract the successful Proposer may be required to attend negotiation meetings which will be scheduled at a later date. The intent of these meetings will be to discuss and negotiate contract requirements, prices, service level agreements, specifications, ordering, invoicing, delivery, receiving and payment procedures, etc. in order to insure successful administration of the contract.

Award Selection Process
Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated.

Interviews may be held with the most qualified respondent. The recommended proposals will be submitted to the awarding authority for contract approval. The Proposer selected will be offered a contract with the City.

Execution of Notice of Award
A response to this RFP is an offer to contract with the City based upon the terms, conditions, service level agreements, and specifications contained in the RFP.

A contract will be formed when the Purchasing Manager awards the contract to the selected proposer(s).

Any contract made pursuant to this RFP, and any negotiated amendments to it must be accepted in writing by the proposer. If, for any reason proposer should fail to accept in writing, any conduct by proposer which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by proposer of the contract and all of its terms and conditions. Any terms offered in proposer's acceptance of City's contract which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may hereafter be modified only by written change order executed by the authorized representatives of both parties.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the contract negotiation period exceeds thirty (30) days or if the selected proposer fails to execute contract within five (5) business days of delivery of it, the City may elect to cancel the award and award the contract to the next highest ranked proposer.

Modifications/Change Orders/Amendments
Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Purchasing Manager, and the Contractor.

The City shall neither pay for nor be obligated to accept any modifications performed by consultant without a written change order.

Contract Administrator and Duties
The Contract Administrator, or designee, will audit the billings, approve changes to the agreement and generally be responsible for overseeing the execution and ongoing administration of the agreement. In lieu of a Contract Administrator, the Purchasing Manager will act as the Contract Administrator.

Prime Consultant
The proposer who becomes the Consultant upon award of the contract by the Purchasing Manager must be the prime consultant performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subconsultants. Acceptance or rejection of a proposer's request to use subconsultants is at the sole discretion of the City. The City reserves the right to reject any proposal to function as the prime consultant on the awarded contract. When approved, the subconsultant(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by the subconsultant.

Subconsultant
With prior approval of the City, the consultant may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The consultant shall at all times be responsible for the acts and errors or omissions of its subconsultants or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the City or any obligation on the part of the City to pay, or to be responsible for the payment of any sums to the subconsultants.

The provisions of resultant agreement shall apply to all subconsultants in the same manner as to the consultant. In particular, the City will not pay, even indirectly, the fees and expenses of a subconsultant which do not conform to the limitations and documentation requirements of resultant agreement.

Copies of Subconsultant Agreements
Upon written request from the City, the Consultant shall supply the City with subconsultant agreements.

Record and Audit Rights
The consultant shall maintain records and books of account showing all costs and expenses incurred by the consultant for the contract. The City shall have the right, upon reasonable notice, to audit the books, records, documents, and other evidence and the accounting procedures and practices, where needed, to

verify the costs and expenses claimed. The City retains this right for at least three years after final payment and until all disputes, appeals, litigation, or claims have been resolved. This right to audit shall also include inspection at reasonable times of the consultant's office or facilities which are engaged in the performance of the contract. In addition, the consultant shall, at no cost or expense to the City, furnish reasonable facilities and assistance for such an audit.

Upon request, consultant shall also provide copies of documents applicable to this contract.

The audit findings shall, to the extent allowed by law, be treated by the City as confidential.

Permits/License
It is the responsibility of the Proposer to provide any permits/licenses which may be required of Local, State, or Federal regulations at no cost to the City.

Most Favored Public Entity Pricing
The prices charged against resultant contract shall not exceed those charged any other government agency. A current price list must be available in the Proposer's local office at all times for audit by the City.

Price Changes
Prices quoted shall remain unchanged for the duration of the resultant agreement, unless agreed upon by both parties.

Cooperative Purchasing
The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFP shall be offered to any other government agency. The proposer shall state in the proposal if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the consultant and governmental agency desiring such cooperative purchasing, as long as specifications are similar and the agreements are reached within a year of original proposal.

Hold Harmless Clause
The Proposer shall, during the terms of the contract including any warranty period, indemnify, defend, and hold harmless the City, it's officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulations or decree. The Proposer agrees that this clause shall include claims involving infringement of patent or copyright.

Safety
All Consultant and subconsultants performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Severability
In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Non-Collusion Affidavit
Proposer shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the City of Rialto is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a proposal for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

Workman's Compensation Certificate
Section 3700 of the State Labor Code requires that every employer shall secure the payment compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the State Labor Code, the consultant shall sign a Compensation Insurance Certificate which is included with the Contract Agreement, and submit same to City of Rialto along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

Insurance

Prior to the commencement of any services hereunder, Proposer shall provide to the City certificates of insurance with the City named as additional insured. Such policies shall be subject to approval by the City and shall require thirty days notice to the City before any cancellation. Failure to furnish such evidence, if required, may be considered a default of the contract.

(1) Workers' compensation insurance covering all employees of the Consultant, in a minimum amount of $1 million per accident, effective per the laws of the State of California;
(2) Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of $2 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit;
(3) Commercial auto liability and property insurance covering any owned and rented vehicles of Consultant in a minimum amount of $1 million combined single limit per accident for bodily injury and property damage;
(4) Professional Liability in a minimum amount of $1 million per incident.

Termination
Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service thereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

a. Termination for Convenience

In the event that this contract is terminated or cancelled upon request, and for the convenience of the City, without the required thirty (30) days advanced written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. Termination for Cause

Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred, but not amortized in the price of the supplies or services delivered under the contract.

Contractual Disputes
The Consultant shall give written notice to the Purchasing Manager of his intent to file a claim for money, or other relief at the time of the occurrence, or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Manager no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Manager's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-xxx
Housing Element Update and On-call Advance Planning Services

PROPOSERS BACKGROUND INFORMATION

Proposers Information

Proposer's Contact Name: _____

_____

Contact Title: _____

_____

Mailing Address: _____

_____

Location of Business
(if different from mailing address): _____

_____

_____

Telephone Number: _____

Pager Number: _____

24 Hour Tel. Number: _____

Fax Number: _____

E-Mail Address: _____

Remittance Address: _____
(if different from mailing address):

_____

Number of Years in Business: _____

Applicable State of California License #(s): _____

Expiration Date(s): _____

Proposer's Dunn and Bradstreet
'DUNNS: NUMBER: _____

Customer References
The proposer must submit a minimum of five (5) non-proposer owned customer references whose services have been provided for or used by the proposer within the last twenty-four (24) months. Services provided to these customers must be of comparable size and similar in scope to the City's requirements within this proposal.

Include the following for each reference:

Company Name:
Name of Contact:
Title of Contact:
Address:
E-mail:
Telephone number of Contact:
Dates and types of service(s) provided

The City may, at its option, contact other known proposer's customers for references.

Business Organization
Proposer shall provide an overview of the entity submitting this RFP including the following information:

Brief history and description of entity;
Date entity was established and location of entity when established;
Location of headquarters;
Total number or employees;
Organization chart indicating the positions and names of the core management team which will undertake this project;
Resumes for all core team members.

Proposed Subconsultant Information
If applicable to the proposal, the following information must be provided for each proposed subconsultant. Attach and submit this information with this proposal. If subconsultants will not be utilized, so indicate.

Subconsultant's name, mailing address, e-mail and phone number
Subconsultant's contact name, title, phone number
Subconsultant's status as a minority/woman owned business enterprise, if applicable
Subconsultant's City of Rialto business License
Description of work to be subcontracted
Reason(s) for subcontracting
Percentage of total contract to be subcontracted

CITY OF RIALTO
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PROPOSER'S DECLARATION

Proposal Date: 2015

To the Honorable Mayor and City Council From:

_____
Contractor

The undersigned, as Proposer, declares that he has carefully examined the locations of the proposed work described, examined the Agreement and read the Instructions to Proposers and is familiar with all proposal requirements, and hereby proposes and agrees, if the proposal is accepted, to complete the said maintenance in accordance with the Agreement Documents, as defined in the General Provisions, in the time stated herein, for the prices set forth in the following schedule:

Said amount to include and cover all taxes, the furnishing of all materials, the performing of all the labor requisite and the providing of all necessary machinery, tools, apparatus and other means of construction; also, the performance and completion of all the work in the manner set forth, described and shown in the Specifications or on the drawings for the work.

The Proposer to whom the contract (s) is awarded agrees to enter into an agreement with the City, and to commence work within fifteen (15) working days from the date of execution thereof, and to diligently prosecute the work to completion as set forth in the agreement after the execution of the agreement and the date of issuance of a Notice to Proceed.

The City Offices are closed every Friday the following Holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Monday after Thanksgiving, and Christmas Day.

All proposals are to be computed on the basis of the given Estimated Type of Work, as indicated in this proposal. In case of a discrepancy between words and figures, the words shall prevail. In case of a discrepancy between unit prices and the extension thereof, the unit price shall prevail and proposals will be computed as indicated above and compared on the basis of correct totals.

The estimated quantities of work indicated in this proposal are approximate only, being given solely as a basis for comparison of proposals. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any item or portions of the works as may be deemed expedient by the Contract Administrator.

It is understood by the Proposer that the City of Rialto has the right to reject this proposal or to award an agreement to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check or proposal bond shall be returned to the undersigned within thirty-days (30) days from the date thereof. If the proposal is accepted and the work is awarded and the terms supplied by the Purchasing Manager within fifteen (15) days such further time as may be granted by the City Council, then said check shall be cashed or said bond declared forfeit and an amount equal to the difference between the lowest Proposer who will execute an agreement shall be paid into the treasury of the City of Rialto as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

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Accompanying this proposal is _____

(insert) $_____ "Proposer's Bond", in an amount equal to at least ten percent (10%) of the total proposal.

The following is the name and place of business of the surety company which will furnish the required bonds and surety if the work is awarded to the undersigned:

_____

Licensed in accordance with an act providing for the registration of Contractor's License No._____, classification, **XXXX**. In executing this proposal the Proposer certified being properly licensed to do the work.

Signature of Proposer

_____

_____

If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm, i.e., president, secretary, treasurer and manager, thereof.

Dated: _____, 2015

_____ Business Address

_____ Telephone Number

STATEMENT OF PROPOSER'S QUALIFICATIONS

STATE OF CALIFORNIA, COUNTY OF_____

I am the of _____ ,

the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Excecuted on _____ at _____, California
(date) (place)

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Proposer

_____
Title

_____
Signature of Proposer

_____
Title

PERFORMANCE BOND CERTIFICATION

Offeror must provide written evidence from an authorized bonding company of their ability to provide an acceptable performance (surety) bond.

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the proposal, and files the bonds with the City of Rialto, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____day of _____, 2015.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
PRINCIPAL

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
SURETY

_____ (SEAL)
ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged. Attach Power of Attorney.

CITY OF RIALTO
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STATEMENT OF REFERENCES

List and fully describe contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach addtional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 5

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

CITY OF RIALTO
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STATEMENT OF PROPOSER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the Proposer shall state whether such Proposer, any officer or employee of such Proposer who has a proprietary interest in such Proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State or Local Government Project because of a violation of law or a safety regulation; and if so, explain the circumstances.

If the Proposer has had a contract terminated for default, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either no litigated; or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination(s) for default experienced by the Proposer including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the fact discovered indicates the completion of a contract resulting from the RFP may be jeopardized by selection of the Proposer.

If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?
   Yes □ No □
2. If yes, explain the circumstances. Attach additional pages if necessary.

_____

_____

Executed on _____ at _____, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

_____
Company Name

_____
Date Signed

CERTIFICATION OF NON-DISCRIMINATION BY CONSULTANTS

As suppliers of goods or services to the City of Rialto, the firm listed certified that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

_____
Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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NON-COLLUSION AFFIDAVIT

State of California)
County of _____) SS.

_____being first duly sworn, deposes and says that he or she _____ is of _____the party making the foregoing proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal,and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or any one else to put in sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, commincation or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that said proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company association, organization, proposal depository or to any member or agent thereof, to effectuate a collusive or sham proposal."

_____ _____
(Date) (Signed at (Place)

_____ _____
Proposer Name Authorized Representative
(Person, Firm, Corp.)

_____ _____
Addres Representative's Name

_____ _____
City, State, Zip Code Representatives' Title

CITY OF RIALTO
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SCHEDULE OF COSTS

Total Base Proposal (written in figures) $_____

Total Base Proposal (written in words) _____

Amount Written in Words
Where there is a discrepancy between words and figures WORDS WILL GOVERN. Where there is a discrepancy between unit price and extended total, UNIT PRICE WILL GOVERN.

Please check your calculations before submitting your proposal; the City will not be responsible for Proposer's miscalculations.

Maximum completion or Delivery Time _____Days from receipt of purchase order or notice to proceed.

Subconsultant Information
Does this proposal include the use of subconsultants? ☐ Yes ☐ No Initials_____

Exceptions or Clarifications: _____

_____

Proposer: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Professional Services Agreement
FOR A

THIS AGREEMENT is made and entered into this ___day of _____, 2015_, by and between the City of Rialto, a California Municipal Corporation (hereinafter "City"), and _____, (hereinafter "Consultant").

WHEREAS, City has determined it is in the public interest to contract for certain professional services which are necessary or convenient to the exercise of its powers; and

WHEREAS, City has requested Consultant to perform such services; and

WHEREAS, City does not have available employees to perform such services; and

WHEREAS, Consultant is registered or licensed to the extent required by law to perform such professional and technical services;

NOW, THEREFORE, City and Consultant, for and in consideration of the mutual promises, covenants and conditions contained hereinafter, agree as follows:

DESCRIPTION

1. The professional services to be provided pursuant to this Agreement are more particularly described in Exhibit “A,” attached hereto and made a part thereof by this reference.

SCOPE OF WORK

2. Consultant's scope of work is described on Exhibit "A," attached hereto and incorporated herein by this reference.

PAYMENT TERMS

3. Consultant shall be compensated for the services rendered pursuant to this Agreement per the hourly rate schedule attached (Exhibit “B”) or as may be mutually agreed. Consultant shall remit monthly invoices to the City, clearly detailing the specific work completed during the prior month. City shall review such invoices and notify Consultant in

writing within ten (10) days of any disputed amounts. City shall pay all invoices within thirty (30) days of receipt of the same up to a program maximum of _____ (_____).

TIME FOR PERFORMANCE

4. Services shall begin immediately upon Consultant's receipt of a written Notice to Proceed from City and shall be completed in accordance with the Project schedule shown on Exhibit "C" which is attached hereto and incorporated herein by this reference.

5. Consultant shall perform the work described in Exhibit "A" with reasonable diligence.

TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS AGREEMENT

6. Time is of the essence in the performance of this agreement. If the Consultant refuses or fails to prosecute the work, or any severable part thereof, with such diligence as will ensure it's completion within a reasonable time, the City may, by written notice to Consultant, terminate its right to proceed with the work, or such part of the work as which there has been a delay. In such an event, the City may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize to complete the work such materials, plans, specifications, reports and other documents related to such work. Whether or not the Consultant's right to proceed with the work is terminated, the Consultant and the Consultant's sureties, if any, shall be liable for any damages to the City resulting from the Consultant's refusal or failure to complete the work within the specified time period.

7. The Consultant's right to proceed shall not be so terminated, nor the Consultant charged with resulting damage if:

(**a**) The delay in the completion of the work arises from unforeseeable causes beyond the control without the fault or negligence of the Consultant, including but not restricted to acts of God, acts of another Consultant in the performance of a contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of sub-contractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Consultant and such sub-contractors or suppliers; and

(**b**) The Consultant, within ten (10) days from beginning of any such delay, notifies the City in writing of the causes of the delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justifies such an extension, and its findings of fact shall be final and conclusive on the part of the parties subject only to appeal as provided in the clause of this agreement entitled "Disputes"; and

(**c**) If, after notice of termination of the Consultants right to proceed under the provisions of this clause, it is determined for any reason that the Consultant was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the City; and

(**d**) Failure to agree to such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this agreement entitled "Disputes"; and

(**e**) The rights and remedies of the City provided in this clause are in addition to any rights and remedies provided by law or under this Agreement.

DISPUTES

8. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement of the parties shall be presented to the City Administrator or his authorized representative by the Consultant's provision of a letter or other writing setting forth the general nature of the dispute, the disputed facts believed to be true by the Consultant, the relevance of those facts to the dispute in question, and a statement that the dispute is being submitted to the City Administrator or his authorized representative pursuant to this paragraph 8 of this Agreement. Upon receipt of any notice of a disputed fact as provided immediately above, the City Administrator or his authorized representative shall set a public hearing to be conducted within thirty (30) days and shall direct the head of the department having the most knowledge concerning the dispute to assemble the City's position with respect to the matters set forth in the notice of dispute. At the hearing, the Consultant and the City Department Head, or their attorneys, shall have the right to call and examine such witnesses as shall have knowledge of the facts relevant to the matter in dispute. All witnesses shall be sworn under oath and the hearing before the City Administrator shall be transcribed by a court reporter. The costs of the court reporter shall be split equally between the Consultant and the City. The hearing before the City Administrator or his authorized representative may be continued from time to time as necessary to elicit all relevant evidence with regard to the disputed fact. Within thirty (30) days of the close of the hearing, the City Administrator or his authorized representative shall issue his or her written decision and mail the same to the Consultant. The decision of the City Administrator or his authorized representative shall be conclusive unless the same shall be appealed by a written appeal directed to the City Council. Any written appeal to the City Council shall be filed with the City Clerk within thirty (30) days of the City Administrator's mailing of his or her notice of determination and shall include a copy of the

transcript of the hearing before the City Administrator. Upon receipt of an appeal pursuant to this paragraph, the City Council shall consider the appeal in open session within thirty (30) days of receipt of the appeal. Upon its consideration of the appeal, the City Council shall limit its consideration to the transcript on appeal and may reject, affirm or modify the decision of the City Administrator or his authorized representative. The City Council may allow each party, or their attorneys, a limited time to discuss the transcript on appeal and its relation to the matters in dispute. The City Council shall render its decision within thirty (30) days after the conclusion of the appeal. The decision of the City Council shall be final and conclusive unless the same is fraudulent, capricious, arbitrary or so grossly erroneous as to necessarily imply bad faith on the part of the City Council. The City may provide a written notice of the determination of the appeal by the City Council to the Consultant pursuant to California Code of Civil Procedure section 1094.5. If the City chooses to provide such a notice of determination on appeal, then the provisions of section 1094.5 and 1094.6 shall apply in any law suit brought by the Consultant or his heirs or assigns, to enforce the terms or provisions of this Agreement or to sue for damages for breach of this Agreement. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the contract in accordance with the City's decision.

9. This clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this agreement, however, shall be construed as making the final decision of any administrative official representative or board on the question of law. Nothing in this clause "8" shall prohibit the City from terminating this agreement without cause upon providing thirty (30) days prior written notice.

SPECIAL PROVISIONS

10. Consultant and City agree that all consulting services performed pursuant to this agreement by Consultant shall be performed as an independent contractor. All persons employed by Consultant in connection with this agreement shall not be an agent or employee of City. Contractor shall be solely and exclusively in charge of determining the means by which the professional services called for herein are performed, and shall be responsible for all costs incurred in connection therewith, unless the City agrees otherwise in a duly executed writing delivered to Contractor prior to the incurring of such expense.

11. Consultant may also retain or subcontract for the services of other necessary consultants with the approval of City. Payment for such services shall be the responsibility of Consultant.

12. Consultant and City agree to use reasonable care and diligence to perform their respective obligations under this agreement. Unless hereinafter specified, neither Consultant nor City shall be responsible for the services of the other, or any subcontractor of the other.

13. Consultant shall use reasonable care and diligence to comply with applicable federal, state, and local laws in performance of work under this agreement.

14. During the performance of this agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship. The Consultant will insure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or

national origin. Consultant will take affirmative action to insure that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex or age.

15. All plans, specifications, reports and other documents prepared by Consultant pursuant to this agreement shall become the property of the City. The City is entitled to full and unrestricted use of such plans, specifications, reports and other documents. City may also retain the original of the documents upon request. Consultant will retain such records for at least two years after termination or final payment under this Agreement.

16. This agreement is binding upon City and Consultant and their successors and assigns. Except as otherwise provided herein, neither City nor Consultant shall assign, sublet or transfer its interest in this agreement or any part thereof without the prior written consent of the other.

17. A City representative shall be designated by City and a Consultant representative shall be designated by Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this agreement. The City representative shall cooperate with Consultant and Consultant representative shall cooperation with City in all matters regarding this agreement and in such a manner as will result in the performance of the work in a timely and expeditious fashion.

City Representative Consultant Representative

18. Any notice required or authorized to be given by this Agreement shall, unless otherwise specified in this Agreement, be served by deposit in the United States mail with first class postage prepaid, addressed to the person and address listed below, unless written notice is provided of the change of address as to either party.

City:

City of Rialto
Rialto, CA 92376

Consultant:

Name
Address

19. Where the payment terms provide for compensation on a time and materials basis, Consultant shall maintain adequate records to permit inspection and audit of Consultant's time and material charges under this agreement. Consultant shall make such records available to City. The Consultant shall maintain and keep books and records on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least three years after the expiration of the term of this agreement.

20. City and Consultant agree that, EXCEPT for as provided in paragraphs "6" and "7" above, until final approval by City, all data, plans, specifications, reports and other documents are

confidential and will not be released to third parties without the prior written consent of both parties.

21. Consultant shall employ no City official or employee in the work performed pursuant to this agreement. No officer or employee in the City shall have any financial interest in this agreement in violations of California Government Code Sections 1090 and following, or Sections 87100 and following; nor shall the City violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following. No member of or delegate to the Congress of the United States, and no Resident Commissioner shall be admitted to share or part of this agreement or to any benefit to arise from the same.

TERMINATION

22. City may terminate this agreement by giving at least thirty (30) days notice to Consultant. The written notice shall specify the date of termination and the reasons for termination. Upon receipt of such notice, Consultant may continue work through the date of termination. City shall pay Consultant for all work performed through the date of termination within thirty (30) days of the date of termination. Consultant may terminate this agreement by giving at least thirty (30) days written notice to the City. The written notice shall specify the date of termination and the reasons for termination. City shall pay Consultant for all work performed through the date of termination within thirty (30) days of the date of termination.

REMEDIES FOR BREACH BY CONSULTANT

23. If Consultant materially breaches the terms of this agreement, City shall exercise any or all of the following remedies:

(**a**) Immediately terminate the agreement with Consultant;

(**b**) Retain the plans, specifications, drawings, reports and other design documents prepared by Consultant;

(**c**) Complete the unfinished work, under this agreement, with a different consultant;

(**d**) Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this agreement and the amount that would otherwise be due Consultant, had Consultant completed the work.

BUSINESS LICENSE REQUIREMENT FOR CONSULTANT

24. Consultant agrees to obtain a business license to do business within the City of Rialto, and shall be responsible for obtaining business licenses for any subcontractors. In so doing, Consultant shall pay the administrative costs for the issuance of said licenses, as effective at the time that this agreement is executed, as well as any and all business license taxes reasonably related to that portion of the taxable activity actually related to the quantum of business done for the City under this Agreement.

INSURANCE REQUIREMENTS FOR CONSULTANT

25. Consultant shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees, or assigns.

26. The minimum scope of such insurance coverage shall be AT LEAST as broad as the following:

(**a**) Insurance Services Office Commercial General Liability Coverage.

(**b**) Insurance Services Office Automobile Liability.

(**c**) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(**d**) Errors and Omissions Liability Insurance as deemed appropriate by the City Chief Financial Officer.

27. The minimum limits of such insurance to be maintained Consultant shall be NO LESS THAN:

(**a**) General Liability of One Million ($1,000,000.) Dollars per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form in with a general aggregate limit is used, either general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be TWICE the required occurrence limit.

(**b**) Automobile Liability of One Million ($1,000,000.) Dollars per accident for bodily injury and property damage.

(**c**) Employer's Liability of One Million ($1,000,000.) Dollars per accident for bodily injury or disease.

(**d**) Errors and Omissions Liability in an amount as deemed appropriate by the City's Chief Financial Officer.

28. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either:

(**a**) The insured shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents and volunteers; or

(**b**) The Consultant shall procure a bond, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

29. The General Liability and Automobile Liability policies of Consultant are to contain, or be endorsed to contain, the following provisions:

(**a**) The City, its officers, officials, employees, agents, representatives and volunteers are to be covered as additionally named insured with respect to any and all:

(**i**) liability arising out of activities performed by or on the behalf of the Consultant;

(**ii**) products and completed operations of the Consultant;

(**iii**) premised owned, leased, rented, occupied or used by the Consultant; and

(**iv**) automobiles owned, rented, leased, hired, borrowed or otherwise used by Consultant.

(**b**) For any claims related to this agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's own insurance and shall not contribute with it.

(**c**) The insurance coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(**d**) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(**e**) The insurance coverage 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.

(**f**) Each insurance policy required by this section shall be endorsed to state that coverage SHALL NOT be suspended, voided, and/or canceled by either party, and

that there shall be no reduction in the amount of coverage or in limits EXCEPT after thirty (30) days prior written notice has been given to the City; Said written notice to be delivered by U.S. Certified Mail, Return Receipt Requested.

(**g**) In its sole discretion, the City may waive all or some portion of the above referenced insurance if such waiver is in writing and executed by the City's Chief Financial Officer.

30. Consultant's Insurance is to be placed with insurers with a current A.M. Best's rating of NO LESS THAN A: VII, unless otherwise acceptable to the City and approved in writing which shall be appended to this Agreement as the next exhibit in order.

31. Consultant shall furnish the City with original endorsements effecting coverage required by this section of the Agreement. The endorsements are to be signed by the person authorized by that insurer to bind coverage on its behalf. The endorsements are to be received and approved by the City BEFORE work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

INDEMNIFICATION CLAUSE

32. Consultant agrees that they will indemnify, save harmless, and defend the City, its officers, agents and employees from and against any and all liability from or relating to loss, damage, or injury to persons or property arising out of or incident to the Consultant's negligent performance of this Agreement, including, without limitation, all consequential damages, resulting from the negligence of Consultant and or its agents, to the extent caused by such negligent performance.

ATTORNEY FEES

33. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to a reasonable attorneys fee, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the parties may be entitled.

GOVERNING LAW

34. The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this agreement and shall also govern the interpretation of this agreement. Venue shall be in the County of San Bernardino, California.

ENTIRETY OF AGREEMENT/ CONFLICTING PROVISIONS

35. This agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be modified or amended only by a subsequent written agreement signed by both parties. In the event that any provision of this agreement, exclusive of Exhibit “A” and “B” hereto is inconsistent or in conflict with any provision of Exhibit “A” and “B” hereto, then the provisions of the agreement shall be controlling, regardless of the provisions of Exhibit ”A” and “B” hereto.

36. This Agreement may not be amended or modified except as expressly provided herein. Any amendment, modification, waiver, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

37. All exhibits attached to this Agreement or documents expressly incorporated by reference shall be deemed incorporated into this Agreement by the individual reference to each such exhibit or document, and all exhibits and documents shall be deemed part of this Agreement as though set forth in full.

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement on ____day of _____,2015 _.

THE CITY OF RIALTO **CONSULTANT**

By:_____ By:_____
Michael E. Story
City Administrator _____
Title

ATTEST:

By: _____
Barbara McGee,
City Clerk

APPROVED AS TO FORM:

City Attorney

By: _____

RECOMMENDED:

By:_____

Legislation Details (With Text)

File #:	15-693	Version:	1	Name:	D.3
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/17/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve a Travel and Training Request for IVS SWAT Medic Jacob Huber to attend Tactical Medicine Course, Modules A & B, October 26 through November 6, 2015, at an Estimated Cost of $5,420.50.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Course Material Lodging				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: William A. Farrar, Chief of Police

Request City Council to Approve a Travel and Training Request for IVS SWAT Medic Jacob Huber to attend Tactical Medicine Course, Modules A & B, October 26 through November 6, 2015, at an Estimated Cost of $5,420.50.

BACKGROUND:

Per the current Travel Policy approved by the Council in July, 2015, City Council approval is required for travel and training requests for City personnel where the total costs exceed $2,500 for in-state and $3,000 for out-of-state travel. To comply with this Policy, staff requests City Council's approval for Firefighter/Paramedic Jacob Huber to attend the Tactical Medicine course, Modules A & B hosted by the International School of Tactical Medicine, October 26 through November 6, 2015.

ANALYSIS/DISCUSSION:

The current regional Inland Valley Swat (IVS) team is comprised of Police Officers from Rialto, Fontana, and Colton Police Departments. Additionally, there are four Tactical Medics assigned to the IVS SWAT team in a support function, three from Rialto Fire Department and one from the Colton Fire Department. All members of the IVS SWAT team, police and fire, are trained with highly specialized skills for missions that include hostage rescues, barricade subjects, dignitary protection, and the service of potentially dangerous search warrants.

One of the most critical support functions on the IVS team is that of the Tactical Medics. The Tactical

Medics primary function is to ensure a reduction in morbidity and mortality associated with these high risk incidents. The tactical medics are provided with the best possible tactical medicine training available anywhere. Tactical medics can provide immediate emergency medical support to IVS team members and law enforcement agencies across the nation have recognized that tactical medical personnel have become a vital component of tactical teams. Due to the type of traumatic injuries that often occur during these high risk incidents, the level of training and tactics have to conform to state and federal standards.

The only tactical medical courses offered in the State are through the International School of Tactical Medicine, located in Sacramento, California. The courses comply with and meet the State of California POST/EMSA SWAT operational guidelines and standardized recommendations.
Currently, the IVS team has four Tactical Medics, two of which have been certified through this course as Tactical Medics, and the remaining two are required to complete the training prior to being made operational for any IVS mission. The course is only offered twice a year and seats are very limited. Additionally, the tuition for this course is fully reimbursed through the Urban Area Security Initiative (UASI), and has been approved by the Riverside UASI division.

ENVIRONMENTAL IMPACT:
The request is not a Project as defined by Section 15738 of the California Environmental Quality Act (CEQA). A “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b)(5) a project does not include organizational or administrative activities of governments that will not result in the indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
The City of Rialto has outlined key goals and objects relating to public safety. This action is consistent with Guiding Principle 3A in the General Plan:
Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The staff report has been reviewed and approved by the City Attorney.

FINANCIAL IMPACT:
The total estimated cost to attend this course is $5,420.50. The cost of tuition will be reimbursed through Riverside UASI ($2,990.00). The estimated costs of training are identified as follows:

Tuition: (Tuition for module A and B @ $1,495 each)	$2,990.00
Lodging (12 days @ approx. $118.35 per night)	$1,420.25
Per Diem (10 meals @ $45.00 per day and meals for travel days)	$ 510.00
Mileage (Round trip approx. 870 miles @ $0.575)	$ 500.25
Estimated Total Cost:	$5,420.50

Sufficient funds are currently budgeted and available for lodging, tuition, mileage and per diem for the total cost of $5,420.50 in the SWAT Unit Training Account No. 010-500-6291-2022 for the Tactical Medicine Course, Modules A and B.

RECOMMENDATION:

Staff recommends that City Council approve the travel and training request for Firefighter/Paramedic Jacob Huber to attend the Tactical Medicine Course, Modules A & B on October 26 through November 6, 2015 in Sacramento, California, at an estimated cost of $5,420.50.

ISTM TAC MED

COURSE INFO

ISTM TAC-MED OFFERS A 2-WEEK, 80-HOUR COMPREHENSIVE TACTICAL MEDICINE CURRICULUM

WE UNIQUELY INTEGRATE BOTH MEDICAL AND TACTICAL EDUCATION, HANDS ON TRAINING, SCENARIO BASED TEACHING, FIREARMS INSTRUCTION AND PERSONALIZED ATTENTION.

SCHEDULE & REGISTRATION | EQUIPMENT REQUIREMENTS

OVERVIEW

TAC-MED MODULES A & B

TAC-MED MODULE C

TACTICAL LIFE SAVER

REGISTER FOR 2015 TAC-MED COURSES

REGISTER ONLINE TODAY

TACTICAL MEDICINE COURSE OVERVIEW

The two week, 80 hour program covers the core content of tactical medicine. This course complies with and meets the state of California POST/EMSA SWAT operational guidelines and standardized recommendations.

This program is the culmination of a collaborative effort between California POST, EMSA, California OHS, DHS and the faculty of the International School of Tactical Medicine to provide the best possible tactical medicine training available anywhere. The original curriculum has been extensively modified with direction and input from these agencies to conform to current state and federal standards.

Major violent incidents can sometimes result in litigation involving millions of dollars. Law-enforcement agencies can no longer view tactical medical personnel as an expensive luxury, but as an essential and vital component of their department and the tactical team.

To prepare for future high risk incidents, adequate and appropriate training for these SWAT medical support teams has become paramount to ensure a reduction in morbidity and mortality associated with critical incidents and training. Once trained, the tactical medic can provide a solid risk benefit assessment to the tactical commander and function safely in the tactical environment while caring for victims.

The tactical medicine core curriculum is a two week block of material designed to be completed in two back to back weeks with a two day break on the weekend. The Module A and Module B courses are not mutually exclusive. We use a building block approach to training. Everything you learn on days 1, 2 and 3 applies to day 4 and everything you learn on days 1-7 applies to day 8. We highly discourage students from taking the Module A week and then leave the school, only to return four to six months or even a year later and finish the program.

It has been our experience that if the Module A and Module B courses are taken separately, the training may become so disrupted by an intermission that it may be necessary for the student to simply start over. We fully understand the difficulty of being absent from your full time work for two weeks, but we ask for your full commitment and we encourage all students to make every effort to attend the the full 2 week training program.

> We understand that there are students who wish to attend our two week school but are absolutely unable to take two consecutive weeks out of their work schedule. We allow these students to take only Module A and return during a later semester for Module B. The number of seats reserved for these special circumstances is extremely limited.
>
> — Please contact the administrative coordinator at (760) 880-4102.

TACTICAL MEDICINE MODULE A

+ COURSE DESCRIPTION | SCHEDULE AND REGISTRATION

DURATION 5 Days / 40 Hours
TUITION $1495
PRE REQS EMT, Paramedic, RN, PA, MD, Army Medic, etc.

CORE CLASS

Module A is open to EMTs Paramedics, Navy Corpsman, Army Medics, Air Force PJs, Nurses, Physician Assistants, Physicians and Surgeons that are actively involved in providing emergency medical support for military and law enforcement special operations teams. It is also an ideal program for those individuals that want to receive a strong educational foundation in tactical medicine prior to establishing a new team.

TACTICAL MEDICINE MODULE B

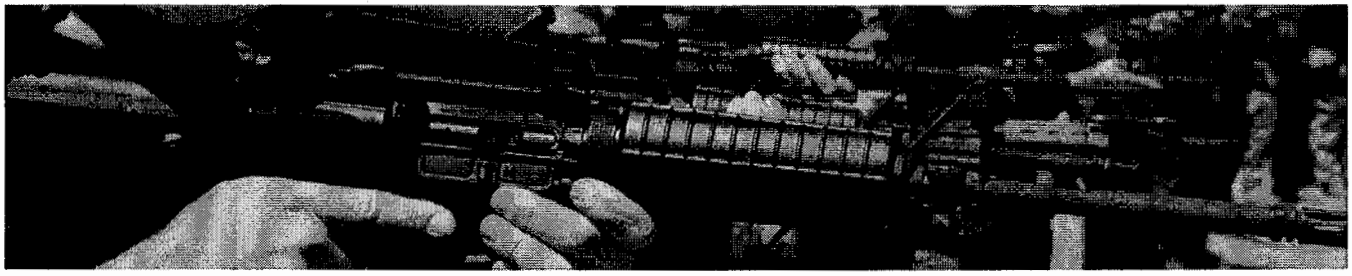
+ COURSE DESCRIPTION | SCHEDULE AND REGISTRATION

DURATION 5 Days / 40 Hours
TUITION $1495
PRE REQS Tac-Med Module A

CORE CLASS

Module B is the second half of the two week program and provides additional intensive training and skills in both tactics and advanced medical care for those serious about their commitment to providing the best medical care possible for their agency and team members. To ensure the maximum learning benefit both modules should be taken consecutively.

TACTICAL MEDICINE MODULE C



SCHEDULE AND REGISTRATION

DURATION 5 Days / 40 Hours
TUITION $1495
PRE REQS Tac-Med Modules A & B

Module C was developed to add to your tactical medical acumen topics not covered in the Module A and Module B courses. In addition, based on the Module A and B course surveys from the past 16 years, we have included the topics most often requested by students.

Module C also satisfies the re-certification process and or CME requirement that may be mandated by your agency. Many skills (both tactical and medical) are perishable and the need for refresher training is necessary for the tactical medical provider to maintain a high level of proficiency. Module C will give you additional training, new skill sets and the distinct advantage to be able to provide the best medical care possible in a host of austere environments.

LAW ENFORCEMENT TACTICAL LIFE SAVER COURSE

SCHEDULE AND REGISTRATION

DURATION 1 Day / 8 Hours
TIME 0800 -1200 / 1300-1800
INSTRUCTOR ISTM Staff
TUITION $300

LAW ENFORCEMENT ONLY

TOPICS INCLUDE:

MEDICAL COMPONENT:

- Utilize a Casualty Response Kit
- Wound assessment and hemorrhage control
- Shock recognition and treatment
- Tourniquet application techniques
- Basic airway management
- Treat and manage gun shot wounds
- Treat and manage stab wounds
- Treat a penetrating chest wound
- Recognize and treat a tension Pneumothorax
- Recognize and treat a sucking chest wound
- Recognize and treat serious injuries
- Recognize and treat minor injuries
- Provisions for evacuation and transport

TACTICAL COMPONENT:

- Rescue techniques
- Extraction techniques for downed officers in the line of fire
- Application of different extraction and evacuation procedures

TACTICAL-MEDICAL SCENARIOS COMPONENT:

- Apply life saver skills tactical scenarios
- Practice basic life saving first aid techniques in treating injured fellow officers

EQUIPMENT REQUIREMENTS

- Service dress
- Sun and rain protection gear
- Personal Hydration System

To schedule a course at your agency please contact us at: info@tacticalmedicine.com or call the International School of Tactical Medicine Administrative Coordinator at 760-880-4102.

REGISTER FOR 2015 TAC-MED COURSES

REGISTER ONLINE TODAY

GOVERNOR'S OFFICE OF EMERGENCY SERVICES

DEPARTMENT OF HOMELAND SECURITY

In cooperation with the California Commission on Peace Officer Standards and Training (POST), the California Emergency Medical Services Authority (EMSA), and the International School of Tactical Medicine (ISTM), we are proud to announce the approval of the first federally approved tactical medicine training program in the United States.

CA-024-RESP Tactical Medicine Course Module A

CA-025-RESP Tactical Medicine Course Module B

CA-055-RESP Law Enforcement Tactical Life Saver Course

The **International School of Tactical Medicine,** Modules A and B Courses, as well as the Tactical Life Saver course are approved by the U.S. Department of Homeland Security.

Tactical Medicine Course Module A
CA-024-RESP

Tactical Medicine Course Module B
CA-025-RESP

Law Enforcement Tactical Life Saver Course
CA-055-RESP

CALIFORNIA P.O.S.T CERTIFIED

International School of Tactical Medicine
POST ID # 1268

Tactical Medicine Course Module A Course Cert # 2080-23004 - 40 HRS

Tactical Medicine Course Module B Course Cert # 2080-23006 - 40 HRS

Tactical Medicine Course Module C Course Cert # 2080-23009 - 40 HRS

EMERGENCY MEDICAL SERVICES AUTHORITY

Tactical Medicine Course Module A 20 CE Credits
Tactical Medicine Course Module B 20 CE Credits
EMS CE Provider #33-0047

AMERICAN COLLEGE OF EMERGENCY PHYSICIANS

Tactical Medicine Course Module A 21 Hours of Category 1 CME
Tactical Medicine Course Module B 25 Hours of Category 1 CME

- SCHEDULE & REGISTRATION 1
- EQUIPMENT REQ'S
- HOTEL & TRAVEL
- CME/CE
- GRANTS
- ABOUT US
- FACULTY PROFILES
- TESTIMONIALS
- ATTENDEES & CLIENTS
- INTERNATIONAL CONTACTS

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P.O. BOX 2609
RANCHO MIRAGE, CA, 92270
(760) 880-4102
INFO@TACTICALMEDICINE.COM

Hampton Inn & Suites Sacramento-Cal Expo
2230 Auburn Blvd., Sacramento, California, 95821, USA
+1-916-927-2222

Reservation Confirmation # 84699305

Hotel

Hampton Inn & Suites Sacramento-Cal Expo
2230 Auburn Blvd.
Sacramento, California 95821
USA
Phone: +1-916-927-2222

,

Room and Plan Selection

Room :
1 adult
1 KING BED W/ REFRIGERATOR/ MICROWAVE NONSMOK

Price (13 nights x 95.00)	1,235.00
Taxes	185.25
Room Subtotal	1,420.25
State Government	
Total for stay:	$1,420.25 USD

Stay Information

Arrival:	Sunday, 25 Oct 2015
Departure:	Saturday, 07 Nov 2015
	1 room for 13 nights

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out. Hotel check-in time is 3:00 pm and check-out is at 11:00 am.

Guest Information

Guest name:	Jacob Huber
Additional Guests:	
Address type:	Work
Address:	On file
Email:	On file
Phone:	On file

Payment Information

Card type:	Visa
Card number:	**********8854
Expiration:	Jan 2016

Driving directions

To our hotel: From the Sacramento International Airport:

Take I-5 South to Sacramento / Los Angeles. Follow I-5 South to I-80 East to Reno. Exit at Watt Ave South. Follow Watt Ave South to Auburn Blvd and turn right. Follow Auburn Blvd to Bell Street. At the stop sign, turn left and make a quick right to stay on Auburn Blvd. The hotel will be the fourth building on the left.

From San Francisco and the Bay Area:

Take I-80 East to Sacramento. Follow I-80 East toward Reno. Exit at Watt Ave South. Follow Watt Ave South to Auburn Blvd and turn right. Follow Auburn Blvd to Bell Street. At the stop sign, turn left and make a quick right to stay on Auburn Blvd. The hotel will be the fourth building on the left.

From Downtown Sacramento:

Take 16th Street to Highway 160. Highway 160 will merge with Business 80 East, the Capital City Freeway. Exit at Howe Ave (just after Marconi Ave). Make a slight left from the exit, the hotel is the first building on the right.

From Cal Expo / the Arden Business District:

Follow Arden Way to Business 80 East, the Capital City Freeway. Exit at Howe Ave (just after Marconi Ave). Make a slight left from the exit, the hotel is the first building on the right.

From Reno / Roseville / South Placer County:

Take I-80 West toward San Francisco. Merge right onto Business 80 West, the Capital City Freeway. Exit at Fulton Avenue and turn left. Turn right onto Auburn Blvd. Follow Auburn Blvd to Bell Street. At the stop sign, turn left and make a quick right to stay on Auburn Blvd. The hotel will be the fourth building on the left.

From Sacramento International Airport: Take I-5 South to Sacramento / Los Angeles. Take I-80 East to Reno. Exit at Watt Ave South. Turn right on Auburn Blvd. At the stop sign, turn left and make a quick right to stay on Auburn Blvd. The hotel will be on the left.

Rules & Restrictions

Taxes

- 3.00 % per room per night
- 12.00 % per room per night

Guarantee Policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation Policy

If you wish to cancel, please do so 24 hours prior to arrival to avoid cancellation penalties.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Optional services for an additional charge

- Parking charges: Self parking - Complimentary, 0.
- All guests get free standard Wi-Fi in-room and in the lobby.

Legislation Details (With Text)

File #:	15-694	Version:	1	Name:	D.4
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/17/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Authorize the Purchase of a Ford Police Explorer Utility Vehicle from Bob Wondries Ford for the Amount of $30,541.76.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	15-076 BID ABSTRACT Bob Wondries Ford Bid Details				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: William A. Farrar, Chief of Police

Request City Council to Authorize the Purchase of a Ford Police Explorer Utility Vehicle from Bob Wondries Ford for the Amount of $30,541.76.

BACKGROUND:
The Police Department has vehicles assigned to various uses from Patrol, Administration, Detectives, Traffic, Backgrounds and Training etc. Currently there are several staff vehicles in the Police Department fleet with mileage in excess of 90,000 miles and excessive wear and tear.

Per the fleet study standards, the Police Department fleet should be on a replacement cycle of approximately 20-25 vehicles per year. In an assessment of the fleet, it was determined the following vehicles needed to be replaced.

- 1 Ford Crown Victoria

ANALYSIS/DISCUSSION:
Ford vehicles are currently used for continuity in operation and fleet maintenance. The Ford Explorer Utility Vehicle will be used for staff personnel and replaces the Crown Victoria that is no longer manufactured.

In March 2015 the bid process for staff vehicles was opened with four bids received by the due date of April 9, 2015. In April 2015 Council awarded the bid to Bob Wondries Ford as a result of

competitive pricing. Using the same quotes, Bob Wondries is still the most competitive.

Staff is recommending approval of the bid through Bob Wondries Ford due to best available pricing. Price is shown in the table below.

Vendor	Location	No. of vehicles	Availability	Bid Amount
Wondries Ford	Alhambra	1	90 -180 Days	$30,541.76
Fairview Ford	San Bernardino	1	90 -180 Days	$31,860.11
Redland Ford	Redlands	1	90 -180 Days	$32,309.48
Theodore Robbins Ford	Costa Mesa	1	90 -180 Days	$30,633.32

The vehicles are not manufactured with law enforcement specific emergency equipment such as emergency lights or police radios. Requests to purchase this emergency equipment will be brought to Council in a separate staff report at a later date. The City of Rialto will not take delivery of any equipment or modifications prior to final inspection and acceptance.

ENVIRONMENTAL IMPACT:
The proposed action does not meet the definition of a project as defined by Section 15378 California Environmental Quality Act (CEQA). A “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and excludes the following:

1) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making.

2) Organizational or administrative activities of governments that will not result in direct or direct physical changes in the environment.

GENERAL PLAN CONSISTENCY:
The City of Rialto has outlined key goals and objects relating to public safety. The purchase of this equipment is consistent with meeting these objectives.

Goal 5-8: Provide effective and comprehensive policing services that meet the safety needs of Rialto.

LEGAL REVIEW:
The staff report has been reviewed and approved by the City Attorney.

FINANCIAL IMPACT:
Budget is approved and available in Rolling Stock Capital Account No. 300-500-6150-3050 for the purchase of one (1) Ford Police Explorer Utility Vehicle from Bob Wondries Ford for the amount of $30,541.76.

RECOMMENDATION:
Staff recommends that City Council authorize the purchase of one (1) Ford Police Explorer Utility Vehicle from Bob Wondries Ford for the amount of $30,541.76.

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CITY OF RIALTO
ABSTRACT OF BIDS

Bid Number: 15-076
Bid Due Date: 4/9/15 at 4:00 P.M.
Advertised: 3/29/15
Vendors Solicitated: 26

VENDOR			Bob Wondries Ford		Fairview Ford		Redlands Ford		Theodore Robins Ford	
PHONE			(626) 457-5590		(909) 386-0281		(909) 793-3211		(949) 610-0586	
CONTACT			Mike Ladner		Todd Eff		Jerry Timper		Greg Place	
ITEM	DESCRIPTION	QTY								
001	2016 Ford Explorer XLT	4	$28,190.00	$112,760.00	$29,492.00	$117,968.00	$29,908.09	$119,632.36	$28,356.09	$113,424.36
	SUBTOTAL		$112,760.00		$117,968.00		$119,632.36		$113,424.36	
	SALES TAX (8%)		$9,020.80		$9,437.44		$9,570.59		$9,073.95	
	TIRE FEE		$26.25		$35.00		$35.00		$35.00	
	FREIGHT		$360.00		$0.00		$0.00		$0.00	
	TOTAL		$122,167.05		$127,440.44		$129,237.95		$122,533.31	

CITY OF RIALTO
BID SHEET
BID NUMBER #15-076

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENSION
001	4	2016 Ford Explorer XLT	28,190.00	112,760.00

Subtotal 112,760.00

Tax (8%) 9,020.80

Tire Fee 26.25

Freight 360.00

Total 122,167.05

Estimated delivery date: 60 TO 120 DAYS

Warranty: (Be Specific)

SEE ATTACHED

Terms Offered Net 30.

Upon acceptance of this bid the undersigned hereby agrees to furnish and deliver the items as described in the accompanying specifications at the prices stated.

Bidder: BOB WONDRIES FORD

Address: 400 S. ATLANTIC BLVD. ALHAMBRA, CA 91801

By: _____ Title: Fleet Mgr Date: 3-25-15
(Signature)

Printed Name: Mike Larsen

Telephone: (626) 457-5590 Fax: (626) 457-5393 Email: MLarsen@estreet.net

Exceptions or Clarifications:

None

Prepared By:
Administrator
Wondries Fleet Group
400 South Atlantic Blvd
Alhambra, California, 91801
Phone: (626) 457-5590

• VEHICLE REPORT

2016 Ford Explorer K7D 4dr FWD XLT

WARRANTY INFORMATION

WARRANTY

Basic:
36 month/36,000 miles

Powertrain:
60 month/60,000 miles

Corrosion Perforation:
60 month/unlimited mileage

Roadside Assistance:
60 month/60,000 miles

Accessories:
36 month/36,000 miles

Report content is based on current data version referenced. Any performance related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook® Data Version: 5.0, Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.

SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATE EXPIRATION DATE: **06-17-2017**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

Auto Town Inc., dba Auto Town Inc.
of Stockon, California as a MBE

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at 800-359-7998 in Los Angeles.

VON: 8BN00021

Determination Date: 06-17-2014

NETConnect Connecting you to Government Bids throughout Southern California

Certified Small Business Enterprise

Vendor Account Number: 174856
Mike Ladner
Wondries Fleet Group
1247 W. Main St.
Alhambra, CA 91801

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition with the Coalition of Southern California Public Agencies. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

Metropolitan Water District of Southern California
San Diego County Water Authority
Minority Business Development Agency
Los Angeles Unified School District
Port of Los Angeles
Los Angeles Community College District

Metropolitan is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 423110
SBE Certificate Effective Date: 01/28/13
SBE Certificate Expiration Date: 01/28/16

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into your Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
John J. Arena
Metropolitan Water District of Southern California
Business Outreach Program Manager

700 N. Alameda Street, Los Angeles, California 90012 Mailing Address: Box 54153, Los Angeles, CA 90054-0153 Telephone (213) 217-7444

CITY OF RIALTO
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

_____ Company Name	_____ Signature of Authorized Person
_____ Address	Mike Usher Printed Name
_____ City State Zip Code	Fleet Mgr Title
_____ City of Rialto License Number	7-25-13 Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

ADDENDUM #_____DATED_____ ADDENDUM #_____DATED_____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the Purchasing Manager.

_____

_____

Small Business Concerns Information

The bidder shall furnish the following information. Additional sheets may be attached, if necessary.

(1) Name: AUTO TOWN INC - BOB WONDRIES FORD

(2) Address: 400 So ATLANTIC BLVD ALHAMBRA, CA 91801

(3) Phone No.: (626) 457-5590 Fax No.: (626) 457-5593

(4) E-Mail: MLADNER@EARTHLINK.NET

(5) Type of Firm: (Check all that apply)

X Individual ____ Partnership ____ Corporation

X Minority Business Enterprise (MBE) ____ Women Business Enterprise (WBE)

____ Small Disadvantaged Business (SDB) ____ Veteran Owned Business

____ Disabled Veteran Owned Business X Other SBE

(6) Business License: ____Yes X No License Number: ____

(7) Tax Identification Number: 95-1626789

(8) Contractors License: State: License No. : ____ Classification(s) ____

(9) Names and Titles of all members of the firm:

PAUL WONDRIES — PRES - VP - SEC - TREA

MIKE LASNER — FLEET MANAGER

(10) Number of years as a contractor in construction work of the type: ____

(11) Three (3) projects of this type recently completed:

Type of project: ____

Contract Amount: ____ Date Completed: ____

Owner: ____ Phone: ____

Type of project: ____

Contract Amount: ____ Date Completed: ____

Owner: ____ Phone: ____

Type of project: ____

Contract Amount: ____ Date Completed: ____

Owner: ____ Phone: ____

(12) Person who inspected the site of the proposed work for your firm:

Name: ____ Date of Inspection: ____

CITY OF RIALTO
SPECIFICATIONS
REQUEST FOR BID #15-076

001 **Qty 4: 2016 Ford Explorer XLT**

"As Specified"

- 2016 Ford Explorer XLT FWD, 3.5L Ti-VCT V6 engine, select shift automatic transmission
- Trailer tow package class III
- 18-inch painted aluminum wheels
- Premium audio, single CD, MP3 capable
- SYNC with My Ford
- All other standard features
- Color to be determined

Legislation Details (With Text)

File #:	15-705	**Version:** 1	**Name:**	D.5	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	9/23/2015		**In control:**	City Council	
On agenda:	10/13/2015		**Final action:**		
Title:	Request City Council to Approve the City of Rialto's participation in the 2015-2016 iEfficient Public Outreach Campaign with San Bernardino Valley Municipal Water District for $18,575 for Water Conservation efforts.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Copy of Media Plan				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve the City of Rialto's participation in the 2015-2016 iEfficient Public Outreach Campaign with San Bernardino Valley Municipal Water District for $18,575 for Water Conservation efforts.

BACKGROUND:

California is currently experiencing some of the driest conditions ever recorded. In 2014, storage levels in the San Bernardino Basin Area set a new historic low and local surface water flows are the lowest in memory. These extremely dry conditions; combined with the dry conditions of the previous years and the upstream flow restrictions placed upon the State Water Project make this drought one of the worst, if not the worst, on record for this region. On May 7, 2015, the State Water Resources Control Board adopted its *Drought Emergency Water Conservation* regulations. These regulations require the following emergency reductions for retail water agencies within the Valley District service area:

Emergency Reduction	Agency(s)
24%	City of Colton
28%	East Valley Water District, City of Rialto, San Bernardino Municipal Water Department
32%	West Valley Water District

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36%	City of Loma Linda, City of Redlands, Riverside-Highland Water Company, Yucaipa Valley Water District

Valley District is not required to meet the reduction requirements for its delivery of imported water but is required to help the retail water agencies within its service area meet the requirements.

Valley District and its member agencies, including Rialto, began responding to the drought conditions in early 2014 by re-convening the *Water Supply Contingency Workgroup* (Workgroup) that was originally formed to deal with the water supply restrictions of the 2008 drought. The Workgroup generally consists of General Managers from the retail water agencies within the Valley District service area that receive direct deliveries from the State Water Project. The agencies continue to work together to "share in the shortage" of imported water supplies and develop a coordinated response to the historic drought conditions.

The first action the Workgroup undertook was the iEfficient Public Outreach Campaign (Outreach). The Workgroup asked the Basin Technical Advisory Committee (BTAC) Water Conservation Subcommittee (Subcommittee) to take the lead on developing a coordinated outreach that informed the public about the importance of water conservation, provide practical information on how to conserve water and educate the public on the importance of imported water and the Bay Delta Conservation Plan (BDCP). CV Strategies, a communications firm that has been utilized by many agencies in the Inland Empire, was selected to develop creative messaging and coordinate advertising for this project.

On February 18, 2014, the Valley District's Board authorized taking the lead and paying 50% of the cost to develop the initial Outreach plan. The remaining 50% of the cost was distributed amongst fourteen (14) other agencies. Part of the plan development included a "pre-outreach" survey of 400 individuals within the Valley District and Western Municipal Water District service areas to establish a "baseline" to measure the effectiveness of the public outreach program. This initial survey revealed the following:

1. Water is not a top priority of our customers but they understand its importance.
2. Most customers falsely think that most of their water is used inside their home.
3. More advertising is needed for the Inland Empire Garden Friendly program.
4. The majority of Customers do not know what the Bay-Delta Conservation Plan (BDCP) is but they tend to support it if they are given a simple explanation.
5. Our Customers want more information from water agencies.
6. Our Customers get their news online as well as print and TV.

The results of the survey were then used to strategically focus the messaging for the 2014 public Outreach program which generally included:

1. Campaign Kick-off Event at San Bernardino 66ers game on July 22, 2014 at 7:05PM
2. Print Advertising
3. Social Media Advertising
4. Digital Marketing (internet)
5. Other Advertising (theater ads, bus ads, etc.)
6. Website, iEfficient.com <http://iefficient.com/>
7. Spanish Outreach

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8. Mobile App to report water waste
9. Presence at Various Events

Following the 2014, 6-month campaign, a "post-outreach" survey was conducted to determine the effectiveness of the outreach and to establish goals for any future outreach. The survey results indicated the following (page numbers provided are for survey results):

1. iEfficient is becoming a "brand" that is recognized by consumers.
2. There was a small increase in the number of customers that recognized Inland Empire Garden Friendly.
3. There was an increase in the number of customers that changed their behavior to save water.
4. Despite public outreach successes, there are still a large number of customers that are unaware of the need to conserve water.
5. People want their water agency to provide information about how they can save more water.

ANALYSIS/DISCUSSION:
The proposed 2015-2016 iEfficient Public Outreach Campaign (Outreach) generally focuses on educating water customers about the need for water conservation and the corresponding rebates that are available to help them conserve. This Outreach is one method the Valley District service area is planning to use to achieve compliance with the State Water Resource Control Board's recently adopted emergency water use reductions. The Outreach also educates water customers about important water supply projects that will help overcome future droughts like the California Water Fix (formerly BDCP) and will provide other related messaging with the overall goal to get water customers to take appropriate actions.

The outreach plan will cost $578,141, which includes cost incurred during January 2015 to June 2015 as shown in the **Table 1** below:

iEfficient Outreach Campaing Jan 2015 to June 2016	Amount
Advertisements	$284,391
Hard Costs	$66,500
Professional Services	$166,500
Targeted Outreach (Jan to June 2015)	$60,750
Sub total	$578,141

Table 1

On May 19th, 2015, the Valley District Board approved 42% of the total outreach campaign of $578,141 from the Valley District service area. Sixteen other agencies are taking advantage of this regional outreach effort making the cost affordable for all. Water agencies that are not Valley District member agencies pay a fixed participant cost. The fees for Valley District member agencies, such as Rialto, is calculated using a blended approach of population-based plus an equal flat amount allocated to all nine agencies. Rialto's share of the cost is about 3% or $18,575. Table 2 below shows the calculated fees to each agency for the outreach effort.

Fixed Participation Amounts	**Amount**
San Bernardino Valley Municipal Water District	($245,686)
Western Municipal Water District	($60,000)
San Bernardino Valley Water Conservation District	($10,000)
Riverside Public Utilities	($10,000)
Corona Dept. of Water & Power	($31,000)
Elsinore Valley MWD	($10,000)
Jurupa Community Services District	($10,000)
Rancho California Water District	($5,000)
Sub total	($381,686)
BALANCE shared with Valley District Retail Member Agencies	$196,456

Valley District Member Agencies	**Amount**
COLTON, CITY OF	$ 18,387
EAST VALLEY WATER DISTRICT	$ 26,248
LOMA LINDA	$ 12,837
REDLANDS, CITY OF	$ 23,181
RIALTO WATER SERVICES	**$ 18,575**
RIVERSIDE HIGHLAND WATER COMPANY	$ 13,435
SAN BERNARDINO	$ 43,114
WEST VALLEY WATER DISTRICT	$ 21,656
YUCAIPA VALLEY WATER DISTRICT	$ 19,022
TOTALS	$ 196,456

Included as **Attachment 1** is a list of outreach activities that were conducted in the month of April to June 2015 to provide some insight into the scope of activities being undertaken in this outreach effort.

ENVIRONMENTAL IMPACT:
The administrative process to approve the participation in the 2015-2016 iEfficient Outreach Campaign is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
This action is also consistent with the following goals and policies:

Measure 8.16: Water Conservation Programs and Education
Collaborate with local water provides to explore the feasibility and costs/benefits of

potential programs/incentives to encourage water conservation in the community. Continue to investigate and implement programs to reduce water usage at City parks and facilities. Educate residents about landscape design and the advantage of using drought-tolerant plants. Encourage the use of drought tolerant plants and irrigation techniques that will result in water conservation.

Conservation Water Resources

Goal 2-28: Protect and enhance Rialto's surface waters and groundwater basins.

Policy 2-28.1: Work with local water agencies and the State and Federal governments to clean up and mitigate perchlorate contamination within the basin.

Policy 2-28.2: Maximize recharge of local groundwater basins by minimizing impervious surfaces and protecting open space recharge areas.

Policy 2-28.3: Design sidewalks, roads, and driveways to minimize impervious surfaces; provide flood control channels with permeable bottoms to help restore groundwater aquifers.

Policy 2-28.4: Prohibit the use of septic tanks, and where necessary assist in the financing of sewer connections and hookups.

Policy 2-28.5: Apply methodologies and assign responsibility to protect the quality of groundwater from pollution by landfills and industrial uses.

Policy 2-28.6: Improve surface drainage facilities, and continue tertiary sewage treatment to protect the Santa Ana River watershed as a potable water source.

Policy 2-28.7: Continue to maintain Lytle Creek as a water source.

Policy 2-28.8: Reduce spreading of high nitrate fertilizers, herbicides, pesticides, and other chemicals in City landscaping that can contaminate groundwater; encourage the public to reduce the use of chemicals in maintenance of landscaping.

Goal 2-29: Conserve water resources.

Policy 2-29.1: Require new development to use features, equipment, technology, landscaping, and other methods to reduce water consumption.

Policy 2-29.2: Use reclaimed water as available for irrigation of City parks, median strips, and other public areas, and encourage its use in industrial applications, large turf and expansive landscaped areas, golf courses, mining, and other uses where potable quality of water is not necessary to its application.

Policy 2-29.3: Educate the community about the importance of water conserving techniques and avoiding wasteful water habits.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:
Total cost of the proposed iEfficient Public Outreach Campaign is $578,141. Valley District will contribute $245,686 of the total costs. The remaining cost of $332,455 is divided amongst participating agencies. Rialto's portion and the net cost to the Water Fund is $18,575.23, which will be funded from Water Fund Account No. 670-500-7960-2021 for the iEfficient Public Outreach

Campaign.

RECOMMENDATION:

Staff recommends that the City Council approve the City of Rialto's participation in the 2015-2016 iEfficient Public Outreach Campaign with San Bernardino Valley Municipal Water District at a cost of $18,575.23 for water conservation outreach efforts.

iEfficient OUTREACH APRIL - JUNE, 2015

AD OPTIONS	OUTLET	CONTACT	DESCRIPTION (AT SILVER LEVEL)
PRINT	LA Times	Cheri Maldonado 213-237-4544 Cheryl.Maldonado@latimes.com	1/9 page ad: (4x/mo. on Saturday) - 1,333,524/mo.
	SB Sun/Redlands Daily Facts	Tania Taylor 626-544-0893, 626-532-0684 (c) tania.taylor@sgvn.com	1/8 page ad: (4x/mo. on Sundays in each paper) - 790,316/mo. Web ads: 300x250, 320x50, 728x90 - 90,000 imp./mo.
	Highland Community News/Yucaipa News Mirror	Rhonda Narvaez 909-862-1771 x. 24 rnarvaez@centurygroup.com	1/8 page ad: (1x/mo. on Fridays in each paper) - ?/mo. Web ads: 728x90
	The Voice	Lee Ragin, Jr. 951-682-6070 leeragin@bpcmediaworks.com	1/3 page ad: (4x/mo. on Thursdays) - 12,000/mo.
	Press-Enterprise & Los Unidos	Noni Tate 951-368-9269, 951-368-9240 ntate@pe.com	1/4 page ads: (2x/mo. on Sundays in each paper) - 458,848/mo. Web ads: 728x90, 300x250, 300x50 - 100,000/mo.
	Inland Empire Magazine	Shanda Wilson-Adkins 951-682-3026 x. 34 shanda@inlandempiremagazine.com	1/2 page ad monthly - 240,000/mo. Web ads: 300x125 - 119,700/mo.
	Inland Empire Community News	Bruce Martinez 909-381-9898 x.204 sales@iecn.com	1/8 page ads: (every other week in each publication on Thursdays) - 88,000/mo. Web ads:
	City News Group	Helena Mitchell 909-370-1200 Sales01@citynewsgroup.com	1/8 page ads (4x/mo. on Thursdays in each paper) - ?/mo.
RADIO	KOLA 99.9 KCAL 96.7	Rod Landon 909-793-3554 x. 242 rod@kcalfm.com	(144) :15 second spots, 6:00am-10:00am and 3:00pm-8:00pm, Mon-Fri (3x/week). Over 450 PSA's to air on KOLA and KCAL included in contract.
	Radio		KOLA 99.9 - Classic Hits KCAL 96.7 - Rock

iEfficient OUTREACH APRIL - JUNE, 2015

AD OPTIONS	OUTLET	CONTACT	DESCRIPTION (AT SILVER LEVEL)
PUBLIC SERVICE ANNOUNCEMENTS/ EARNED MEDIA	Television		Public Access Channel ABC 7 FOX 11 PBS
	Print		LA Times SB Sun/Redlands DF/IV Daily Bulletin Highland Community News The Voice Press-Enterprise Inland Empire Magazine Your Villa Los Unidos City News Group Inland Empire Community News
BILLBOARDS	Lamar Advertising Leonard & Co. Outfront Media Clearchannel Outdoor	Debbie Smith - LAMAR 909-799-1010 x. 115, 909-648-3960 (c) dasmith@lamar.com	Billboard #1: 5 mo. run - Location: Rialto - 2,522,104/mo. Billboard #2: 4 mo. run - Location: Redlands - 2,704,336/mo. Billboard #3: 6 mo. run - Location: Colton - 3,194,064/mo.
THEATER ADS	NCM Media Networks	Dave Walters 303-792-8287, 720-290-8263 Dave.Walters@ncm.com	:30 theater ad shown at Regal San Bernardino 14 - Ad will have premium positioning (commercial will play up to 5 minutes before feature). :30 second ad will display on TV lobbies at Regal San Bernardino and Riverside stadium 16 - 60,670 impressions/mo. Web ads: 728x90, 300x250 - 8,344 impressions/mo.
	Screenvision	Virginia Redding 310-395-7243 (o), 818-203-2554 (c) vredler@screenvision.com	:15 theater ad shown at Redlands Krikorian 14 - Ad will have premium positioning (commercial will play up to 5 minutes before feature) - 70,000/mo.
TRANSIT	Lamar Advertising	Syd Church 909-792-3400, 602-999-1485 (c) schurch@lamar.com	Bus advertisements - 6 busses running in San Bernardino and parts of Riverside - 276,333 impressions/mo.
	Facebook		Social Media

iEfficient OUTREACH APRIL - JUNE, 2015

AD OPTIONS	OUTLET	CONTACT	DESCRIPTION (AT SILVER LEVEL)
DIGITAL ADVERTISING	Twitter		Social Media
	Yahoo!		Search page results headliner - 42,000 impressions/mo.
	Google	www.adwords.google.com Username: iefficient.com@gmail.com Password: CVStrat08!	Recommended ad shares, pay per click (70,000 - 150,000 impressions/mo.)
	ABC 7	Greg Kimmell 818-863-7855 Gregory.R.Kimmell@abc.com	Digital Package: Headline and rectangular banner (166,000 impressions/mo.)
	FOX News 11	David Brantly 310-447-5318 David.Brantly@FOXTV.COM	Digital Package: Headline and rectangular banner (100,000 impressions/mo.)
	Press-Enterprise		Digital Package: 300x250 Banner (100,000 impressions/mo.)
	Highland Community News/ Yucaipa News Mirror		Digital Package: Headline and rectangular banner (57,900 impressions/mo.)
	Inland Empire Community News		Digital Package: Headline and Facebook (2,000 impressions/mo.)
	The Voice		Digital Package: Headline and rectangular banner (10,000 impressions/mo.)
	Inland Empire Magazine		Digital Package: Headline banner (16,700 impressions/mo.)
MOBILE ADVERTISING	Mobile Application	Citysourced, Inc. - Andrew Kirk 424-270-9438 x. 704 andrew.kirk@citysourced.com	Mobile Smartphone App
WEBSITE	iEfficient.com		More than 8,500 visits

Personnel Matrix	weekly
Katie	20
Amy	20
Alison	10
Veolia Customer Service	25
Veolia Field Service	20
Veolia Adminstration	2
Rialto Administration	2
	99
	429

Legislation Details (With Text)

File #:	15-706	Version:	1	Name:	D.6
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council Approval of the City of Rialto's Cost Sharing for Development of the 2015 San Bernardino Valley Regional Urban Water Management Plan Project with the San Bernardino Valley Municipal Water District for $31,052.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council Approval of the City of Rialto's Cost Sharing for Development of the 2015 San Bernardino Valley Regional Urban Water Management Plan Project with the San Bernardino Valley Municipal Water District for $31,052.

BACKGROUND:

Division 6, Part 2.6 of the California Water Code §§10610 - 10656 (Urban Water Management Planning Act), requires "urban water suppliers" to prepare and adopt an Urban Water Management Plan (UWMP) every 5 years. The Act defines an urban water supplier (Supplier) to be:

1. *Publicly or privately owned.*
2. *Provide water for municipal purposes either directly or indirectly to more than 3,000 customers or supply more than 3,000 acre-feet of water annually.*
3. *A supplier or contractor for water, regardless of the basis of right, which distributes or sells for ultimate resale to customers.*

The City of Rialto is an urban supplier of water with more than 12,000 consumers and is subject to the provision of this Act. Section 10610 through 10657.of the California Water Code (Water Code) specifies the contents and procedures for adoption of the UWMP. The UWMP must be adopted and submitted to the California Department of Water Resources (DWR) before December 31st for years ending in 5 or 0. Recent legislation (Assembly Bill 2067) has extended the deadline for the 2015 UWMPs to July 1, 2016.

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Failure to comply with the Act results in a supplier becoming ineligible to receive grant funding from the State of California; however, the benefit of having an adopted Urban Water Management Plan goes beyond the possibility of receiving grant funds. The plan is an important tool used to ensure reliable supplies for customers into the future. A primary purpose of the UWMP is to review the reliability of the City's water supply and its vulnerability to seasonal fluctuations, climatic shortages, water quality, and impacts of new development. It is also incorporates Rialto's Water Conservation Measures and Shortage Contingency Plan.

On June 28, 2011, City Council approved the 2010 UWMP and filed the plan with DWR on August 19, 2011. DWR reviewed and identified deficiencies in the plan in a letter to the City on July 11, 2014. The deficiencies were corrected and the revised plan was approved by City Council on September 8, 2015.

In 2010, San Bernardino Valley Municipal Water District with eight of its member agencies developed its first regional UWMP (RUWMP). The RUWMP covers the Valley District service area and was adopted by all of the following agencies that participated in this regional plan:

1. City of Colton
2. East Valley Water District
3. City of Loma Linda
4. City of Redlands
5. City of San Bernardino Municipal Water Department
6. San Bernardino Valley Municipal Water District
7. West Valley Water District
8. Yucaipa Valley Water District

Rialto did not participate in this regional effort because the Rialto plan was already being developed independently. The RUWMP was organized to include a regional summary, or roll-up, in the first chapters and then to provide a chapter for each individual participating agency where it describes specific elements relative to providing a reliable water supply to customers. Along with other benefits, this approach gives individual water agencies the flexibility to develop their UWMP within the RUWMP at a reduced cost to each agency (estimated to be about 1/3 the cost of developing their own UWMP), improves consistency within the region, reduces double-counting of resources, and eliminates duplication of effort.

ANALYSIS/DISCUSSION:
Per the Water Code, the UWMP must be updated every 5 years. The next update of the UWMP is due July 1, 2016. The Department of Water Resources, in cooperation with stakeholders, is completing the 2015 Guidebook for the preparation of the 2015 UWMPs which is expected in October. Based upon the information that has been released, to date, the notable changes for the 2015 UWMPs are expected to be:

1. Data Format
   a. Standard tables
   b. Recycled water tables
   c. Separate wholesale and retail tables
   d. SBX7-7 Verification form (2015 Target)

2. Population
   a. Standardizing methodology
   b. GIS tool to calculate
   c. Agency can submit alternate method for consideration

3. Demand Management Measures (DMMs)
   a. Less reporting
   b. More about meeting gallons per capita per day (gpcpd) targets

4. Reporting
   a. SBX7-7 2015 target compliance
   b. Water loss calculation
   c. Electronic submittal of UWMPs ONLY (new online tool)

To comply with the required update of the UWMP, Rialto has joined Valley District in its regional effort to update the 2015 RUWMP instead of updating its own UWMP separately. Valley District has contracted with Water Systems Consulting, Inc. to update the 2015 RUWMP in the amount of $298,766 for ten agencies, including Rialto. The proposed cost sharing methodology for this update is the same as the original 2010 RUWMP with Valley District paying 50% of the "common" costs for all of the agencies and the retail water agencies equally sharing the remaining 50% of these costs. In addition to the common costs, each of the agencies participating will also pay the cost for their unique chapter. Using this methodology, Rialto's portion of the cost will be $31,052. The cost breakdown for the development of the 2015 San Bernardino Valley Regional Urban Water Management Plan is included as Attachment 1 .

ENVIRONMENTAL IMPACT:

The administrative process to approve the RUWMP is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

This action is also consistent with the following goals and policies:

Measure 8.16: Water Conservation Programs and Education
Collaborate with local water provides to explore the feasibility and costs/benefits of potential programs/incentives to encourage water conservation in the community. Continue to investigate and implement programs to reduce water usage at City parks and facilities. Educate residents about landscape design and the advantage of using drought-tolerant plants. Encourage the use of drought tolerant plants and irrigation techniques that will result in water conservation.

Conservation Water Resources

Goal 2-28: Protect and enhance Rialto's surface waters and groundwater basins.

Policy 2-28.1: Work with local water agencies and the State and Federal governments to clean up

and mitigate perchlorate contamination within the basin.

Policy 2-28.2: Maximize recharge of local groundwater basins by minimizing impervious surfaces and protecting open space recharge areas.

Policy 2-28.3: Design sidewalks, roads, and driveways to minimize impervious surfaces; provide flood control channels with permeable bottoms to help restore groundwater aquifers.

Policy 2-28.4: Prohibit the use of septic tanks, and where necessary assist in the financing of sewer connections and hookups.

Policy 2-28.5: Apply methodologies and assign responsibility to protect the quality of groundwater from pollution by landfills and industrial uses.

Policy 2-28.6: Improve surface drainage facilities, and continue tertiary sewage treatment to protect the Santa Ana River watershed as a potable water source.

Policy 2-28.7: Continue to maintain Lytle Creek as a water source.

Policy 2-28.8: Reduce spreading of high nitrate fertilizers, herbicides, pesticides, and other chemicals in City landscaping that can contaminate groundwater; encourage the public to reduce the use of chemicals in maintenance of landscaping.

Goal 2-29: Conserve Water Resources.

Policy 2-29.1: Require new development to use features, equipment, technology, landscaping, and other methods to reduce water consumption.

Policy 2-29.2: Use reclaimed water as available for irrigation of City parks, median strips, and other public areas, and encourage its use in industrial applications, large turf and expansive landscaped areas, golf courses, mining, and other uses where potable quality of water is not necessary to its application.

Policy 2-29.3: Educate the community about the importance of water conserving techniques and avoiding wasteful water habits.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:
Total cost of the development of the 2015 San Bernardino Valley Regional Urban Water Management Plan is $298,766. Valley District will contribute $94,123 of the total costs. Rialto's share and the net cost to the Water Fund is $31,052.

Sufficient budget is available in Water Fund Account No. 670-500-7960-2021 for the cost to Rialto associated with developing the 2015 San Bernardino Valley Regional Urban Water Management Plan.

RECOMMENDATION:
Staff recommends that the City Council Approve the City of Rialto's share of the cost to develop the 2015 San Bernardino Valley Regional Urban Water Management Plan with the San Bernardino Valley Municipal Water District in the amount of $31,052.

Regional Urban Water Management Plan Update

Water Systems Consulting Proposal

Total common sections (0, 1, 4)	$106,454.00	
San Bernardino Valley Municipal Water District	$53,227.00	50% of Regional Section
Balance common sections	$53,227.00	

COST SHARING BY AGENCY

Agency	Balance Regional Section (equal)	Agency Chapter	TOTAL
City of Colton	$ 5,914.11	$ 18,836	$ 24,750
City of Loma Linda	$ 5,914.11	$ 18,836	$ 24,750
City of Redlands	$ 5,914.11	$ 3,480	$ 9,394
City of Rialto	$ 5,914.11	$ 25,138	$ 31,052
East Valley Water District	$ 5,914.11	$ 18,836	$ 24,750
Riverside-Highland Water Company	$ 5,914.11	$ 18,836	$ 24,750
San Bernardino Municipal Water Department	$ 5,914.11	$ 25,138	$ 31,052
San Bernardino Valley Municipal Water District	$ 53,227.00	$ 40,896	$ 94,123
West Valley Water District	$ 5,914.11	$ 18,836	$ 24,750
Yucaipa Valley Water District	$ 5,914.11	$ 3,480	$ 9,394
TOTAL	$ 106,454	$ 192,312	$ 298,766

Legislation Details (With Text)

File #:	15-707	Version:	2	Name:	D.7
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council Approval of the Purchase of a Total of Three (3) Database and Applications Servers, One (1) Storage Area Network (SAN) and Virtualization Software License to Support Software Upgrades City-Wide in the amount of $49,975.65.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Quote_vmware_710972684 SAN & Servers Dell quote				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: George N. Harris II, Assistant to the City Administrator/Director of Administrative Services

Request City Council Approval of the Purchase of a Total of Three (3) Database and Applications Servers, One (1) Storage Area Network (SAN) and Virtualization Software License to Support Software Upgrades City-Wide in the amount of $49,975.65.

BACKGROUND:

The City of Rialto is dedicated to providing the highest quality technology-based services, in the most cost-effective manner, and to delivering services effectively and efficiently on a sustained basis in a manner that reflects the organization's dedication to customer service. The City will ensure its information systems are maintained in a secure environment, capable of supporting technological advancements and will exist in an integrated environment fostering an open, collaborative, and unifying culture.

At the May 27, 2014, Council Meeting the Information Technology Master Plan was presented to Council for approval and an agreement was made by staff to Council to bring all line item purchases of equipment and software required to upgrade existing infrastructure and/or enhancements for Council approval.

ANALYSIS/DISCUSSION:

In an effort to improve the overall response and efficiency city-wide of the city’s network and given the limited financial resources, the City will focus resources on the most productive and cost effective

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projects that improve efficiency while mitigating against the need to hire additional staff. Therefore, City Staff has targeted key projects and software applications that are the most vital, which affect the entire organization, and will provide the most immediate increase in efficiency and performance city-wide that are in line with the IT Master Plan approved by Council.

An evaluation of current software applications city-wide has revealed a need to upgrade various applications to support the ever increasing need to provide the necessary support to the City and its residents, therefore staff recommends the acquisition of three (3) database and applications servers, one (1) Storage Area Network (SAN) and virtualization software (designed to reduce the total cost of ownership). Software upgrades include ArcGIS, OnBase (enterprise content management) and Land Management software applications.

ENVIRONMENTAL IMPACT:
The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA). A “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b) (5) a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan: Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:
All quotes and pricing of required equipment and upgrades were obtained through the Purchasing Division using industry standard procurement methods to attain the most competitive pricing available.

Pricing Summary:
The Quote was received from Dell under the National Association of State Procurement Officials “NASPO” Value Point Cooperative Program (formerly WSCA-NASPO) contract #B27160.

Based on the analysis of the quote submitted, staff recommends awarding purchase of hardware and software to Dell.

Funds are budgeted and available 780-500-2152-3001.

RECOMMENDATION:
Staff recommends that the City Council award a Purchase Order in the amount of $49,975.65 to Dell.

QUOTATION

Quote #:	**710972684**
Customer #:	**1524600**
Contract #:	**70137**
CustomerAgreement #:	**Dell Std Terms**
Quote Date:	**07/08/2015**
Date: 7/8/2015	**Customer Name:** **CITY OF RIALTO**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information			
SALES REP:	HEATHER REX	**PHONE:**	1800 - 4563355
Email Address:	Drew_Byford@Dell.com	**Phone Ext:**	80000

SOFTWARE & ACCESSORIES **GROUP TOTAL: $7,768.28**

Product	Quantity	Unit Price	Total
VLA VSPHERE 6 WITH OPERATIONS MANAGEMENT STANDARD FOR 1 PROCESSOR (A8276390)	4	$1,515.95	$6,063.80
VLA VMWARE PROD SNS VMWARE VSPHERE 6 WITH OPERATIONS MANAGEMENT STANDARD 1YR (A8284903)	4	$426.12	$1,704.48
ELECTRONIC LICENSE CONFIRMATION elec dwnld only (A3458532)	1	$0.00	$0.00

***Total Purchase Price:**	**$7,768.28**
Product Subtotal:	$7,768.28
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the

following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF RIALTO for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Legislation Details (With Text)

File #:	15-711	Version:	1	Name:	D.8
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/24/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve a Purchase Order to Ballard & Ballard Investigations in the amount of $30,000 for background investigations associated with the recruitment and retention of Paramedics and Emergency Management Technicians (EMT) for the newly implemented Ambulance Operator Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

For City Council Meeting October 13, 2015

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Mat Fratus, Fire Chief

Request City Council to Approve a Purchase Order to Ballard & Ballard Investigations in the amount of $30,000 for background investigations associated with the recruitment and retention of Paramedics and Emergency Management Technicians (EMT) for the newly implemented Ambulance Operator Program.

BACKGROUND:

The Fire Department has begun implementing an Ambulance Operator Program based on City Council's direction. One portion of the recruitment and retention required as part of this new program is to conduct pre-employment background investigations on potential employees.

ANALYSIS/DISCUSSION:

The Fire Department SAFER grant, which provides staffing for one additional ambulance in Rialto, ends in October of this year. In anticipation of this staffing reduction the Fire Department has been developing an alternative service delivery model to bring efficiency in deployment, as well as maintain existing staffing levels. On June 14, 2014, City Council authorized the Ambulance Operator Program as this new model. The first phase of the Ambulance Operator Program was funded with the adoption of the FY2015/16 budget.

The first phase of the Ambulance Operator program includes recruitment and hiring of new Paramedic and EMT personnel. Prior to hiring any public servant a background investigation is

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conducted on applicants to ensure that the candidate is prepared to uphold the level of honesty and character required of the position. The standard for public safety background investigations is high and requires significant time and effort.

Staff has selected Ballard & Ballard Investigations to conduct the pre-employment backgrounds. This selection was made in accordance with Rialto Municipal Code Sec. 2.48.440 which allows for a selection based on experience with a firm in executing similar contracts, and the experience and training of key personnel in the firm. The Fire Department has used Ballard & Ballard Investigations for the last 7 years, which included 8 recruitments for 30 positions. The Fire Department has been pleased with Ballard & Ballard Investigations which has always provided comprehensive background investigations in a timely fashion. The services provided by Ballard & Ballard Investigations are unique because they specialize in Fire Department backgrounds and investigations. They are also familiar with the specific policies and practices of the Rialto Fire Department due to their history with the organization.

The cost of conducting background investigations for the first group of Paramedics and EMTs hired will cost $19,000. Based on expected attrition and retention rates the Fire Department anticipates the need to perform additional background investigations in FY2015/16 in order to fill vacancies and maintain budgeted staffing levels. The cost of the additional anticipated background investigations is $11,000 for FY2015/16. This brings the total anticipated cost to conduct background investigations for the Ambulance Operator Program in this fiscal year to $30,000.

ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. A “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. By definition, a Project does not include: The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment according to Section 15378 (b)(4) of the CEQA Guidelines.

GENERAL PLAN CONSISTENCY:

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business. This action is also consistent with the following policy:

5-3.1: Provide for fire personnel, equipment and fire stations to have adequate and appropriate resources to meet the needs and serve all areas of Rialto.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

The total cost for the background investigations is not to exceed $30,000 and funds are budgeted and available in the General Fund Account No. 010-500-5175-2011.

RECOMMENDATION:

Staff recommends that City Council issue a Purchase Order to Ballard & Ballard Investigations for background investigations associated with the recruitment and retention of Paramedics and

Emergency Management Technicians for the newly implemented Ambulance Operator Program in the amount of $30,000.

Legislation Details (With Text)

File #:	15-712	Version:	1	Name:	D.9
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/24/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve the Contract Documents and Authorize the Release of Request for Bids No. 16-023 for the Cultural Center & Museum Exterior Painting and Roofing Project, City Project No. CB1502.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1 - NIB 09-29-15 Attachment 2 - NOE				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve the Contract Documents and Authorize the Release of Request for Bids No. 16-023 for the Cultural Center & Museum Exterior Painting and Roofing Project, City Project No. CB1502.

BACKGROUND:

As facilities age, maintenance costs increase over time in order to maintain acceptable conditions and compliance with the City's building and safety standards. As a part of the Capital Improvement Program, funds were allocated to replace the roofing and to paint the exterior of the Cultural Center & Museum. The roof and exterior paint of the Cultural Center & Museum has not been addressed in over fifteen years. This project will allow the City to preserve the structural integrity of the historic facility and make both buildings more appealing for the public use. The project will also contribute to the aesthetics of the Downtown Rialto neighborhood and along the City's main downtown thoroughfare, Riverside Avenue.

On October 30, 2014, a Purchase Order (PO) was issued to Willdan Engineering, (Willdan), in the amount of $25,775 to evaluate the roof and exterior paint of the Cultural Center & Museum, and to prepare plans, specifications and estimates (bid documents) for bid.

On April 21, 2015, an addendum to the PO was issued to Willdan in the amount of $7,500 to include specialized roof consultant services for the Cultural Center & Museum due to special requirements associated with historic preservation. This involved selecting a roofing material that was functional

and met historic preservation requirements.

ANALYSIS/DISCUSSION:
Staff coordinated with Willdan in preparation of final plans, specifications and estimates for the Project. The plans and specifications are ready to be advertised for bidding. With the City Council's approval, staff will advertise the project in the San Bernardino County Sun, submit it to plan rooms and make the contract documents available on-line via the City's website.

The construction drawings and contract specifications for the project are identified as Request for Bids (RFB) No. 16-023 to formally solicit construction bids for the project. A copy of RFB No. 16-023 is on file with the Public Works Department. The Notice of Inviting Bids with detailed instructions on the RFB is included as Attachment 1. RFB No. 16-023 identifies the following tentative schedule for the bid process:

RFB 16-023 posted and issued:	October 15, 2015
Deadline for receipt of bids:	2 PM, November 12, 2015
Contract awarded by City Council:	November 24, 2015

ENVIRONMENTAL IMPACT:
Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and declared categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the maintenance of existing highways and streets; as maintenance projects, the Cultural Center & Museum Exterior Painting and Roofing Project, City Project CB1502, is considered categorically exempt from CEQA; a copy is included as Attachment 2 .

GENERAL PLAN CONSISTENCY:
Approval of this action complies with the City of Rialto General Plan Goal and Policies:

Goal 3-11: Provide community facilities that adequately support established programs, can accommodate future needs, and are accessible to all members of the community.

Policy 3-11.1: Allocate resources for the maintenance and operations of City facilities; explore alternative funding options for maintenance and operational costs of new facilities.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:
The adopted project budget for the Cultural Center & Museum Exterior Painting and Roofing Project, City Project CB1502, is shown in Table 1:

Funding Source String			Budget
51	US Dept of Housing & Urban Dev	234-400-1856-7833	161,000.00
			161,000.00

Expense String			Budget
04	ADMINISTRATION	234-500-1856-3001	10,000.00
05	CONSTRUCTION	234-500-1856-3001	131,000.00
15	CONSTRUCTION SUPPORT	234-500-1856-3001	20,000.00
			161,000.00

Table 1

RECOMMENDATION:

Staff recommends that the City Council Approve the contract documents and authorize the release of Request for Bids No. 16-023 for the Cultural Center & Museum Exterior Painting and Roofing Project, City Project CB1502.

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CITY OF RIALTO
NOTICE INVITING BIDS

CULTURAL CENTER & MUSEUM IMPROVEMENT
CITY PROJECT NO. CB1502
REQUEST FOR BID NO. 16-023

N-1 NOTICE IS HEREBY GIVEN that sealed bids for the Cultural Center & Museum Improvement, City Project No. CB1502 will be received by the City Clerk of the City of Rialto, California, until **2:00 P.M. on November 12, 2015**, at which time they will be opened and read aloud. The Engineer's estimate range is $150,000 to $200,000.

N-2 DESCRIPTION OF THE WORK: The Work comprises reroofing and repainting the exterior of Cultural Center & Museum building located at 201 N. Riverside Avenue. The work generally includes: preparation work for exterior paint and reroofing. Work will consist of furnishing all materials, equipment, tools, labor and incidentals as required by the Construction drawings, Specifications, and Contract Documents for the project.

The work shall be diligently prosecuted to completion before the expiration of: **30 working days.**

N-3 AWARD OF CONTRACT:

(a) The City reserves the right after opening bids to reject any or all bids, to waive any informality (non-responsiveness) in a bid, or to make award to the lowest responsive, responsible bidder, and reject all other bids, as it may best serve the interest of the City. If there are multiple and/or alternative Bid Schedules, Bidders are required to bid on all Bid Schedules.

(b) As a condition of award, the successful bidder will be required to submit payment and performance bonds and insurance.

N-4 BID SECURITY: each bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 10 percent of the total bid price payable to the City of Rialto.

N-5 BIDS TO REMAIN OPEN: The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

N-6 CONTRACTOR'S LICENSE CLASSIFICATION: The Contractor shall possess a valid Class **B or C-10** Contractor license at the time of submitting bids.

N-7 CALIFORNIA WAGE RATE REQUIREMENTS: The Contractor shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California for the locality where the work is to be performed. A copy of said wage rates is available on-line at:

www.dir.ca.gov/dlsr/DPreWageDetermination.htm

The Contractor and any subcontractors shall pay not less than said specified rates and shall post a copy of said wage rates at the project site.

N-8 RETAINAGE FROM PAYMENTS: The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code.

N-9 MANDATORY PRE-BID MEETING: Bidders are advised to attend a **mandatory pre-bid meeting** to acquaint Bidders with the contract requirements and existing site conditions that may affect the work. The mandatory pre-bid meeting will be held on **Thursday, October 29, 2015 at 11:00 A.M. local time**. The pre-bid meeting will consist of a tour of the Cultural Center & Museum located at 201 N. Riverside Avenue, in Rialto, CA. The pre-bid meeting will be the only opportunity to access these facilities to review site conditions applicable to the project. ***The City will only consider Bids submitted by those Bidders who attend the Mandatory Pre-Bid Meeting. All other bids will be considered non-responsive and subject to rejection.***

N-10 OBTAINING OR INSPECTING CONTRACT DOCUMENTS:

(a) Contract Documents may be inspected without charge at the City of Rialto Public Works Department, 335 W. Rialto Ave., Rialto, CA 92376.

(b) A digital copy of said Contract Documents (saved in PDF format) are available free of charge at the following website:

https://www.dropbox.com/sh/qqp5k169zmgt90w/AACSR8ZHNk_KqrgvC9jVJ-H5a?dl=0

(c) Obtaining Bid Documents and registration as a Bidder: If you are interested in submitting a bid, Bidders shall contact the Public Works Department by e-mail at bidinfo@rialtoca.gov or by phone at (909) 421-4999, to officially register as a Bidder for this project with your company name, address, phone, fax, contact person and e-mail address. Bidders must be registered to submit a Bid; failure to register shall be cause to find a Bid Non-Responsive.

(d) Bidders shall obtain Bid Documents from the City of Rialto. The Bid Forms in the Bid Documents shall be used to submit a bid.

(e) All questions about the meaning or intent of the Bid Documents are to be directed to the City Engineer. Questions shall be submitted in writing to: City of Rialto Public Works Department, by fax to (909) 421-7210, or by e-mail to bidinfo@rialtoca.gov. Questions must be submitted in writing at least 3 working days prior to bid opening. Questions submitted within 3 working days of bid opening may not be accepted.

N-11 ADDRESS AND MARKING OF BIDS: The envelope enclosing the Bid shall be sealed and addressed to the City of Rialto, and shall be delivered or mailed to the **City Clerk, City of Rialto, 290 W. Rialto Ave., Rialto, CA 92376**. The envelope shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "Bid For.." followed by the title of the Project and the date and hour of opening Bids. The certified or cashier's check or Bid Bond shall be enclosed in the same envelope with the Bid.

By _____ Date _____

Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer
City of Rialto

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

From: City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

Project Title: Cultural Center & Museum Exterior Painting and Roofing Project, City Project No. CB1502

Project Applicant: City of Rialto

Project Location (Specific): 201 N. Riverside Avenue, Rialto

Project Location (City): City of Rialto **Project Location (County):** San Bernardino

Project Description: Reroof & Repaint the Cultural Center & Museum Building

Name of Public Agency Approving Project: City of Rialto

Name of Person or Agency Carrying Our Project: City of Rialto, Public Works Department, 335 W Rialto Avenue, Rialto, CA (909) 421-7279

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080(b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 Class 1 – Existing Facilities
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The type of "existing facilities" to be considered exempt is determined by whether the project involves negligible or no expansion of an existing use, and includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Therefore, the Cultural Center & Museum Exterior Painting and Roofing Project, City Project No. CB1502, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Eddie Chan, P.E. Area Code/Telephone/Extension: (909) 820-2651

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: September 24, 2015 Title: Associate Civil Engineer

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: _____

Legislation Details (With Text)

File #:	15-713	**Version:** 1	**Name:**	D.10	
Type:	Agenda Item		**Status:**	Agenda Ready	
File created:	9/24/2015		**In control:**	City Council	
On agenda:	10/13/2015		**Final action:**		
Title:	Request City Council to (1) Accept the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019); (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sully-Miller Contracting Company, a Delaware corporation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Agenda item tab 11 Attachment 2 - NOC - Pacific Electric Inland Empire Trail Attachment 3 CCO #1-5 Attachment 4- Notice of Exemption-CEQA Attachment 5 - GASB34				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Accept the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019); (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sully-Miller Contracting Company, a Delaware corporation.

BACKGROUND:

On October 8, 2013, the City Council approved the construction plans and contract specifications, and authorized the release of Request for Bids No. (RFB) 14-011 for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019), (the “Project”).

On January 14, 2014, the City Council awarded a construction contract to Sully-Miller Contracting Company, a Delaware corporation, in the amount of $3,169,295 for the Project.

On February 10, 2015, the City Council approved to delegate authority to the City Administrator to approve and execute additional construction contract change orders up to $200,000 for a cumulative amount of $358,465 for the Project. A copy of the February 10, 2015, staff report is included as **Attachment 1**.

ANALYSIS/DISCUSSION:

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The Contractor satisfactorily completed the project on May 28, 2015. Staff has conducted a final inspection and found the work to comply with the plans, specifications and standards of the City of Rialto. Upon acceptance by the City Council, staff will file a Notice of Completion for recordation at the County Recorder's office. A copy of the Notice of Completion to be submitted to the County is included as **Attachment 2**.

Table 1 summarizes the construction activities with Sully-Miller Contracting Company for the construction of the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019). The detailed Change Orders No. 1 through 5 are included in **Attachment 3**.

Sully-Miller Contract	**Description**	**Amount**
Original Contract		$3,169,295.00
Change Order 1	Additional 1,223 Linear feet of 6' wrought iron fence; furnish and install 4 bike racks; and preconstruction services associated with the Maple Avenue storm drain work	$ 155,362.91
Change Order 2	Furnish and install 4 drinking fountains with do bowls; T&M for extra work encountered after discovery of an unknown and unmarked existing water line in Linden Ave. Increased quantity on Bid Items #57 and #80. Repair of existing blockwall. Installation of chain link fences. Installation of grate at existing strom drain openings. Installation of wooden fence.	$ 106,980.34
Change Order 3	Increase in quantities on bid items #13, 15, 17,48, 67, 77, and 80	$ 18,725.90
Change Order 4	Construction of additional v-gutter; additional work related to installation of the drinking fountains, new bridge deck and a 2-in water service line by Fontana Water	$ 28,552.97
Change Order 5	Increase in quantity on bid items #29 & #76; additional electrical work, and additional soil removal for construction of a modified v-gutter; compensation for removal & disposal of increased contaminated soil.	$ 48,842.88
Total Contract & change Orders		**$3,527,760.00**

Table 1

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Table 2 summarizes the final breakdown of the project costs**:**

Pacific Electric Inland Empire Trail Project Phase	RDA-FUND 334	SANBAG:TE FUND 222	Open Space DIF 220	MEASURE I FUND 200	SANBAG:TDA ARTICLE 3 FUND 204	Budget as of 02/10/2015	Final/Actual	Amount Under/(Over) Budget
DESIGN	$ 375,240.00	$ -	$ -	$ 45,000.00	$ -	$ 420,240.00	$ 424,050.00	$ (3,810.00)
ENVIRONMENTAL	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00	$ 27,000.00	$ 3,000.00
DESIGN ADMINISTRATION	$ -	$ -	$ -	$ 83,059.00	$ -	$ 83,059.00	$ 81,191.42	$ 1,867.58
CONSTRUCTION	$ -	$2,000,000.00	$ 839,295.00	$ -	$ 330,000.00	$ 3,169,295.00	$3,169,295.00	$ -
OVERHEAD ALLOCATION	$ -	$ -	$ -	$ 79,966.00	$ -	$ 79,966.00	$ 127,472.45	$ (47,506.45)
CONSTRUCTION SUPPORT	$ -	$ -	$ 81,807.00	$ 53,193.00	$ -	$ 135,000.00	$ 244,097.94	$ (109,097.94)
CONSTRUCTION ADMINISTRATION	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,073.21	$ (12,073.21)
CONSTRUCTION CONTINGENCY	$ -	$ -	$ 578,898.00	$ -	$ -	$ 578,898.00	$ 358,465.00	$ 220,433.00
Total Expenses	**$ 375,240.00**	**$2,000,000.00**	**$ 1,500,000.00**	**$ 291,218.00**	**$ 330,000.00**	**$ 4,496,458.00**	**$4,443,645.02**	**$ 52,812.98**

Table 2

The final total project cost was $4,443,645.02, which was under the allocated budget by $52,812.98.

ENVIRONMENTAL IMPACT:

On March 8, 2013, Caltrans, acting as the lead agency pursuant to the National Environmental Policy Act (NEPA), made an environmental determination that this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and that it qualifies for a Categorical Exclusion in accordance with 23 CFR 771.117(c) pursuant to activity (c)(3).

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Secretary for Resources has identified that Class 1 projects do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents under the provisions of CEQA. In accordance with Section 15301 “Existing Facilities,” Class 1 projects consist of the conversion of a former railroad right-of-way into a pedestrian and bicycle trail. On January 25, 2010 the City filed a Notice of Exemption determining that this project is considered categorically exempt from CEQA, included as **Attachment 4**.

GENERAL PLAN CONSISTENCY:

Construction of the Rails to Trails Project is consistent with Chapter 4, Making the Connections of the Rialto General Plan. The Bikeway Master Plan promotes a safe and efficient network of bikeways for recreational and commuter use within the City of Rialto.

Goal 4-8: Establish and maintain a comprehensive system of pedestrian trails and bicycle routes that provide viable connections throughout the City.

Policy 4-8.1: Expand Class 1 bicycle trails with amenities, particularly adjacent to open space areas, utility and flood control corridors, and abandoned rail corridors.

Policy 4-8.2: Pursue a “rails-to-trails” conversion of the Pacific Electric Railroad right-of-way to a bicycle or multi-use path.

Policy 4-8.6: Coordinate recreational trail plans with neighboring cities and San Bernardino County to ensure linkage of local trails across jurisdictional boundaries and with regional trail systems.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Notice of Completion.

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FINANCIAL IMPACT:

Table 3 summarizes the sources of funding for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019):

The Project was funded through the following source:

Pacific Electric Inland Empire Trail Project	Budget as of 02/10/2015	Final/Actual	Amount Under/(Over) Budget
RDA Fund 334	$ 375,240.00	$ 375,240.00	$ -
SANBAG TE Fund 222	$ 2,000,000.00	$ 2,000,000.00	$ -
Open Space DIF Fund 220	$ 1,500,000.00	$ 1,447,187.02	$ 52,812.98
MEASURE I Fund 200	$ 291,218.00	$ 291,218.00	$ -
SANBAG TDA Article 3 Fund 204	$ 330,000.00	$ 330,000.00	$ -
Total	**$ 4,496,458.00**	**$ 4,443,645.02**	**$ 52,812.98**

Table 3

The City is holding retention of $176,388.00 for Sully-Miller Contracting Company pending acceptance of the improvements for maintenance and filing of the Notice of Completion with the County Recorder's office. The Finance Department will add the new improvements to the City's fixed asset system in compliance with Governmental Accounting Standard Board (GASB) 34 *Standards for Financial Reporting of Infrastructure Assets* as **Attachment 5**.

RECOMMENDATION:

Staff recommends that the City Council:

- Accept the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019)
- Authorize the Public Works Director/City Engineer to file the Notice of Completion at the County Recorder's Office.
- Authorize release of retention to Sully-Miller Contracting Company, 35 days after the filing, provided that no claims are submitted.

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Legislation Details (With Text)

File #:	15-029	**Version:** 1	**Name:**	TAB 11	
Type:	Agreement		**Status:**	Agenda Ready	
File created:	1/15/2015		**In control:**	City Council	
On agenda:	2/10/2015		**Final action:**		
Title:	Request City Council Approval to delegate authority to the City Administrator to approve and execute construction contract change orders up to $200,000 for a cumulative amount of $358,465 for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019). (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1- CCO No 1.0 Attachment 2 - Notice of Exemption-CEQA				

Date	Ver.	Action By	Action	Result

For City Council Meeting for February 10, 2015

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council Approval to delegate authority to the City Administrator to approve and execute construction contract change orders up to $200,000 for a cumulative amount of $358,465 for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019).
(ACTION)

BACKGROUND:

On January 14, 2014, the City Council dismissed the bid protest from R.C. Graves Construction, waive any informality and award a construction contract to Sully-Miller Contracting Company, a Delaware corporation, for $3,169,295 for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019). The City Council also delegated authority to the City Administrator to approve Construction Contract Change Orders up to a cumulative amount of 5% of the contract amount, or $158,465.

During construction of the Project, staff negotiated a few change orders resulting from unforeseeable conditions and new work elements. The new work elements consisted of additional wrought iron fencing, installation of bicycle racks, and pothole utilities/survey services for Maple Avenue parking lot. These changes were approved under the Construction Contract Change Order No. 1 (CCO 1) for $155,362.91 under the delegated authority of the City Administrator, included as **Attachment 1**. The

remaining budget available in the contingency fund for additional work is $3,102.09.

ANALYSIS/DISCUSSION:
As the project is still undergoing construction, further change orders have been initiated for unforeseeable conditions and new work elements. The change order consists of additional labor and material costs for the Contractor/ Subcontractor. City staff has coordinated with the Contractor regarding the additional items of work as follows:

- Increase of labor and material costs endured by the electrical subcontractor in the amount of $4,327.69 (unforeseen condition).
- Installation of drinking fountains including foundations along the bike path in the amount of $12,843.00 (new work element).
- Installation of park benches along the bike path in the amount of $25,825.00 (new work element).
- Excavation of contaminated soil within the project site in the amount of $31,478.00 (Pending) (unforeseen condition).
- Additional time and material work associated with the construction of v-gutter in the amount of $9,706.09 (unforeseen condition).
- Repair a portion of the existing block wall in the amount of $15,925.00 (unforeseen condition).
- Installation of hand rails and trash grates where reinforced concrete pipe headwalls are located in the amount of $21,020.00 (unforeseen condition).
- Installation of a trash grate at an existing storm drain opening in the amount of $6,843.00 (unforeseen condition).
- Remove and replace existing wood fence in the amount of $6,885.00 (unforeseen condition).
- Increase in quantities for Schedule 40 PVC Sleeves and No. 6 Pull Boxes in the amount of $10,020.00 (unforeseen condition).
- Additional time and material work associated with hit unmarked/unknown waterline in the amount of $1,064.13 (unforeseen condition).
- Removal of excess dirt generated with v-gutter modification in the amount of $7,015.57 (unforeseen condition).

Staff will prepare a Construction Contract Change Order No. 2 (CCO 2) in an amount up to $152,952.48 to facilitate construction of the additional work. Approval of CCO 2 requires City Council action, given that the authority delegated to the City Administrator to approve CCO's up to the contingency amount of 5% of the contract amount, or $158,465 is almost exhausted with CCO 1.

ENVIRONMENTAL IMPACT:
On March 8, 2013 Caltrans, acting as the lead agency pursuant to the National Environmental Policy Act ("NEPA"), made an environmental determination that this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), and that it qualifies for a Categorical Exclusion in accordance with 23 CFR

771.117(c) pursuant to activity (c)(3).

Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act ("CEQA"). The Secretary for Resources has identified that Class 1 projects do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents under the provisions of CEQA. In accordance with Section 15301 "Existing Facilities," Class 1 projects consist of the conversion of a former railroad right-of-way into a pedestrian and bicycle trail. On January 25, 2010 the City filed a Notice of Exemption determining that this project is considered categorically exempt from CEQA, included as **Attachment 2**.

GENERAL PLAN CONSISTENCY:

Construction of the Rails to Trails Project is consistent with Chapter 4, Making the Connections of the Rialto General Plan. The Bikeway Master Plan promotes a safe and efficient network of bikeways for recreational and commuter use within the City of Rialto.

Goal 4-8: Establish and maintain a comprehensive system of pedestrian trails and bicycle routes that provide viable connections throughout the City.

Policy 4-8.1: Expand Class 1 bicycle trails with amenities, particularly adjacent to open space areas, utility and flood control corridors, and abandoned rail corridors.

Policy 4-8.2: Pursue a "rails-to-trails" conversion of the Pacific Electric Railroad right-of-way to a bicycle or multi-use path.

Policy 4-8.6: Coordinate recreational trail plans with neighboring cities and San Bernardino County to ensure linkage of local trails across jurisdictional boundaries and with regional trail systems.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

A total of $4,496,458 is currently budgeted and available for the Project as shown in **Table 1** as follows:

Description	RDA-FUND 334	SANBAG:TE FUND 222	Open Space DIF 220	MEASURE I FUND 200	SANBAG:TDA ARTICLE 3 FUND 204	TOTAL
Funding Source String	$ 377,358.00	$ 2,000,000.00	$ 1,500,000.00	$ 289,100.00	$ 330,000.00	$ 4,496,458.00
Expense String						
00 Converted Projects	$ -	$ -	$ -	$ 53,059.00	$ -	$ 53,059.00
01 DESIGN	$ 375,240.00	$ -	$ -	$ -	$ -	$ 375,240.00
02 ENVIRONMENTAL	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
03 RIGHT OF WAY ACQUISITION	$ -	$ -	$ -	$ -	$ -	$ -
04 ADMINISTRATION: DESIGN	$ -	$ -	$ -	$ 75,000.00	$ -	$ 75,000.00
05 CONSTRUCTION	$ -	$ -	$ -	$ -	$ 330,000.00	$ 330,000.00
13 OVERHEAD ALLOCATION	$ -	$ -	$ -	$ 79,966.00	$ -	$ 79,966.00
15 CONSTRUCTION SUPPORT	$ -	$ -	$ -	$ 53,193.00	$ -	$ 53,193.00
16 CONSTRUCTION MANAGEMENT	$ -	$ -	$ -	$ -	$ -	$ -
18 CONSTRUCTION CONTINGENCY	$ -	$ -	$ 578,898.00	$ -	$ -	$ 578,898.00
22 CONSTRUCTION (SANBAG TE)	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ 2,000,000.00
23 CONSTRUCTION (OPEN SPACE	$ -	$ -	$ 839,295.00	$ -	$ -	$ 839,295.00
35 CONSTRUCTION SUPPORT (OPE	$ -	$ -	$ 81,807.00	$ -	$ -	$ 81,807.00
Total Expenses	$ 375,240.00	$ 2,000,000.00	$ 1,500,000.00	$ 291,218.00	$ 330,000.00	$ 4,496,458.00

Table 1

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The CCO 1 for $155,362.91 as executed used up the contingency of 5% of the contract amount, or $158,465 delegated to the City Administrator. Pending CCO 2 is approximately $153,000. Total project contingency is $578,898. Staff recommends that the City Council delegate authority to the City Administrator to approve and execute construction contract change orders for an additional $200,000, which is anticipated to cover the pending CCO 2 and any other unforeseen site changes to complete the project. The remaining project contingency is in the amount of $220,433.

The increase in Construction Contingency Fund for $200,000 is budgeted and available in the Open Space DIF Fund Account No. 220-500-8348-3001.

RECOMMENDATION:

Staff recommends that the City Council delegate authority to the City Administrator to approve and execute construction contract change orders up to $200,000 for a cumulative amount of $358,465 for the Pacific Electric Inland Empire Trail, City Project No. 080803, Federal Aid Project No. RPSTPLE 5205 (019).

CITY OF RIALTO
CONTRACT CHANGE ORDER

To:	Sully Miler Contracting Co. 135 S. State College Blvd, Suite 400 Brea, CA 92821 Tel: (714) 578-9600 Fax: (714) 449-2277	Date: Project No: Project:	December 22, 2014 080803 Pacific Electric Inland Empire Trail
		Change Order No: Purchase Order	1.0 2014-1581
Attn:	Jeremiah Brooks	Account	220-500-8348-3001
		Federal Aid Project No. RPSTPLE 5205 (019)	

CHANGES IN WORK:

This Contract Change Order No. 1 accommodates the following:

1. An increase of quantity on bid item #9 generally identified as: Construct 6' wrought iron fence.
2. Furnish and install (4 each) PW Athletic #1602-05G/M1, 5-space roller coaster bike racks, galvanized, in-ground mount.
3. Pre-construction labor, equipment, materials and services associated with the Maple Ave. Storm Drain. Services were performed prior to the deletion of this work from the Contract.
4. Construct an additional 925 LF of 6' wrought iron fence in compliance with the project plans and specifications.

CHANGES IN COST:

1) City agrees to compensate Contractor for all labor, equipment, materials and services to construct an additional 298.5LF of 6' wrought iron fence in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $123.00 per lineal foot. **The total cost for this item of work shall not exceed $36,715.50, inclusive of all mark-ups and profit.**

2) City agrees to compensate Contractor for all labor, equipment, materials and services to furnish & install (4 each) PW Athletic #1602-05G/M1, 5-space roller coaster bicycle racks, galvanized, in-ground mount. In compliance with the manufactures instructions. Locations as marked in the field. Compensation will be made at the lump sum price of $5,565.69. **The total cost for this item of work shall not exceed $5,565.69, inclusive of all mark-ups and profit.**

3) City agrees to compensate Contractor for all labor, equipment, materials and services associated with the Maple Ave. Storm Drain work. Compensation will be made at the lump sum price of $4,912.22. **The total cost for this item of work shall not exceed $4,912.22, inclusive of all mark-ups and profit.**

4) City agrees to compensate Contractor for all labor, equipment, materials and services to construct an additional 925 LF of 6' wrought iron fence in compliance with the project plans and specifications. Compensation will be made at the negotiated unit price of $116.94 per lineal foot. **The total cost for this item of work shall not exceed $108,169.50, inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

Items 1 thru 5 – Time differed.
A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1) City Added additional 298.5 LF of 6' high wrought iron fence to replace the existing chain link fence along the north side of the trail that had deteriorated between the time of the original design and the beginning of construction and would no longer function as intended.
2) City elected to install 4 (each) bicycle at each trail head. The original design did not include bicycle racks and after discussions between City Council and trail users, it was determined that bicycle racks would be required.
3) City wanted to add the Maple Ave Storm Drain work to this project. The Contractor's cost proposal was too high and the City elected to put this work out to bid. Sully Miller performed some survey and potholing services prior to the City rejected their bid and deleting this work.
4) City elected to install additional 925 LF of 6' high wrought iron fence to close the open gap (for safety and security reasons) in fencing along the north side of the trail. Fencing was required in order to prevent pedestrians and vehicles from entering the trail at an unsafe location due to existing v-gutter.

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	$155,362.91	Days Added for this	-0-
Previous Change Order(s):	$0.00	Previous Days Added:	0
Revised Contract Amount:	**$3,324,657.91**	Revised Completion	0

[SIGNATURES ON NEXT PAGE]

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co.

Jeremiah Brooks — Signature — 1/9/15 — Date

JEREMIAH BROOKS — Printed Name and Title

City of Rialto

Approved By: Mike Story, City Administrator — 1/14/15 — Date

Attest By: Barbara G McGee — Barbara McGee, City Clerk — 1/15/15 — Date

Recommended By: Gianfranco Laurie — Gianfranco Laurie, Associate Civil Engineer — 1-12-15 — Date

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Distribution:

Original Conformed Copy:
(1)
(1)

Conformed - File Copy:
(1)
(1)
(1)
(1)

DATE FILED & POSTED

Rct #390475

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street , Room 121
Sacramento, CA 95814

From: City of Rialto
Development Services Department
150 South Palm Avenue
Rialto, CA 92376

☒ Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Project Title: Capital Improvement Project (E.A.R #CRP 09-04)

Project Location (Specific): Approximately 650 feet north of Rialto Avenue between Maple Avenue to Cactus Avenue.

Project Location (City): City of Rialto **Project Location (County):** San Bernardino

Project Description: Conversion of the Pacific Electric Railroad into a pedestrian trail.

Name of Public Agency Approving Project: City of Rialto

Name of Person or Agency Carrying Our Project: City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

CLERK OF THE BOARD OF SUPERVISORS
10 JAN 25 AM 11:39
COUNTY OF SAN BERNARDINO
CALIFORNIA

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b) (1); 15268);

☐ Declared Emergency (Sec. 21080(b) (3); 15269(a));

☐ Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));

☒ Categorical Exemption. State type and section number: 15301 Existing Facilities

☐ Statutory Exemptions. State code number:

Reasons why project is exempt: This project is exempt under CEQA Section 15301 Existing Facilities. This project is in compliance with CEQA Section 15301 (c) requirements for exemption. The proposed project involves the conversion of a former railroad right-of-way into a pedestrian walking trail within the City of Rialto qualifying it for exemption under CEQA Section 15301 (c).

Lead Agency Contact Person: Daniel Casey Area Code/Telephone/Extension: (909) 820-2535

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Daniel Casey Title: Assistant Planner Date: 01/25/2010

☐ Signed by Lead Agency Date received for filing at OPR:
☐ Signed by Applicant

RECORDING REQUESTED BY:

Moises Peralta

AND WHEN RECORDED MAIL DOCUMENT TO:

City of Rialto – Public Works Department
Engineering Division
335 W. Rialto Avenue
Rialto, California
92376

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NO FEE – GOVERNMENT EXEMPT PER GOVERNMENT CODE SECTION 6103 AND 27383

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: Fee (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:

Name	Street and No.	City	State
City of Rialto	150 South Palm Avenue	Rialto	California

3. The name and address of the direct contractor for the work of improvement as a whole is:

Sully-Miller Contracting Company	135 South State College Boulevard, #400	Brea	California

4. This notice is given for (check one):

   ☒ Completion of the work of improvement as a whole.
   ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).

5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:

N/A	N/A	N/A	N/A

6. The name and address of the construction lender, if any, is:

N/A	N/A	N/A	N/A

7. On the 25th day of August, 2015, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:

   Pacific Electric Inland Empire Trail (Project No. 080803).

8. The real property herein referred to is situated in the City of Rialto, County of San Bernardino, State of California, and is described as follows:

   Pacific Electric Inland Empire Trail (Project No. 080803): Pacific Electric Railroad from Maple Avenue to Cactus Avenue.

9. The street address of said property is:

   Pacific Electric Railroad from Maple Avenue to Cactus Avenue, Rialto, CA.

10. If this Notice of Completion is signed by the owner's successor in interest the name and address of the successor's transferor is:

(Name) (Address) (City) (State)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ By: _____

Signature of Owner of Owner's Authorized Agent

_____

Name & Title

VERIFICATION

I, Robert G. Eisenbeisz, state: I am the Authorized Agent ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ (Date), at Rialto (City), California (State).

_____

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

I, _____ declare that I served copies of the above NOTICE OF COMPLETION, (check appropriate box):

a. ☒ By personally delivering copies to San Bernardino County Recorder's Office (name(s) and title(s) of person served) at 222 W. Hospitality Lane, First Floor, San Bernardino, CA 92415-0022 (address), on _____ (date), at _____ (time).

b. ☐ By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).

c. ☐ By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for Service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ (Date), at Rialto, California.

_____

(Signature of Person Making Service)

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

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On _____ (date), before me,

_____,
Notary Public (name and title of officer) personally appeared

Robert G. Eisenbeisz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

_____
Signature

CITY OF RIALTO
CONTRACT CHANGE ORDER

To:	Sully Miler Contracting Co. 135 S. State College Blvd, Suite 400 Brea, CA 92821 Tel: (714) 578-9600 Fax: (714) 449-2277	Date: Project No: Project:	December 22, 2014 080803 Pacific Electric Inland Empire Trail
Attn:	Jeremiah Brooks	Change Order No: Purchase Order Account	1.0 2014-1581 220-500-8348-3001
		Federal Aid Project No. RPSTPLE 5205 (019)	

CHANGES IN WORK:

This Contract Change Order No. 1 accommodates the following:

1. An increase of quantity on bid item #9 generally identified as: Construct 6' wrought iron fence.
2. Furnish and install (4 each) PW Athletic #1602-05G/M1, 5-space roller coaster bike racks, galvanized, in-ground mount.
3. Pre-construction labor, equipment, materials and services associated with the Maple Ave. Storm Drain. Services were performed prior to the deletion of this work from the Contract.
4. Construct an additional 925 LF of 6' wrought iron fence in compliance with the project plans and specifications.

CHANGES IN COST:

1) City agrees to compensate Contractor for all labor, equipment, materials and services to construct an additional 298.5LF of 6' wrought iron fence in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $123.00 per lineal foot. **The total cost for this item of work shall not exceed $36,715.50, inclusive of all mark-ups and profit.**

2) City agrees to compensate Contractor for all labor, equipment, materials and services to furnish & install (4 each) PW Athletic #1602-05G/M1, 5-space roller coaster bicycle racks, galvanized, in-ground mount. In compliance with the manufactures instructions. Locations as marked in the field. Compensation will be made at the lump sum price of $5,565.69. **The total cost for this item of work shall not exceed $5,565.69, inclusive of all mark-ups and profit.**

3) City agrees to compensate Contractor for all labor, equipment, materials and services associated with the Maple Ave. Storm Drain work. Compensation will be made at the lump sum price of $4,912.22. **The total cost for this item of work shall not exceed $4,912.22, inclusive of all mark-ups and profit.**

4) City agrees to compensate Contractor for all labor, equipment, materials and services to construct an additional 925 LF of 6' wrought iron fence in compliance with the project plans and specifications. Compensation will be made at the negotiated unit price of $116.94 per lineal foot. **The total cost for this item of work shall not exceed $108,169.50, inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

Items 1 thru 5 – Time differed.
A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1) City Added additional 298.5 LF of 6' high wrought iron fence to replace the existing chain link fence along the north side of the trail that had deteriorated between the time of the original design and the beginning of construction and would no longer function as intended.
2) City elected to install 4 (each) bicycle at each trail head. The original design did not include bicycle racks and after discussions between City Council and trail users, it was determined that bicycle racks would be required.
3) City wanted to add the Maple Ave Storm Drain work to this project. The Contractor's cost proposal was too high and the City elected to put this work out to bid. Sully Miller performed some survey and potholing services prior to the City rejected their bid and deleting this work.
4) City elected to install additional 925 LF of 6' high wrought iron fence to close the open gap (for safety and security reasons) in fencing along the north side of the trail. Fencing was required in order to prevent pedestrians and vehicles from entering the trail at an unsafe location due to existing v-gutter.

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	$155,362.91	Days Added for this	-0-
Previous Change Order(s):	$0.00	Previous Days Added:	0
Revised Contract Amount:	**$3,324,657.91**	Revised Completion	0

[SIGNATURES ON NEXT PAGE]

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co.

Jeremiah Brooks — Signature — 1/9/15 — Date

JEREMIAH BROOKS — Printed Name and Title

City of Rialto

Approved By: Mike Story, City Administrator — 1/14/15 — Date

Attest By: Barbara G McGee — Barbara McGee, City Clerk — 1/15/15 — Date

Recommended By: Gianfranco Laurie — Gianfranco Laurie, Associate Civil Engineer — 1-12-15 — Date

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Distribution:

Original Conformed Copy:
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CITY OF RIALTO
CONTRACT CHANGE ORDER

To:	Sully Miller Contracting Co. 135 S. State College Blvd, Suite 400 Brea, CA 92821 Tel: (714) 578-9600 Fax: (714) 449-2277	Date: Project No: Project:	February 23, 2015 080803 Pacific Electric Inland Empire Trail
Attn:	Jeremiah Brooks	Change Order No: Purchase Order Account Federal Aid Project No. RPSTPLE 5205 (019)	2.0 2014-1581 220-500-8348-3001

CHANGES IN WORK:

This Contract Change Order No. 2 accommodates the following:

1. Compensation to Sully Miller to furnish & install (4 each) ADA compliant drinking fountains with dog bowl (model TF7072). Locations to be marked in the field at Maple, Linden, Cedar, and Cactus.
2. Compensation to Sully Miller ON Time & Materials for "down-time" costs incurred due to their subcontractor, VT Electric, breaking an unknown and unmarked existing water line at Linden.
3. Compensation to Sully Miller for increased quantity on bid item #57, furnish & install schedule 40 PVC sleeves.
4. Compensation to Sully Miller for increased quantity on bid item #80, furnish & install No. 6 pull boxes.
5. Compensation to Sully Miller on Time and Materials to make modifications to new v-gutter due to existing field conditions.
6. Compensation to Sully Miller on Time & Materials to remove & repair a section of existing block wall.
7. Compensation to Sully Miller on Time and Materials to furnish and install chain link fence (4" high) along the top of the RCP Headwall structure (Both sides).
8. Compensation to Sully Miller on Time and Materials to furnish and Install trash racks on both 36" RCP openings at the headwall structures and on existing SD opening under Linden.
9. Compensation to Sully Miller on Time and Materials to furnish and Install 6' high dog-eared wood fence.

CHANGES IN COST:

1) City agrees to compensate Contractor for all labor, equipment, materials and services to furnish & install (4 each) ADA compliant drinking fountains with dog bowl (model TF7072in compliance with the project plans and specifications. Compensation will be made at the Agreed Lump Sum Price of $12,843.00. **The total cost for this item of work shall not ex clusive of all mark-ups and profit.**

2) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials for ("down-time") cost incurred in association with VT Electric hitting and unmarked and unknown existing 2" water line at Linden. Compensation will be made at the agreed lump sum price of $1,117.34. **The total cost for this item of work shall not exceed $1,117.34, inclusive of all mark-ups and profit.**

3) City agrees to compensate Contractor for all labor, equipment, materials and services to construct an additional 400 LF of schedule 40 PVC sleeves. Compensation will be made at the Contract unit price of $8.80 per lineal foot. **The total cost for this item of work shall not exceed $3,520.00, inclusive of all mark-ups and profit.**

4) City agrees to compensate Contractor for all labor, equipment, materials and services to furnish & install an additional (10 each) No.6 pull boxes per CALTRANS standard plan RSP ES-8A in compliance with the project plans and specifications. Compensation will be made at the Contract unit price of $650.00 each. **The total cost for this item of work shall not exceed $6,500.00, inclusive of all mark-ups and profit.**

5) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials for cost incurred in association with re-grading (lower) for new v-gutter, re-grading (lower) surrounding areas and the removal and disposal of approximately 200 LF of existing v-gutter. Also to relocate (onsite), place, grade and compact excess soil generated as a result of regarding needed to construct new section of v-gutter. Compensation will be based on agreed Time & Material tickets. **The total estimated cost for this item of work shall not exceed $25,000.00, inclusive of all mark-ups and profit.**

6) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials to remove and repair approximately 35 LF of existing block wall. Compensation will be based on agreed Time & Material tickets. **The total estimated cost for this item of work shall not exceed $17,000.00, inclusive of all mark-ups and profit.**

7) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials to furnish & install chain link fence (4' high) on top of each headwall at the RCP structure. Compensation will be based on agreed Time & Material tickets. **The total estimated cost for this item of work shall not exceed $7,000.00 inclusive of all mark-ups and profit.**

8) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials to furnish and install trash racks on each end of the 36" RCP and on the opening of the existing storm drain structure under Linden. Compensation will be based on agreed Time & Material tickets. **The total estimated cost for this item of work shall not exceed $24,000.00 inclusive of all mark-ups and profit.**

9) City agrees to compensate Contractor for all labor, equipment, materials and services at Time & Materials to furnish and install approximately 70LF of 6' high "dog-eared" wood fence. Compensation will be based on agreed Time & Material tickets. **The total estimated cost for this item of work shall not exceed $10,000.00 inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

Items 1 thru 9 – Time differed.
A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1) City elected to add (4 each) ADA compliant drinking fountains with dog bowl (model TF7072). The original design did not include drinking fountains and after discussions between City Council and trail users, it was determined that drinking fountains would be required.

2) During boring operations for the installation the trail lighting conduit system, VT Electric hit and broke an unmarked and unknown 2" waterline. This caused the boring operation to shut down until the water department was able to shut down the leaking waterline.

3) Irrigation plans are schematic and based on the field conditions measured; the actual field quantities exceeded the estimated quantities per the bid schedule.

4) Electrical plans are schematic and based on the field conditions measured; the actual field quantities exceeded the estimated quantities per the bid schedule.

5) New v-gutter is shown to tie-in to an existing drainage structure in an opening of an existing block wall. The invert elevation of the existing drainage structure is nearly 2.0' below proposed invert of new v-gutter. As a result of this existing field condition, it was necessary to lower the grades of the new v-gutter and to remove approximately 200LF of existing v-gutter and re-grade to provide positive flow.

6) A 35LF section existing block wall is in very poor condition and proposes a safety concern as this section of wall may fall over.

7) Plans do not address the installation of chain link fence (4' high) on top of each headwall structure. The new PCC trail is adjacent to the headwall structures. chain link fence (4' high) is necessary to prevent any persons from falling off of this structure.

8) Plans do not address covering the (2) 36" RCP openings or the opening on the existing storm drain structure under Linden. All openings required trash racks to minimize trash entering the storm drain system. In addition, the trash racks will prohibit any persons from entering the storm drain system.

9) Upon completing the clearing and grubbing operations in this area, it was discovered that an existing home made fence of pallets and various other items existed. The new wooden fence will provide additional security to the residence and the new trail project and will also enhance the appearance of the new trail project.

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	$106,980.34	Days Added for this	-0-
Previous Change Order(s):	$155,362.91	Previous Days Added:	0
Revised Contract Amount:	**$3,431,638.25**	Revised Completion	0

[SIGNATURES ON NEXT PAGE]

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co.	Signature	3/12/15 Date
	JEREMIAH BROOKS, PM Printed Name and Title	* DO NOT AGREE WITH DAYS
City of Rialto		
Approved By:	Mike Story, City Administrator	3/18/15 Date
Attest By:	Barbara McGee, City Clerk	3/18/15 Date
Recommended By:	Gianfranco Laurie, Associate Civil Engineer	3.12.15 Date

Distribution:

Original Conformed Copy:	Conformed - File Copy:
(1)	(1)
(1)	(1)
	(1)
	(1)

CITY OF RIALTO
CONTRACT CHANGE ORDER

To:	Sully Miller Contracting Co. 135 S. State College Blvd, Suite 400 Brea, CA 92821 Tel: (714) 578-9600 Fax: (714) 449-2277	Date: Project No: Project:	June 25, 2015 080803 Pacific Electric Inland Empire Trail
Attn:	Jeremiah Brooks	Change Order No: Purchase Order Account Federal Aid Project No. RPSTPLE 5205 (019)	3.0 2014-1581 220-500-8348-3001

CHANGES IN WORK:

This Contract Change Order No. 3 accommodates the following:

1. Compensation to Sully Miller for the increase of quantity on bid item #13, Construct 4'x12" PCC V-gutter.
2. Compensation to Sully Miller for the increase of quantity on bid item #15, construct 4" PCC sidewalk
3. Compensation to Sully Miller for the increase of quantity on bid item #17, construct 8" PCC curb & gutter.
4. Compensation to Sully Miller for the increase of quantity on bid item #48, furnish & install 2" ball valve.
5. Compensation to Sully Miller for the increase of quantity on bid item #67, furnish & install 1 gallon shrub.
6. Compensation to Sully Miller for the increase of quantity on bid item #77, furnish & install No. 8 THWN
7. Compensation to Sully Miller for the increase of quantity on bid item #80, furnish & install No. 6 pull box

CHANGES IN COST:

1) City agrees to compensate Sully Miller for all labor, equipment, materials and services to construct an additional 2 LF of 4'x12" PCC v-gutter in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $14.25 per lineal foot. **The total cost for this item of work shall not exceed $28.50 inclusive of all mark-ups and profit.**

2) City agrees to compensate Sully Miller for all labor, equipment, materials and services to construct an additional 342 SF of 4" PCC sidewalk in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $3.70 per lineal foot. **The total cost for this item of work shall not exceed $1,265.40 inclusive of all mark-ups and profit.**

3) City agrees to compensate Sully Miller for all labor, equipment, materials and services to construct an additional 176 LF of 8" PCC curb & gutter in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $29.50 per lineal foot. **The total cost for this item of work shall not exceed $5,192.00 inclusive of all mark-ups and profit.**

4) City agrees to compensate Sully Miller for all labor, equipment, materials and services to furnish & install an additional 2 each ball valves in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $300.00 each. **The total cost for this item of work shall not exceed $600.00 inclusive of all mark-ups and profit.**

5) City agrees to compensate Sully Miller for all labor, equipment, materials and services to furnish & install an additional 114 each 1-gallon shrubs in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $10.00 each. **The total cost for this item of work shall not exceed $1,140.00 inclusive of all mark-ups and profit.**

6) City agrees to compensate Sully Miller for all labor, equipment, materials and services to furnish & install an additional 9500 LF of No. 8 THWN in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $.90 each. **The total cost for this item of work shall not exceed $8,550.00 inclusive of all mark-ups and profit.**

7) City agrees to compensate Sully Miller for all labor, equipment, materials and services to furnish & install an additional 3 EA No. 6 pull box in compliance with the project plans and specifications. Compensation will be made at the Contract Unit price of $650.00 each. **The total cost for this item of work shall not exceed $1,950.00 inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

Items 1 thru 7 – Time differed.
A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1. Quantities are based on actual field measurements.
2. Quantities are based on actual field measurements.
3. Quantities are based on actual field measurements.
4. Quantities are based on actual field measurements.
5. Quantities are based on actual field measurements.
6. Quantities are based on actual field measurements
7. Quantities are based on actual field measurements

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	$18,725.90	Days Added for this	-0-
Previous Change Order(s):	$262,343.25	Previous Days Added:	0
Revised Contract Amount:	**$3,450,363.25**	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co.

Jeremiah Brooks — Signature — 7/6/15 — Date

JEREMIAH BROOKS, PROJECT MANAGER (DO NOT AGREE W/TIME) — Printed Name and Title

City of Rialto

Approved By: Mike Story, City Administrator — 7/21/15 — Date

Attest By: Barbara McGee, City Clerk — 7/22/15 — Date

Recommended By: Robert Eisenbeiz, Public Works Director — 7/15/15 — Date

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Distribution:

Original Conformed Copy:
(1)
(1)

Conformed - File Copy:
(1)
(1)
(1)
(1)

CITY OF RIALTO
CONTRACT CHANGE ORDER

To:	Sully Miller Contracting Co. 135 S. State College Blvd, Suite 400 Brea, CA 92821 Tel: (714) 578-9600 Fax: (714) 449-2277	Date: Project No: Project:	July 1, 2015 080803 Pacific Electric Inland Empire Trail
Attn:	Jeremiah Brooks	Change Order No: Purchase Order Account	4.0 2014-1581 220-500-8348-3001
		Federal Aid Project No. RPSTPLE 5205 (019)	

CHANGES IN WORK:

This Contract Change Order No. 4 accommodates the following:

1. Compensation to Sully Miller for the construction of a new section of v-gutter on the north side of the Trail west of Linden.
2. Compensation to Sully Miller for the various additional work related to the installation of the added drinking fountains.
3. Compensation to Sully Miller for the regarding of the new bridge deck to comply with the detail shown on the plans.
4. Compensation to Sully Miller for the cost to have Fontana Water Company install a 2-inch water service.

CHANGES IN COST:

1) City agrees to compensate Sully Miller for all labor, equipment, materials and services to construct approximately 70LF on v-gutter in compliance with the project plans and specifications. Compensation will be made at Time and Materials. **The total estimated cost for this item of work shall not exceed $10,000.00 inclusive of all mark-ups and profit.**

2) City agrees to compensate Sully Miller for all labor, equipment, materials and services related to the installation of the new drinking fountains in compliance with the project plans and specifications. Compensation will be made at Time and Materials. **The total estimated cost for this item of work shall not exceed $3,500.00 inclusive of all mark-ups and profit.**

3) City agrees to compensate Sully Miller for all labor, equipment, materials and services to re-grade the subgrade for the new bridge deck in compliance with the project plans and specifications. Compensation will be made at Time and Materials. **The total estimated cost for this item of work shall not exceed $500.00 inclusive of all mark-ups and profit.**

4) City agrees to reimburse Sully Miller for the costs associated with the installation of a new 2-inch water service that was installed by Fontana Water Company in compliance with the project plans and specifications. Compensation will be made at the Lump Sum price of $14,552.97.**The total cost for this item of work shall not exceed $14,552.97 inclusive of all mark-ups and profit.**

CHANGES TO CONTRACT TIME:

Items 1 thru 4 – Time differed.

A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1. A drainage outlet from the trail park was discovered after clearing & grubbing operations. A new section of v-gutter was necessary to connect the existing drainage outlet to the new v-gutter drainage system.
2. Sully Miller did not include cost for constructing a drainage system for the added drinking fountains in their original bid for this work.
3. There was discrepancy between the construction plan and the bridge detail. Subgrade was graded per the construction plans; however, once the bride was in place it was discovered it was necessary to re-grade the subgrade to comply with requirements of the bridge detail.
4. Sully Miller was to perform this work per plan, but Fontana Water Company would not allow Sully Miller to perform this work. Sully Miller. Fontana Water Company insisted on performing this work themselves. Sully Miller was required to put up a deposit to cover this work. The city is reimbursing Sully Miller for this cost.

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	$28,552.97	Days Added for this	-0-
Previous Change Order(s):	$281,069.15	Previous Days Added:	0
Revised Contract Amount:	**$3,478,917.12**	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co. Jeremiah Brooks — Signature — 7/6/15 — Date

JEREMIAH BROOKS, PROJECT MANAGER — Printed Name and Title (WE DO NOT AGREE WITH TIME)

City of Rialto

Approved By: Mike Story, City Administrator — 7/21/16 — Date

Attest By: Barbara G McGee — Barbara McGee, City Clerk — 7/22/15 — Date

Recommended By: Robert Eisenbeiz, Public Works Director — 7/15/15 — Date

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Distribution:

Original Conformed Copy:	Conformed - File Copy:
(1)	(1)
(1)	(1)
	(1)
	(1)

CCO # 4.1

CONSTRUCT NEW V-GUTTER BETWEEN MAPLE & LINDEN - T&M SUMMARY

ITEM NO.	TICKET NO.	DATE	DESCRIPTION	AMOUNT	REVISED AMOUNT	REVISED AMOUNT	COMMENTS
	31115	2/4/15	Graded v-gutter	$ 1,260.99	$ 1,260.96	$ 1,260.96	OK
	28457	2/5/15	Pour 72LF of v-gutter	$ 2,366.48	$ 2,366.50	$ 2,366.50	OK
	31117	2/6/15	Backfill PCC and set plates for access	$ 1,908.37	$ 5,471.04	$ 3,235.12	OK
	31123	3/23/15	Remove plates	$ 1,499.32	$ 395.63	$ 395.63	OK
			Total	**$ 7,035.16**	$ 9,494.13	$ 7,258.21	

CCO # 4.1

OK

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

Bill to	City of Rialto
Location of Work	Pacific Electric Trail, West of Linden, Trailer Park out let tie-into head-wall
Description of work	Graded V-Gutter, as directed by Alberto Rosiles

Report #	31115	Sub Work Y/N:	
Change Order		Prepared By:	M.Johnson
Performed By		Job #	
Work Date	February 4, 2015		
Date of Report	February 23, 2015	Ticket #	

Equipment

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL107411	13 FORD F250 XL 4X2 R/C DIESEL				3.0	27.33	$ 81.99
SUL104146	11 FORD RANGER XLT SUPERCAB				3.0	21.78	$ 65.34
SUL229R015US	MINI EXCAVATOR				3.0	29.13	$ 87.39

Sub Total Equipment $ 234.72

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006519	Avila, Rogelio	Laborer Group 4	3.0			$59.18	$79.38	$99.58	$ 177.54
10006931	Williamson, Kyle R	Laborer Group 4	3.0			$59.18	$79.38	$99.58	$ 177.54
10006551	Castillo, Michael Ala	Foreman Operator Group 10	3.0			$78.03	$105.13	$132.23	$ 234.09
10006863	Simpson, Jason L	Operator Grp 8 SUL	3.0			$75.43	$101.22	$127.01	$ 226.29
								$	815.46

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ -

	Sub Total Equipment	$ 234.72
	Sub Total Labor	$ 815.46
	Sub Total Material	$ -
	SUBTOTAL	$ 1,050.18
20%	Mark Up Labor	$ 163.09
15%	Mark Up Materials	$ -
15%	Mark Up Equipment	$ 35.21
	Total	$ 1,248.48
1%	Bond	$ 12.48
	GRAND TOTAL	**$ 1,260.96**

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

31115

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF RIALTO WORK DATE: 2/4/15

JOB NUMBER: 10157108 ITEM NUMBER: CHANGE ORDER NO.:

LOCATION OF WORK: PACIFIC ELECTRIC TRAIL, WEST OF LINDEN, TRAILER PARK OUT LET TIE-INTO HEAD WALL

DESCRIPTION OF WORK: GRADED WATER, AS DIRECTED BY ALBERTO ROSILES.

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
107411	F-250	3
104146	RANGER	3

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB	ROGER AVILA	3	(ST) OT DT
	KYLE WILLIAMSON	3	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE	MICHAEL CASTILLO	3	(ST) OT DT
	JASON SIMPSON	3	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN			ST OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTON	RENTAL EQ#	SUPPLIER	QTY/HRS
MINI EXCAVATOR		COLE EQUIPMENT	3

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

[signature] DATE: 2/5/15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

IM DISAPOINTED WITH THE CHARGED TIME. (HRS) M. Alberto Rosiles DATE: 02/09/2015

CUSTOMER'S REPRESENTATIVE
Please Print Name

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

CCO # 4.1

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

01

Bill to	City of Rialto
Location of Work	LINDEN N/O Pacific Electric Entrance West side
Description of work	Pour 72LF of V-Ditch tieing in trailer park to headwall

Report #	28457	Sub Work Y/N:	
Change Order		Prepared By:	M.Johnson
Performed By		Job #	
Work Date	February 5, 2015		
Date of Report	February 23, 2015	Ticket #	

Equipment

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL110252	11 FORD F450 STRUCTURES				4.0	33.46	$ 133.84

Sub Total Equipment $ 133.84

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006831	Rodriguez, Raul W	Laborer Group 4	4.0			$59.18	$79.38	$99.58	$ 236.72
10006771	Oliva, Anthony Patri	Journeyman Carpenter	4.0			$62.83	$87.00	$111.17	$ 251.32
10006772	Oliva, Richard A	Cement Mason Foreman	4.0			$74.48	$100.82	$127.16	$ 297.92
10149534	Rincon Bravo, Marc	Cement Mason Journeyman	4.0			$60.98	$80.56	$100.15	$ 243.92
10166922	Garcia, Abelardo	Cement Mason Journeyman	4.0			$60.98	$80.56	$100.15	$ 243.92
								$	1,273.80

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
ROBERTSONS	5 CY OF CONCRETE	1.00	$ 574.43	LS	$ 574.43
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ 574.43

	Sub Total Equipment	$ 133.84
	Sub Total Labor	$ 1,273.80
	Sub Total Material	$ 574.43
	SUBTOTAL	$ 1,982.07
20%	Mark Up Labor	$ 254.76
15%	Mark Up Materials	$ 86.16
15%	Mark Up Equipment	$ 20.08
	Total	$ 2,343.07
1%	Bond	$ 23.43
	GRAND TOTAL	**$ 2,366.50**

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

SULLY-MILLER CONTRACTING

28457

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: C/O Rialto

WORK DATE: 2-5-15

JOB NUMBER: 10157108

ITEM NUMBER:

CHANGE ORDER NO.:

LOCATION OF WORK: LINDEN N/O RIALTO AVE PAC ELECT ENTRANCE WEST SIDE

DESCRIPTION OF WORK: POUR 724 of V-Ditch TIENG IN TRAILER PRK to HEADWAL

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
110-252	F-250 FOREMAN TR.	4

LABOR

CLASS	NAME	Employee #	HOURS	TYPE
LAB	RAUL RODRIGUES	10006831	4	ST OT DT
				ST OT DT
CARP	Anthony OLIVA	10006771	4	ST OT DT
				ST OT DT
FM	RICK OLIVA	10006772	4	ST OT DT
OE				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
				ST OT DT
MSN	MARCOS RINCON	10149534	4	ST OT DT
MSN	ABEL CARCIA	10166922	4	ST OT DT
				ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
CONC		Robertsons	5 Cy

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

[signature]

DATE: 2-5-15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

I'M DISAPOINTED WITH THE HRS. M. Gilbert Rosales

DATE: 02/9/2015

CUSTOMER'S REPRESENTATIVE
Please Print Name

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

Carlos R

ROBERTSON'S

10 C

ROCK • SAND • BASE MATERIALS
READY MIX CONCRETE
(951) 685-2200 • (800) 834-7557
FED. I.D. #33-0491865

INVOICE

CUSTOMER JOB NUMBER / P.O.: 10157108 245276

DELIVERY DATE: 02/05/15

PLANT DEL. FROM:

ZONE:

JOB ADDRESS:
LINDEN AVE S/O SECOND ST
RIALTO

DATE	NUMBER
02/05/15	499931
CUST. NO.	JCN NO.
35500	157108

SULLY-MILLER CONTRACTING
135 S STATE COLLEGE #400

BREA CA 92821

Vendor #: 10063113
Terms: 30
Date Due: 3/2
Job #: 10157108

REMIT TO: P.O. BOX 3600
CORONA, CA 92878

TERMS:
DUE 10TH OF MONTH FOLLOWING
DATE OF INVOICE

DELIVERY TICKET NO.	ARRIVE JOB	FINISH POUR	MIN	QUANTITY	UNIT	DESCRIPTION		TAX	UNIT PRICE	AMOUNT
9622911	10:00	11:50	110	6.00	CY	GC520B33	520C2500	Y	69.00	414.00
9622911				6.00	PY	3100	SHORT LOAD	Y		40.00
9622955	11:46	13:09	83	6.00	CY	GC520B33	520C2500	Y	69.00	414.00
9622955				6.00	PY	3100	SHORT LOAD	Y		40.00

RECEIVED
FEB 12 2015
ACCTS PAYABLE

STANDBY TIME — TOTAL MIN: 193 — ALLOWED MIN: 48 — STANDBY MIN: 145

ENERGY SURCHG	60.00
ENV FEE	40.00
SUBTOTAL	1,008.00
SALES TAX	80.64
	290.00

TOTAL QUANTITY: 12.00

TERMS: INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.

INVOICE TOTAL: 1,378.64

CCO # 4.1 OK

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

SULLY-MILLER CONTRACTING CO.

REVISED

Bill to	City of Rialto
Location of Work	West of Linden, added v-gutter
Description of work	Backfilled PCC, and set plates for access. (To Bridge over v-gutter) Ramped with D.G.

Report #	31117
Change Order	
Performed By	
Work Date	February 6, 2015
Date of Report	February 23, 2015

Sub Work Y/N:	
Prepared By:	M.Johnson
Job #	
Ticket #	

Equipment

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL107411	13 FORD F250 XL 4X2 R/C DIESEL				3.0	27.33	$ 81.99
SUL104146	11 FORD RANGER XLT SUPERCAB				3.0	21.78	$ 65.34
SUL253026	12 JD 210K SKIP 4X4				3.0	45.76	$ 137.28

Sub Total Equipment $ 284.61

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006931	Williamson, Kyle R	Laborer Group 4	3.0			$59.18	$79.38	$99.58	$ 177.54
10006551	Castillo, Michael Ala	Foreman Operator Group 10	3.0			$78.03	$105.13	$132.23	$ 234.09
10006693	Kibe, Larry	Operator Grp 8 SUL	3.0			$75.43	$101.22	$127.01	$ 226.29
								$	637.92

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
UNITED RENTALS	TRENCH PLATES (Qty. 6) 45 Day Rental	Invoice #12487590-003	$ 898.13	LS	$ 898.13
		Invoice #12487590-004	$ 936.90	LS	$ 936.90
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ 1,835.03

	Sub Total Equipment	$ 284.61
	Sub Total Labor	$ 637.92
	Sub Total Material	$ 1,835.03
	SUBTOTAL	$ 2,757.56
20%	Mark Up Labor	$ 127.58
15%	Mark Up Materials	$ 275.25
15%	Mark Up Equipment	$ 42.69
	Total	$ 3,203.09
1%	Bond	$ 32.03
	GRAND TOTAL	$ 3,235.12

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

31117

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF PLANO

WORK DATE: 2/6/15

JOB NUMBER: 10157108 ITEM NUMBER: 30030101 CHANGE ORDER NO.:

LOCATION OF WORK: WEST OF LINDEN, ADDED V-GUTTER.

DESCRIPTION OF WORK: BACKFILLED PCC, AND SET PLATES FOR ACCESS. (TO BRIDGE OVER V-GUTTER). RAMPED W/ D.G.

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
107411	F-250	3
104146	RAMER	3
253026	SKIPLOADER	3

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB	KYLE WILLIAMSON	3	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE	MICHAEL CASTILLO	3	(ST) OT DT
	LARRY KLIBE	3	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN			ST OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTON	RENTAL EQ#	SUPPLIER	QTY/HRS
TREMI PLATES (6x8)		UNITED RENTALS	5

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	2
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

DATE: 2/6/15

I'M TOTAL DISAPPOINTED.
I'M NOT APPROVED THIS HOURS M. Elliott Reid

CUSTOMER'S REPRESENTATIVE
Please Print Name

DATE: 2/09/2015

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

United Rentals

BRANCH 469
2450 MULBERRY ST.
RIVERSIDE CA 92501
951-778-4778
951-778-4774 FAX

Carlos R

4 WEEK BILLING INVOICE

124787590-003

Vendor #: 10063466
Terms: 55
Date Due: 3/23
Job #: 10/57/08

Job Site

JOBSITE
CACTUS
x:CACTUS@RIALTO AVE
RIALTO CA 92376
Office: 714-578-9600 Cell: 714-722-0291

Customer #	: 847846
Invoice Date	: 02/27/15
Date Out	:12/05/14 10:00 AM
Billed Through	: 02/27/15 00:00
UR Job Loc	: CACTUS, RIALTO
UR Job #	: 452
Customer Job ID:	
P.O. #	: JOB#10157108
Ordered By	: MIKE
Written By	: FERNANDO LOPEZ
Salesperson	: ANTHONY HERNANDEZ

5.1.1712 1-MB 0.432 35354S21.p09 001712 1-1 0

SULLY MILLER CONTRACTING
135 S STATE COLLEGE BLVD
SUITE 400 4TH FLOOR
BREA CA 92821-5819

Invoice Amount: $898.13

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4849
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
6	944/9928	ROAD PLATE 6' X 8'	34.65	4.95	34.65	138.60	831.60

Rental Subtotal:	831.60
Agreement Subtotal:	831.60
Tax:	66.53
Total:	898.13

COMMENTS/NOTES:

Osc mike 714 722 0291

BILLED FOR FOUR WEEKS 1/30/15 THRU 2/27/15 10:00 AM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

RECEIVED
MAR 09 2015
ACCTS PAYABLE

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@ur.com

United Rentals

BRANCH 469
2450 MULBERRY ST.
RIVERSIDE CA 92501
951-778-4778
951-778-4774 FAX

Carlos R

Vendor #: 10063466
Terms: 55
Date Due: 5/11
Job #: 10157108

Job site

JOBSITE
CACTUS
x:CACTUS@RIALTO AVE
RIALTO CA 92376
Office: 714-578-9600 Cell: 714-722-0291

6.1.2298 1 MB 0.432 43714S21.p11 229363 1-1 0

SULLY MILLER CONTRACTING
135 S STATE COLLEGE BLVD STE 400
BREA CA 92821-5819

RENTAL RETURN INVOICE

124787590-004

Customer #	: 847846
Invoice Date	: 03/24/15
Rental Out	: 12/05/14 10:00 AM
Rental In	: 03/23/15 12:11 PM
UR Job Loc	: CACTUS, RIALTO
UR Job #	: 452
Customer Job ID:	
P.O. #	: JOB#10157108
Ordered By	: MIKE
Written By	: FERNANDO LOPEZ
Salesperson	: ANTHONY HERNANDEZ

Invoice Amount: $936.90

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-4134
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
6	944/9928	ROAD PLATE 6' X 8'	34.65	4.95	34.65	138.60	742.50

Rental Subtotal: 742.50

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	PICKUP CHARGE	135.000	EACH	135.00

Sales/Misc Subtotal: 135.00

Agreement Subtotal: 877.50
Tax: 59.40
Total: 936.90

COMMENTS/NOTES:

Osc mike 714 722 0291

FINAL BILL: 2/27/15 10:00 AM THRU 3/23/15 12:11 PM.

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.

RECEIVED
APR 06 2015
ACCTS PAYABLE

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

You Can Now Access Invoice History and Update Purchase Orders Online
To Sign Up, contact URControlSupport@ur.com

CCO #4.1 OK

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

Bill to	City of Rialto
Location of Work	Added V-Gutter west of Linden at the Trailer Park
Description of work	Removed 6'x8' Trench Plates required to bridge over added V-Gutter.

Report #	31123
Change Order	
Performed By	Sully-Miller
Work Date	March 23, 2015
Date of Report	April 9, 2015

Sub Work Y/N:	N
Prepared By:	M.Johnson
Job #	10157108
Ticket #	

Equipment

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL104146	11 FOOT RANGER XLT SUPERCAB				1.5	21.78	$ 32.67
SUL860R411P	12K FORKLIFT				1.5	67.11	$ 100.67

Sub Total Equipment $ 133.34 ✓

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006931	Williamson, Kyle R	Laborer Group 4	1.5			$59.18	$79.38	$99.58	$ 88.77
10006553	Castro, Alfredo	Operator Grp 8 SUL	1.5			$75.43	$101.22	$127.01	$ 113.15
								$	201.92 ✓

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				Sub Total Material / Subcontractor	$ -

	Sub Total Equipment	$ 133.34 ✓
	Sub Total Labor	$ 201.92 ✓
	Sub Total Material	$ -
	SUBTOTAL	$ 335.25 ✓
20%	Mark Up Labor	$ 40.38 ✓
15%	Mark Up Materials	$ -
15%	Mark Up Equipment	$ 20.00
	Total	$ 395.63

GRAND TOTAL $ 395.63 ✓

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

31123

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF RIALTO WORK DATE: 3/23/15

JOB NUMBER: 10157108 ITEM NUMBER: CHANGE ORDER NO.:

LOCATION OF WORK: ADDED V-GUTTER WEST OF LINDEN @ TRAILER PARK.

DESCRIPTION OF WORK: REMOVED 6x8 TRENCHPLATES REQUIRED TO BRIDGE OVER ADDED V-GUTTER. (NOT NEEDED FOUR OUR CONTRACT WORK ANY MORE.) -WAS NEEDED TO COMPLETE CONTRACT ITEMS.

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
104146	RANGER	1.5

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB	KYLE WILLIAMSON	1.5	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE	ALFREDO CASTRO	1.5	(ST) OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN			ST OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
REACH FORKLIFT 12K	6112-55A	HERTZ	1.5
6-4x8 TRENCHPLATES		UNITED	-6

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	2
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

DATE: 3/23/15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

I DISAGREE WITH THE TIMES

DATE: 3/24/15

CUSTOMER'S REPRESENTATIVE
Please Print Name

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

CCO # 4.2

OK TO PAY
7-6-15

ADDITIONAL WORK RELATED TO THE DRINKING FOUNTAINS

ITEM NO.	TICKET NO.	DATE	DESCRIPTION	AMOUNT	REVISED AMOUNT	COMMENTS
	31121	3/4/15	Excavated and laid 1-1/2 abs drains	$ 2,800.02	$ 2,583.35	OK
	24169	3/27/15	Drinking fountain drainage pit and piping	$ 234.87	$ 220.25	OK
			Total	**$ 3,034.89**	$ 2,803.60	

1 OF 2

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

Bill to	City of Rialto
Location of Work	Pacific Electric Trail, West of Linden,
Description of work	Excavated and layed 1 1/2" abs drains for drinking fountains.

Report #	31121	Sub Work Y/N:	
Change Order		Prepared By:	M.Johnson
Performed By		Job #	
Work Date	March 4, 2015		
Date of Report	March 11, 2015	Ticket #	

OK

Equipment 24169 Drinking ##### 410.7

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL107411	13 FORD F250 XL 4X2 R/C DIESEL				8.0	27.33	$ 218.64
SUL253028	12 JD 210K SKIP 4X4				8.0	45.76	$ 366.08

OK

Sub Total Equipment $ 584.72

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006931	Williamson, Kyle R	Laborer Group 4	8.0			$59.18	$79.38	$99.58	$ 473.44
10006756	Muro, Daniel	Laborer Group 4	8.0			$59.18	$79.38	$99.58	$ 473.44
10006551	Castillo, Michael Alar	Foreman Operator Group 10	8.0			$78.03	$105.13	$132.23	$ 624.24
								$	1,571.12

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
					$ -
?					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ -

	Sub Total Equipment	$ 584.72
	Sub Total Labor	$ 1,571.12
	Sub Total Material	$ -
	SUBTOTAL	$ 2,155.84
20%	Mark Up Labor	$ 314.22
15%	Mark Up Materials	$ -
15%	Mark Up Equipment	$ 87.71
	Total	$ 2,557.77
1%	Bond	$ 25.58
	GRAND TOTAL	**$ 2,583.35**

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

31121

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF PRINETO WORK DATE: 3/4/15

JOB NUMBER: 10157108 ITEM NUMBER: 30080101 CHANGE ORDER NO.:

LOCATION OF WORK: MAPLE, LINDEN AND CEDAR.

DESCRIPTION OF WORK: EXCAVATED, AND LAYED 1½" ABS DRAINS FOR DRINKING FOUNTAINS. PERFORATED PIPE TO DRAIN INTO POLK. WORKED AT DIRECTED BY JASON BROWN/ALBERTO ROSALES.

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
107411	F-250 4	8
253026	SKIP LOADER 4	8
	DO NOT AGREE WITH	
	8 HRS FOR F-250 +	
	SKID LOADER.	
	LABOR HRS OK	
	MP 3/4/15	

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB	KYLE WILLIAMSON	8	ST OT DT
	DANNY MORO	8	ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE	MIGUEL CASTILLO	8	ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN			ST OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS
MISC. MATERIALS		HOME DEPOT	$186.46
MATERIAL OR MINUS LUMBER.			

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

DATE: 3/4/15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

DATE:

CUSTOMER'S REPRESENTATIVE
Please Print Name

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

REVISED 2X OK

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

Bill to	City of Rialto
Location of Work	Pacific Electric Trail, West of Linden
Description of work	Drinking Fountain drainage pit and piping

Report #	24169	Sub Work Y/N:	
Change Order		Prepared By:	M.Johnson
Performed By	Sully-Miller	Job #	
Work Date	March 27, 2015		
Date of Report	April 9, 2015	Ticket #	

Equipment 24169 Drinkin: ##### 410.7

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL107376	08 FORD F250 XL RC DIESEL				2.0	27.33	$ 54.66

Sub Total Equipment $ 54.66

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006569	Cortez, Jose G	Cement Mason Foreman	2.0			$64.67	$86.10	$107.53	$ 129.34

$ 129.34

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ -

	Sub Total Equipment	$ 54.66
	Sub Total Labor	$ 129.34
	Sub Total Material	$ -
	SUBTOTAL	$ 184.00
20%	Mark Up Labor	$ 25.87
15%	Mark Up Materials	$ -
15%	Mark Up Equipment	$ 8.20
	Total	$ 218.07
1%	Bond	$ 2.18
	GRAND TOTAL	$ 220.25

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

24169

CUSTOMER NAME: City of Rialto WORK DATE: 3-27-15

JOB NUMBER: 10157108 ITEM NUMBER: 40020101 CHANGE ORDER NO.:

LOCATION OF WORK: West of Cactus on North side of Sidewalk trail.

DESCRIPTION OF WORK: Drinking Fountain drainage pit and piping

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
137 371	F-250	2

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN	Jose Cortez	2	(ST) OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

John Palacio DATE: 3-27-15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

DATE: 3/27/2015

CUSTOMER'S REPRESENTATIVE
Please Print Name Time verification only

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

FORM NO. EW 0001

CCO # 4.3

OK TO PAY
7-6-15

REGRADE SUBGRADE FOR BRIDGE DECK AT CACTUS - T&M SUMMARY

ITEM NO.	TICKET NO.	DATE	DESCRIPTION	AMOUNT	REVISED AMOUNT	COMMENTS
	31124	3/24/15	Lowered grade to accommodate precast bridge walls	$ 513.40	$ 478.41	OK
			Total	**$ 513.40**	$ 478.41	

SULLY-MILLER CONTRACTING EXTRA WORK ANALYSIS

Bill to	City of Rialto
Location of Work	Cactus Ave at Bridge Location
Description of work	Lowered grade to accomidate precast wall as plan grade/profile would cover precast wall. Sta 74+50 to 75+29

Report #	31124	Sub Work Y/N:	N
Change Order		Prepared By:	M.Johnson
Performed By	Sully-Miller	Job #	10157108
Work Date	March 24, 2015		
Date of Report	April 9, 2015	Ticket #	

Equipment

EQ. No.	Description	Caltrans Class	Caltrans Make	Caltrans Code	Hrs	Hourly Rate	Extended Amount
SUL104146	11 FORD RANGER XLT SUPERCAB				2.0	21.78	$ 43.56
SUL253026	12 JD 210K SKIP 4X4				2.0	45.76	$ 91.52

Sub Total Equipment $ 135.08

Labor

Employee Name		Class	Hours ST	Hours OT	Hours DT	Rate ST	Rate OT	Rate DT	Extended Amount
10006931	Williamson, Kyle R	Laborer Group 4	2.0			$59.18	$79.38	$99.58	$ 118.36
10006693	Kibe, Larry	Operator Grp 8 SUL	2.0			$75.43	$101.22	$127.01	$ 150.86

$ 269.22

Materials or Subcontract Work

Vendor -or- Subcontractor	Description	Quantity	Cost	u/m	TOTAL
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

Sub Total Material / Subcontractor $ -

	Sub Total Equipment	$ 135.08
	Sub Total Labor	$ 269.22
	Sub Total Material	$ -
	SUBTOTAL	$ 404.30
20%	Mark Up Labor	$ 53.84
15%	Mark Up Materials	$ -
15%	Mark Up Equipment	$ 20.26
	Total	$ 478.41

GRAND TOTAL $ 478.41

☐ Approved for receipt only

☐ Approved for payment

Agency Representative Date

Contractor's Representative Date

BRIDGE 31124

SULLY-MILLER CONTRACTING

AUTHORIZATION FOR EXTRA WORK AND/OR CHANGE IN PLANS

CUSTOMER NAME: CITY OF RIALTO WORK DATE: 3/24/15

JOB NUMBER: 701703 ITEM NUMBER: CHANGE ORDER NO.:

LOCATION OF WORK: MACRIS AVE (@ PRIVATE LOCATION.

DESCRIPTION OF WORK: LOWERED GRADE TO ACCOMIDATE PRECAST WALLS, AS plan Grade/ PROFILE WOULD COVER PRECAST WALL DETAILS.// CHANGED GRADES FROM STA 74+50-STA 75+29

CO. OWNED EQUIPMENT

EQUIP. NO.	DESCRIPTION	HOURS
104196	BANNER	2
253026	SKIPLOADER	2

LABOR

CLASS	NAME Employee #	HOURS	TYPE
LAB	KYLE WILLIAMSON	2	ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
OE	LARRY KEIBE	2	ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
			ST OT DT
MSN			ST OT DT
			ST OT DT
			ST OT DT

RENTAL EQUIPMENT / MATERIALS / SUBCONTRACT WORK

DESCRIPTION	RENTAL EQ#	SUPPLIER	QTY/HRS

MISC. ITEMS

DESCRIPTION	QUANTITY
EQUIPMENT MOVES	
PLANT OPENINGS	
SUBSISTENCE PAY	
TRAFFIC CONTROL SUPPLIES LIST)	
OTHER	

Michael K. DATE: 3/24/15

SULLY-MILLER CONTRACTING REPRESENTATIVE
Please Print Name

ROBERT [illegible] DATE: 3/24/15

CUSTOMER'S REPRESENTATIVE
Please Print Name

DISTRIBUTION: White & Canary = Project Manager for Billing Pink= Agency Representative Goldenrod = Foreman's Copy (to stay in book)

PCO # 20.0

SULLY-MILLER CONTRACTING CO.
License 747612A

135 S. State College Blvd., STE. 400 ◆ Brea, CA 92821 ◆ PHONE 714-578-9600

Transmittal Letter

February 23, 2015

City of Rialto
290 W. Rialto Avenue
Rialto, CA 92376

Attn: Jason Brown, Construction Manager

Re.: Pacific Electric Inland Empire Trail
Project No. 080803 RPSTPLE 5205 (019)
Sully-Miller Job No. 10157108

Subject: Pacific Electric Inland Empire Trail Hot Tap - Request for Change Order

Gentlemen:

The City of Fontana has required installation of P.O.C. 2" be completed by their staff. The work done includes installing Point of Connection 2" landscape service at Maple Ave. There has been additional time and costs associated with this construction. We would like 1 days added to the contract time for the additional work. The costs are as follows:

Description	Quantity	Unit	Price		Amount
Installation of one 2-inch landscape service	1	LS	$ 15,764.73	$	15,764.73
Subcontractor Markup	1	LS	5.00%	$	788.24
Subtotal				**$**	**16,552.97**
Bid Item 10420000 Credit	1	EA	$ (2,000.00)	$	(2,000.00)
Overall Total				**$**	**14,552.97**

If you have any questions, please call me at 714/720-7444.

Sincerely,

Jeremiah Brooks

Jeremiah Brooks
Project Manager

COPY

FONTANA WATER COMPANY

A DIVISION OF SAN GABRIEL VALLEY WATER COMPANY

15966 ARROW ROUTE • P.O. BOX 987, FONTANA, CALIFORNIA 92334 • (909) 822-2201

January 30, 2015

Sully-Miller Contracting Company
135 South State College Boulevard, Suite 400
Brea, California 92821

Subject: F76563 - Installation of Water Facilities

Gentlemen:

Enclosed herewith is our check in the amount of $6,466.27 which represents the final accounting of the service installation at Maple Avenue and Santa Fe Trail, Rialto, California. A breakdown of your deposit and the actual cost is as follows:

Item	Deposit	Actual Cost	Deposit is Over/(Under) Actual Cost
Installation of one 2-inch landscape service	$ 8,881.00	$ 2,414.73	$6,466.27
Facilities Fees	13,350.00	13,350.00	0.00
Total	$22,231.00	$15,764.73	$6,466.27

We are pleased that the final cost was less than anticipated thereby making the enclosed refund possible. If you have any question or require additional information, please call me.

Very truly yours,

Josh M. Swift
Assistant General Manager

JMS:ya
Enclosure

CITY OF RIALTO
CONTRACT CHANGE ORDER

To: Sully Miller Contracting Co.
135 S. State College Blvd, Suite 400
Brea, CA 92821
Tel: (714) 578-9600
Fax: (714) 449-2277

Attn: Jeremiah Brooks

Date: August 25, 2015
Project No: 080803
Project: Pacific Electric Inland Empire Trail

Change Order No: 5.0
Purchase Order 2014-1581
Account 220-500-8348-3001
Federal Aid Project No. RPSTPLE 5205 (019)

CHANGES IN WORK:

This Contract Change Order No. 5 accommodates the following:

1. Compensation to Sully Miller for increased quantity on bid item #29, Furnish & Install 3" decomposed granite paving (Adobe Sunset).
2. Compensation to Sully Miller for increased quantity on bid item #76, Furnish & Install 3" schedule 80 PVC conduit.
3. Compensation to Sully Miller for increased cost of labor & materials as requested by VT Electric.
4. Compensation to Sully Miller for the removal of excess soil generated by the v-gutter modification.
5. Compensation to Sully Miller for the additional costs incurred as a result of increased contaminated soil to be removed and disposed.
6. Adjustment to previous change order amounts.
7. Adjustments to bid item quantities under the estimated quantity.

CHANGES IN COST:

1) City agrees to compensate Sully Miller for all labor, equipment, materials to furnish & install an additional 100 Square feet of 3" decomposed granite paving (Adobe Sunset) at the Contract unit price of $1.35. **The total cost for this item of work shall be $135.00 inclusive of all mark-ups and profit.**

2) City agrees to compensate Sully Miller for all labor, equipment, materials to furnish & install an additional 114 Lineal feet of 3" schedule 80 PVC conduit at the Contract Unit Price of $20.00. **The total cost for this item of work shall be $2,280.00 inclusive of all mark-ups and profit.**

3) City agrees to compensate Sully Miller for increased labor and material cost incurred by their electrical subcontractor, VT Electric. Compensation will be made at the agreed lumps sum price of $4,544.07. **The total cost for this item of work shall be $4,544.07 inclusive of all mark-ups and profit.**

4) City agrees to reimburse Sully Miller for labor, equipment, and materials to remove and haul away the excess soil generated by the v-gutter modification. **The total cost for this item of work shall be $43,638.49 inclusive of all mark-ups and profit.**

5) City agrees to reimburse Sully Miller for labor, equipment, and materials to remove and dispose of the additional contaminated soil in compliance with the project plans and specifications. **The total cost for this item of work shall not exceed $104,485.56 inclusive of all mark-ups and profit.**

6) Adjustment to previous change order amounts. **This adjustment is a cost savings of -$40,838.04.**

7) Adjustments to bid item quantities under the estimated quantity. **This adjustment is a cost savings of -$65,402.20**

CHANGES TO CONTRACT TIME:

Items 1 thru 7 – Time differed.
A claim for extension in Contract Time will not be granted unless the Contractor can demonstrate through a Critical Path Method (CPM) analysis of the Schedule's critical path(s) that the increases in the time to perform or complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time, despite the Contractor's reasonable and diligent actions to guard against those effects.

SOURCE OF FUNDS:

Funds are available in the following account(s): 220-500-8348-3001

REASONS FOR CHANGE:

1. Final quantities are based on actual field measurements.
2. Final quantities are based on actual field measurements.
3. After the award of the project, the city learned that SANBAG was in the process of amending their requirements and insurance indemnification needed to obtain the right of entry agreement. This change resulted in a delay of the project start date. VT Electric was compensated for their increase to labor & materials.
4. A discrepancy between the v-gutter elevations shown on the plans vs the elevation of the existing outlet structure resulted in lowering new v-gutter to match existing field conditions and generated excess soil to be removed and disposed of.
5. At the time of award the extent contaminated soil was unknown. During excavation and testing it was determined that additional 303 CY of contaminated soil needed to be removed and disposed off. This was an increase of nearly 50% of the original estimated quantity. The City agreed to compensate Sully Miller at the agreed price.
6. Several previous change orders were for work to be performed at time & materials and the amounts were estimated. This item is a balancing adjustment to the actual paid amounts of previous change orders.
7. Adjustment in cost due to various quantities under the bid estimated quantity.

SUMMARY OF COSTS:

Original Contract Amount:	$ 3,169,295.00	Original Completion	90
This Change Order:	48,842.88	Days Added for this	-0-
Previous Change Order(s):	$309,622.12	Previous Days Added:	0
Revised Contract Amount:	**$3,527,760.00**	Revised Completion	0

I have received a copy of this Change Order and the above AGREED PRICES are acceptable to Contractor

Sully Miller Contracting Co. Jeremiah Brooks — Signature — 8-28-15 Date

JEREMIAH BROOKS, PM — Printed Name and Title

City of Rialto

Approved By: Mike Story, City Administrator — 9/2/15 Date

Attest By: Barbara G McGee — Barbara McGee, City Clerk — 9/15/15 Date

Recommended By: Robert Eisenbeiz, Public Works Director — 8/31/15 Date

---

Distribution:

Original Conformed Copy:
(1)
(1)

Conformed - File Copy:
(1)
(1)
(1)
(1)

DATE FILED & POSTED

Rct #390475

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street , Room 121
Sacramento, CA 95814

From: City of Rialto
Development Services Department
150 South Palm Avenue
Rialto, CA 92376

☒ Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Project Title: Capital Improvement Project (E.A.R #CRP 09-04)

Project Location (Specific): Approximately 650 feet north of Rialto Avenue between Maple Avenue to Cactus Avenue.

Project Location (City): City of Rialto **Project Location (County):** San Bernardino

Project Description: Conversion of the Pacific Electric Railroad into a pedestrian trail.

Name of Public Agency Approving Project: City of Rialto

Name of Person or Agency Carrying Our Project: City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

CLERK OF THE BOARD OF SUPERVISORS
10 JAN 25 AM 11:39
COUNTY OF SAN BERNARDINO
CALIFORNIA

Exempt Status: (check one)

☐ Ministerial (Sec. 21080(b) (1); 15268);

☐ Declared Emergency (Sec. 21080(b) (3); 15269(a));

☐ Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));

☒ Categorical Exemption. State type and section number: 15301 Existing Facilities

☐ Statutory Exemptions. State code number:

Reasons why project is exempt: This project is exempt under CEQA Section 15301 Existing Facilities. This project is in compliance with CEQA Section 15301 (c) requirements for exemption. The proposed project involves the conversion of a former railroad right-of-way into a pedestrian walking trail within the City of Rialto qualifying it for exemption under CEQA Section 15301 (c).

Lead Agency Contact Person: Daniel Casey Area Code/Telephone/Extension: (909) 820-2535

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Daniel Casey Title: Assistant Planner Date: 01/25/2010

☐ Signed by Lead Agency Date received for filing at OPR:
☐ Signed by Applicant

Infrastructure

ITEMS TO BE CAPITALIZED PER GASB 34: ADDITIONS/RECONSTRUCTION/BETTERMENTS ONLY

COUNCIL APPROVED
NOTICE OF COMPLETION
STAFF REPORT DATE 10/13/2015

BUDGET $ 4,496,458.00
TOTAL PROJECT COST TO BE CAPITALIZED $ 4,443,645.02

PROJECT NAME Pacific Electric Inland Empire Trail

PROJECT # (IF APPLICABLE) 080803

Project Costs/Location	Design,Environmental & ROW	Project/Construction Management	Construction	Total Project Cost
Pacific Electric Trail (Maple Ave to Cactus Ave)	$ 532,241.42	$ 383,643.60	$ 3,527,760.00	$ 4,443,645.02
				$ -
TOTAL PROJECT COST	**$ 532,241.42**	**$ 383,643.60**	**$ 3,527,760.00**	**$ 4,443,645.02**

Fund Name	Account Fund No.		
RDA Fund 334	334-500-1798-3001	$	377,358
SANBAG TE Fund 222	222-500-4316-3001	$	2,000,000
Open Space DIF Fund 220	220-500-8348-3001	$	1,500,000
MEASURE I Fund 200	200-500-4310-3001	$	289,100
SANBAG TDA Article 3 Fund 204	204-500-7326-3001	$	330,000
TOTAL PROJECT BUDGET		**$**	**4,496,458.00**
UNDER/(OVER) BUDGET		**$**	**52,812.98**

Fixed Assets Detail: (If there are multiple locations, please insert a row)

Category	# of Units	Location	Unit of Measurement	Amount $
AIRPORT RUNWAY				$ -
BERMS				
TUNNELS				
BIKE/JOGGING PATH	70120	Pacific Electric Railroad from Maple to Cactus Ave.	SF	$ 709,360.67
BRIDGES AND CULVERTS	2	Pacific Electric Railroad at Rialto Channel	LS / EA	$ 207,929.23
CROSS GUTTER				
CURB & GUTTER	20,378	Pacific Electric Railroad from Maple to Cactus Ave.	LF	$ 808,900.55
DRIVE APPROACH	1,650	PE Trailheads @ Maple (East), Linden (E/W), Cedar (E/W), Cactus (W)	SF	$ 22,740.21
WATER VALVES	155	Pacific Electric Railroad from Maple to Cactus Ave.	EA	$ 282,351.32
HYDRANTS				
LAND EASEMENTS				
PAVEMENT	193,100	Pacific Electric Railroad from Maple to Cactus Ave.	SF	$ 1,100,472.32
PUMPING EQUIPMENT				
RAMP				
RIGHT-OF-WAY				
SEWER LATERAL				
SIDEWALK	5,152	PE Trailheads @ Maple (East), Linden (E/W), Cedar (E/W), Cactus (W)	SF	$ 34,715.75
STORM DRAINS	15 / 1 / 325	Pacific Electric Railroad from Maple to Cactus Ave.	EA / LS / LF	$ 232,327.87
STREET LIGHTS	59	Pacific Electric Railroad from Maple to Cactus Ave.	EA	$ 731,365.70
OTHERS - PLEASE SPECIFY				
TRAFFIC SIGNALS	2	Pacific Electric Railroad at Linden, at Cedar	LS	$ 313,481.39
				$ 4,443,645.02

For projects spent by the City (not donated)

Construction List

	GENERAL					
1	Mobilization	1	LS	$	110,998.50	
2	Traffic Control	1	LS	$	6,000.00	
3	Clearing, Grubbing and Removals	1	LS	$	170,000.00	
4	Storm Water Pollution & Erosion Control	1	LS	$	103,000.00	
5	Project Information Signs	6	EA	$	6,600.00	
6	Unclassified Excavation	14000	CY	$	238,000.00	
7	Unclassified Fill	6000	CY	$	60,000.00	
8	Remove & Relocate Existing Wrought Iron Fence	170	LF	$	2,907.00	
9	Construct 6' Wrought Iron Fence	390	LF	$	14,445.00	
10	Remove & Relocate Existing Field Goal Post	1	LS	$	5,300.00	
31	Furnish and Install Precast Concrete "Logo" Panel per Detail H on Sheet L-8	6	EA	$	25,800.00	
32	Furnish and Install Precast Trail Monument	6	EA	$	15,600.00	
33	Pilaster with Plaque per Detail J on Sheet L-8	4	EA	$	17,600.00	
34	Furnish and Install Interpretive Panel per Detail B on Sheet L-9	4	EA	$	3,600.00	
35	Furnish and Install Pet Station (Complete) per Note 13 on Sheet L-6, and Detail I, Sheet L-8	4	EA	$	4,800.00	
36	Furnish and Install 6' Precast Concrete Bench per Note 11 on Sheet L-6, and Detail D on Sheet L-9	4	EA	$	2,000.00	
37	Furnish and Install Precast Concrete Trash Receptacle per Note 12 on Sheet L-6	4	EA	$	2,000.00	
38	Construct Galvanized Steel Pipe Vehicle Access Gate with 3 – 3" Galvanized Steel Posts per Detail (Note 8) on Sheet 4	6	EA	$	24,600.00	
39	Furnish and Install 18' Boulder per Detail F on Sheet L-8	120	EA	$	6,720.00	
40	Furnish and Install 24" Boulder per Detail F on Sheet L-8	200	EA	$	12,931.00	
41	Furnish and Install 36" Boulder per Detail F on Sheet L-8	175	EA	$	37,125.00	
51	Furnish and Install 16 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	1	EA	$	11,000.00	
52	Furnish and Install 24 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	2	EA	$	24,000.00	
53	Furnish and Install 48 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	1	EA	$	14,000.00	
54	Furnish and Install 1½" Class 315 PVC Mainline	125	LF	$	250.00	
55	Furnish and Install 2" Class 315 PVC Mainline	6750	LF	$	20,218.20	
57	Furnish and Install Schedule 40 PVC Sleeves (Various Sizes) per Detail I on Sheet L-17 (Including all removal and replacement of existing improvements)	1250	LF	$	11,000.00	
58	Furnish and Install Class 200 PVC Lateral	36500	LF	$	62,050.00	
59	Furnish and Install Tree Bubblers per Detail H on Sheet L-17	294	EA	$	27,636.00	IRRIGATION
60	Furnish and Install Palm Bubblers per Detail G on Sheet L-17	92	EA	$	2,392.00	IRRIGATION
61	Furnish and Install Vine Bubblers per Detail F on Sheet L-17	125	EA	$	3,068.00	IRRIGATION
62	Furnish and Install Bubblers per Detail F on Sheet L-17	2050	EA	$	51,922.00	IRRIGATION
63	Furnish and Install Class A Topsoil	100	CY	$	2,652.00	
64	Furnish and Install 36" Box Tree (Various Species) per Detail A on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	124	EA	$	107,260.00	
65	Furnish and Install 36" Box Tree (Citrus 'Valencia') per Detail D on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	23	EA	$	40,250.00	
66	Furnish and Install Palm Tree (Washingtonia filifera, 10'-12' Min. BTF) per Detail F on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	46	EA	$	65,780.00	
67	Furnish and Install 1 Gallon Shrub (Various Species) per Detail B on Sheet L-24	764	EA	$	7,640.00	
68	Furnish and Install 5 Gallon Shrub (Various Species) per Detail B on Sheet L-24	1152	EA	$	20,706.00	
69	Furnish and Install 15 Gallon Shrub (Various Species) per Detail B on Sheet L-24	133	EA	$	12,103.00	
70	Furnish and Install 5 Gallon Vine (Vitis vinifera 'Muscat') per Detail B on Sheet L-24	118	EA	$	4,720.00	
71	Furnish and Install 3" Thick Shredded Mulch per Detail C on Sheet L-24	550	CY	$	24,750.00	
72	90-Day Plant Establishment and Maintenance Period	1	LS	$	4,285.00	
75	Furnish and Install 2" Schedule 40 PVC Conduit per Detail 5 on Electrical Plan Sheet 5	7800	LF	$	62,352.00	
76	Furnish and Install 3" Schedule 80 PVC Conduit (Including all removal and replacement of existing improvements)	500	LF	$	10,000.00	
77	Furnish and Install No. 8 THWN	46000	LF	$	43,200.00	
78	Furnish and Install No. 10 THWN	7800	LF	$	4,452.00	
80	Furnish and Install No. 8 Pull Box per Caltrans Standard Plan RSP ES-8A with Lockable Vandal Resistant Insert (NoCalm or equal)	40	EA	$	26,000.00	
83	Furnish and Install Signage & Markings Increased quantity bid item #9 Wrought Iron	1	LS	$	13,500.00	
CCO1.1	Fence	298.5	LF	$	36,715.50	
CCO1.2	Furnish & Install bicycle racks	1	LS	$	4,495.00	
CCO1.3	Pre-construction service - Maple SD	1	LS	$	4,912.22	
CCO1.4	Furnish and Install additional wrought iron fence	925	LF	$	108,169.50	
CCO2.1	Furnish and Install drinkino fountains	1	LS	$	12,843.00	
CCO2.2	T&M delay cost - VT Electric	1	LS	$	1,117.34	
CCO2.3	Increased quantity - Bid Item No. 57	200	LF	$	1,780.00	
CCO2.4	Increased quantity - Bid Item No. 80	10	EA	$	6,500.00	
CCO2.6	T&M cost. existino block wall recair	1	LS	$	14,464.30	
CCO2.7	T&M cost. install chain link fence on headwalls	1	LS	$	2,848.95	
CCO2.8	T&M cost. install trash orates on RCPs	1	LS	$	1,875.90	
CCO2.9	T&M cost. construct 6' trash wood fence	1	LS	$	3,192.59	
CCO3.5	Increased quantity - Bid Item No. 67	114	EA	$	1,140.00	
CCO3.6	Increased quantity - Bid Item No.77	9500	LF	$	8,550.00	
CCO3.7	Increased quantity - Bid Item No. 80	3	EA	$	1,950.00	
CCO4.2	Additional work related to the drinkino fountains Reimbursement for water service installed by Fontana Water	1	LS	$	2,603.60	
CCO4.4	Additional Contaminated Soil Removal & Disposal	1	LS	$	14,552.97	
CCO5.5	Increased cost for labor 7 materials - VT Electric	1	LS	$	94,023.66	
CCO5.2	Increased quantity - Bid Item No. 76	1	LS	$	4,544.07	
28	Furnish and Apply Weed Killer and Soil Binder /All Exposed or Decomposed Granite Areas	114	LF	$	2,280.00	
		1	LS	$	2,100.00	
					$1,897,617.99	
	STORM DRAIN					
19	Construct 24" x 24" Catch Basin with Grate & Filter, including PCC V-Gutter Transition per Detail (Note 27) Sheet 6	7	EA	$	18,200.00	
20	Construct 24" x 24" Catch Basin with Grate & Filter, including PCC Trapezoidal Channel Transition per Detail (Note 28) Sheet 9	5	EA	$	14,000.00	
21	Construct 30" x 36" Catch Basin with Grate & Filter with 8' x 8' x 6" PCC Local Depression	3	EA	$	10,400.00	
22	Construct 18" to 36" Storm Drain Transition Structure (Complete including all removal and replacement of existino improvements)	1	LS	$	5,300.00	
23	Construct 36" RCP Storm Drain (D-2000)	35	LF	$	4,135.00	
24	Construct 18" RCP Storm Drain (D-2000)	300	LF	$	33,154.00	
25				$	85,229.00	
34	**PUBLIC IMPROVEMENTS** Construct 6" PCC Driveway Approach	1650	SF	$	8,342.20	
29	**PAVEMENT** Furnish and Install 3" Decomposed Granite Paving (Adobe Sunset Fines) per Detail E on Sheet L-8	146500	SF	$	197,775.00	
30	Furnish and Install 3" Decomposed Granite Paving (California Gold) per Detail E on Sheet L-8	27500	SF	$	31,602.00	
26	Construct Cobble Paving over 3" Crushed Aggregate Base per Detail D on Sheet L-8	12500	SF	$	137,456.00	
27	Construct Concrete Paving with ½" Ironwood Pea Gravel per Detail A on Sheet L-8	6500	SF	$	36,736.00	
CCO5.1	Increased quantity - Bid Item No. 29	100	SF	$	135.00	
		193100		$	403,706.00	
17	**CURB AND GUTTER**					
18	Construct 8" PCC Curb & Gutter	50	LF	$	1,475.00	
17	Construct 6" PCC Mow Curb per Detail E on Sheet L-8	15500	LF	$	140,155.40	
13	Construct 3' x 6" PCC V-Gutter	850	LF	$	9,384.00	
CCO3.1	Construct 4' x 12" PCC V-Gutter	3800	LF	$	54,150.00	
CCO3.3	Increased quantity - Bid Item No. 13	7	LF	$	78.40	
	Increased quantity - Bid Item No.17	176	LF	$	5,192.00	
		20378		$	210,384.80	
CCO2.5	**MISC. CURB AND GUTTER** T&M cost. V-outter modifications	1	LS	$	25,000.00	
CCO5.4	Construct new v-outter west of Linden	1	LS	$	7,258.21	
	T&M Voutter modification - Excess soil	1	LS	$	54,100.39	
				$	86,358.60	
		curb + gutter total		$	296,743.50	
15	**SIDEWALK** Construct 4" PCC Sidewalk	3100	SF	$	11,470.00	
CCO3.2	Increased quantity - Bid Item No.15	2052	SF	$	1,265.40	
		5,152		$	12,735.40	
11	**MISC. HARDSCAPE** Construct 4" PCC Sitewalh	70120	SF	$	260,227.55	
	BRIDGES AND CULVERTS					
41	Furnish and Install Precast Concrete Bridge Structure per Detail A on Sheet L-9, including reinforced concrete footings and pier walls per Detail 13 on Sheet 10	1	LS	$	69,000.00	
CCO4.3	Re-grade subgrade for bridge deck	1	LS	$	476.41	
	Construct 5' x 12' PCC Headwall per Detail (Note 9) Sheet 3	2	EA	$	6,800.00	
				$	76,276.41	
42	**WATER VALVE** Construct P.O.C. - 2" Water Service Line Extension per City Standard RW-701-0 (Including all removal and replacement of existing improvements)	4	EA	$	8,000.00	
43	Furnish and Install 1½" Pressure Regulator in Valve Box	4	EA	$	2,740.00	
44	Furnish and Install 1½" Backflow Device with Atmospheric Protection per Detail A on Sheet L-17	4	EA	$	17,140.00	
45	Furnish and Install 1" Flow Meter in Valve Box per Detail B on Sheet L-17	4	EA	$	5,480.00	
46	Furnish and Install 1½" Master Valve in Valve Box per Detail B on Sheet L-17	4	EA	$	2,280.00	
47	Furnish and Install 1½" Ball Valve in Valve Box per Detail C on Sheet L-17	4	EA	$	1,060.00	
48	Furnish and Install 2" Ball Valve in Valve Box per Detail C on Sheet L-17	4	EA	$	1,200.00	
49	Furnish and Install 1" Remote Control Valve in Valve Box per Detail D on Sheet L-17	38	EA	$	23,560.00	
50	Furnish and Install 1½" Remote Control Valve in Valve Box per Detail D on Sheet L-17	36	EA	$	25,920.00	
CCO3.4	Increased quantity - Bid Item No.48	2	EA	$	600.00	
56	Furnish and Install 1" Quick Coupler Valve in Valve Box per Detail E on Sheet L-17	51	EA	$	15,600.00	
		155		$	103,580.00	
74	**STREET LIGHTS** Furnish and Install Type "A" (Bike Path) Light Fixture with 15'-0" Square Steel Pole and Foundation per Detail 2 on Electrical Plan Sheet 8	47	EA	$	164,500.00	
73	Furnish and Install Type "B" (Entry) Light Fixture with 14'-0" Round Aluminum Fluted Pole and Foundation per Detail 1 on Electrical Plan Sheet 8	12	EA	$	87,600.00	
79	Furnish and Install Lighting Relay Panel with NEMA 3R Stainless Steel Dual Meter Pedestal Enclosure and Foundation per Electrical Notes 1, 2 and 6 on Revised Electrical Plan Sheets 3 and 4, and Details on Revised Electrical Plan Sheet 8	2	EA	$	16,200.00	
		no		$	268,300.00	
81	**TRAFFIC SIGNALS** Flashing Beacon Crossing (Linden Avenue) complete and in place	1	LS	$	32,000.00	
82	Pedestrian Traffic Signal (Cedar Avenue) complete and in place	1	LS	$	83,000.00	
				$	115,000.00	

1	Mobilization	1	LS
2	Traffic Control	1	LS
3	Clearing, Grubbing and Removals	1	LS
4	Storm Water Pollution & Erosion Control	1	LS
5	Project Information Signs	6	EA
6	Unclassified Excavation	15900	CY
7	Unclassified Fill	6000	CY
8	Remove & Relocate Existing Wrought Iron Fence	170	LF
9	Construct 6' Wrought Iron Fence	280	LF
10	Remove & Relocate Existing Field Goal Post	1	LS
11	Construct 4" PCC Bikepath	70120	SF
12	Construct 3' x 6" PCC V-Gutter	850	LF
13	Construct 4' x 12" PCC V-Gutter	3800	LF
14	Construct 6" PCC Driveway Approach	1650	SF
15	**Construct 4" PCC Sidewalk**	3100	SF
16	Construct 10" PCC Curb	20	LF
17	Construct 8" PCC Curb & Gutter	50	LF
18	Construct 6" PCC Mow Curb per Detail E on Sheet L-8	15500	LF
19	Construct 24" x 24" Catch Basin with Grate & Filter, including PCC V-Gutter Transition per Detail (Note 27) Sheet 6	7	EA
20	Construct 24" x 24" Catch Basin with Grate & Filter, including PCC Trapezoidal Channel Transition per Detail (Note 28) Sheet 9	5	EA
21	Construct 36" x 36" Catch Basin with Grate & Filter with 8' x 8' x 6" PCC Local Depression	3	EA
22	Construct 5' x 12" PCC Headwall per Detail (Note 9) Sheet 3	2	EA
23	Construct 18" to 36" Storm Drain Transition Structure (Complete including all removal and replacement of existing improvements)	1	LS
24	Construct 36" RCP Storm Drain (D-2000)	25	LF
25	Construct 18" RCP Storm Drain (D-2000)	300	LF
26	Construct Cobble Paving over 3" Crushed Aggregate Base per Detail D on Sheet L-8	12500	SF
27	Construct Concrete Paving with ¼" Ironwood Pea Gravel per Detail A on Sheet L-8	6500	SF
28	Furnish and Apply Weed Killer and Soil Binder (All Exposed or Decomposed Granite Areas)	1	LS
29	Furnish and Install 3" Decomposed Granite Paving (Adobe Sunset Fines) per Detail E on Sheet L-8	146500	SF
30	Furnish and Install 3" Decomposed Granite Paving (California Gold) per Detail E on Sheet L-8	27500	SF
31	Furnish and Install Precast Concrete "Logo" Panel per Detail H on Sheet L-8	6	EA
32	Furnish and Install Precast Trail Monument Pilaster with Plaque per Detail J on Sheet L-8	6	EA
33	Furnish and Install Interpretive Panel per Detail B on Sheet L-9	4	EA
34	Furnish and Install Pet Station (Complete) per Note 13 on Sheet L-6, and Detail I, Sheet L-8	4	EA
35	Furnish and Install 6' Precast Concrete Bench per Note 11 on Sheet L-6, and Detail D on Sheet L-9	4	EA
36	Furnish and Install Precast Concrete Trash Receptacle per Note 12 on Sheet L-6	4	EA

37	Construct Galvanized Steel Pipe Vehicle Access Gate with 3 – 3” Galvanized Steel Posts per Detail (Note 8) on Sheet 4	6	EA
38	Furnish and Install 18” Boulder per Detail F on Sheet L-8	120	EA
39	Furnish and Install 24” Boulder per Detail F on Sheet L-8	200	EA
40	Furnish and Install 36” Boulder per Detail F on Sheet L-8	175	EA
41	Furnish and Install Precast Concrete Bridge Structure per Detail A on Sheet L-9, including reinforced concrete footings and pier walls per Detail 13 on Sheet 10	1	LS
42	Construct P.O.C.: 2” Water Service Line Extension per City Standard RW-701-0 (Including all removal and replacement of existing improvements)	4	EA
43	Furnish and Install 1½” Pressure Regulator in Valve Box	4	EA
44	Furnish and Install 1½” Backflow Device with Strongbox Enclosure per Detail A on Sheet L-17	4	EA
45	Furnish and Install 1” Flow Meter in Valve Box per Detail B on Sheet L-17	4	EA
46	Furnish and Install 1½” Master Valve in Valve Box per Detail B on Sheet L-17	4	EA
47	Furnish and Install 1½” Ball Valve in Valve Box per Detail C on Sheet L-17	4	EA
48	Furnish and Install 2” Ball Valve in Valve Box per Detail C on Sheet L-17	4	EA
49	Furnish and Install 1” Remote Control Valve in Valve Box per Detail D on Sheet L-17	38	EA
50	Furnish and Install 1¼” Remote Control Valve in Valve Box per Detail D on Sheet L-17	36	EA
51	Furnish and Install 16 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	1	EA
52	Furnish and Install 24 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	2	EA
53	Furnish and Install 48 Station Electric Controller with Stainless Steel Enclosure, Radio & Antenna per Detail J on Sheet L-17	1	EA
54	Furnish and Install 1½” Class 315 PVC Mainline	125	LF
55	Furnish and Install 2” Class 315 PVC Mainline	6750	LF
56	Furnish and Install 1” Quick Coupler Valve in Valve Box per Detail E on Sheet L-17	51	EA
57	Furnish and Install Schedule 40 PVC Sleeves (Various Sizes) per Detail I on Sheet L-17 (Including all removal and replacement of existing improvements)	1250	LF
58	Furnish and Install Class 200 PVC Lateral	36500	LF
59	Furnish and Install Tree Bubblers per Detail H on Sheet L-17	294	EA
60	Furnish and Install Palm Bubblers per Detail G on Sheet L-17	92	EA
61	Furnish and Install Vine Bubblers per Detail F on Sheet L-17	125	EA
62	Furnish and Install Bubblers per Detail F on Sheet L-17	2050	EA
63	Furnish and Install Class A Topsoil	100	CY
64	Furnish and Install 36” Box Tree (Various Species) per Detail A on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	124	EA

65	Furnish and Install 36” Box Tree (Citrus 'Valencia’) per Detail D on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	23	EA
66	Furnish and Install Palm Tree (Washingtonia filifera, 10’-12’ Min. BTF) per Detail F on Sheet L-24, including linear root barrier per Detail E on Sheet L-24 (where required)	46	EA
67	Furnish and Install 1 Gallon Shrub (Various Species) per Detail B on Sheet L-24	764	EA
68	Furnish and Install 5 Gallon Shrub (Various Species) per Detail B on Sheet L-24	1152	EA
69	Furnish and Install 15 Gallon Shrub (Various Species) per Detail B on Sheet L-24	133	EA
70	Furnish and Install 5 Gallon Vine (Vitis vinifera ‘Muscat’) per Detail B on Sheet L-24	118	EA
71	Furnish and Install 3” Thick Shredded Mulch per Detail C on Sheet L-24	550	CY
72	90-Day Plant Establishment and Maintenance Period	1	LS
73	Furnish and Install Type “A” (Bike Path) Light Fixture with 15’-0” Square Steel Pole and Foundation per Detail 2 on Electrical Plan Sheet 8	47	EA
74	Furnish and Install Type “B” (Entry) Light Fixture with 14’-0” Round Aluminum Fluted Pole and Foundation per Detail 1 on Electrical Plan Sheet 8	12	EA
75	Furnish and Install 2” Schedule 40 PVC Conduit per Detail 5 on Electrical Plan Sheet 8	7800	LF
76	Furnish and Install 3” Schedule 80 PVC Conduit (Including all removal and replacement of existing improvements)	500	LF
77	Furnish and Install No. 8 THWN	48000	LF
78	Furnish and Install No. 10 THWN	7800	LF
79	Furnish and Install Lighting Relay Panel with NEMA 3R Stainless Steel Dual Meter Pedestal Enclosure and Foundation per Electrical Notes 1, 2 and 6 on Revised Electrical Plan Sheets 3 and 4, and Details on Revised Electrical Plan Sheet 8	2	EA
80	Furnish and Install No. 6 Pull Box per Caltrans Standard Plan RSP ES-8A with Lockable Vandal Resistant Insert (McCain or equal)	40	EA
81	Flashing Beacon Crossing (Linden Avenue) complete and in place	1	LS
82	Pedestrian Traffic Signal (Cedar Avenue) complete and in place	1	LS
83	Traffic Striping, Signage & Markings	1	LS

CCO1.1	Increased quantity bid item #9 Wrought Iron Fence	298.5	LF
CCO1.2	Furnish & Install bicycle racks	1	LS
CCO1.3	Pre-construction service - Maple SD	1	LS
CCO1.4	Furnish and Install additional wrought iron fence	925	LF
CCO2.1	Furnish and Install drinking fountains	1	LS
CCO2.2	T&M delay cost - VT Electric	1	LS
CCO2.3	Increased quantity - Bid Item No. 57	200	LF
CCO2.4	Increased quantity - Bid Item No. 80	10	EA
CCO2.5	T&M cost, V-gutter modifications	1	LS

CCO2.6	T&M cost, existing block wall repair	1	LS
CCO2.7	T&M cost, install chain link fence on headwalls	1	LS
CCO2.8	T&M cost, install trash grates on RCPs	1	LS
CCO2.9	T&M cost, construct 6' high wood fence	1	LS
CCO3.1	Increased quantity - Bid Item No.13	2	LF
CCO3.2	Increased quantity - Bid Item No.15	342	LF
CCO3.3	Increased quantity - Bid Item No.17	176	LF
CCO3.4	Increased quantity - Bid Item No.48	2	EA
CCO3.5	Increased quantity - Bid Item No.67	114	EA
CCO3.6	Increased quantity - Bid Item No.77	9500	LF
CCO3.7	Increased quantity - Bid Item No.80	3	EA
CCO4.1	Construct new v-gutter west of Linden	1	LS
CCO4.2	Additional work related to the drinking fountains	1	LS
CCO4.3	Re-grade subgrade for bridge deck	1	LS
CCO4.4	Reimbursement for water service installed by Fontana Water	1	LS
CCO5.1	Increased quantity - Bid Item No. 29	100	SF
CCO5.2	Increased quantity - Bid Item No. 76	114	LF
CCO5.3	Increased cost for labor 7 materials - VT Electric	1	LS
CCO5.4	T&M Vgutter modification - Excess soil	1	LS
CCO5.5	Additional Contaminated Soil Removal & Disposal	1	LS

$	110,999.50
$	6,000.00
$	170,000.00
$	103,000.00
$	6,600.00
$	238,500.00
$	60,000.00
$	2,907.00
$	34,440.00
$	5,300.00
$	260,227.50
$	9,384.00
$	54,150.00
$	8,342.20
$	11,470.00
$	-
$	1,475.00
$	140,155.40
$	18,200.00
$	14,000.00
$	10,400.00
$	6,800.00
$	5,300.00
$	4,175.00
$	33,154.00
$	137,456.00
$	36,738.00
$	2,100.00
$	197,775.00
$	31,602.00
$	25,800.00
$	15,600.00
$	17,600.00
$	3,600.00
$	4,800.00
$	2,000.00

$	24,600.00
$	6,720.00
$	12,931.00
$	37,125.00
$	69,000.00
$	8,000.00
$	2,740.00
$	17,140.00
$	5,480.00
$	2,280.00
$	1,060.00
$	1,200.00
$	23,560.00
$	25,920.00
$	11,000.00
$	24,000.00
$	14,000.00
$	250.00
$	20,218.20
$	15,600.00
$	11,000.00
$	62,050.00
$	27,636.00
$	2,392.00
$	3,068.00
$	51,922.00
$	2,652.00
$	107,260.00

$	40,250.00
$	65,780.00
$	7,640.00
$	20,706.00
$	12,103.00
$	4,720.00
$	24,750.00
$	4,285.00
$	164,500.00
$	87,600.00
$	62,352.00
$	10,000.00
$	43,200.00
$	4,452.00
$	16,200.00
$	26,000.00
$	32,000.00
$	83,000.00
$	13,500.00
$	3,103,892.80
$	36,715.50
$	5,565.69
$	4,912.22
$	108,169.50
$	12,843.00
$	1,117.34
$	1,760.00
$	6,500.00
$	25,000.00

$	14,464.30
$	2,848.95
$	1,875.90
$	3,192.59
$	28.50
$	1,265.40
$	5,192.00
$	600.00
$	1,140.00
$	8,550.00
$	1,950.00
$	7,258.21
$	2,803.60
$	478.41
$	14,552.97
$	135.00
$	2,280.00
$	4,544.07
$	54,100.39
$	94,023.66

Legislation Details (With Text)

File #:	15-714	Version:	1	Name:	D.11
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/25/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to (1) Accept the 2012/13 Annual Street Overlay Project, City Project No. 130807; (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sequel Contractors, Inc., a California corporation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1 - NOC - 2012-13 Annual Street Overlay Project Attachment 2 - NOE Attachment 3 - GASB34				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Accept the 2012/13 Annual Street Overlay Project, City Project No. 130807; (2) Authorize Filing of the Notice of Completion; and (3) Release Retention to Sequel Contractors, Inc., a California corporation.

BACKGROUND:

On July 8, 2014, the City Council approved the construction plans and contract specifications, and authorized the release of Request for Bids (RFB) No.15-001 for the 2012/13 Annual Street Overlay Project, City Project No. 130807 (the “Project”), which consisted of resurfacing and related improvements along Riverside Avenue south of Foothill Boulevard through the downtown area.

On September 9, 2014, the City Council awarded the construction contract to Sequel Contractors, Inc., a California corporation, in the amount of $1,209,408 for the Project.

ANALYSIS/DISCUSSION:

The Contractor satisfactorily completed the project on July 6, 2015. Staff has conducted a final inspection and found the work to comply with the plans, specifications and standards of the City of Rialto. Upon acceptance by the City Council, staff will file a Notice of Completion for recordation at the County Recorder’s office. A copy of the Notice of Completion to be submitted to the County is

included as Attachment 1 .

Table 1 summarizes the construction activities with Sequel Contractors, Inc. for the construction of the 2012/13 Annual Street Overlay Project, City Project No. 130807:

Sequel Contracto Contract	Description	Amount
Original Contract		$1,209,408.
Change Order 1	Final balancing of quantities; extra cos changeable message boards; extra co high/early concrete; and additional cos unforeseen work performed	$ 10,688.
Total Contract & change Orders		$1,220,096.

Table 1

Table 2 summarizes the final breakdown of the project costs:

2012/2013 ANNUAL STREET OVERLAY PROJECT	MEASURE FUND 201 (PROJECT 130807)	GAS TAX FUND 202 (PROJECT 130807)	GAS TAX FUND 202 (PROJECT 140803)	Budget as of 09/09/2014	Final/Actual	Amount Under/(Over) Budget
DESIGN		$ 175,000.00		$ 175,000.00	$ 205,206.00	$ (30,206.00
ENVIRONMENTAL				$ -	$ -	$ -
DESIGN ADMINISTRATION		$ 10,000.00		$ 10,000.00	$ 15,430.65	$ (5,430.65
CONSTRUCTION	$471,150.00	$ 434,610.00	$390,000.00	$1,295,760.00	$ 1,220,096.79	$ 75,663.21
OVERHEAD ALLOCATION	$ 28,850.00	$ 40,390.00		$ 69,240.00	$ 37,532.61	$ 31,707.39
CONSTRUCTION SUPPORT		$ 40,000.00	$ 10,000.00	$ 50,000.00	$ 47,567.04	$ 2,432.96
CONSTRUCTION ADMINISTRATION				$ -	$ 7,238.43	$ (7,238.43
CONSTRUCTION CONTINGENCY				$ -	$ -	$ -
Total Expenses	$500,000.00	$ 700,000.00	$400,000.00	$1,600,000.00	$ 1,533,071.52	$ 66,928.48

Table 2

The final total project cost was $1,533,071.52, which was under the allocated budget by $66,928.48.

ENVIRONMENTAL IMPACT:

This project is a Class 1 exemption pursuant to California Environmental Quality Act (CEQA) Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Staff has filed a Notice of Exemption for the project pursuant to CEQA; a copy is included as Attachment 2 .

GENERAL PLAN CONSISTENCY:

The City of Rialto has outlined key Goals and Objectives through which the City looks to minimize congestion on the local road network, create opportunities and incentives for people to avoid use of

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their cars for short trips and maintain a circulation system that supports local businesses' needs. These efforts will contribute to reductions in greenhouse gas emissions pursuant to State mandates.

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

LEGAL REVIEW:
The City Attorney has reviewed and approved this staff report and Notice of Completion.

FINANCIAL IMPACT:
Table 3 summarizes the sources of funding for the 2012/13 Annual Street Overlay Project, City Project No. 130807:

The Project was funded through the following source:

2012/13 Annual Street Overlay Project	Budget as of 09/09/2014	Final/Actual	Amount Under/(Over) Budget
MEASURE I Fund 201 (130807)	$ 500,000.00	$ 484,150.00	$ 15,850.00
GAS TAX PROP42 Fund 202 (130807)	$ 700,000.00	$ 740,973.51	$ (40,973.51)
GAS TAX PROP42 Fund 202 (140803)	$ 400,000.00	$ 307,948.01	$ 92,051.99
Total	$ 1,600,000.00	$ 1,533,071.52	$ 66,928.48

Table 3

The City is holding retention of $61,004.84 for Sequel Contractors, Inc. pending acceptance of the improvements for maintenance and filing of the Notice of Completion with the County Recorder's office. The Finance Department will add the new improvements to the City's fixed asset system in compliance with Governmental Accounting Standard Board (GASB) 34 *Standards for Financial Reporting of Infrastructure Assets* as Attachment 3 .

RECOMMENDATION:
Staff recommends that the City Council:

- Accept the 2012/13 Annual Street Overlay Project, City Project No. 130807.
- Authorize the Public Works Director/City Engineer to file the Notice of Completion at the County Recorder's Office.
- Authorize the release of retention to Sequel Contractors, Inc., 35 days after the filing, provided that no claims are submitted.

RECORDING REQUESTED BY:

Moises Peralta

AND WHEN RECORDED MAIL DOCUMENT TO:

City of Rialto – Public Works Department
Engineering Division
335 W. Rialto Avenue
Rialto, California
92376

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

(CA Civil Code §§ 8180-8190, 8100-8118, 9200-9208)

NO FEE – GOVERNMENT EXEMPT PER GOVERNMENT CODE SECTION 6103 AND 27383

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: Fee (e.g. fee, leasehold, joint tenancy, etc.)
2. The full name and address of the undersigned owner or reputed owner and of all co-owners or reputed co-owners are:

Name	Street and No.	City	State
City of Rialto	150 South Palm Avenue	Rialto	California

3. The name and address of the direct contractor for the work of improvement as a whole is:

Sequel Contractors, Inc.	13546 Imperial Highway	Sante Fe Springs	California

4. This notice is given for (check one):

   ☒ Completion of the work of improvement as a whole.
   ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186).

5. If this notice is given only of completion of a contract for a particular portion of the work of improvement (as provided in CA Civ. Code § 8186), the name and address of the direct contractor under that contract is:

N/A	N/A	N/A	N/A

6. The name and address of the construction lender, if any, is:

N/A	N/A	N/A	N/A

7. On the 6th day of July, 2015, there was completed upon the herein described property a work of improvement as a whole (or a particular portion of the work of improvement as provided in CA Civ. Code § 8186) a general description of the work provided:

   2012/13 Annual Street Overlay Project (Project No. 130807): Riverside Avenue Roadway Improvements.

8. The real property herein referred to is situated in the City of Rialto, County of San Bernardino, State of California, and is described as follows:

   2012/13 Annual Street Overlay Project (Project No. 130807): Riverside Avenue Roadway Improvements (Foothill Boulevard to 760 feet south of Rialto Avenue.

9. The street address of said property is:

   Riverside Avenue (Foothill Boulevard to 760 feet south of Rialto Avenue).

10. If this Notice of Completion is signed by the owner's successor in interest the name and address of the successor's transferor is:

(Name) (Address) (City) (State)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ By: _____

Signature of Owner of Owner's Authorized Agent

_____

Name & Title

VERIFICATION

I, Robert G. Eisenbeisz, state: I am the Authorized Agent ("Owner", "President", "Authorized Agent", "Partner", etc.) of the Owner identified in the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ (Date), at Rialto (City), California (State).

_____

Signature of Owner or Owner's Authorized Agent

PROOF OF SERVICE DECLARATION

I, _____ declare that I served copies of the above NOTICE OF COMPLETION, (check appropriate box):

a. ☒ By personally delivering copies to San Bernardino County Recorder's Office (name(s) and title(s) of person served) at 222 W. Hospitality Lane, First Floor, San Bernardino, CA 92415-0022 (address), on _____ (date), at _____ (time).

b. ☐ By Registered or Certified Mail, Express Mail or Overnight Delivery by an express service carrier, addressed to each of the parties at the address shown above on _____ (date).

c. ☐ By leaving the notice and mailing a copy in the manner provided in § 415.20 of the California Code of Civil Procedure for Service of Summons and Complaint in a Civil Action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____ (Date), at Rialto, California.

_____

(Signature of Person Making Service)

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

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

On _____ (date), before me,

_____,
Notary Public (name and title of officer) personally appeared

Robert G. Eisenbeisz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal.

_____
Signature

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: San Bernardino
385 N. Arrowhead Ave.
San Bernardino, CA 92415

From: (Public Agency): City of Rialto
Public Works Department
335 W. Rialto Ave., Rialto, CA 92376
(Address)

Project Title: 12/13 Annual Street Overlay Project, 130807

Project Applicant: City of Rialto

Project Location - Specific:
Riverside Ave between the Metrolink Railroad track and Foothill Blvd. & Slover Ave between Cactus Ave and Riverside Ave

Project Location - City: Rialto Project Location - County: San Bernardino

Description of Nature, Purpose and Beneficiaries of Project:
Rehabilitate street pavement of various streets throughout the City of Rialto.

Name of Public Agency Approving Project: City of Rialto

Name of Person or Agency Carrying Out Project: Marcus L. Fuller, Public Works Director/City Engineer

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301, Class 1 - Existing Facilities
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The Project involves repair to existing street improvements, and is considered a Class 1 exemption pursuant to Section 15301 "Existing Facilities", which consists of the repair, maintenance and minor alteration of existing public structures or facilities.

Lead Agency Contact Person: Marcus L. Fuller, PE, PLS Area Code/Telephone/Extension: 909-421-7279

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: PW Director/City Engineer

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Infrastructure

ITEMS TO BE CAPITALIZED PER GASB 34: ADDITIONS/RECONSTRUCTION/BETTERMENTS ONLY

COUNCIL APPROVED
NOTICE OF COMPLETION
STAFF REPORT DATE 10/13/2015

BUDGET $ 1,600,000.00

PROJECT NAME 2012/13 Annual Street Overlay Project

TOTAL PROJECT COST TO BE CAPITALIZED $ 11,400.00

PROJECT # (IF APPLICABLE) 130807

Project Costs/Location	Design Cost	Project/Construction Management	Construction	Total Project Cost
Riverside Ave (Metrolink to Foothill Blvd)	$ 220,636.65	$ 94,099.61	$ 1,220,096.79	$ 1,534,833.05
				$ -
				$ -
TOTAL PROJECT COST	**$ 220,636.65**	**$ 94,099.61**	**$ 1,220,096.79**	**$ 1,534,833.05**
Measure I (130807)			201-500-4310-3001-130807	$ 500,000.00
Gas Tax (130807)			202-500-4317-3001-130807	$ 700,000.00
Measure I (140803)			201-500-4310-3001-140803	$ 10,000.00
Gas Tax (140803)			223-500-4421-3001-140803	$ 390,000.00
TOTAL PROJECT BUDGET				**$ 1,600,000.00**
UNDER/(OVER) BUDGET				**$ 65,166.95**

Fixed Assets Detail: (If there are multiple locations, please insert a row)

Category	# of Units	Location	Unit of Measurement	Amount $
AIRPORT RUNWAY				
BERMS				
TUNNELS				
BIKE/JOGGING PATH				
RAMP (Replace)	4	NE, SE, NW, SW Corner of 2nd Street and Riverside Avenue	Each	$ 11,400.00
CROSS GUTTER (Replace)				
CURB & GUTTER (Replace)				
DRIVE APPROACH (Replace)				
SPANDREL (Replace)				
AC PAVEMENT (NEW)				
MOBILIZATION				
TRAFFIC CONTROL & SAFETY				
CROSS GUTTER (NEW)				$ -
CURB & GUTTER (NEW)				$ -
DRIVE APPROACH (NEW)				$ -
RAMP (NEW)				$ -
SIDEWALK (NEW)				$ -
RIBBON-GUTTER (NEW)				$ -
BUS PAD (NEW)				$ -
DOMES (NEW)				
STORM DRAINS				
STREET LIGHTS				
TRAFFIC SIGNAL				
OTHERS - PLEASE SPECIFY				
WALLS, FENCES AND MAILBOXES				
LANDSCAPING AND IRRIGATION				
WATER METER ADJUSTMENTS				
BASE				
CLEARING, GRUBBING & GRADING				
STREET NAME SIGNS				
SIGNING AND STRIPING				
				$ 11,400.00

For projects spent by the City (not donated)

Legislation Details (With Text)

File #:	15-716	Version:	1	Name:	D.12
Type:	Resolution			Status:	Agenda Ready
File created:	9/27/2015			In control:	City Council/Housing Authority
On agenda:	10/13/2015			Final action:	
Title:	Request Rialto Housing Authority Board to Adopt Resolution No. 06-15 Approving the Fiscal Year 2013/14 Housing Successor Agency's Housing Activity Report pursuant to Health and Safety Code Section 34176.1(f).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - FY14 Housing Successor Annual Report. Exhibit B - Resolution - Annual Housing Successor Report				

Date	Ver.	Action By	Action	Result

For Rialto Housing Authority Meeting [October 13, 2015]

TO: Honorable Authority Chair and Board Members

APPROVAL: Michael Story, City Administrator/Executive Director

FROM: Robb Steel, Assistant City Administrator/Development Services Director

Request Rialto Housing Authority Board to Adopt Resolution No. 06-15 Approving the Fiscal Year 2013/14 Housing Successor Agency's Housing Activity Report pursuant to Health and Safety Code Section 34176.1(f).

BACKGROUND:
On January 24, 2012, the Rialto Housing Authority Board accepted the role of housing successor for the former Redevelopment Agency's (RDA) low and moderate income housing assets.

On September 11, 2013, the California Department of Finance approved the Housing Assets Transfer Form and allowed the transfer of housing assets of the former RDA to the Rialto Housing Authority (Housing Successor).

California Health and Safety Code Section 34176.1(f) requires housing successors to submit an annual housing report to the housing successor's governing board and post the report online, beginning with housing successor activity for fiscal year 2013-14. The report requires the following information:

1) Amount deposited in the fiscal year into the housing successor's Low-Moderate Income Housing Asset Fund (LMIHAF).

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2) Fiscal year ending balance of LMIHAF.

3) Description of expenditures in the fiscal year from LMIHAF.

4) Statutory value of assets owned by the housing successor.

5) Description of transfers in the fiscal year from the housing successor to another housing successor for the development of transit or for supportive, special needs, or agricultural employees housing.

6) Project descriptions for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule (ROPS) and the status of that project.

7) Status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to and on or after February 1, 2012.

8) Description of outstanding obligations related to inclusionary and replacement housing.

9) Information on description of expenditures by income restriction for a five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met.

10) Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted.

11) The amount of excess surplus in the LMIHAF and the length of time that the housing successor has had excess surplus.

12) Inventory of homeownership units assisted.

ANALYSIS/DISCUSSION:

Staff prepared the Housing Successor's Annual Housing Report for fiscal year 2013-14 (Exhibit A). The Annual Housing Report summarizes as follows:

- ✓ The Housing Successor deposited a total of $244,588 into the LMIHAF during the fiscal year. Of this amount, $168,430 derived from non-housing bond related income and $76,158 derived from interest on the Housing Bond Proceeds.

- ✓ At the close of the fiscal year, the ending fund balance in the LMIHAF included $42,745,142 as loans receivable, $8,517,797 as housing bond proceeds, $389,880 as cash and $805,619 as non-spendable grant cash - total fund balance is $52,458,438.

- ✓ During the fiscal year, $38,644 was expended from the LMIHAF.

- ✓ The Housing Successor complies with requirement to dispose of all real property assets within the 5-year year period beginning on September 11, 2012, and ending on September 11, 2017. The Housing Successor owns nine (9) parcels designated for housing or other purposes.

- ✓ The Housing Successor Agency has a replacement housing obligation of seven (7) units scheduled for satisfaction with the Bonnie View Project. The Housing Successor Agency does not have an inclusionary housing obligation.

- ✓ In a 10-year period from January 1, 2004 to December 31, 2013, the ratio of new senior restricted rental units compared to total new restricted rental units is 47.80%. Since the ratio is below the 50%, the Housing Successor may develop affordable senior-restricted units.

- ✓ The LMIHAF does not have an excess surplus.

- ✓ The Successor Agency manages one homeownership assisted unit.

ENVIRONMENTAL IMPACT:
The action is exempt from California Environmental Quality (CEQA) pursuant to Section 15378(b) (5) of the CEQA Guidelines because the action is a governmental administrative activity that will not result in director or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
Filing the Annual Housing Report is consistent with Goal 6-2 of the Housing Element of the Rialto General Plan:

> 6-2: Promote and encourage housing development that adequately meets the needs of all socioeconomic segments of the community and region.

The activities of the Housing Authority implement the goals of the Housing Element of the General Plan by providing decent, safe and sanitary housing for all income segments of the community. The activities are also consistent with the Agency's Redevelopment Implementation Plan by improving the supply of affordable housing.

LEGAL REVIEW:
Authority Counsel has reviewed and approved the staff report.

FINANCIAL IMPACT:
The Annual Housing Report has no financial impact to the Authority.

RECOMMENDATION:
Staff recommends that the Rialto Housing Authority Board Approve a Resolution (Exhibit B) adopting the Housing Successor's Annual Report for Fiscal Year 2013-14 pursuant to Health and Safety Code Section 34176.1(f).

RIALTO HOUSING AUTHORITY

HOUSING SUCCESSOR ANNUAL REPORT FOR FISCAL YEAR 2013-14

PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)

This Housing Successor Annual Report ("Report") regarding the Low and Moderate Income Housing Asset Fund ("LMIHAF") has been prepared pursuant to California Health and Safety Code Section 34176.1(f). The report sets forth certain details of the Rialto Housing Authority ("Housing Successor") activities during **Fiscal Year 2013-14**.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

The information in the Report is contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund for **Fiscal Year 2013-14** as prepared by White Nelson Diehl Evans LLP. The audit is separate from this annual summary Report.

The Report is organized into the following sections pursuant to HSC Section 34176.1(f), as follows:

1. **Amount Deposited into LMIHAF:** Total amount of funds deposited into the LMIHAF during the Fiscal Year; not including amounts deposited for items listed on the Recognized Obligation Payment Schedule ("ROPS").

2. **Ending Balance of LMIHF:** Statement of the balance in LMIHAF as of the close of the Fiscal year; not including amounts deposited for items listed on the ROPS.

3. **Description of Expenditures from LMIHAF:** Description of the expenditures made from the LMIHAF during the Fiscal Year and listed in three categories as follows: i) for monitoring and preserving the affordability restriction or covenants entered into by the former Redevelopment Agency or the Housing Successor and administering the Successor Agency activities; ii) for homeless prevention and rapid rehousing services; or, iii) for the development of housing.

4. **Statutory Value of Assets Owned by Housing Successor:** Statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

5. **Description of Transfers:** Transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of the projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

6. **Project Descriptions:** Describe any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

7. **Status of Compliance with Section 33334.16:** Update on compliance with Section 33334.16 for interests in real property acquired by the former Redevelopment Agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided.

8. **Description of Outstanding Obligations under Section 33413:** Outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remain outstanding prior to the dissolution of the former Redevelopment Agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former Redevelopment Agency and how the Housing Successor's plans to meet unmet obligations, if any.

9. **Income Test:** Information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for a five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.

10. **Senior Housing Test:** Percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former Redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period.

11. **Excess Surplus Test:** Provide the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

12. **Inventory of Homeownership Units Assistance:** Inventory of homeownership units assisted by the former Redevelopment Agency or Housing Successor that are subject to covenants or restrictions. The inventory shall include information on: (i) number of units; (ii) number of units lost in the portfolio after February 1, 2012 and the reason for the loss; (iii) any fund returned to the Housing Successor Agency; and, iv) whether the Successor Agency has contracted with an outside entity to manage the units, and if so, the name of the entity.

This Report is available on the City's website at www.rialtoca.gov/development.

RIALTO HOUSING AUTHORITY
HOUSING SUCCESSOR ACTIVITY FOR FISCAL YEAR 2013-14

On September 11, 2013, the California Department of Finance approved the Housing Assets Transfer Form and allowed the transfer of housing assets to the Housing Successor.

The Housing Successor's LMIHAF includes balances from the 2008 Series B Housing Bond and bond excess proceeds as disclosed in the Low and Moderate Income Housing Fund Due Diligence Review and approved by the California Department of Finance on December 28, 2012 and in the Other Funds and Accounts Due Diligence Review approved by the California Department of Finance on May 5, 2013 ("Housing Bond Proceeds").

1. AMOUNT DEPOSITED INTO LMIHAF

A total of **$244,588** was deposited into the LMIHAF during the Fiscal Year. Of this amount, **$168,430** deposited related to the non-housing bond income and **$76,158** deposited related to the Housing Bond Proceeds interest. Of the total funds deposited into the LMIHAF, no funds were held for items listed on the ROPS.

Source: FY14 Fund 236 Revenue Detail Report.

2. ENDING BALANCE OF LMIHAF

At the close of the Fiscal Year, the ending balance in the LMIHAF was **$52,458,438** as follows, with no funds held for items listed on the ROPS:

Housing Successor FY Ending Balance

Non-spendable - Loan Receivable from Non-Residual Payments:	$ 1,832,823 (a)
Non-Spendable - Loan Receivable from Residual Payments:	$ 40,912,319 (a)
Housing Bond Proceeds:	$ 8,517,797 (b)
Non-Housing Bond Spendable:	$ 389,880 (b)
Non-Spendable - Grant Funds(c)	$ 805,619 (b)
Total(d)	**$ 52,458,438**

(a) Information obtained from Annual Financial Audit Report and reconciled in the Loan Receivable Balance Table. Relates to rehabilitation loans. A portion of the balance relates to CalHome funds, which is not an asset of the Successor Agency.

(b) Information obtained from Annual Financial Audit Report and reconciled in the staff Housing Successor Cash Balance Report.

(c) These funds relate to funds held in the Low-Moderate Income Housing Fund of the former Redevelopment Agency. In the May 5, 2013 Other Fund Due Diligence Review letter, the California Department of Finance designated the funds as restricted grants that require an authorized Recognized Obligation Payment Schedule to expend the funds.

(d) Staff mistakenly transferred $921,450 from the Housing Successor LMIHAF to the Successor Agency fund. Staff in Fiscal Year 2015 is to correct the transfer. The total balance includes $921,450.

The non-spendable loan receivable from residual balance for the Fiscal Year is as follows:

Non-Spendable - FY Loan Receivable From Residual Payment Balance

Project Name	Original Loan Amount	Other Fund Source	LMHF(b) Amount Assisted	LMHF % Assisted	Interest Amount	Current Total Amount 6/30/2014(c)	Current LMHF Amount 6/30/2014
Citrus Grove - Phase 1	$ 14,054,480		$ 14,054,480	100%	3% Interest	$ 17,514,402	$ 17,514,402
Citrus Grove - Phase 2	$ 8,626,713		$ 8,626,713	100%	0% Interest	$ 8,626,713	$ 8,626,713
Telacu #1 (La Paz)	$ 751,408	$ -	$ 751,408	100%	0% Interest	$ 751,408	$ 751,408
Telacu #2 (Tierra Serrano)	$ 1,824,155		$ 1,824,155	100%	0% Interest	$ 1,824,155	$ 1,824,155
Telacu #3 (Rio Alto)	$ 3,805,000		$ 3,805,000	100%	0% Interest	$ 3,596,788	$ 3,596,788
Park Place 32 Phase 1	$ 7,385,974		$ 7,385,974	100%	3% Interest	$ 7,958,387	$ 7,958,387
Park Place 8 Phase 2(a)	$ 1,959,400	$ (1,365,000)	$ 594,400	30%	3% Interest	$ 2,111,254	$ 640,466
Total	**$ 38,407,130**	**$ (1,365,000)**	**$ 37,042,130**			**$ 42,383,107**	**$ 40,912,319**

(a) Funding consist of RDA Low-Mod Housing and Neighborhood Stabilization Program funds

(b)LMHF is former Redevelopment Agency's Low-Moderate Income Housing Fund Source

(c) Based on Fiscal Year Financial Audit

3. DESCRIPTION OF EXPENDITURES FROM LMIHAF

The following is a description of expenditures interest from the LMIHAF by category:

Description of Expenditures from LMIHAF(a)

Monitoring and Administrative Expenditure(a):			$ 38,644
Homeless Prevention and Rapid Rehousing Services:			$ -
Housing Development Expenditures:			$ -
Low-Mod Income Units:	$	-	
Very-Low Income Units:	$	-	
Extremely-Low Income Units:	$	-	
Total Expenditure From LMIHAF:			**$ 38,644**

(a) Source from FY Fund 236 Expenditure Detail Report

(b) Section 34176.1(a)(1) permits a housing successor to expend 2% of the statutory value of real property owned by the housing successor and of loans and grants receivable for monitoring and preserving the long-term affordability of units subject to affordability restriction or covenants, administer homeless prevention program or administer affordable housing development. If this amount is less than $200,000 for any given fiscal year, the housing successor may $200,000 for administrative costs.

4. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34146(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor:

Value of Housing Successor Assets

Statutory Value of Real Property Owned by Housing Successor:	$ 1,235,427	(a)
Value of Loans and Grants Receivable:	$ 42,745,142	(b)
Total Value of Housing Successor Assets	**$ 43,980,569**	

(a) Information obtained from Finance Department's "Schedule of Land Held For Resale".

(b) Information obtain from Annual Financial Audit Report.

5. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

6. PROJECT DESCRIPTIONS

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS. However, ROPS 13-14B authorizes the Housing Successor to expend $1.3 million related to HELP Loan (#1) related to the Citrus Grove Phase 1 project. The fund source is Housing Bond Proceeds, which is included in the LMIHAF total ending balance, as listed above in #2.

7. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the California Department of Finance approved the property as a housing asset in the LMIHAF. As to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date that DOF approved such property as a housing asset. On September 11, 2012, the California Department of Finance approved the housing transfer.

The Housing Successor owns the following parcels as transferred by the former redevelopment agency:

- 144 South Orange Avenue
- 146 South Orange Avenue
- 200 South Orange Avenue
- 206 South Orange Avenue
- 428 East Walnut Avenue
- 140 South Olive Avenue
- 110 East Rialto Avenue

- 144 South Olive Avenue
- SWC of Foothill Boulevard and Cactus Avenue

8. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: According to the 2010-2014 Implementation Plan for the former redevelopment agency, a Section 33413(a) replacement housing obligations exists for the Housing Successor. The Implementation Plan on Page 56 identifies seven (7) units for replacement. The units were to be replaced by the KDF Senior Housing Project; however, this project was not developed. Currently the Housing Successor plans in either CY 2017 or 2018 to develop a of 78-unit family project on Bonnie Brae Drive and will include the seven (7) units as replacements. The former Redevelopment Agency's Implementation Plans are posted on the City's website www.rialtoca.com/development.

Inclusionary/Production Housing. According to the 2010-2014 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former Redevelopment Agency's Implementation Plans are posted on the City's website www.rialtoca.com/development.

9. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of AMI until the Housing Successor demonstrates compliance with this requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

10. SENIOR HOUSING TEST

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former Redevelopment Agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former Redevelopment Agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10 year period of January 1, 2004 to December 31, 2013, which indicates **47.80%** of senior projects compared to the total units of deed-restricted rental housing:

Deed Restricted Housing Assisted by the Former RDA/Housing Successor/City					
Project Name	**Housing Type**	**Construction Type**	**Year Built**	**Total Units**	**Very Low Income**
Telacu #1 (La Paz)	Senior	Construction	2006	69	69
Citrus Grove - Phase 1	Family	Sub Rehab	2007	150	107
Citrus Grove - Phase 2	Family	Sub Rehab	2010	41	17
Telacu #2 (Tierra Serrano)	Senior	Construction	2011	74	74
Telacu #3* (Rio Alto)	Senior	Construction	2012	74	74
Park Place 8-Unit Phase 2	Family	Sub Rehab	2012	8	8
Park Place 32-Unit Phase 1	Family	Sub Rehab	2012	30	11
Park Place 8-Unit Phase 3	Family	Sub Rehab	2014	8	8
Total:				454	
Total Senior				217	
% Difference of Senior				**47.80%**	

11. EXCESS SURPLUS TEST

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater. The LMIHAF does not have an Excess Surplus **(see attached worksheet).**

12. INVENTORY OF HOMEOWNERSHIP UNITS ASSISTANCE

The former redevelopment agency executed one homeownership assistance project. The following is information of the homeownership assistance project:

1) Number of homeownership assistance units:	1
2) Number of lost homeownership assistance units:	0
3) Returned funds in Fiscal Year from homeownership assistance units:*	$2,973.57
4) Who monitors the homeownership assistance units:	Housing Successor

*Amount is principal balance paid during fiscal year. Payment schedule is the source of information.

EXHIBIT A

Rialto Housing Successor (Rialto Housing Authority)

Computation of Housing Successor Excess/Surplus (HSC 34176.1)

		Low and Moderate Housing Funds June 30, 3014
Opening Fund Balance:		$ 52,458,438
Less Unavailable Amounts:		
Loans receivable	$ (42,745,142)	
Housing Bond Proceeds	$ (8,517,797)	
Grant	$ (805,619)	
Total - Unavailable Amounts:		$ (52,068,558)
Available Housing Successor Funds		**$ 389,880**
Limitation (greater of $1,000,000 or four years deposits)		
Aggregate amount deposited for last four years:		
2015-2016	$ -	
2014-2015	$ -	
2013-2014	$ 168,430	
2012-2013	$ 370,550	
Total	**$ 538,980**	
Base Limitation	$ 1,000,000	
Greater amount		**$ 1,000,000**
Computed Excess/Surplus		**None**

RHA RESOLUTION NO._____

A RESOLUTION OF THE RIALTO HOUSING AUTHORITY APPROVING THE HOUSING SUCCESSOR ANNUAL HOUSING REPORT PURSUANT TO HEALTH AND SAFETY CODE SECTION 34176.1(f).

WHEREAS, On January 24, 2012, the Rialto Housing Authority Board approved to assume as housing successor for the former Redevelopment Agency's low and moderate-income housing assets; and

WHEREAS, On September 11, 2013, the California Department of Finance approved the Housing Assets Transfer Form and allowed the transfer of housing assets of the former RDA to the Rialto Housing Authority ("Housing Successor"); and

WHEREAS, California Health and Safety Code Section 34176.1(f) requires housing successors to submit an annual housing report to the housing successor's board and post the report online, beginning with housing successor activity for Fiscal Year 2013-14; and

WHEREAS, staff prepared the Housing Successor's annual housing report.

NOW, THEREFORE, the Rialto Housing Authority does hereby find, determine, and resolve as follows:

Section 1. Pursuant to the requirements of Section 34176.1(f) of the Health and Safety Code, the Housing Authority hereby approves the Housing Successor's annual report attached hereto as Exhibit A for Fiscal Year 2013/14.

///

PASSED APPROVED AND ADOPTED this _____ day of _____, 2015

_____
DEBORAH ROBERTSON, Authority Chair

ATTEST:

_____
BARBARA McGEE, Authority Secretary

APPROVED AS TO FORM:

_____
FRED GALLANTE, Authority Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, Secretary to the Rialto Housing Authority, do hereby certify that the foregoing RHA Resolution No.____ was duly passed and adopted at a _____meeting of the Rialto Housing Authority held on the ____ day of _____, 2015.

Upon motion of Agency Board Member _____, seconded by Agency Board Member _____, the foregoing RHA Resolution No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____
BARBARA MCGEE, AUTHORITY SECRETARY

EXHIBIT A

Legislation Details (With Text)

File #:	15-737	Version:	1	Name:	
Type:	Agenda Item			Status:	Agenda Ready
File created:	10/7/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve an Exclusive Right to Negotiate Agreement with Fernando Acosta for the Development of Approximately 8 Acres of Property Located at the Northeast Corner of Ayala Drive and Renaissance Parkway.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation for Acosta ERN Exhibit A Site Map Exhibit B ERN - Acosta NEC Easton-Ayala				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Approve an Exclusive Right to Negotiate Agreement with Fernando Acosta for the Development of Approximately 8 Acres of Property Located at the Northeast Corner of Ayala Drive and Renaissance Parkway.

BACKGROUND:

The Successor Agency owns approximately 3 acres of land immediately north of Renaissance Parkway/Easton Avenue easterly of Ayala Drive (Parcel A). The former Redevelopment Agency acquired these surplus properties from Caltrans in 2008. The City of Rialto also maintains a well site on a portion of the larger parcel between the 210 Freeway, Ayala Drive, Easton Street, and the Cactus Flood Channel.

The San Bernardino County Flood Control District owns (or will own) approximately 5 acres of land immediately adjacent to Parcel A (the County property is Parcel B). The City of Rialto maintains a roadway easement through a portion of Parcel B, which was granted by the County of San Bernardino in 2015. Caltrans filed an eminent domain action against the County of San Bernardino to acquire the right-of-way for the 210 Freeway. Parcel B does not currently exist as shown on Exhibit A, but Caltrans and the County have negotiated settlement terms that will soon establish the boundaries of Caltran's taking and creating a parcel (or series of parcels) similar to Parcel B.

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The 8 acre consolidated parcel has excellent visibility on the 210 Freeway, access to/from the 210 Freeway, and is proximate to the future Renaissance Town Center retail development. The Site and its component parcels are illustrated in Exhibit A .

The Successor Agency's Long Range Property Management Plan (LRPMP) designates Parcel A "to be sold for the benefit of taxing entities." The optimal outcome for the City and all taxing entities is to combine Parcel A with Parcel B for comprehensive development of a commercial center, including retail, restaurant, and possibly hotel uses.

Section 7.04 of the Second Amended and Restated Contract of Sale by and between the City of Rialto and Lewis-Hillwood Rialto LLC (LHR) granted LHR an exclusive right to negotiate for all properties owned by the City within the Renaissance Specific Plan area. On October 1, 2015 LHR executed a release of its rights (if any) in this Site for a period of 6 months until April 1, 2016 to allow the City to enter into a development agreement related to the Site.

The Site is designated as Freeway Incubator in the approved and proposed Renaissance Specific Plan which permits a variety of retail and restaurant uses either as a permitted or conditional use.

ANALYSIS/DISCUSSION:
The City meets regularly with developers, brokers, retail, restaurant, and hotel uses that have expressed interest in the Site. Fernando Acosta requested an Exclusive Right to Negotiate Agreement from the City to market and eventually develop the Site for the highest and best uses established by the City. Fernando Acosta (Developer) has developed or facilitated development of several projects in Rialto, including the Farmer's Boy's center at Baseline Road and Cedar Avenue, and the Easton Retail Center occupied by In-N-Out Burger and other food uses. He also worked for many years with Gary Kanter Retail, which was a prominent Southern California shopping center developer.

An Exclusive Right to Negotiate (ERN) Agreement confers no development rights, but is simply a good faith statement of the party's intention to negotiate a development agreement on terms acceptable to both parties. The ERN will automatically terminate on April 1, 2016 if the parties have not completed a disposition and development agreement (DDA) for consideration by the City Council. The City's acquisition of some or all of the Site may occur after April 1, 2016, and the DDA will address acquisition and conveyance. If, for some reason, a DDA cannot be completed prior to April 1, 2016 then the City Council may consider an extension subject to a concurrent extension by LHR of the waiver of ERN rights.

During the negotiation period, the primary tasks for the City and Developer are:

City/SA

1. Complete title work and ALTA surveys to determine the location of all easements and encroachments upon the Site.

2. Negotiate terms for the acquisition of Parcel B from the County of San Bernardino. This may require an appraisal of Parcel B by the City to facilitate price negotiations with the County.

3. Complete appraisal for Parcel A and prepare purchase and sale agreement for approval by the Successor Agency, Oversight Board, and Department of Finance.

Developer

1. Prepare site plans, land use entitlement applications, and preliminary engineering assessments to determine the economic feasibility of development.

2. Submit for preliminary development review to establish expected conditions of approval.

3. Market the Site to potential users approved by the City.

4. Participate in negotiations related to the acquisition of County and SA properties.

The ERN grants limited site control to the Developer pending negotiation of a DDA and allows marketing to potential tenants with an understanding that the City will only negotiate with the Developer. The Developer may negotiate Letters of Intent or Purchase and Sale Agreements, all of course subject to final approval of a DDA and acquisition of the Site.

ENVIRONMENTAL IMPACT:
The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
The proposed action fulfills the following General Plan Goals and Policies related to Economic Development:

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Policy 3-1.2: Encourage a variety of businesses to locate in Rialto, including retail, high technology, professional services, clean industries, logistics-based businesses, and restaurants/entertainment uses to promote the development of a diversified local economy.

Policy 3-1.4: Encourage the consolidation of smaller lots of industrial and commercial areas to attract larger industrial businesses or commercial projects.

Policy 3-1:6: Attract regional commercial uses along the SR-210 Freeway and I-10 Freeways, particularly at on- and off-ramps, by providing incentives such as fast track review of projects and fee credits.

The proposed project encourages retail, restaurant and entertainment uses to locate in Rialto, while consolidating disjointed lots into a suitable development parcel, and attracting regional commercial uses to the 210 Freeway corridor.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report and Exclusive Right to Negotiate Agreement.

FINANCIAL IMPACT:

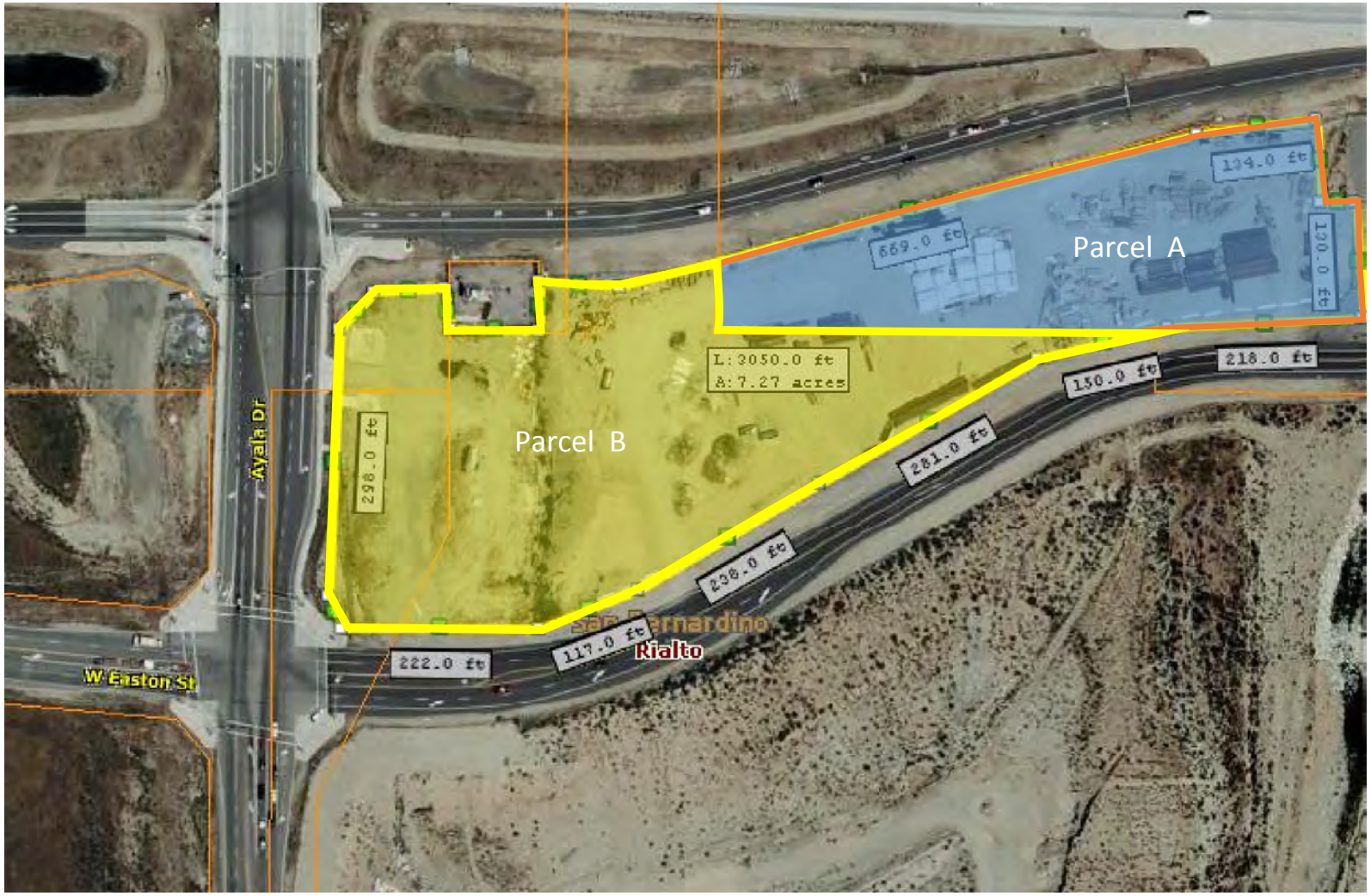
The City's expenses during the Exclusive Negotiation Period are expected to be less than $15,000 for title work, civil engineering services, appraisals, and possibly real estate financial advisory services. Funds are available and budgeted in Account No. 010-500-4255-2011 (Contract Services).

RECOMMENDATION:

Staff recommends that the City Council approve the Exclusive Negotiation Agreement (Exhibit B) by and between the City of Rialto and Fernando Acosta.

Site Location

CITY OF RIALTO
Entering a Second Century of Progress



15-737 - EXHIBIT A SITE MAP

EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

between

THE CITY OF RIALTO
a municipal corporation

and

Fernando Acosta

[Dated as of October 13, 2015 for reference purposes only]

1. PARTIES AND EFFECTIVE DATE.

1.1 Parties. This Exclusive Right to Negotiate Agreement ("Agreement") is made this 13th day of October 2015, by and between the City of Rialto, a municipal corporation, ("City"), and Fernando Acosta RE Inc. and/or its approved assignee, ("Developer"). For purposes of this Agreement, City's principal address is 150 South Palm Avenue, Rialto, California, 92376. Developer's principal address is 1130 North Yucca Avenue, Rialto CA 92376. City and Developer are sometimes referred to individually as "Party" and collectively as "Parties" throughout this Agreement.

1.2 Effective Date. This Agreement shall become effective on the date when it has been approved by City's governing board and executed by the authorized representatives of City and Developer ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue thereafter until terminated pursuant to Section 3.5 below.

2. RECITALS.

2.1 The City is a municipal corporation exercising powers and organized and existing under the California Constitution.

2.3 The Rialto Successor Agency ("RSA") owns approximately 3 acres of land located on the northeast corner of Ayala Drive and Easton Avenue ("Parcel A"). The land is designated for disposition "for the benefit of taxing entities" in the RSA's Long Range Property Management Plan approved by the State of California Department of Finance.

2.4 The County of San Bernardino owns (or will eventually own) approximately 5 acres of land located on the northeast corner of Ayala Drive and Easton Avenue ("Parcel B"). The County and Caltrans are concluding an eminent domain proceeding that is expected to vest title to Parcel B with the County of San Bernardino.

2.5 The Site consisting of Parcel A and Parcel B is illustrated in Exhibit A attached hereto and incorporated herein by reference. Whenever reference is made to "Site", it shall be interpreted to mean some or all of the area illustrated in Exhibit A.

2.6 Developer expressed an interest in developing the Site and City desires to encourage comprehensive planning and development of various commercial uses on the Site that are beneficial to the City of Rialto.

2.7 Subject to the terms of this Agreement, City and Developer desire to enter into a period of exclusive negotiation concerning the acquisition of the Site (by the City and or Developer) for the subsequent resale to the Developer for development in accordance with the Renaissance Specific Plan. City and Developer agree that the object of their negotiations is the preparation of a Disposition and Development Agreement or similar agreement (hereinafter "DDA") which would provide for, among other things, the development of the Site into retail, restaurants, hotel or other commercially viable uses as more particularly described in Exhibit B attached hereto.

2.8 Developer represents and warrants to City that the Developer has expertise to acquire the Site and to develop the Project as generally described in this Agreement.

3. TERMS.

3.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date, and shall continue thereafter until terminated pursuant to Section 3.5 below.

3.2 Good Faith Negotiations; Fulfillment of Disposition and Development Agreement Obligations. City and Developer agree, for the term of this Agreement, to negotiate diligently and in good faith the terms of a DDA for Developer's acquisition and development of the Site. During the term of this Agreement, City may not negotiate with any other person or entity for acquisition and development of the Site, except as hereinafter set forth. The term "negotiate" as used in this Section 3.2 shall preclude City from accepting proposals to acquire and develop the Site from the City by any persons or entities other than Developer.

Developer acknowledges that the City obtained a conditional release from Lewis-Hillwood Rialto LLC ("LHR") pursuant to the Second Amended and Restated Contract of Sale by and between the City of Rialto and Lewis-Hillwood Rialto LLC dated September 25, 2012.

LHR granted a waiver of its exclusive rights (if any) regarding the Site until April 1, 2016.

City shall not be precluded by anything in this Agreement from furnishing to other persons or entities unrelated to Developer information related to the Specific Plan for the Site. City may also furnish any information concerning the Project or the Site, with the exception of confidential personal or financial information of the Developer pursuant to Section 3.4.3, which it is required by law to furnish or which it would otherwise normally furnish to persons requesting information from the City concerning its activities, goals or matters of a similar nature.

3.3 Negotiation of a DDA; Obligations during the Negotiating Period. During the term of this Agreement, the Parties shall cooperate and work in good faith towards the goal of negotiating a mutually acceptable DDA concerning the disposition and development of the Site. The exact terms and conditions of the DDA, if any, shall be determined during the course of these negotiations. Nothing herein shall be deemed to be a representation by either City or Developer that a mutually acceptable DDA will be produced. Nothing herein shall be deemed to be a guarantee or representation that any proposed DDA which may be negotiated by City staff and Developer will be approved by the City Council. Developer acknowledges that City's approval of the DDA is subject to the appropriate public hearing, notices and factual findings required by law, including compliance with the California Environmental Quality Act ("CEQA") and other relevant legal provisions.

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake (a) any acquisition and disposition of land to the Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by the City, the City, or any City or department thereof. This Agreement does not constitute a disposition of property or exercise of control over property by the City and does not require a public hearing. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City as to any DDA and all proceedings and decisions in connection therewith.

3.4 Scope of Negotiations/Schedule of Performance. City and Developer acknowledge that the basic scope of negotiations and schedule of performance which shall

control the negotiation of the DDA is described in Exhibit B attached hereto.

3.4.1 Parties to DDA. City and Developer acknowledge and agree that the qualifications and identity of Developer are of particular concern to City, and it is because of such qualifications and identity that the City is negotiating a DDA with the Developer. For the purposes of this Agreement, the Developer shall be Fernando Acosta. No voluntary or involuntary successor-in-interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. The Developer may not assign or transfer all or any part of this Agreement without the prior written approval of City, which may be given or withheld in City's sole and absolute discretion.

3.4.2 Environmental Review, Analysis and Documentation. Any environmental review, analysis or documentation necessary to adequately assess the environmental effects of the proposed Project in accordance with CEQA, including the preparation of proposed mitigation measures for any such effects, shall be prepared at the direction of the City by persons or entities selected solely by the City, and City shall pay for all costs associated therewith using funds deposited by Developer.

3.4.3 Developer Financial Disclosures. The Developer acknowledges that it may be requested to make certain confidential financial disclosures to the City, its staff or legal counsel, as part of the financial due diligence investigations of the City relating to the potential disposition of the Site to the Developer. The parties recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Developer, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Developer and, correspondingly, diminish the value or fiscal benefit that may accrue to the City upon the disposition of the Site to the Developer, if terms for such disposition are mutually agreed upon. Accordingly, the City agrees to maintain the confidentiality of any business records described in Government Code Section 6254.15, as may be provided by the Developer to the City or its consultants, to the maximum extent permitted by law. The City shall not provide a copy of any business record protected from disclosure under Government Code Section 6254.15 to a third party, unless the Developer first consents to such disclosure in writing or, unless a court of competent jurisdiction compels disclosure.

3.4.4 Project Financing and Commitment. City does not intend to provide construction or development financing for the Project. Developer shall arrange for its own construction and development financing. During negotiations, Developer shall prepare such studies, reports and analysis as shall be necessary to permit Developer to determine the feasibility of acquisition and development of the Site. As part of the DDA negotiations, and prior to the termination of this Agreement, Developer shall demonstrate to City that Developer will have appropriate and adequate financing in place prior to the Site conveyance.

Developer shall disclose to City, in writing, any and all methods of financing the Project proposed by Developer including, but not limited to, the terms and conditions of any construction or permanent financing. Developer shall also submit to City any and all financing documents when available, including but not limited to, land acquisition financing documents, applicable to the Project. Developer shall also fully disclose to City all information necessary to show tenant availability and interest, the nature of the proposed tenants, and the financial strength and resources of the tenants.

3.4.5 Entitlements. Prior to the disposition of the Site to the Developer under the terms of a DDA, the Developer shall prepare and process all necessary development applications, including but not limited to a Conditional Development Permit(s), Precise Plan(s) of Design, an Initial Study or other environmental analysis to comply with CEQA, and any boundary surveys, soils tests and other studies necessary to receive approvals, entitlements, and permits to construct the Project in accordance with City development standards and requirements at Developer's sole expense.

3.4.6 Other Documents Related to Site. Notwithstanding any provision herein to the contrary, copies of any and all studies, reports, analyses or Site appraisals obtained by any Party hereunder shall promptly be submitted by the Party at whose direction they were prepared to the other Party and may thereafter be used by such Party for any purpose as if it were the Site of such other Party, on condition that such use does not violate any agreement with the applicable consultant or contractor.

3.5 Termination. This Agreement shall terminate upon the earliest to occur of the

following:

(i) On April 1, 2016 unless mutually extended by either party prior to April 1, 2016; or

(ii) At such time as a DDA, acceptable in form and content to both the City staff and Developer is approved by the City's governing board and the City Council of the City of Rialto; or

(iii) At any time, upon written notice to the other party by the party electing to terminate, upon the terminating party's good faith determination that further negotiations would be unproductive; or

(iv) At any time, upon written notice to the other party by the party electing to terminate, upon the terminating party's good faith determination that the other party has failed to negotiate in good faith in accordance with the terms of this Agreement or has otherwise materially breached any term of this Agreement; or

(v) The City terminates this Agreement pursuant to Section 3.6(b) because the City's eligible Third Party Costs exceed Ten Thousand Dollars ($10,000).

3.6 Good Faith Deposit. Concurrently with the execution of this Agreement, Developer shall submit to City a good faith deposit in the amount of Ten Thousand Dollars ($10,000) ("Good Faith Deposit") to insure that Developer will proceed diligently and in good faith to fulfill its obligations under this Agreement and as consideration for City to enter into this Agreement and forego negotiations with parties unrelated to Developer for the term hereof. The Good Faith Deposit shall be deposited in general City accounts and any interest earned shall not be added to the Good Faith Deposit, but may be retained and expended by City.

(a) The Good Faith Deposit shall be credited and applied by the City to various costs or expenses incurred during the negotiation of the DDA, including but not limited to legal costs incurred in drafting or reviewing the DDA and/or professional financial advisory or real estate services incurred in the review of the terms of the DDA (collectively,

"Third Party Costs"). Any portion of the Good Faith Deposit not expended by City on eligible Third Party Costs shall be returned to the Developer upon execution of the DDA or within thirty (30) days after termination of this Agreement.

(b) Developer acknowledges that the Good Faith Deposit paid herewith may not be adequate to fully reimburse the City for its Third Party Costs incurred in connection with the negotiation of the DDA. In the event the Third Party Costs exceed Ten Thousand Dollars ($10,000), the City may cease negotiations with Developer and terminate this Agreement pursuant to Section 3.5(v).

(c) The Developer's obligation to pay the Good Faith Deposit shall not be contingent on the hiring by City of any specific employees or consultants. The City reserves absolute discretion regarding the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City in connection with the Project. The City shall have the sole discretion to establish the amount of compensation paid to the employees and the amount of fees paid to the consultants or the consultants' firms that are hired by the City in connection with the Project.

(d) Notwithstanding the preceding conditions, in the event that the Developer does not breach this Agreement and has diligently performed all of his duties and obligation as required by this Agreement, but the City and Developer do not finalize their negotiations and enter into a DDA due to the City's failure to negotiate in good faith with Developer, then the Developer shall be entitled to a refund of the entire amount of its Good Faith Deposit within 30 days after the termination of this Agreement.

3.7 Limitation on Remedies for Breach and Release of Claims. City and Developer both acknowledge that they would not have entered into this Agreement if they were to be liable to the other for an unknown amount of monetary damages or other remedies. Accordingly, each Party acknowledges and agrees that its exclusive right and remedy upon the breach of this Agreement by the other Party is to terminate this Agreement, without cost, expense or liability to either Party.

Each Party acknowledges that it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

> "*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him would have materially affected his settlement with the debtor.*"

Civil Code Section 1542 notwithstanding, it is City's and Developer's intention to be bound by the limitation on damages and remedies set forth in this Section 3.7, and each Party hereby releases any and all claims against the other for monetary damages or other legal or equitable relief related to such breach, whether or not such released claims were known or unknown to the Parties as of their entry into this Agreement. City and Developer each hereby waive, but only as to the claims released under this Section 3.7, the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

3.8 Solicitation and Conflicts of Interest. Developer represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer or a licensed real estate broker, to solicit or secure this Agreement. Further, Developer warrants it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Developer or a licensed real estate broker, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the making of this Agreement. For any breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct or indirect interest in this Agreement or obtain any present or anticipated material benefit arising therefrom.

3.9 Disclosures and Cooperation. City and Developer shall generally cooperate with each other and supply such documents and information as may be reasonably requested by the other to facilitate the conduct of the negotiations. Without limiting the generality of the foregoing, City particularly reserves the right to obtain further information, data and commitments to ascertain the ability and capacity of Developer to acquire the Site and develop

the Project. Unless precluded by law, City shall keep confidential all proprietary information provided by Developer to City.

City shall prepare such public notices and schedule such public hearings, in accordance with applicable law, as may be necessary for the City's governing board and the City Council's consideration of any DDA which may be agreed upon between City staff and Developer. Developer expressly acknowledges and agrees that City will not be bound by any statement, promise or representation made by City staff during the course of negotiations of a DDA and that the City shall be legally bound only upon the approval of the DDA by City's governing board and the City Council of the City, in accordance with applicable law.

3.10 Attorneys' Fees. In the event that either Party brings any legal action to interpret or enforce any provision of this Agreement, the prevailing Party in that action shall be entitled to receive, in addition to all other relief available to it, its costs of litigation and reasonable attorneys' fees, including costs and fees incurred on appeal and in enforcing any judgment which may be rendered on the underlying action.

3.11 Governing Law; Jurisdiction and Venue. This Agreement shall be interpreted and enforced in accordance with the law of the State of California in effect at the time it is executed, without regard to conflicts of law provisions. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of San Bernardino, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Developer hereby expressly waives all provisions of law providing for a change of venue due to the fact that City or the City may be a Party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Developer further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship which may exist between City and Developer or due to the fact that a federal question or right is alleged or involved in such action.

3.12 No Third Party Beneficiaries. City and Developer expressly acknowledge and agree that they do not intend, by their execution of this Agreement, to benefit any persons or entities not signatory to this Agreement, including, without limitation, any brokers representing the Parties to this transaction. No person or entity not a signatory to this Agreement shall have

any rights or causes of action against either City or Developer arising out of or due to City's and Developer's entry into this Agreement.

3.13 Counterpart Originals. This Agreement may be executed in two (2) counterpart originals which, when taken together, shall constitute but one and the same instrument.

[Signatures on following pages]

SIGNATURE PAGE TO
EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

CITY:

THE CITY OF RIALTO

By: _____
DEBORAH ROBERTSON,
Mayor

Dated: _____

ATTEST:

_____
BARBARA MCGEE,
City Clerk

APPROVED AS TO LEGAL FORM:

ALESHIRE & WYNDER, LLP

_____
FRED GALANTE, ESQ.
City Attorney

SIGNATURE PAGE TO
EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

DEVELOPER:

FERNANDO ACOSTA RE INC.

By: _____
Fernando Acosta, President

Dated: _____

EXHIBIT A TO
EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

SITE

EXHIBIT B TO
EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

SCOPE OF NEGOTIATIONS/SCHEDULE OF PERFORMANCE

The goal of the negotiations is to prepare a Development and Disposition Agreement ("DDA") acceptable to both parties that will then be submitted to the City Council (or Successor Agency as applicable) for consideration at a joint public hearing (if required by law). The proposed DDA contemplates the acquisition of Parcel A and Parcel B by the City and the conveyance of the Site to the Developer at fair market value, subject to various conditions precedent and the subsequent redevelopment of the Site into a high quality commercial development.

The City and Developer shall structure any public assistance to avoid the applicability of prevailing wages for the private improvements to be constructed.

City Planning Goals

The City encourages redevelopment of the Site into a high quality commercial development that will maximize tax revenues to the City, create a significant number of job opportunities, and provide goods and services currently lacking in the community.

The proposed development should consist of complementary freeway oriented commercial uses consistent with the Freeway Incubator land use designation in the Renaissance Specific Plan including but not limited to the following:

1. Full and limited service restaurants that may include coffee shops, buffets, dinner houses, and similar establishments. The City and Developer shall collectively determine the appropriate restaurant uses.

2. Other fast casual, or drive thru restaurants that are underrepresented in Rialto.

3. Retail uses allowed by the Renaissance Specific Plan and complementary to the proposed shopping center.

4. Hotels of approximately 100 rooms operated by a national chain such as Hampton Suites, Holiday Inn Express, Hyatt Place, or equivalent.

Site development may be phased and include commercial pads that are structured for sale or for lease. The Project shall be of highest quality of design and must or exceed all current City development and design standards.

It is expected that the Project will require a mitigated negative declaration of environmental impacts. The Parties desire that the environmental review obligations will be a condition of the DDA.

Responsibilities/Schedule of Performance

The Developer shall complete the following tasks during the Exclusive Negotiation Period:

1. Submit site plan and building elevations that identify the various development parcels within the Site in relation to the final location of the public streets. The site plan and building elevations shall be revised and resubmitted as required to satisfy the City and City with respect to the City Planning Goals noted above.

2. Submit preliminary commitment letters from tenants satisfying the City Planning Goals noted above.

3. Identify the critical infrastructure currently available to the Site and any improvements that are needed to support the Project. Provide preliminary cost estimates for the public improvements related to the Project.

4. Provide the City with real estate valuation input to help determine the cost of the DDA to the City. This may include proformas detailing the value of the various development parcels and the associated public and private improvement costs to produce finished parcels ready for development. This should also include an estimate of governmental fees to be paid.

5. Provide the City with other cost/benefit information to enable its consultants to prepare a cost benefit analysis for presentation to the City Council. This typically includes the number of construction jobs created, the number of permanent jobs created, the cost to maintain the public improvements upon dedication, the value of the completed development, and the various tax revenues associated with development operations.

6. Provide a tentative schedule for acquisition and development of the Project.

7. If it is determined to be a necessary condition precedent to the City's consideration of the DDA, the Developer shall submit an application for environmental review by the City and City and pay all normal and customary fees related thereto.

Legislation Details (With Text)

File #:	15-715	Version:	1	Name:	TAB 1
Type:	Ordinance/Resolution			Status:	Agenda Ready
File created:	9/25/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Conduct a Public Hearing to introduce by first reading of Ordinance No. 1563, entitled "AN ORDINANCE OF THE CITY OF RIALTO APPROVING A DEVELOPMENT AGREEMENT (15-01) BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC AND MAKING CERTAIN FINDING IN CONNECTION THEREWITH," reading by title only and waiving further reading thereof and Adopt Budget Resolution No. 6832. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation Exhibit A - Site Maps for Project Exhibit B - Notice of Determination - Filed 08.13.2015 Exhibit C - RESO 15-31 - DA No. 15 - 01-PDC OC IE LLC. Exhibit D - Development Agreement - CLEAN (I-210 III Rialto) 10 7 15 (Agenda) Exhibit E - Proof of Publication PDC DA PH Exhibit F - Ordinance Approving PDC OC-IE Development Agreement Exhibit G - Budget Resolution - PDC Development Agreement				

Date	Ver.	Action By	Action	Result

For the City Council Meeting of [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant CA/Development Services Director

Request City Council to Conduct a Public Hearing to introduce by first reading of Ordinance No. 1563, entitled "AN ORDINANCE OF THE CITY OF RIALTO APPROVING A DEVELOPMENT AGREEMENT (15-01) BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC AND MAKING CERTAIN FINDING IN CONNECTION THEREWITH," reading by title only and waiving further reading thereof and Adopt Budget Resolution No. 6832.
(ACTION)

BACKGROUND:

On February 10, 2015, the City Council approved an Advance of Funds Agreement with PDC OC/ IE LLC, to reimburse the City for administrative and legal costs that may be incurred by the City related to various site assemblage development projects the Developer wished to undertake within the Renaissance Specific Plan area.

On May 7, 2015, the Developer submitted formal development applications, including an Addendum to the Renaissance Specific Plan Environmental Impact Report (EIR) (EAR No. 15-25) (EIR Addendum); Amendment No. 4 to the Renaissance Specific Plan (RSP Amendment); Tentative Parcel Map No. 19649 to consolidate twenty-three (23) parcels of land and create one (1) 33-acre +/- development parcel (TPM 19649); Precise Plan Of Design Nos. 2399 and 2400 (PPDs) to construct an a 742,514 square foot warehouse (the "Project"); and Development Agreement No. 15-01. The Project is generally located north of Baseline Road, west of Laurel Avenue, east of Alder and south of Miro Way (Site) within the Employment Zone of the Renaissance Specific Plan (Planning Area 64, 65, 66, and 67). Maps depicting the Site are attached hereto as Exhibit A.

On July 8, 2015, the Planning Commission adopted Resolution Nos. 15-20 through 15-24 recommending that the City Council approve various entitlements related to the Project including the EIR Addendum; RSP Amendment; Variance No. 710; TPM 19649; Lot Line Adjustment No. 224; Conditional Development Permit No. 773; and the PPDs to construct an approximately 2,264 square foot church and the Project. On August 11, 2015, the City Council adopted Resolutions Nos. 6795 through 6799 thereby approving said entitlements for the Project. A Notice of Determination for the EIR Addendum was then filed with the Clerk of the Board of San Bernardino County on August 13, 2015, (Exhibit B) .

On September 30, 2015, the Planning Commission held a public hearing and after considering all public comments regarding the matter, adopted Resolution No. 15-31 (Exhibit C) making certain findings and recommending that the City Council approve Development Agreement (15-01) by and between the City of Rialto and PDC OC/IE, LLC.

ANALYSIS/DISCUSSION:

As part of the development application for land use entitlements, the Owner requested a development agreement with the City of Rialto related to the Project. The Applicant for the Development Agreement is PDC OC/IE, LLC, a Delaware limited liability company. Panattoni Development Company, Inc., a fee developer (Developer), submitted various development applications on behalf of the Applicant. The Applicant and Developer shall be jointly referred to as Owner for the purposes of this report, unless otherwise specified.

Development agreements are authorized under the California Government Code (Section 65864 et. seq.) and the City of Rialto Municipal Code (RMC Chapter 18.79). The purpose of such agreements is to eliminate uncertainty with respect to the development process and promote more orderly and efficient development, thereby improving the local economy. The Planning Commission is required to hold a noticed public hearing prior to the consideration of a development agreement (RMC 18.79.040).

The development agreement is a voluntary contract between the municipality and a developer, which should confer economic benefits to each party. The City mitigates development risk for the developer in the form of land use entitlement protection, by limiting the applicability of subsequent rule changes and fee increases. For this, the City typically receives consideration in the form of development agreement fees, higher development impact fees, extraordinary public improvements or significant economic development rewards.

In this case, the primary benefit is the alleviation of blighting conditions and the higher utilization of

the Site as a result of the assemblage actions of the Owner. The City will also receive newly constructed public improvements as consideration for the benefits conferred to the Owner. By mitigating risk and uncertainty, the City improves the likelihood of Project construction in uncertain economic times.

Development Agreement

The City proposes to enter into Development Agreement No. 15-01 to encourage the Owner to develop the Project and construct needed public infrastructure. Development Agreement No. 15-01 vests certain entitlements to develop and operate the Project and eliminating Owner risk that the Project will be detrimentally affected by future changes to the development standards applicable to the Site. Additionally, Development Agreement No. 15-01 locks in the development impact fees to be assessed against the Project for a defined period (3 years), obligates the City to reimburse or provide fee credits to Owner for certain public improvements, and establishes the amount of fair share fees due from the Owner. Proposed Development Agreement No. 15-01 is attached hereto as Exhibit D, the terms of which are summarized below:

Owner Obligations

The Owner's principal obligations under Development Agreement No. 15-01 are:

1. Assemblage of Land. Owner is obligated to assemble a 32 acre site comprised of 22 parcels of land, including properties owned or to be acquired by the City and the Successor Agency. By separate agreement, the City is acquiring land from the San Gabriel Valley Water District using funds advanced by Owner, and then conveying said land to the Owner at no cost to the City.

2. Land Use Entitlements/Construction Plans. Owner shall prepare plans and specifications for the private and public improvements, submit to the City for plan check approval, obtain all construction permits, and pay all plan check/permit and processing fees required from all appropriate governmental entities, including the City, County, State and/or Federal Governments as appropriate.

3. Development Impact Fees. Owner shall pay all required development impact fees and charges imposed by City and any other regulatory agencies with jurisdiction over the Project, subject to any credits or reimbursements as provided for in the Development Agreement. Development impact fees currently assessed by the City shall be locked for a period of three (3) years from the Effective Date. The Regional Traffic Fee, which is administered by San Bernardino Associated Government (SANBAG), shall not be fixed.

4. Public Improvements. Owner shall dedicate public right-of-way (within 90 days after the Effective Date) and construct certain public improvements along the Project's street frontages along Baseline Road, Alder Avenue, Laurel Avenue, and Miro Way. Owner shall modify the traffic signals at Baseline Road and Alder Avenue and construct the traffic signal at Baseline Road and Laurel Avenue, if not already constructed by the adjoining project. Owner shall underground all overhead power lines along Project frontages on Baseline Road and Laurel Avenue.

The City shall obtain any off-site right-of-way owned by third parties necessary to construct the full width master planned roadway improvements along Alder Avenue, Baseline Road, or Laurel Avenue as applicable. The Owner shall advance all costs for right-of-way required for

the Project, subject to reimbursement from the City for 50% of the net cost of acquisition, up to a maximum of $40,000. The City agrees to contribute approximately 3,000 square feet of surplus right-of-way on Laurel Avenue to offset the cost of right-of-way needed from the San Gabriel Valley Water Company (SGVWC) on Baseline Road (conditioned upon completion of appropriate vacation proceedings).

The Owner shall pay an in-lieu fee in the amount of $366,778 to the City for the cost of constructing the Miro Way improvements that would otherwise be the Owner's responsibility (the south side of Miro Way, from Laurel Avenue to Alder Avenue). The Miro Way Improvements are currently under construction by the City and Lewis Hillwood Rialto.

5. Fair Share Fees. Owner shall pay the Renaissance Specific Plan Fair Share Traffic Impact Fee (the "RSP Traffic Fee") to mitigate off-site traffic impacts and the Renaissance Specific Plan/EIR Fee (RSP EIR/SP Fee) as follows:

RSP Traffic Fee	742,514 SF	@	$142.40/TSF	= $105,734
RSP EIR/SP Fee	32.97 acres	@	$3,168.59/acre	= $104,468

Pursuant to the Traffic Study completed for the Project, Owner shall construct the following improvements or pay fair share fees, subject to credits/reimbursements for master plan facilities constructed as appropriate under the various Fee programs
:

a.	**Alder Avenue at SR-210 WB Ramps* Convert Shared Through Right Lane to Left through Right Lane**	**$ 6,115**
b.	**Alder Avenue at SR-210 EB Ramps* Add Dedicated NB Right Turn Lane**	**$ 42,140**
c.	**Alder Avenue at Renaissance Parkway* Convert SB Right Turn Lane to Shared Through Right Lane**	**$ 13,479**
d.	**Laurel Avenue at Baseline Road* Signalization of Intersection**	**$ 139,326**
e.	**Ayala Drive: (Renaissance to Fitzgerald)* Add one lane in NB direction (0.57 miles)**	**$ 42,175**
	TOTAL FAIR SHARE OBLIGATION	**$ 243,234**

Interim Capacity Improvements

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Because the fair share improvements noted above are capital improvements contained within the Regional Traffic Impact Fee (Regional Traffic Fee) program and the RSP Traffic Mitigation Fair Share Fee (RSP Traffic Fee) program, the payment of the Regional Traffic Fee and RSP Fee satisfies the Owner's Fair Share Obligation noted above.

6. Public Contracting. Owner shall bid and construct all required public improvements in compliance with Public Works Requirements, including but not limited to Labor Code Section 1720, *et. seq*. (Prevailing Wages).

City Obligations

The City's principal obligations under the proposed Development Agreement are:

1. Vesting of Land Use Entitlements. City shall vest the land use entitlements for a term of 20 years, reducing the risk of a change in land use rules by a subsequent City Council or citizen initiative.

2. Development Impact Fee Lock. City shall fix the current development impact fee schedule (in effect as of the Effective Date of the Development Agreement) for a period of three (3) years from the Effective Date of the Development Agreement, thereby reducing the risk of substantial changes that would compromise project feasibility. This vesting does ***not*** include the Regional Traffic Fee or other fees levied or required to be levied by other agencies or jurisdictions.

3. Credits/Reimbursements for Traffic Improvements. City shall provide a reimbursement or credit against the Regional Traffic Fee for capital facilities actually constructed by the Owner. The Owner shall widen and construct Regional Traffic Fee eligible street improvements along Baseline Road and Alder Avenue, modify the traffic signal at Baseline Road and Alder Avenue, and construct a traffic signal at the intersection of Baseline Road and Laurel Avenue, if not constructed by others. The estimated construction cost for these improvements is $2,240,000. In the event the signal at Baseline Road and Laurel Avenue is constructed by the adjacent development project on the northeast corner of Baseline Road and Laurel Avenue (Shaw Properties), then the estimated costs/reimbursements would be reduced by an estimated $225,000.

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ESTIMATED CONSTRUCTION COST / FEE CREDITS

Baseline Roadway Improvements	
Hard Construction Costs	$ 850,000
Alder Roadway Improvements	
Hard Construction Costs	$ 850,000
Baseline/Alder Traffic Signal	$ 150,000
Hard Construction Costs	
Baseline/ Laurel Traffic Signal**	$ 225,000
Hard Construction Costs	
Total Hard Construction Costs	$ 2,075,000
Soft Construction Cost	
Baseline and Alder	$ 125,000
Baseline Alder Signal	$ 15,000
Baseline /Laurel Traffic Signal**	$ 25,000
Total Soft Costs	**$ 165,000**
Total Estimated Construction Cost	**$ 2,240,000**

** Baseline/Laurel Signal may be constructed by Shaw Project

4. Reimbursement for Right-of-Way Costs. The City shall obtain any off-site right-of-way owned by third parties necessary to construct the full width master planned roadway improvements along Alder Avenue, Baseline Road, or Laurel Avenue as applicable. The Owner shall advance all costs for right-of-way required for the Project, subject to reimbursement from the City for 50% of the net cost of acquisition, up to a maximum of $40,000. The City agrees to contribute approximately 3,000 square feet of surplus right-of-way on Laurel Avenue to offset the cost of right-of-way needed from the SGVWC on Baseline Road (conditioned upon completion of appropriate vacation proceedings).

Development Agreement Costs

The Owner will bear the cost of preparing Development Agreement No. 15-01 (i.e. legal, financial advisory, etc.) in accordance with the terms of the Advance of Funds Agreement approved on February 10, 2015.

The Owner bears the full cost of the Project and will be required to construct the necessary

infrastructure improvements and pay fair share costs to compensate for off-site impacts. All such improvements and fair share costs will be included in the conditions of approval for the Tentative Parcel Map and the Precise Plan of Design.

The City shall provide credits or reimbursements to the Owner for the construction of all eligible public improvements that are specifically included in the capital facility plans for which the City imposes development impact fees. These eligible public improvements include the construction and widening of Baseline Road and Alder Avenue, as well as modifications to the traffic signal at the intersection of Baseline Road and Alder Avenue, and the construction of a traffic signal at the intersection of Baseline Road and Laurel Avenue.

The Owner will construct these facilities subject to reimbursement or credit against the Regional Traffic Fee and/or the RSP Traffic Fee otherwise payable by the Owner. The estimated cost of constructing these facilities as noted above, is estimated to be $2,240,000 (or $1,990,000, if the traffic signal at Baseline Road and Laurel Avenue is constructed by the Developer of the project on the northeast corner of Baseline Road and Laurel Avenue).

The Regional Traffic Fee assessed against the Project is estimated at $1,678,000, requiring the City to reimburse the Owner up to $562,000 (i.e. eligible costs of $2,240,000 less Regional Traffic Fees due of $1,678,000). This additional expenditure derives from the existing fund balance within the Regional Traffic Development Impact Fee - Fund Account (250). If the City does not have sufficient funds in Fund Account (250) to make this reimbursement upon Project completion, the City shall reimburse Owner over time from unappropriated development impact fees as they are collected and paid by other development projects. If this reimbursement is not paid to Owner within one-year after Project completion, then interest shall then commence and accrue at 5% per annum until the balance is paid.

Development Agreement Benefits

The Project will pay approximately $3.4 million in development impact fees, fair share fees, or improvements in lieu of paying fees. The Project will also pay an estimated $270,000 - $300,000 in processing, plan check, engineering and building permit fees to the City.

In addition to the Owner paying various planning, processing, permit, inspection and development impact fees, the Owner shall pay an In-Lieu fee in the amount of $366,778 to reimburse the City for the construction of Miro Way along the Project's frontage. These funds will be considered Airport Escrow Funds, and deposited into the Miro Way Escrow Account.

Estimated Capital Facility Fees

		Calculated Impact Fee		Estimated Credits		Net Revenue
Development Impact Fees						
General Facilities	$	46,937	$	-	$	46,937
Law Enforcement	$	34,364	$	-	$	34,364
Fire Protection	$	56,233	$	-	$	56,233
Park Development	$	-	$	-	$	-
Open Space	$	89,102	$	-	$	89,102
Library Facilities	$	-	$	-	$	-
Regional Traffic Fee	$	1,678,082	$	2,240,000	$	(561,918)**
Street Medians	$	14,850	$	-	$	14,850
Storm Drain Facitlities	$	1,038,503	$	-	$	1,038,503
Water Facilities FWC	$	-			$	-
Sewage Collection	$	67,234	$	-	$	67,234
Sewage Treatment	$	185,880	$	-	$	185,880
RSP Fair Share Traffic Fees	$	105,732	$	-	$	105,732
RSP EIR/SP Fees	$	104,437	$	-	$	104,437
Total All Capital Facility Fees	**$**	**3,421,353**	**$**	**2,240,000**	**$**	**1,181,353**

** Figure would be reduced by $250,000 if Shaw Properties constructs the trafficsignal a

The Development Agreement locks the Development Impact Fees that will be assessed against the Project for up to three years. If the Owner delays construction of the facility, the City could forego an estimated $400,000 (10%+/-) in potential development impact fee revenue as a result of the three-year fee lock. However, if the Owner pulls a building permit in fiscal year 2016 as expected, the City will suffer no loss in fee revenue.

Upon Project completion, the Project is anticipated to support over 300 new jobs and produce approximately $66,500 per year in property tax revenue for the City, given the estimated assessed valuation of $52 million. The facility will also generate a significant amount of Utility Users Tax (UUT) for the City. These costs should substantially exceed the City's service costs related to the Project, including police/fire services and street maintenance.

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Estimated Economic Benefits of I-210 III Project

Property Taxes			
Current AV			$4,500,000
FY16/17 AV	742,514 @ $70 psf		$52,010,000
Incremental AV			$47,510,000
General Levy Tax Rate			1.0%
City Share			14.0%
Estimated Annual Property Tax (Rialto)			**$66,514 A**
Utility Taxes			
Monthly Utility Costs			$40,000
Annual Utility Costs			$480,000
Annual Utility Taxes @ 8%			**$38,400 B**
Business License Taxes			
Distribution Use	$0.05 psf	742,514	$37,000
Lessor	2.00% gr	3,564,067	$71,281
Total Business License Taxes			**$108,281 C**
Total Annual Economic Benefit (A+B+C)			**$213,195**

A recent fiscal impact analysis completed for the Renaissance Specific Plan indicates that industrial uses produce a net return (revenues in excess of service costs) to the City General Fund of approximately $5,600 per acre. Based upon 32 acres, this Project would then generate net revenue (i.e. revenues in excess of costs) of approximately $180,000 per year.

Public Hearing

On October 2, 2015, the City published notice of a public hearing scheduled for October 13, 2015. The public hearing was published as required by Sections 65090-65092 of the Government Code. Notices of the public hearing were also mailed to the Property Owner, service agencies and all property owners within a 300 foot radius of the Property at least 10 days prior to the date of the public hearing. Copies of the Proof of Publication is attached hereto as Exhibit E.

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's recently adopted General Plan through which the City looks to improve the community. The proposed action is consistent with the following goals and objectives contained in the General Plan:

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Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Policy 3-1.2: Encourage a variety of businesses to locate in Rialto, including retail, high technology, professional services, clean industries, logistics-based businesses, and restaurants/entertainment uses to promote the development of a diversified local economy.

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

ENVIRONMENTAL IMPACT:
On August 11, 2015, the Rialto City Council adopted Resolution 6795, which made findings and determined that the EIR Addendum was prepared in accordance with California Environmental Quality Act (CEQA) and that the Addendum satisfied the requirements of CEQA and no further environmental review was warranted or required regarding the Project. A Notice of Determination (NOD) was filed with the Clerk of the Board of San Bernardino County on August 13, 2015. (Exhibit B)

The Development Agreement is within the scope of the CEQA Compliance Documents that adequately describe the Project and analyze its potential impacts, as well as the impacts potentially resulting from the approval of the Development Agreement for the purposes of CEQA.

The Development Agreement will not result in any additional or perceived changes to the environment than those which have already been assessed under the Addendum to the Renaissance Specific Plan Environmental Impact Report (collectively the “CEQA Compliance Documents”), all adopted by the City in accordance with CEQA. Therefore, no further environmental review is warranted prior to the consideration of the Development Agreement.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report, Development Agreement and Ordinance.

FINANCIAL IMPACT:
One Time Revenues
The City should realize approximately $3.4 million in Development Impact Fees (gross fees before offsets for improvement value) and another $300,000 +/- in one time revenues related to the building permits and plan check fees related to the Project.

Pursuant to the Development Agreement, the City shall provide approximately $2.24 million in fee credits and reimbursements for the construction of various fee eligible public improvements to Baseline Road, Alder Avenue and two traffic signals on Baseline Road. The Project will be assessed approximately $1.68 million in Regional Traffic Fees (Fund 250). The City will be obligated to reimburse the Developer for the total costs for these improvement or approximately $562,000 in excess of the Regional Traffic Fees the project will generate. The fee credit and reimbursement will come from existing or future fund balances in Fund 250.

The City's FY15/16 budget includes the anticipated development impact fee revenues from this Project; however, the $2.24 million in fee credits or reimbursements were not included in the FY15/16 Budget. City Council should adopt a Budget Resolution to increase expenditures from Fund Account 250-500-4312-3001.

Ongoing Revenues
Based upon the draft fiscal impact report for the Renaissance Specific Plan, the Project will produce an operating surplus for the General Fund of approximately $180,000 per year.

RECOMMENDATION:
Staff recommends that the City Council:

1. Conduct a public hearing to receive and consider all public comments regarding the Development Agreement.
2. Adopt Ordinance ___ of the City Council (Exhibit F) approving a Development Agreement (15-01) by and between the City of Rialto and PDC OCIE, LLC Related to the Proposed Construction of a 742,514 Square Foot Distribution Facility Located on a 32+/- Acre Site on the Northeast corner of Baseline Road and Alder Avenue in the Employment Zone of the Renaissance Specific Plan.
3. Adopt Budget Resolution No.____ (Exhibit G) appropriating expenditures from the Regional Traffic Development Impact Fee Fund Account No. 250-500-4312-3001, in the amount of $2,240,00 related to the Development Agreement with PDC OC/IE, LLC.

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PDC Development Agreement

OCTOBER 13, 2015

PANATTONI®
INTERNATIONAL VISION. LOCAL FOCUS.

Site Location

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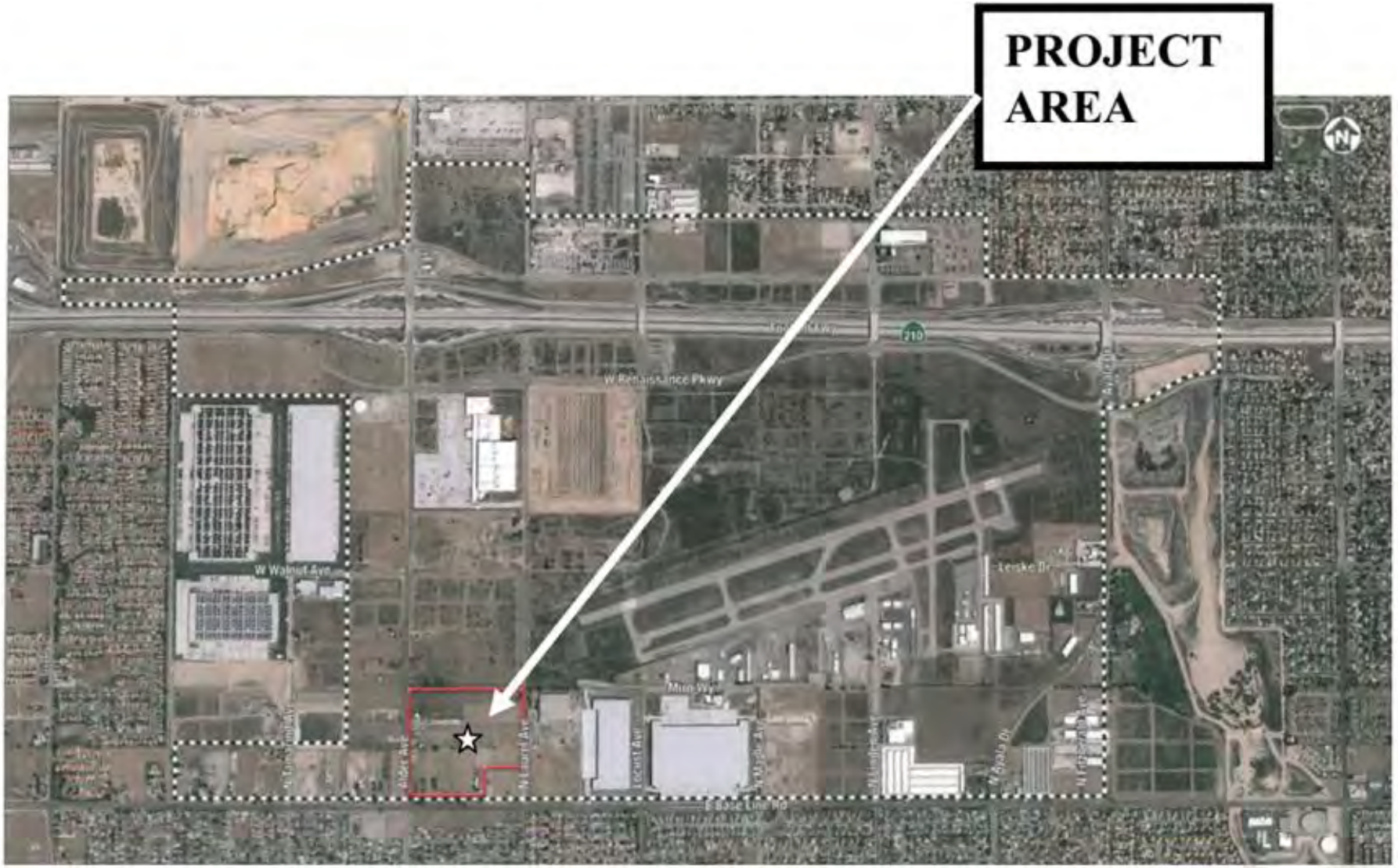

Zoning/Specific Plan

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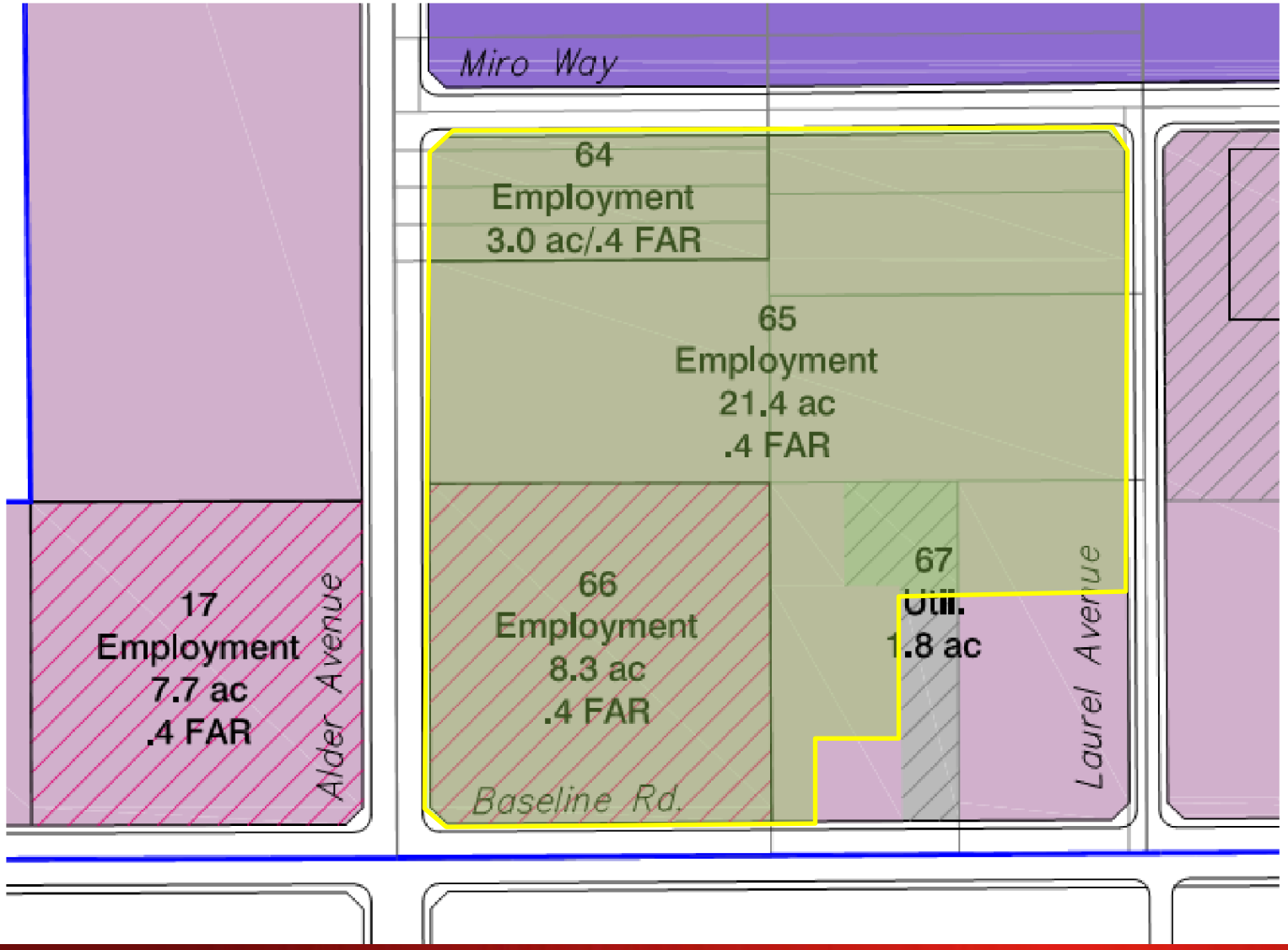

Site

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Parcel Map

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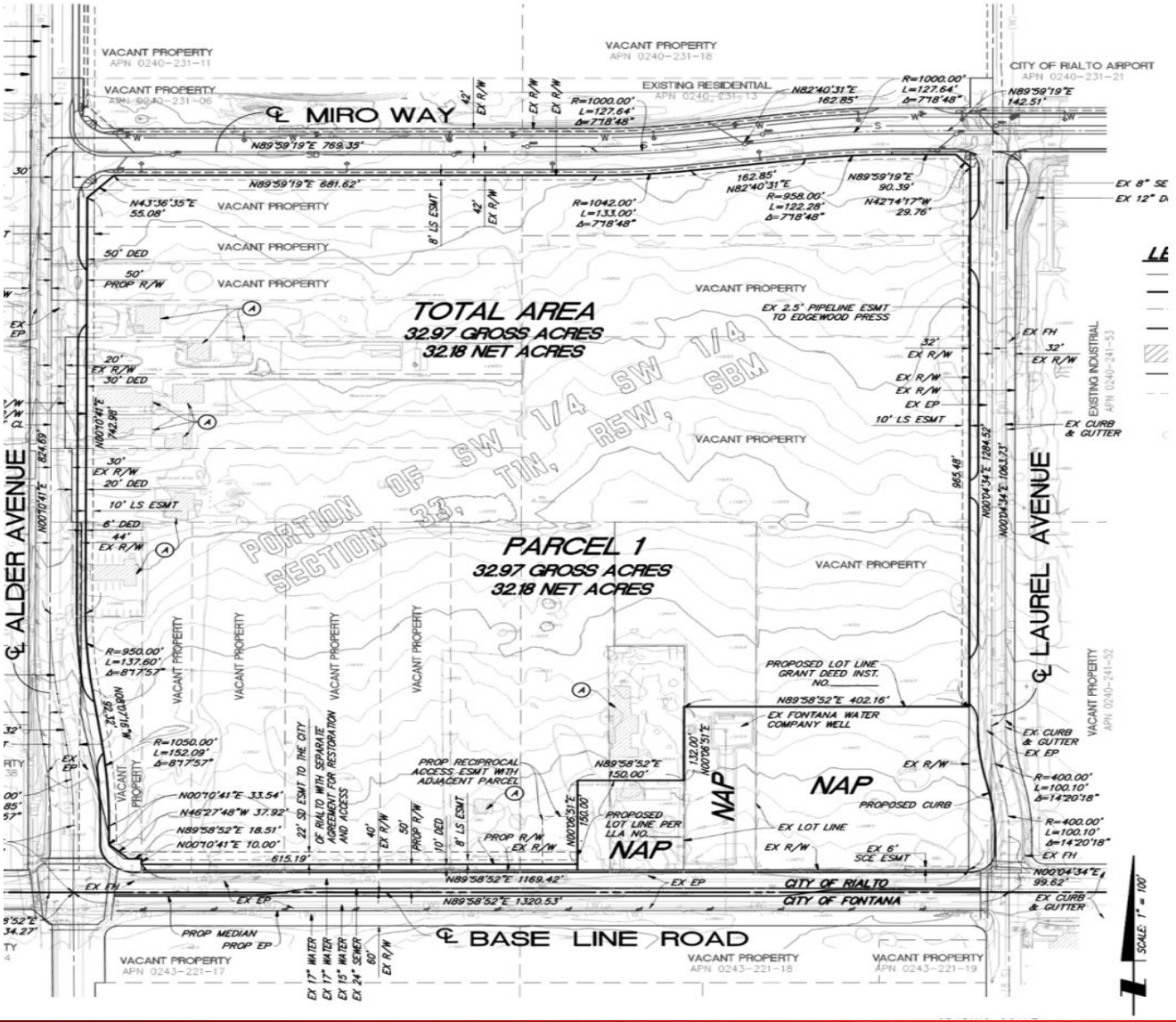
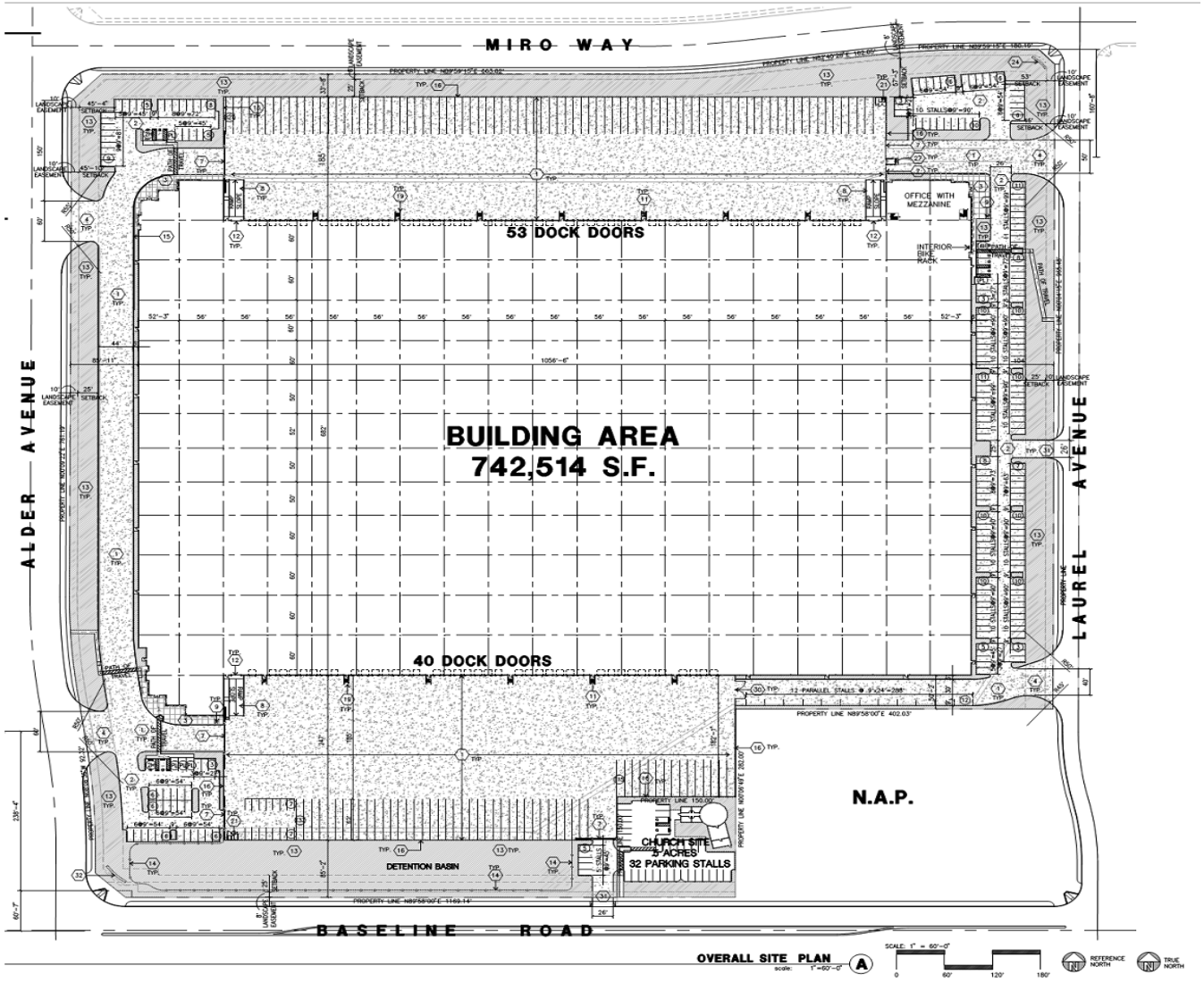


Site Development Plan

CITY OF RIALTO
Entering a Second Century of Progress



PDC Obligations

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- Consolidate 22 parcels of land under multiple ownerships to create one 32± acre development site.
- Secure all land use entitlements, building permits, and pay all development impact and fair share fees.
- Construct 742,514 square foot, concrete tilt-up, cross dock warehouse and related improvements.
- Widen and Construct Baseline Road, Alder Avenue, Miro Way and Laurel Avenue.
- Modify traffic signal at the intersection of Baseline Road and Alder Avenue.
- Construct a full traffic signal at the intersection of Baseline Road and Laurel Avenue (if not already constructed by adjacent Shaw Project on NEC of Baseline and Laurel)

City Obligations

CITY OF RIALTO
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1. **Vest Land Use Entitlements** for a term of 20 years.

2. **Fix the Development Impact Fees** for a period of three (3) years from the Effective Date of the Development Agreement.

3. **Grant Credits/Reimbursements** for Eligible Traffic Improvements on Baseline Road and Alder Avenue.

4. **Acquire and Convey** the San Gabriel Valley Water Company property at PDC's cost (other City and Successor Agency parcels shall be conveyed pursuant to separate agreements).

Fee Credit Eligible Improvements

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ESTIMATED CONSTRUCTION COST / FEE CREDITS

Baseline Roadway Improvements	
Hard Construction Costs	$ 850,000
Alder Roadway Improvements	
Hard Construction Costs	$ 850,000
Baseline/Alder Traffic Signal	$ 150,000
Hard Construction Costs	
Baseline/ Laurel Traffic Signal**	$ 225,000
Hard Construction Costs	
Total Hard Construction Costs	$ 2,075,000
Soft Construction Cost	
Baseline and Alder	$ 125,000
Baseline Alder Signal	$ 15,000
Baseline /Laurel Traffic Signal	$ 25,000
Total Soft Costs	**$ 165,000**
Total Estimated Construction Cost	**$ 2,240,000**

Capital Facility Fees

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Estimated Capital Facility Fees

		Calculated Impact Fee		Estimated Credits		Net Revenue	
Development Impact Fees							
General Facilities	$	46,937	$	-	$	46,937	
Law Enforcement	$	34,364	$	-	$	34,364	
Fire Protection	$	56,233	$	-	$	56,233	
Park Development	$	-	$	-	$	-	
Open Space	$	89,102	$	-	$	89,102	
Library Facilities	$	-	$	-	$	-	
Regional Traffic Fee	$	1,678,082	$	2,240,000	$	(561,918)	**
Street Medians	$	14,850	$	-	$	14,850	
Storm Drain Facitlities	$	1,038,503	$	-	$	1,038,503	
Water Facilities FWC	$	-			$	-	
Sewage Collection	$	67,234	$	-	$	67,234	
Sewage Treatment	$	185,880	$	-	$	185,880	
RSP Fair Share Traffic Fees	$	105,732	$	-	$	105,732	
RSP EIR/SP Fees	$	104,437	$	-	$	104,437	
Total All Capital Facility Fees	**$**	**3,421,353**	**$**	**2,240,000**	**$**	**1,181,353**	

** Figure would be reduced by $250,000 if Shaw Properties constructs the trafficsignal at Baseline/Laurel

Operating Income

CITY OF RIALTO
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Estimated Economic Benefits of I-210 III Project

Property Taxes				
Current AV			$4,500,000	
FY14/15 AV		742514 @ $70 psf	$52,010,000	
Incremental AV			$47,510,000	
General Levy Tax Rate			1.0%	
City Share			14.0%	
Estimated Annual Property Tax (Rialto)			**$66,514**	**A**
Utility Taxes				
Monthly Utility Costs			$40,000	
Annual Utility Costs			$480,000	
Annual Utility Taxes @ 8%			**$38,400**	**B**
Business License Taxes				
Distribution Use	$0.05 psf	742,514	$37,000	
Lessor	2.00% gr	3,564,067	$71,281	
Total Business License Taxes			**$108,281**	**C**
Total Annual Economic Benefit (A+B+C)			**$213,195**	

Recommendations

CITY OF RIALTO
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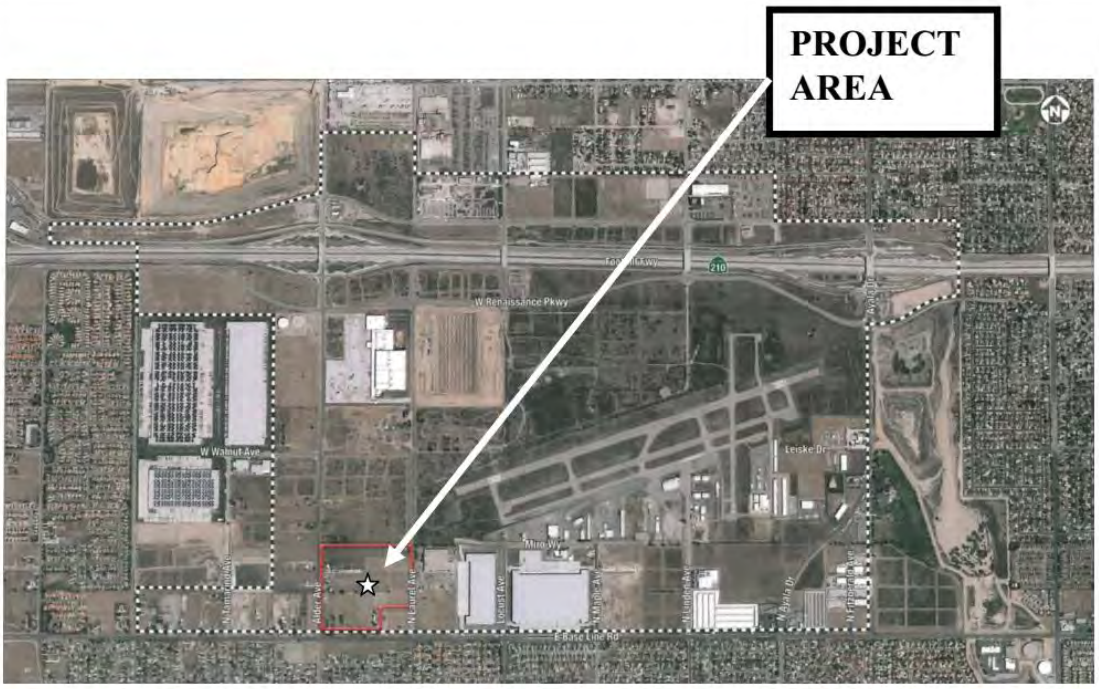
1. Conduct the public hearing to receive public comments related to the Development Agreement 15-01.

2. Adopt Ordinance of the City Council approving a Development Agreement (No. 15-01) by and between the City of Rialto and PDC OC/IE, LLC.

EXHIBIT A

Location Map



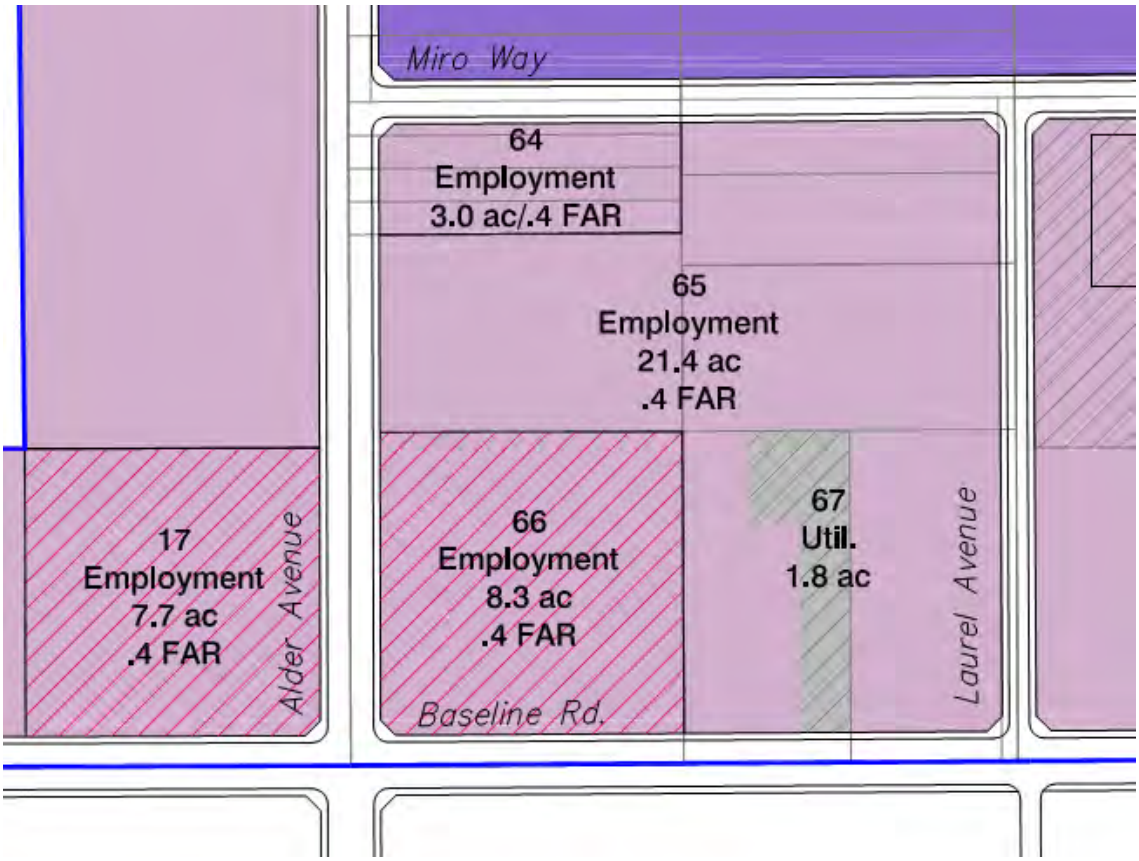


EXHIBIT A

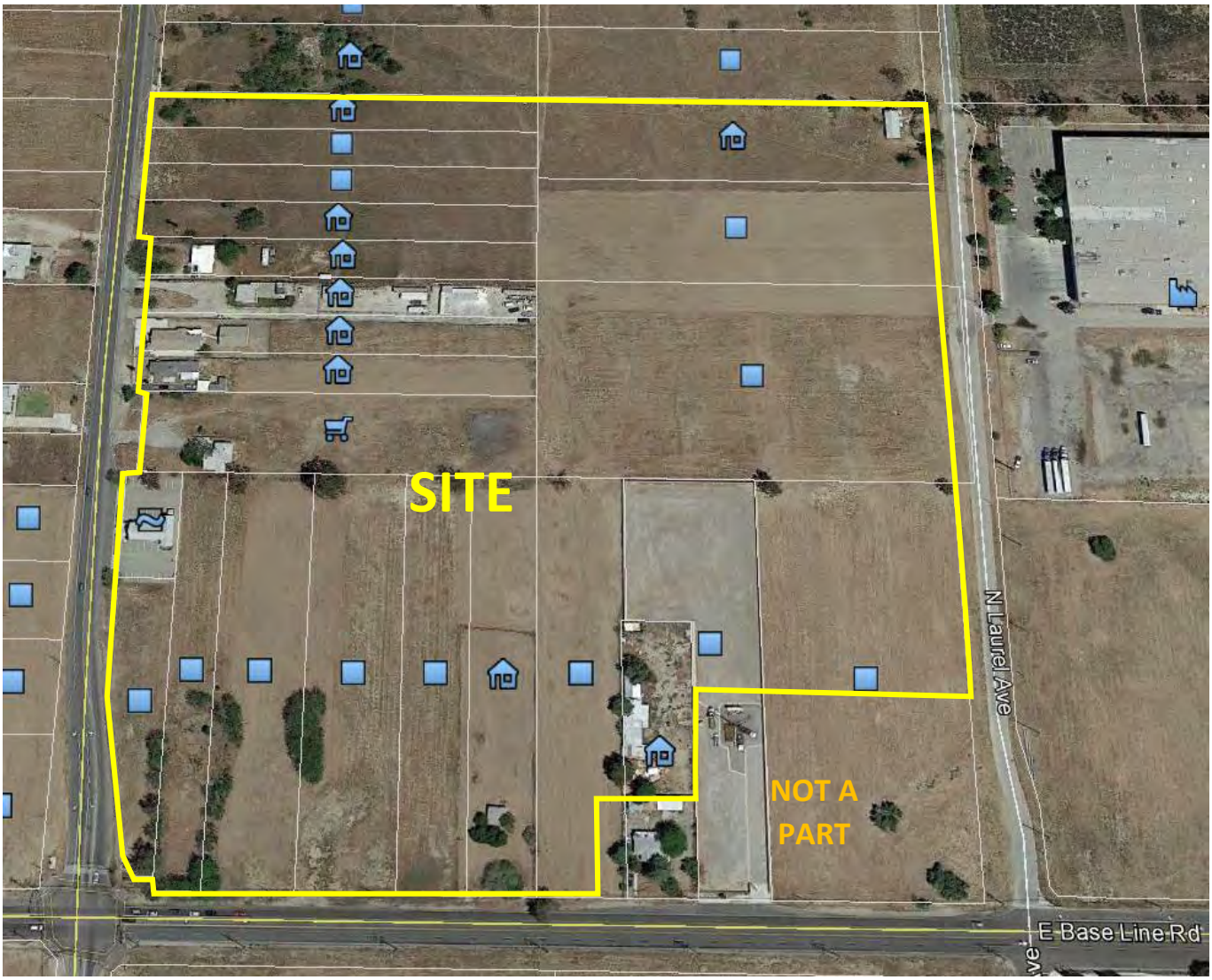


EXHIBIT A

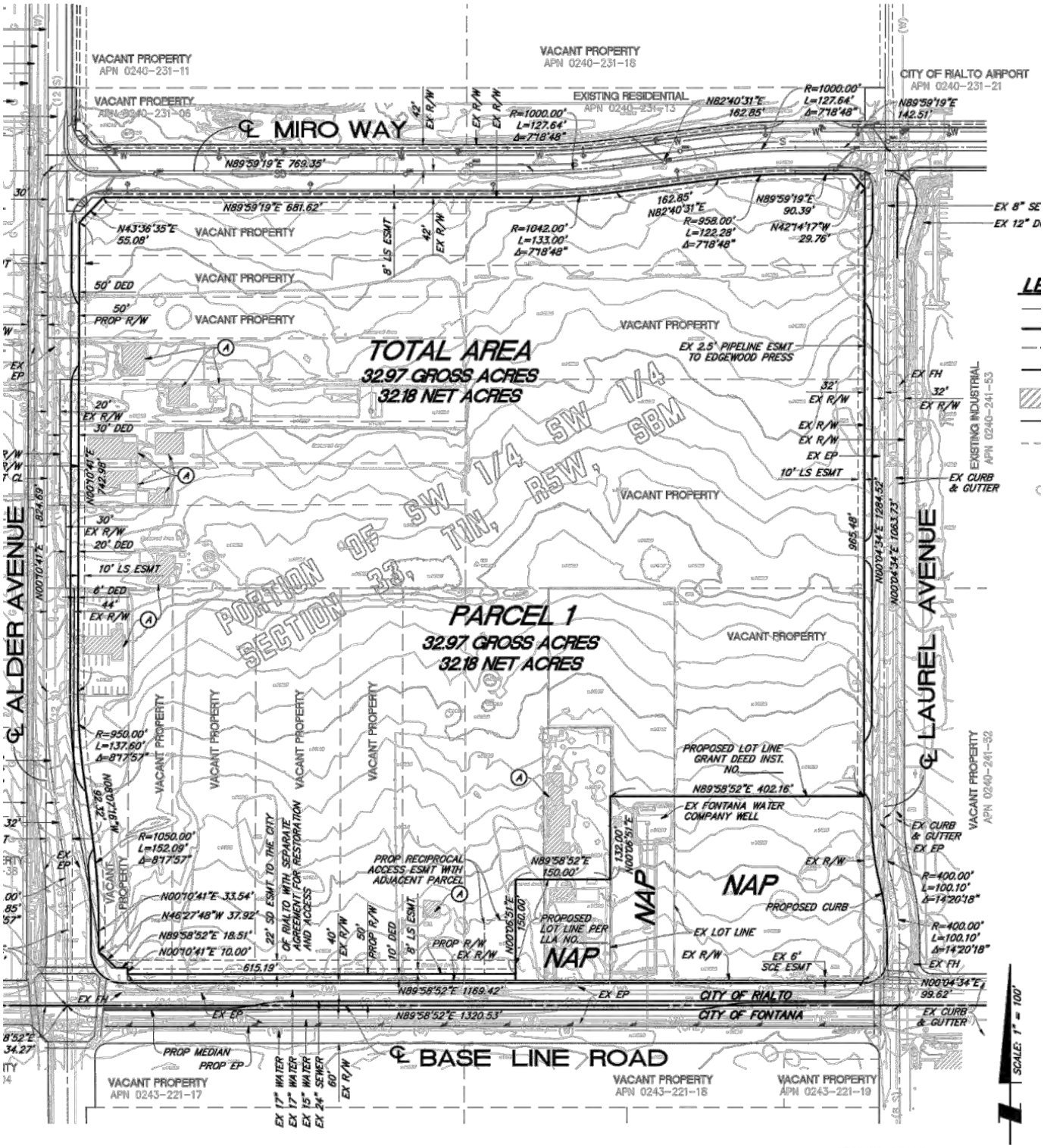
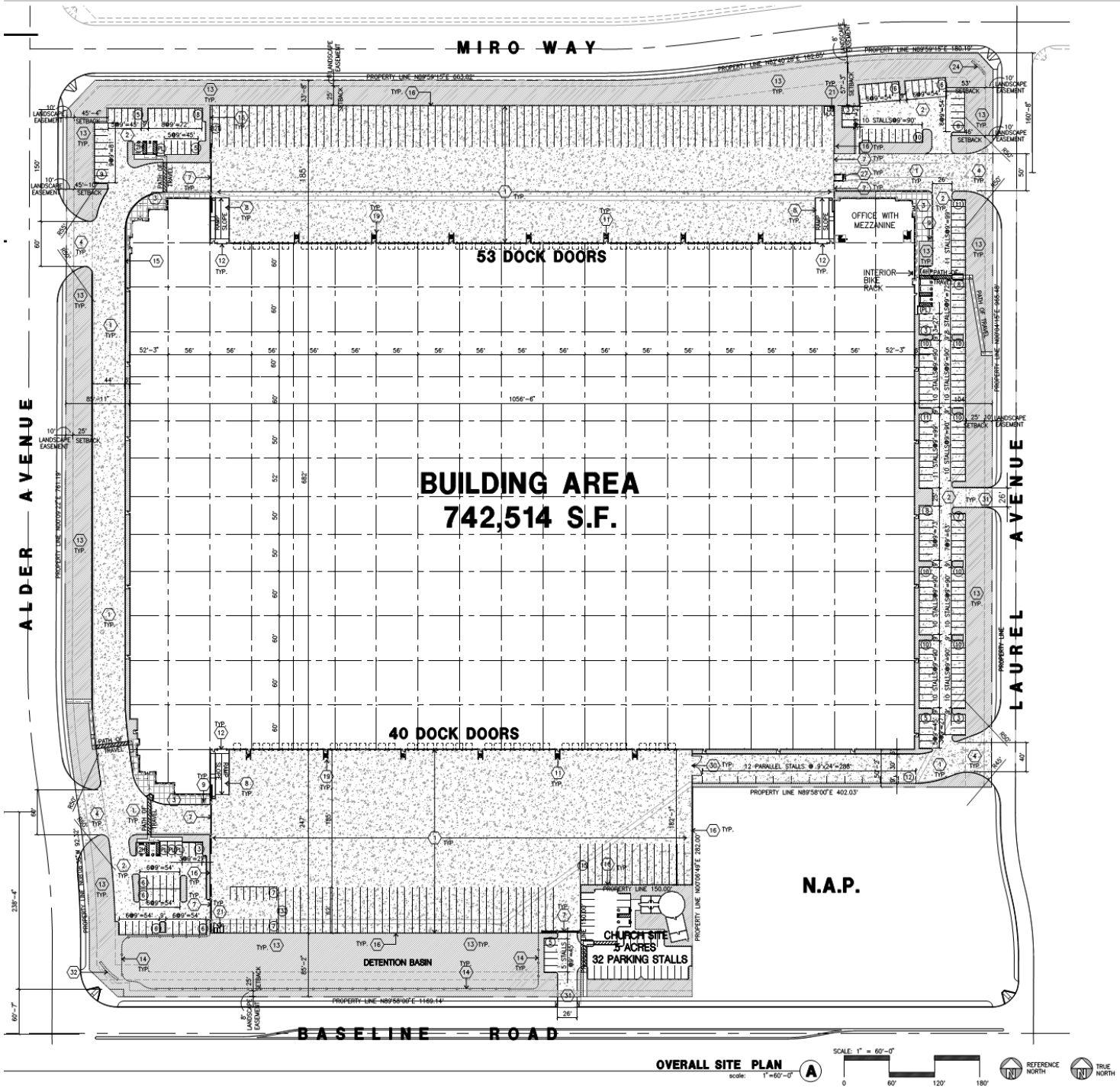

VACANT PROPERTY
APN 0240-231-11
VACANT PROPERTY
APN 0240-231-18
CITY OF RIALTO AIRPORT
APN 0240-231-21
VACANT PROPERTY
APN 0240-231-06
EXISTING RESIDENTIAL
APN 0240-231-13
℄ MIRO WAY
N89°59'19"E 769.35'
N89°59'19"E 681.62'
N89°59'19"E 142.51'
N89°59'19"E 90.39'
R=1000.00'
L=127.64'
Δ=7°18'48"
N82°40'31"E 162.85'
R=1042.00'
L=133.00'
Δ=7°18'48"
R=958.00'
L=122.28'
Δ=7°18'48"
N43°36'35"E 55.08'
N42°14'17"W 29.76'
VACANT PROPERTY
50' DED
50' PROP R/W
8' LS ESMT
42' EX R/W
TOTAL AREA
32.97 GROSS ACRES
32.18 NET ACRES
PORTION OF SW 1/4 SW 1/4 SECTION 33, T1N, R5W, SBM
PARCEL 1
32.97 GROSS ACRES
32.18 NET ACRES
EX 2.5" PIPELINE ESMT TO EDGEWOOD PRESS
EX 8" SE
EX 12" D
EX FH
32' EX R/W
EX EP
10' LS ESMT
EX CURB & GUTTER
EXISTING INDUSTRIAL
APN 0240-241-53
20' EX R/W
30' DED
30' EX R/W
20' DED
10' LS ESMT
6' DED
44' EX R/W
N00°10'41"E 742.98'
N00°10'41"E 824.69'
965.48'
N00°04'34"E 1284.52'
N00°04'34"E 1063.73'
℄ ALDER AVENUE
℄ LAUREL AVENUE
VACANT PROPERTY
APN 0240-241-52
R=950.00'
L=137.60'
Δ=8°17'57"
R=1050.00'
L=152.09'
Δ=8°17'57"
N=91.40.80W
PROPOSED LOT LINE GRANT DEED INST. NO.
N89°58'52"E 402.16'
EX FONTANA WATER COMPANY WELL
EX CURB & GUTTER
EX EP
EX R/W
NAP
PROPOSED CURB
EX LOT LINE
EX 6' SCE ESMT
R=400.00'
L=100.10'
Δ=14°20'18"
EX FH
N00°04'34"E 99.62'
PROP RECIPROCAL ACCESS ESMT WITH ADJACENT PARCEL
N89°58'52"E 150.00'
N00°06'51"E 132.00'
N00°06'51"E 150.00'
PROPOSED LOT LINE PER LLA NO.
N00°10'41"E 33.54'
N46°27'48"W 37.92'
N89°58'52"E 18.51'
N00°10'41"E 10.00'
615.19'
22' SD ESMT. TO THE CITY OF RIALTO WITH SEPARATE AGREEMENT FOR RESTORATION AND ACCESS
40' EX R/W
50' PROP R/W
10' DED
8' LS ESMT
PROP R/W
EX R/W
N89°58'52"E 1169.42'
N89°58'52"E 1320.53'
CITY OF RIALTO
CITY OF FONTANA
℄ BASE LINE ROAD
PROP MEDIAN
PROP EP
EX 17" WATER
EX 17" WATER
EX 15" WATER
EX 24" SEWER
60' EX R/W
VACANT PROPERTY
APN 0243-221-17
VACANT PROPERTY
APN 0243-221-18
VACANT PROPERTY
APN 0243-221-19
SCALE: 1" = 100'

EXHIBIT A


MIRO WAY
ALDER AVENUE
LAUREL AVENUE
BASELINE ROAD
BUILDING AREA
742,514 S.F.
53 DOCK DOORS
40 DOCK DOORS
OFFICE WITH MEZZANINE
INTERIOR BIKE RACK
DETENTION BASIN
CHURCH SITE
5 ACRES
32 PARKING STALLS
N.A.P.
OVERALL SITE PLAN
SCALE: 1" = 60'-0"
REFERENCE NORTH
TRUE NORTH

State of California—Natural Resources Agency
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

2015 ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIPT # 36-2015-509

STATE CLEARING HOUSE # *(If applicable)* 2006071021

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY: City of Rialto Development Services Department

DATE: 08/13/2015

COUNTY/STATE AGENCY OF FILING: San Bernardino

DOCUMENT NUMBER:

PROJECT TITLE

I-210 Logistics Center III: An Addendum to the Renaissance Specific Plan Final (EIR) Environmental Assessment Review No. 15-25 for all entitlment applications associated with the construction of a 742,514 sq. ft. warehouse and a 2,264 sq. ft. church.

PROJECT APPLICANT NAME: PDC OC/IE LLC

PHONE NUMBER: (949) 296-2943

PROJECT APPLICANT ADDRESS: 20411 SW Birch Street, Ste 200

CITY: Newport Beach

STATE: CA

ZIP CODE: 92660

PROJECT APPLICANT *(Check appropriate box):*

☐ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☒ Private Entity

CHECK APPLICABLE FEES:

☒ Environmental Impact Report (EIR)	$3,069.75	$	3,069.75
☐ Mitigated/Negative Declaration (MND)(ND)	$2,210.00	$	0.00
☐ Application Fee Water Diversion *(State Water Resources Control Board only)*	$850.00	$	0.00
☐ Projects Subject to Certified Regulatory Programs (CRP)	$1,043.75	$	0.00
☒ County Administrative Fee	$50.00	$	50.00
☐ Project that is exempt from fees			
☐ Notice of Exemption (attach)			
☐ CDFW No Effect Determination (attach)			
☐ Other _____		$	

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other CK# 0069203215

TOTAL RECEIVED $ 3,119.75

SIGNATURE

X Stefanie Stubblefield

PRINTED NAME AND TITLE

Stefanie Stubblefield, Deputy Clerk

ORIGINAL - PROJECT APPLICANT COPY - CDFW/ASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFG 753.5a (Rev. 11/14)

DATE FILED & POSTED
Posted On: 8/13/15
Removed On: 9/25/15
Receipt No: 30-2015-509

CLERK OF THE BOARD OF SUPERVISORS
2015 AUG 13 PM 2:48
COUNTY OF SAN BERNARDINO CALIFORNIA

NOTICE OF DETERMINATION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Rialto
Development Services Department
150 South Palm Avenue
Rialto, CA 92376

☒ Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

Project Title: I-210 Logistics Center III: An Addendum to the Renaissance Specific Plan Final Environmental Impact Report (EIR) Environmental Assessment Review No. 15-25 for all entitlment applications associated with the construction of a 742,514 square foot warehouse and a 2,264 square foot church.

State Clearinghouse Number: 2006071021 **Lead Agency Contact Person:** Gina M. Gibson, Planning Manager

Area Code/Telephone: (909) 421-7240

Project Location: Planned extension of Miro Way to the north; Baseline Road to the south; Laurel Avenue to the east; Alder Avenue to the west. (APNs: 0240-241-10 (portion), -14, -15, -16, -17, -19, -20, -21, -22, -23, -24, -30, -32, -33, -34, -37, -38, -40, -41, -47, -48, -55, -56 (portion).

Project Description: Construction of a 742,514-square-foot (sf) warehouse building on approximately 32.18 net acres. The warehouse distribution facility will include approximately 732,514 sf of floor area for warehouse uses and 10,000 sf of office uses. In addition to the warehouse, the project includes an approximately 2,264-sf church facility on 0.52 net acres to replace an existing facility that would be displaced to allow for the warehouse project. The following applications are approved for the project: (1) Addendum to the Renaissance Specific Plan Final EIR (EAR 15-25)[Resolution No. 6795]; (2) approving Amendment No. 4 to the Renaissance Specific Plan [Resolution No. 6796] to change the zoning on 1.3 acres in Planning Area 67 from Utilities/Public Facilities to Employment; (3) Variance No. 710 to vary from the setback requirements [Resolution No. 6797]; (4) Tentative Parcel Map No. 19649 to consolidate 22 parcels of land into 1 parcel of land [Resolution No. 6798]; and (5) Conditional Development Permit No. 773 to establish a church sanctuary in the Employment zone [Resolution No. 6799]. Precise Plan of Design Nos. 2399 and 2400, Lot Line Adjustment No. 224 and Development Agreement No. 15-01will be reviewed by the City for the project. The Renaissance Specific Plan was approved and the Final EIR certified (SCH 2006071021) by the City in 2010. The project is consistent with the Renaissance Specific Plan.

Project Proponent & Address: PDC OC/IE LLC, 20411 SW Birch Street, Ste. 200 Newport Beach, CA 92660

Contact Info & Phone: Jacob LeBlanc, (949) 296-2943

This is to advise that the City of Rialto approved the Addendum to the Final EIR and identified project approvals **August 11, 2015** and has made the following determinations regarding the above described project.

1. The project {☒ will ☐ will not} have a significant effect on the environment.
2. ☒ An Addendum to the Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures {☒ were ☐ were not} made a condition of the approval of the project as carried forward from the Renaissance Specific Plan Final EIR.
4. A mitigation reporting or monitoring plan {☒ was ☐ was not} adopted for this project.
5. A Statement of Overriding Considerations {☒ was ☐ was not} adopted for this project in connection with the approval of the Renaissance Specific Plan Final EIR
6. Findings {☒ were ☐ were not} made pursuant to the provisions of CEQA.

This is to certify that the Final EIR with comments and responses, the record of project approval, and the Addendum, is available to the general public at the City of Rialto, Development Services Department, Planning Division, 150 South Palm Avenue, Rialto, CA 92376

Date: August 11, 2015

Gina M. Gibson, Planning Manager

RESOLUTION NO. 15-31

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, RECOMMENDING APPROVAL OF DEVELOPMENT AGREEMENT NO. 15-01 BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC AND MAKING CERTAIN FINDINGS THEREIN RELATED TO THE PROPOSED CONSTRUCTION OF A 742,514 SQUARE FOOT DISTRIBUTION FACILITY LOCATED ON A 33+/- ACRE SITE ON THE NORTH SIDE OF BASELINE ROAD BETWEEN ALDER AVENUE AND LAUREL AVENUE IN THE EMPLOYMENT ZONE OF THE RENAISSANCE SPECIFIC PLAN.

WHEREAS, Rialto Municipal Code section 18.79.040 provides for the Planning Commission's ("Commission") consideration of development agreements as permitted by Government Code section 65864 *et seq.*; and

WHEREAS, Government Code section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property; and

WHEREAS, the City of Rialto ("City") and PDC OC/IE, LLC, a Delaware limited liability company ("Developer"), desire to enter into a statutory development agreement to vest certain land use entitlements and to encourage Developer to undertake the development of approximately 33 +/- acres of real property generally located north of Baseline Road, west of Laurel Avenue, east of Alder Avenue and south of Miro Way, ("Site"); and

WHEREAS, Developer proposes to develop the Site as a 742,514 square foot warehouse distribution center along with certain onsite and offsite public improvements, located on the north side of Baseline Road between Alder Avenue and Laurel Avenue in the Employment Zone of the Renaissance Specific Plan ("Project"); and

WHEREAS, Developer has proposed to enter into a development agreement concerning the Project to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements, except as provided in a development agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City approved the Renaissance Specific Plan (the "Specific Plan") in

November of 2010 to provide for the orderly growth and quality development of the Site in accordance with the City of Rialto General Plan (the "General Plan"); and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan and the Specific Plan; and

WHEREAS, City staff has prepared and the Developer has reviewed and has concurred with the terms and conditions of Development Agreement No. 15-01 as set forth in Exhibit "A," and incorporated herein by this reference (the "Development Agreement"); and

WHEREAS, the provisions of the proposed Development Agreement are consistent with the General Plan and Specific Plan and contains all necessary elements required by Government Code section 65864 et seq. and Chapter 18.79 of the City of Rialto Municipal Code; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Site subject to conditions and requirements set forth therein; and

WHEREAS, an Addendum to the Renaissance Specific Plan Environment Impact Report (EAR No. 15-25) ("Addendum) has been prepared and was reviewed by the Planning Commission on July 8, 2015 in accordance with the provisions of the California Environmental Quality Act ("CEQA"); and

WHEREAS, on July 8, 2015 the Planning Commission adopted Resolution Nos. 15-20 through 15-24 recommending that the City Council approve various entitlements related to the Project including the Addendum, Amendment No. 4 to the Renaissance Specific Plan , Tentative Parcel Map No. 19649 to consolidate twenty-three (23) parcels of land and create one (1) 33-acre +/- development parcel, Precise Plan Of Design Nos. 2399 and 2400, Variance No. 710, Lot Line Adjustment No. 224, and Conditional Development Permit No. 773 (collectively, "Project Entitlements"); and

WHEREAS, on August 11, 2015, the Rialto City Council adopted Resolution No. 6795 and determined that the Addendum was prepared in accordance with CEQA and that the Addendum satisfied the requirements of CEQA and no further environmental review was warranted or required regarding the Project, and approved the Project Entitlements; and

WHEREAS, the Notice of Determination for the Addendum was filed on August 13, 2015; and

WHEREAS, on August 26, 2015, the Planning Commission, opened the noticed public hearing, as required by law, on the Development Agreement, took public testimony and continued the public hearing to September 9, 2015; and

WHEREAS, on September 9, 2015, the Planning Commission, conducted and continued the public hearing to September 30, 2015; and

WHEREAS, on September 30, 2015, the Planning Commission, conducted the public hearing that was continued from August 26, 2015 and September 9, 2015, as required by law, on the Development Agreement, at which time it received input from staff, the City Attorney, and the applicant, heard public testimony, discussed the proposed Development Agreement; and closed the public hearing; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the Planning Commission at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan and Renaissance Specific Plan; and

WHEREAS, the Planning Commission has determined that by entering into the Development Agreement that: (i) the City will promote orderly growth and quality development of the Site in accordance with the goals and policies set forth in the General Plan and the Specific Plan; and (ii) significant benefits will be created for City residents and the public generally from increased employment and expanded services to an underserved area; and

WHEREAS, the Development Agreement was identified within the Initial Study and is within the scope of the Addendum and Program EIR approved earlier and the Addendum and Program EIR adequately describe the Project and its potential impacts, as well as the impacts potentially resulting from the approval of the Development Agreement for the purposes of CEQA; and

WHEREAS, the proposed approval of the Development Agreement is deemed to be a statutory exemption from the requirements of CEQA pursuant to Section 21080(b)(1) and Section 15268 – Ministerial Action, and the Project for which the Development Agreement is created has

been reviewed and encompassed in the Addendum previously approved by the City; thus no further review is required pursuant to CEQA; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. Based on the entire record before the Planning Commission, including all written and oral evidence, the Planning Commission hereby finds that the Development Agreement is consistent with the General Plan and the Renaissance Specific Plan because the Development Agreement will result in the development of the Property at the intensity and density allowed under the General Plan and consistent with the restrictions and development standards contained in the Renaissance Specific Plan.

Section 3. Based on the entire record before the Planning Commission and all written and oral evidence presented, the Planning Commission finds that: (i) the economic interests of Rialto citizens and the public health, safety and welfare will be best served by entering into the Development Agreement; (ii) this Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the area in which the Property is located; (iii) the Development Agreement is in conformity with the public convenience, general welfare and good land use practice; (iv) the Development Agreement will have an overall positive impact on the health, safety and welfare of the residents of and visitors to the City; (v) the Development Agreement will not adversely affect the orderly development or the preservation of property values for the property it governs or any other property; and (vi) the Development Agreement constitutes a lawful, present exercise of the City's police power and authority under the Development Agreement Act and the Development Agreement Ordinance; and (vii) the Development will be entered into pursuant to and in compliance with the requirements of the Development Agreement Act and the Development Agreement Ordinance.

Section 4. The Development Agreement is Statutorily Exempt from CEQA pursuant to Section 21080(b)(1) of the Public Resources Code and Section 15268 of the CEQA Guidelines,

Ministerial Projects are exempt from the requirements of CEQA. A Notice of Exemption will be filed with the San Bernardino County Clerk.

Section 5. Based on the entire record before the Planning Commission and all written and oral evidence presented to the Commission, the Planning Commission recommends that the City Council of the City of Rialto approve the Development Agreement substantive in form and content as set forth in Exhibit "A," along with other minor, non-substantive changes and modifications to the Development Agreement that may be approved by the City Attorney and City Administrator.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND APPROVED at a regular meeting of the Planning Commission this 30th day of September, 2015.

JERRY GUTIERREZ, CHAIR

CITY OF RIALTO PLANNING COMMISSION

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Rialto
150 S. Palm Avenue
Rialto, California 92376

Exempt From Recorder's Fees Pursuant to GOVERNMENT CODE §6103

(ABOVE SPACE FOR RECORDER'S USE ONLY)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RIALTO

AND

PDC OC/IE LLC

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DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** ("**Agreement**") dated for reference purposes only as of October 27, 2015, is made and entered into by and between the **CITY OF RIALTO**, a California municipal corporation (the "**City**"), and **PDC OC/IE LLC**, a Delaware limited liability company ("**Owner**").

RECITALS

A. All initially-capitalized words, terms, and phrases used, but not otherwise defined, in the Recitals shall have the meanings assigned to them in Section 1 of this Agreement, unless the context clearly indicates otherwise.

B. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the legislature of the State of California adopted the "Development Agreement Act," Government Code Sections 65864 through 65869.5. Pursuant to the Development Agreement Act and the Development Agreement Ordinance, the City is authorized to enter into an agreement with any person having a legal or equitable interest in real property, to provide for the development of such property and to vest certain development rights therein.

C. To ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the legislature, the City: (1) accepts restraints on its police powers contained in this Agreement only to the extent and for the duration required to achieve the mutual objectives of the Parties; and (2) to offset such restraints, seeks the public benefits which are provided in this Agreement.

D. Owner owns an approximately 32.12 acre area consisting of twenty-two (22) parcels of land generally located north of Baseline Road, west of Laurel Avenue, east of Alder Avenue and south of Miro Way in the City of Rialto, California (collectively, the "**Property**"), which Property is legally described in the Legal Description attached hereto as Attachment No. 1 and incorporated herein. The Property is located within the EMP (Employment) zone of the Renaissance Specific Plan (Planning Areas 64 and 65), EMP (Employment) with a Commercial Overlay (Planning Area 66).

E. Owner wishes to develop an approximately 742,514 square foot warehouse/distribution facility with certain onsite improvements and landscaping (collectively, the "**Private Improvements**") as set forth in more detail in this Agreement. Owner also intends to construct certain public improvements required as a condition of approval of the Project and/or required under the CEQA Compliance Documents approved for the Project ("**Required Public Improvements**," which are more specifically defined herein).

F. On June 3, 2015, the City of Rialto Transportation Commission approved the Project (hereinafter more specifically defined) traffic study.

G. On June 9, 2015, the City of Rialto Development Review Committee reviewed and established conditions for Tentative Parcel Map No. 19649 (the "**Tentative Map**") and recommended approval to the Planning Commission.

H. On July 8, 2015, the City of Rialto Planning Commission held a duly noticed public hearing to consider the Addendum to the Underlying EIR (defined below), the Environmental Assessment Review

Number 15-25 ("**EAR**") for the Project, Amendment No. 4 to the Renaissance Specific Plan (the "**RSP Amendment**"), Tentative Map, Lot Line Adjustment No. 224, and Precise Plan of Design No. 2400 for the Project (i.e., the CEQA Compliance Documents). On July 8, 2015, the Planning Commission (a) found and determined (subject to final approval of the City Council on August 11, 2015) that the CEQA Compliance Documents complied with all requirements of CEQA; and (b) recommended (to the City Council) the CEQA Compliance Documents for approval.

I. On August 11, 2015, the City Council held a duly noticed public hearing to consider the Addendum to the Underlying EIR (defined below), EAR, the RSP Amendment, Tentative Map, Lot Line Adjustment No. 224, and Precise Plan of Design No. 2400 for the Project (i.e. the CEQA Compliance Documents). On August 11, 2015, the City Council (a) found and determined that the CEQA Compliance Documents complied with all requirements of CEQA; and (b) certified or approved, as applicable, the CEQA Compliance Documents for the Project.

J. On August 13, 2015, a Notice of Determination for the Addendum to the Underlying EIR was filed.

K. On September 30, 2015, as required by California Government Code Section 65867, the Planning Commission held a duly noticed public hearing to consider this Agreement in connection with its recommendation to the City Council regarding adoption or certification, as applicable, of the approval of this Agreement. The Planning Commission found and determined that: (a) this Agreement is within the scope of the CEQA Compliance Documents; (b) this Agreement is consistent with the City's General Plan and the Renaissance Specific Plan (as amended by the RSP Amendment); (c) this Agreement is compatible with the orderly development of property in the surrounding area; (d) this Agreement will have an overall positive impact on the health, safety and welfare of the residents of and visitors to the City; (e) this Agreement constitutes a lawful, present exercise of the City's police power and authority under the Development Agreement Act and the Development Agreement Ordinance; and (f) this Agreement will be entered into pursuant to and in compliance with the requirements of the Development Agreement Act and the Development Agreement Ordinance. Based on these findings and determinations, the Planning Commission approved a motion recommending to the City Council the approval of this Agreement.

L. On October 13, 2015, the City Council held a duly noticed public hearing to consider this Agreement. On October 13, 2015, the City Council found and determined that: (a) this Agreement is within the scope of the CEQA Compliance Documents; (b) this Agreement is consistent with the City's General Plan and the Renaissance Specific Plan (as amended by the RSP Amendment); (c) this Agreement is compatible with the orderly development of the Property and the surrounding area; (d) this Agreement will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; (e) this Agreement constitutes a lawful, present exercise of the City's police power and authority under the Development Agreement Act and Development Agreement Ordinance; (f) this Agreement is entered into pursuant to and in compliance with the requirements of the Development Agreement Act and the Development Agreement Ordinance; and (g) introduced for first reading Ordinance No. [to be inserted: ____] (the "**Enabling Ordinance**"). On October 27, 2015, the City Council conducted the second reading of the Enabling Ordinance thereby approving this Agreement, to become effective thirty (30) days after the adoption thereof (i.e., effective on November 26, 2015).

M. On October 14, 2015, Owner received approval for the Project, including Precise Plan of Design No. 2400, from the City of Rialto Development Review Committee. Development of the Project shall comply in all material aspects with Precise Plan of Design No. 2400 and the Existing Entitlements.

N. The City and Owner wish to enter into this Agreement in order to set forth the terms and conditions of the vesting of certain development rights and to effectuate and memorialize the Parties' negotiated agreement of various fee and improvement matters. By electing to enter into this Agreement, the City shall bind the City and future City Councils to the obligations specified herein and limit the future exercise of certain governmental and police powers of the City, subject to the Reserved Powers.

O. The terms and conditions of this Agreement have undergone extensive review by the City's Planning Commission and the City Council and have been found to be fair, just and reasonable.

P. All of the procedures required by CEQA have been satisfied based on the EAR and the Addendum to the previously-certified Environmental Impact Report for the Renaissance Specific Plan (collectively, the "**Addendum to the Underlying EIR**") as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed. The City has made certain findings and determinations that this Agreement and the Project can be supported by the CEQA Compliance Documents (defined below) in compliance with all applicable requirements of CEQA.

Q. This Agreement and the Project are consistent with the Rialto General Plan, the Renaissance Specific Plan, and the Rialto Municipal Code, as applicable.

R. The various exchanges contemplated in this Agreement are in the vital and best interest of the City and the welfare of its residents and are in accordance with the public purposes and provisions of applicable Laws.

S. The foregoing Recitals constitute a substantive part of this Agreement.

AGREEMENT

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Addendum to the Underlying EIR**" is defined in Recital P. The Addendum to the Underlying EIR was approved by the City Council on August 11, 2015 and a Notice of Determination for the Addendum to the Underlying EIR was filed on August 13, 2015.

"**Agreement**" shall mean this Development Agreement.

"**Annual Review**" is defined in Section 12.1.

"**Applicable Land Use Regulations**" means the Land Use Regulations in effect on the Effective Date.

"**Applicable Rules**" means this Agreement, the Existing Entitlements, the Applicable Land Use Regulations, the Development Agreement Act, the Development Agreement Ordinance, the Development

Impact Fees described in Sections 3.2 and 3.3 and Attachment No. 2 and the Fair Share Fees described in Attachment No. 7.

"**Baseline/Alder Improvements**" means the Required Public Improvements described as Items 1 and 3 on Attachment No. 4.

"**Baseline/Alder Traffic Signal (Modification)**" means the Required Public Improvements described as Item 6 on Attachment No. 4.

"**Baseline/Laurel Traffic Signal**" means the Required Public Improvements described as Item 7 on Attachment No. 4.

"**Building Codes**" shall mean standard, uniform codes governing construction. Examples of Building Codes include the City's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code, Grading Code, the 2013 California Plumbing Code, the 2013 California Mechanical Code, the 2011 National Electric Code, the 2013 California Electrical Code, the 2013 California Energy Code, the 2013 California Administrative Code and the 2013 California Fire Code (including amendments thereto by the San Bernardino Fire Authority), as modified and amended by official action of the City in accordance with the provisions of Health and Safety Code Section 17958.7.

"**Business Day**" means Monday through Thursday, excepting holidays.

"**CEQA**" means the California Environmental Quality Act, Public Resources Code Section 21000, *et seq*. and the implementing regulations promulgated thereunder, set forth in Title 14 Cal. Code Regs. Section 15000, *et seq*.

"**CEQA Compliance Documents**" means the Addendum to the Underlying EIR and Environmental Assessment Review No. 15-25 (the "**EAR**"), the RSP Amendment, Tentative Map, Lot Line Adjustment No. 224, and Precise Plan of Design No. 2400 for the Project approved by the City Council and/or Planning Commission, as applicable, in compliance with CEQA, and additional focus studies evaluating the environmental impacts of the Project and the City Council's findings and determinations with respect thereto.

"**City**" shall mean the City of Rialto.

"**City Administrator**" means the Administrator of the City and his or her authorized designees.

"**City Agency**" means each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and Planning Commission.

"**City Council**" shall mean the City's duly-elected and/or appointed City Council.

"**Conditions Precedent**" means the requirements set forth in Section 3.6.

"**Construction Manager**" means the construction manager or general contractor, as applicable, that is hired by Owner to oversee construction of the Project. Construction Manager shall not perform actual construction work but shall enter into subcontracts for construction of the Project. The subcontracts

for the Public Improvements shall only be awarded after competitive bidding in accordance with Section 2.8. Owner's contract with Construction Manager shall be in the manner of a "cost plus" construction contract. The Construction Manager's fee shall be subject to the reasonable approval of the City, which approval shall not be withheld if such fee is equal to or less than four percent (4%) of the actual Hard Costs of constructing the applicable Public Improvements.

"**Convey**" and "**Conveyance**" shall include the sale, transfer or assignment, but not the leasing, of any portion of the Property or the sale, transfer or assignment of more than fifty percent (50%), cumulatively, of the ownership interests in Owner; *provided, however,* that a sale, transfer or assignment of the Property or any portion thereof to any corporation, partnership, limited liability company or other entity controlling, under the control of or in common control with Owner shall not constitute a "**Conveyance**" hereunder so long as original Owner is not released from its obligations hereunder in connection with such sale, transfer or conveyance; *provided, further,* expressly excluded from the definition of "**Convey**" and/or "**Conveyance**" is (a) any granting by Owner of any easements, access or use rights to any third party for utilities, right of way, reciprocal access or parking rights to adjacent or nearby property owners or occupants, or other similar rights reasonably and customarily granted to third parties in connection with similar development projects, and due diligence studies and/or inspections by prospective purchasers or tenants, (b) any Dedications or Reservations, (c) any sale, transfers or assignments of the Property or any portion thereof by Owner to any Financier for security purposes or otherwise included within the definitions of "**Encumber**" or "**Encumbrance**," and/or (d) any sale, transfer or assignment of the Property to an entity in which Owner and/or Owner's affiliates has a direct or indirect ownership interest. Owner, upon request from the City, shall deliver to the City reasonably satisfactory evidence of compliance with this provision.

"**County**" means the County of San Bernardino, California.

"**Dedication**" and "**Dedicate**" shall mean Owner's grant of real property or an interest therein to the City or another governmental, public agency or non-profit entity for a public purpose.

"**Development**" shall have the same definition as in California Government Code Section 65927, as that statute exists on the date the Enabling Ordinance is adopted.

"**Default**" means the failure of a Party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 13.3.3 hereof.

"**Development Agreement Act**" means Government Code Sections 65864 through 65869.5.

"**Development Agreement Ordinance**" means Ordinance No. 1121, adopted in 1990 (§§ 18.79.010, *et seq*. of the Rialto Municipal Code) pursuant to which the City has adopted procedures and requirements for considering, approving and administering development agreements.

"**Development Exaction**" shall mean and include Development Impact Fees, Fair Share Fees, Dedications, Reservations, special taxes, general taxes (other than ad valorem property taxes), improvements, and any other obligation to pay money, construct facilities, or provide land as a condition of Development or of obtaining an Entitlement.

"**Development Impact Fee**" means any impact fees, linkage fees, or exactions or other similar impact fees or charges (whether collected as a condition to issuance of demolition, grading and/or building

permits, or otherwise) imposed by the City on and in connection with new development pursuant to the Applicable Land Use Regulations. Development Impact Fees do not include (a) Processing Fees and Charges or (b) impact fees, linkage fees, exactions, assessments or fair share charges or other similar fees or charges imposed by other governmental entities regardless of whether the City is required to collect or assess such fees pursuant to applicable Laws (e.g., school district impact fees pursuant to Government Code Section 65995 or Transportation Mitigation Fees imposed by the San Bernardino Association of Governments). The formulas for calculating the Development Impact Fees to be imposed on the Project pursuant to Sections 3.2 and 3.3 of this Agreement are set forth in Attachment No. 2, which is attached hereto and incorporated herein.

"**Development Project**" shall have the same definition as in California Government Code Section 65928, as that statute exists on the date the Enabling Ordinance is adopted.

"**Discretionary Action**" means an action proposed by Owner which requires the exercise of judgment, deliberation or a decision on the part of the City and/or any City Agency in the process of approving or disapproving a particular activity, as distinguished from an activity such as the issuance of Ministerial Permits and Approvals, which merely requires the City and/or any City Agency to determine whether there has been compliance with applicable, objective statutes, ordinances and/or regulations.

"**DO Date**" is defined in Section 7.7.

"**Effective Date**" shall mean the earlier to occur of (a) the date of recordation of this Agreement, or (b) November 26, 2015; *provided, however,* notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be recorded or effective unless and until Owner has acquired the Property.

"**Enabling Ordinance**" shall mean City Ordinance No. ____ by which this Agreement was approved.

"**Encumber**" and "**Encumbrance**" shall refer to mortgages, deeds of trust, and any other device by which Owner uses all or any portion of Owner's interest in the Property to secure a loan.

"**Entitlements**" shall mean all statutes, ordinances, decisions, resolutions, permits, rules, regulations, and official policies of the City that govern permitted uses, density, design, construction standards and specifications, density or intensity of use, height and size of buildings, Reservation or Dedication of land for public purposes, growth management, development impact fees, fair share fees, special taxes and special assessments used to mitigate the impacts of Development, environmental analysis, and/or environmental mitigation, applicable to property or prerequisite to the construction and occupancy of a Development Project. Examples of "**Entitlements**" include but are not limited to general plans, community plans, specific plans, designations in such plans, zoning designations and regulations, subdivision maps, use permits, special use permits, conditional use permits, temporary use permits, home occupation permits, Municipal Code and zoning ordinance provisions, development plans, site plans, design reviews, variances, building permits, agreements governing parks, improvement agreements, conditions of approval, Precise Plan of Design, and certificates of occupancy. The term "**Entitlements**" is not dependent on the nature (such as legislative, quasi-judicial, ministerial, or administrative) of the matter in question.

"**Existing Entitlements**" shall mean all Entitlements applicable to Development of the Property as of the date the Enabling Ordinance is adopted. The Existing Entitlements include the EAR, the RSP Amendment, Tentative Map, Lot Line Adjustment No. 224, and Precise Plan of Design No. 2400 for the Project. The Existing Entitlements shall expressly set forth all of the applicable conditions for approval for the Development of the Project (the "**Conditions for Approval**") and other than the Conditions for Approval as set forth in the Existing Entitlements (and approved by Owner) and the requirements of this Agreement, there shall be no other conditions for approval for the Development of the Property imposed by the City or any City Agency.

"**Fair Share Fees**" shall mean the fees described in Attachment No. 7, which is attached hereto and incorporated herein by this reference.

"**Financier**" shall mean any mortgagee, beneficiary, or trustee as to an Encumbrance.

"**Force Majeure**" shall mean problems or occurrences beyond the control of the affected Party that delay a Party's performance of its obligations under this Agreement. Examples of Force Majeure include but are not limited to floods, earthquakes, adverse weather conditions (with respect to weather sensitive work) and other Acts of God; fires; wars; civil commotion, riots, and similar hostilities; strikes, picketing, and other labor difficulties; shortages of materials or supplies; inability of any government agency, including but not limited to the City, to provide adequate levels of public services or facilities to the Property, including, by way of illustration only, a lack of water caused by drought; Laws of other agencies (including but not limited to voter initiative or referenda, moratoria, and judicial decisions); and Litigation brought by a third Party challenging the validity of this Agreement, an Existing City Law, or a Subsequent Approval; *provided, however,* expressly excluded from the definition of "**Force Majeure**" with respect to the City's performance of any of the obligations of the City is any action which is prevented or delayed as a result of the City's actions or failure to act. For the avoidance of doubt, the City's legislative or police actions which impair the City's performance of the City's obligations under this Agreement shall not be deemed or construed to be conditions of "**Force Majeure**."

"**Hard Costs**" mean and include direct costs of construction including materials and labor as included in the Construction Contract, but shall exclude Soft Costs and further shall exclude the internal administrative salaries of the entity performing the work in question.

"**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any Laws, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "acutely hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq*. (42 U.S.C. § 6903), (x) defined as

"hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq*. (42 U.S.C. § 9601), (xi) Methyl-Tertiary Butyl Ether, or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Laws either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment.

"**Indemnitees**" shall mean the City and its elected and appointed officials, employees, volunteers, agents, and representatives.

"**Indemnitor**" shall mean Owner and its permitted successors in interest to the Property and/or the Project, and/or permitted assignees of Owner's rights under this Agreement.

"**Land Use Regulations**" means all ordinances, resolutions, codes, rules, regulations and official policies of the City adopted by ordinance or resolution governing the development and use of land, including, without limitation, the Development Agreement Ordinance and/or any other ordinance or resolution governing the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property and the design, improvement and construction standards and specifications applicable to the Development of the Project and/or any actions of the City and/or any City Agency in connection with either the Entitlements, the Precise Plan of Design, or Subsequent Approvals, whether Discretionary Actions or Ministerial Actions and Approvals. "**Land Use Regulations**" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

(a) the conduct of businesses, professions, and occupations except subdivisions;

(b) taxes and assessments;

(c) the control and abatement of nuisances; and/or

(d) the exercise of the power of eminent domain.

"**Law**" shall mean and include any official legislative enactment of a governmental agency, public body, or court that binds the Parties. "**Laws**" shall include but not be limited to case law, constitutional provisions, statutes, ordinances, initiatives, resolutions, policies, orders, rules, and regulations, including all Relocation Laws. A matter is a Law regardless of whether it was imposed by a legislative body (such as the City Council or State Legislature), an administrative agency (such as the Public Utilities Commission), the electorate (as by initiative or referendum), court (by judgment, order or opinion), or any other official body (such as the Planning Commission), and regardless of whether it is federal, state, or local.

"**Legal Description**" means the description of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

"**Liabilities**" are defined in Section 15.

"**Litigation**" shall include all forms of judicial or quasi-judicial proceedings, including but not limited to complaints (for damages, declaratory relief, or otherwise), arbitrations, judicial references, petitions (for traditional mandate, administrative mandate, or otherwise), and appeals, no matter how denominated.

"**Material Change in the Project**" shall mean any change in intensity, use, or configuration from the Project as described in the Existing Entitlements that would require preparation of a subsequent or supplemental environmental impact report, or an addendum to the Addendum to the Underlying EIR pursuant to CEQA if such environmental impact report, or an addendum to the Addendum to the Underlying EIR concludes that the impact from such change in the Project is greater than the impacts under the Existing Entitlements.

"**Ministerial Permits and Approvals**" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in connection with the implementation of the Entitlements which merely require the City and/or any City Agency to determine whether there has been compliance with applicable, objective statutes, ordinances and/or regulations, including without limitation, building permits, public works permits, grading permits, encroachment permits and other similar permits and approvals. "**Ministerial Permits and Approvals**" shall not include any Discretionary Actions.

"**Municipal Code**" shall mean the City's municipal code.

"**Notice**" means any approval, disapproval, demand, appeal, document or other notice to be delivered to a Party or otherwise pursuant to this Agreement.

"**Owner**" shall mean PDC OC/IE LLC, a Delaware limited liability company, and its successors in interest as to the Property.

"**Party**" shall mean the City or Owner.

"**Parties**" shall mean the City and Owner.

"**Permits**" means all grading, building, and other permits required to be obtained by Owner prior to and as a condition precedent to the commencement of construction of the Private Improvements and/or Public Improvements.

"**Planning Commission**" shall mean the City's duly-appointed Planning Commission.

"**Precise Plan of Design**" means a design plan for the Project that is required to be submitted by Owner and approved by the City, which shall include a Precise Plan of Design application, a plot plan, floor plan, colored elevation details for all sides of the proposed building, color and material board, a landscaping plan, and other information reasonably requested by the City Planning Division.

"**Private Improvements**" is defined in Recital E. The Private Improvements are depicted in Attachment No. 3 attached hereto and incorporated herein by this reference.

"**Processing Fees and Charges**" means all processing fees and charges required by the City uniformly in connection with all new construction, including, but not limited to, fees for land use applications, project permits, building permit applications, building permits, grading permits, encroachment permits, tract

maps, parcel maps, lot line adjustments, air right lots, street vacations, certificates of occupancy and other similar permits. "**Processing Fees and Charges**" shall not include Development Impact Fees, Fair Share Fees or any exaction, impact fee, sharing fee or other fee or charge that is in the nature of a development impact fee or fair share fee.

"**Project**" shall mean the Development of the Private Improvements and Required Public Improvements pursuant to the Existing Entitlements and Applicable Land Use Regulations.

"**Property**" shall mean the real property legally described in Attachment No. 1, which is attached hereto and incorporated herein by this reference.

"**Public Improvement Construction Costs**" means the costs of constructing the Required Public Improvements as set forth in the Construction Contract (defined in Section 2.8.2) and other costs associated with the construction, installation, and completion of the Public Improvements, including bond costs, permit fees, engineering costs, third party construction management fees, delivery costs, and reasonable and customary costs of bid administration.

"**Public Improvements**" means the Required Public Improvements.

"**Regional Traffic Fee**" and "**Regional Traffic Impact Fee**" shall mean the Regional Traffic Impact Fee assessed by the City of Rialto with respect to the Project pursuant to the San Bernardino Associated Governments ("**SANBAG**") - Regional Traffic Fee Nexus Study, as described in Attachment No. 2.

"**Relocation**" and "**Relocation Laws**" shall mean all applicable federal and state relocation laws and regulations, including without limitation, (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("**URA**"), 42 U.S.C. §§ 4201–4655, and the implementing regulations thereto set forth in 49 CFR Part 24, (ii) the California Relocation Assistance Act, Government Code Section 7260, *et seq*., and the implementing regulations thereto set forth in Title 25, Section 6000, *et seq*., of the California Code of Regulations, and (iii) any other applicable federal, state or local enactment, regulation or practice providing for relocation assistance, benefits, or compensation for moving and for property interests (including without limitation goodwill and furnishings, fixtures and equipment, and moving expenses).

"**RSP Amendment**" shall mean Amendment No. 4 to the Renaissance Specific Plan.

"**RSP/EIR Fee**" shall mean the Renaissance Specific Plan (RSP)/Environmental Impact Report (EIR) Fair Share Fee assessed by the City of Rialto with respect to the Project to reimburse the planning and environmental costs related to the preparation of the Renaissance Specific Plan, as described in Attachment No. 2.

"**RSP Traffic Impact Fee**" shall mean the Renaissance Specific Plan (RSP) – Traffic Mitigation Fair Share Fee assessed by the City of Rialto with respect to the Project to mitigate the traffic impacts of development within the Renaissance Specific Plan, as described in Attachment No. 2.

"**Required Public Improvements**" means and includes all public improvements required as a condition of approval of the Project and/or required by the CEQA Compliance Documents approved for the Project which are described as the improvements described in items 1 through 7 in Attachment No 4.

"**Reservation**" shall mean the setting aside of land for future public use, without any legal right, title or interest being conveyed other than the promise to convey an interest upon payment of fair market value for such land.

"**Reserved Powers**" means the rights and authority excepted from the assurances and rights provided to Owner under this Agreement and reserved to the City under Section 5 of this Agreement.

"**Site Plan**" means the Site Plan depicted in Attachment No. 3, which is attached hereto and incorporated herein.

"**Soft Costs**" mean and include indirect or design costs of construction, including architectural, engineering, financing, inspection and testing, legal, permits and fees, and other pre- and post-construction professional services expenses, delay costs, management fees, and administrative expenses. In order for Soft Costs to be reimbursable to Owner pursuant to this Agreement, the City must be able to verify that such Soft Costs are specifically attributable to the specified Public Improvement(s) for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by the City Administrator.

"**Special Review**" is defined in Section 12.2.

"**State**" means the State of California.

"**Subsequent Approvals**" shall mean and include all Entitlements requested by Owner that are not yet existing and are necessary for Development of the Project.

"**Term**" is defined in Section 9.2.

"**Underlying EIR**" shall mean the Underlying EIR which was certified by the City on November 8, 2010 and a Notice of Determination for the Underlying EIR was filed on November 10, 2010.

"**Vesting Term**" is defined in Section 3.3. The Vesting Term may be modified by amendment of this Agreement in accordance with Section 6.

2. Development of the Property. While this Agreement is in effect, Owner shall have the vested right to Develop the Project at the Property pursuant to the Applicable Rules and the City shall have the right to control Development in accordance with the terms and conditions of the Existing Entitlements, all Applicable Rules, and this Agreement.

2.1 **Uses**. The Property may be used in accordance with the Existing Entitlements, all Subsequent Approvals, and the Applicable Land Use Regulations.

2.2 **Intensity**. Permitted density and intensity of use vested hereby shall be the maximum permitted by the Existing Entitlements, all Subsequent Approvals, and the Applicable Land Use Regulations.

2.3 **Size**. The maximum height and size of buildings vested hereby shall be as set forth in the Existing Entitlements, all Subsequent Approvals, and the Applicable Land Use Regulations.

2.4 **Description of the Development**. Owner shall construct the Project at the Property substantially in accordance with all Applicable Rules, all Subsequent Approvals, and any and all other documents submitted by Owner and approved by the City as set forth herein. In connection with and as a condition of regulatory approval for the Development of the Project as set forth in the Existing Entitlements, Owner will be required to construct the Required Public Improvements. All construction on the Property shall adhere to the Building Codes.

2.4.1 This Agreement and the Development of the Project at the Property have been determined to be consistent with the current Rialto General Plan, the Renaissance Specific Plan (as amended by the RSP Amendment), and the existing zoning restrictions affecting the Property. To the extent that there is a conflict between this Agreement and any future amendments to the Rialto General Plan and zoning restrictions, this Agreement shall supersede such changes to the extent set forth in Sections 2, 3, 4 and 5 of this Agreement.

2.4.2 The Property is located within the EMP (Employment) zone of the Renaissance Specific Plan (Planning Areas 64 and 65), EMP (Employment) with a Commercial Overlay (Planning Area 66). The EMP zone accommodates a mixture of professional office, light industrial, research and development, business park, light manufacturing, assembly, and related storage and support services uses.

2.5 **Issuance of Building Permits**. No building permit, final inspection or certificate of occupancy shall be withheld from Owner if Owner has complied with the requirements of this Agreement and the terms of the Existing Entitlements and any Subsequent Approvals. If necessary, the City shall use reasonable, good faith efforts to process in a prompt and timely manner any other Entitlements that are necessary to accomplish this goal.

2.6 **Timing of Development**. In order to avoid the result in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the City and Owner agree that Owner shall have the right, without obligation, to develop the Project in such order and at such rate and times as Owner deems appropriate within the exercise of its subjective business judgment, subject only to the Existing Entitlements. Furthermore, the City shall not (whether by City Council action, initiative or otherwise) limit the rate or timing of Development of the Project except as expressly authorized by the Existing Entitlements. Nothing in this section shall be construed to limit the City's right to require that Owner timely provide all Required Public Improvements in accordance with the Existing Entitlements and this Agreement.

2.7 **Compliance with Laws**. Owner shall carry out the design and construction of the Project in conformity with all applicable Laws.

2.7.1 **Public Works Requirements**. Owner shall design and (as applicable) construct the Project in conformity with all applicable federal and State labor Laws (including, without limitation, with respect to the Required Public Improvements, the requirements under California Law to pay prevailing wages and to hire apprentices and all applicable public bidding requirements). The City and Owner acknowledge and agree that, due to the provision of reimbursements by the City for Hard Costs and/or, if applicable, Soft Costs incurred by Owner for the Public Improvements, the construction and installation of the Public Improvements shall be considered "public works" pursuant to Labor Code Section 1720, *et seq.* Notwithstanding anything to the contrary set forth in this Agreement, Owner shall be solely responsible for determining and effectuating compliance with such Laws, and the City makes no

representation as to the applicability or non-applicability of any of such Laws to the performance of the Project or any part thereof. Owner hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to Owner or its contractor(s) for the Project, in writing or otherwise, in a call for bids or otherwise, that the Project is not a "public work," as defined in Section 1720 of the Labor Code. Owner hereby agrees that, with respect to the construction and installation of the Public Improvements, Owner and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Labor Code Section 1770, *et seq*., and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Upon the periodic request of the City, Owner shall certify to the City that it is in compliance with these requirements.

2.7.2 **Prevailing Wage Indemnification**. Owner shall indemnify, protect, defend and hold harmless the Indemnitees, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or "**Increased Costs**" (including reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) which, in connection with the Project, results or arises from the following: (1) the noncompliance by Owner of any applicable Law, including, without limitation, any applicable federal and/or State labor Laws (including, without limitation, if applicable, the requirement to pay State prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar Law; and/or (3) failure by Owner to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar Law. It is agreed by the Parties that, in connection with the Project, including, without limitation, any and all public works (as defined by applicable Law), Owner shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California Law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar Law. "**Increased Costs**," as used in this Section 2.7.2, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing obligations set forth in this Section 2.7.2 shall survive termination of this Agreement and shall terminate upon the expiration of all statutes of limitation applicable to claims with respect to which Owner is required to indemnify the Indemnitees pursuant to this Section 2.7.2.

2.8 **Bidding and Award**.

2.8.1 Owner or Owner's Construction Manager shall competitively bid and award construction contracts with subcontractors for the Required Public Improvements in accordance with the City's requirements, which requirements are attached hereto as Attachment No. 5 and incorporated herein. Alternately, subcontractors may be pre-qualified in accordance with Public Contract Code Section 20101.

2.8.2 Prior to awarding the bid for any portion of the Required Public Improvements, Owner shall submit the bid packet and a set of construction drawings for the work being bid to the Public Works Director of the City for review and approval which approval shall be granted or denied within twenty (20) calendar days after submission of such bid packet (or such additional time as reasonably requested by the Public Works Director) or the Construction Manager's bid packet submission will be deemed approved. If the City's Public Works Director denies approval of such bid packet and construction drawings, the City's Public Works Director shall specify the reasons for such disapproval and Owner may

resubmit a revised bid packet for review and approval until such approval is obtained. Owner shall provide the Public Works Director with copies of all bids received from subcontractors and a bid summary in a form approved by the Public Works Director to assure that Construction Manager adheres to the applicable legal requirements for public works projects. Construction Manager shall enter into a construction contract with each subcontractor selected to perform work on the Public Improvements (after competitive bidding as set forth above), (each, a "**Construction Contract**") for the performance of the work set forth in the selected subcontractor's bid, and the terms of each Construction Contract entered into by Construction Manager and a subcontractor shall be reasonably acceptable to City Administrator. Owner shall submit to the City a copy of each executed Construction Contract for the Required Public Improvements within fifteen (15) days after execution thereof. For purposes of this Agreement, "**Construction Contract**" shall also mean the construction contract between Owner and Construction Manager.

2.8.3 The City finds that full compliance with the otherwise applicable requirements of the Public Contracts Code for the bidding of design and construction management services would be unavailing, would not produce an advantage for the City, and would thus be undesirable, impractical, and impossible as authorized by *Graydon v. Pasadena Redevelopment Agency et al*. (1980) 104 Cal. App. 3rd 631 and the cases cited therein. To that end, the City hereby approves the following design and construction management professionals for the Project:

(a) SB&O, Inc., for civil engineering and staking services; and

(b) Southern California Geotechnical, for geotechnical and testing services; and

(c) Hunter Landscape, Inc., for landscape and irrigation design services; and

(d) SB&O, Inc., for street lighting planning services; and

(e) Alston Construction Company, Inc. or Millie and Severson, Incorporated, as the Construction Manager.

2.9 **Design and Management Professionals' Cost Estimate; Public Improvement Budget**. Owner has submitted a "**Public Improvement Budget**" which is attached hereto as Attachment No. 6 and incorporated herein by this reference. The Public Improvement Budget includes the following cost estimates relating to the Development of the Required Public Improvements: (1) plan check and permit fees, (2) construction labor and material with unit costs and quantities as applicable, (3) inspection and testing fees, (4) the cost of labor, material and performance bonds, (5) construction management costs, and (6) contingency reserves. Any changes to the Public Improvement Budget after the Effective Date shall be submitted to the City Administrator for his or her written approval.

2.10 **No Liability of the City for Obligations of Owner or Development of the Project**. Nothing set forth in this Agreement shall be construed to impose any liability on the City with respect to or arising from Owner's obligations set forth in this Agreement or in the Existing Entitlements or any other Applicable Rules, including without limitation Development of the Project or any portion thereof.

3. Development Exactions.

3.1 **Reservations, Dedications and Improvements**. Reservations and Dedications of land and the provision of improvements and facilities for public purposes shall be those, and only those, appearing in the Existing Entitlements, any and all Subsequent Approvals, the Applicable Land Use Regulations, and/or this Agreement.

3.2 **Owner's Obligation to Pay Fees**. In connection with the issuance of a building Permit for the Private Improvements, Owner shall pay all required Development Impact Fees (subject to Sections 3.3 and 3.5), Fair Share Fees (subject to Section 3.2.1) and Processing Fees and Charges imposed by the City and any and all other fees and charges imposed by any other regulatory agency with jurisdiction over the Property or the Project within the time and in the manner prescribed by such agency or the City, and shall receive such credits and/or reimbursements for improvements constructed in accordance with the provisions set forth in the Rialto Municipal Code and as set forth in this Agreement.

3.2.1 **Fair Share Fees**. Owner shall not be required to pay the Fair Share Fees described in Attachment No. 7 under the heading "In-Lieu Fees," totaling $243,234 ("**In-Lieu Fees**"); provided that Owner has paid (or received credits for) the RSP Traffic Impact Fee and the Regional Traffic Fee, both as set forth in Attachment No. 2. Owner shall pay the full amount of the RSP/EIR Fee prior to the issuance of a building Permit for the Property.

3.3 **Development Impact Fee Lock Term**. Commencing on the Effective Date and continuing until the third (3rd) anniversary of the Effective Date (subject to extension for Force Majeure, the "**Vesting Term**"), the Development Impact Fees imposed by the City with respect to the Project shall be those Development Impact Fees as described and set forth in Attachment No. 2, which is attached hereto and incorporated herein, which represent a negotiated continuation of the Development Impact Fee schedule in effect upon the Effective Date of this Agreement. As noted in Attachment No. 2, neither the Regional Traffic Fee (levied by SANBAG), the Fontana Unified School District Developer Fee nor any other fee levied by any agency other than the City are fixed or locked in by this Agreement. If, during the Vesting Term, there is no Material Change in the Project and the Project remains materially consistent with the terms of this Agreement and the Entitlements, the Development Impact Fees imposed by the City on the Project may not be increased in amount (for the avoidance of any doubt, such limitation on increase during the Vesting Term includes a restriction on the City's ability to annually adjust such Development Impact Fees); *provided, however,* any Material Change in the Project may result in decreased or increased Development Impact Fees. After the expiration of the Vesting Term, development of the Project shall be subject to any and all Development Exactions imposed by the City in accordance with any applicable Law and/or the Municipal Code. Owner acknowledges that the City has completed one or more Nexus Fee Studies and has increased the generally applicable Development Impact Fees imposed by the City effective as of the Effective Date of this Agreement, and the City may increase such generally applicable Development Impact Fees annually thereafter, and that, in the absence of this Agreement, the Project would be subject to the Development Impact Fees in place at the time any building Permits are issued by the City for the Private Improvements, or as otherwise required by the Municipal Code. As further set forth in Sections 5.8 and 5.10 below, nothing in this Agreement is intended to prevent the imposition of fees or other exactions by any governmental entity not affiliated with the City.

3.4 **Right of Way Acquisition, Dedication and Improvement**.

(a) Owner shall provide the City with documentation (executed and acknowledged by Owner, as applicable) required for the City to dedicate right of way within ninety (90) days of acquiring all parcels comprising the Property and Owner shall construct all Required Public Improvements as contemplated by Attachment No. 4. To the extent real property owned by the City as of the Effective Date is needed for right of way for Public Improvements, the City shall Dedicate such property for public right of way at no cost to Owner, unless prevented from doing so by applicable Laws; *provided, however,* Owner's obligations with respect to Public Improvements on such public right of way shall be conditioned upon such Dedication and the City providing access to such public right of way as needed to fulfill Owner's obligations hereunder. Owner shall use all commercially-reasonable efforts to obtain any required right of way or access to private property not owned by the City in connection with any Dedication or construction of the Required Public Improvements (as defined in Items 1 through 7 of Attachment No. 4); *however,* if the Owner is unable to obtain such required right of way, Owner shall request that the City obtain such required right of way (at Owner's sole cost and expense). Thereafter, the City shall use good faith efforts to obtain such required right of way, subject to Owner's payment of all costs incurred by the City to obtain such right of way. Nothing herein shall obligate the City to pursue eminent domain proceedings to acquire such public right of way and City retains full discretion to consider same in accordance with State law. In the event the City is unable to obtain the required right of way, Owner and the City shall meet and confer regarding potential changes to the design of the Project and/or the Required Public Improvements and/or the waiver of specified conditions and/or a monetary payment in lieu of the obligation to construct the Required Public Improvements or any portion thereof; *provided, however,* nothing in this Agreement or Attachment No. 4 shall be construed to waive any required condition of approval of the Project.

(b) To the extent that there are any costs or expenses in connection with the acquisition of any land (other than the Property) as required for the Baseline/Alder Improvements, the Baseline/Alder Traffic Signal (Modification), and/or the Baseline/Laurel Traffic Signal, then to the extent provided in Section 3.4(c), the City shall reimburse Owner for the same (or credit Owner for the same in the form of the Fee Credits provided in Section 3.5.1). Prior to incurring any such costs, Owner shall prepare and deliver to the City for the City's review and approval an estimate of such acquisition costs.

(c) With respect to any costs or expenses in connection with the acquisition of any land (other than the Property) as required for the Required Public Improvements, Owner shall be responsible for a portion of such costs ("**Owner's Share**") in an amount equal to the fifty percent (50%) of the Net Expense (as hereinafter defined) up to a maximum amount of Forty Thousand and no/100ths Dollars ($40,000.00). For purposes of this Section, "**Net Expense**" shall mean the positive difference between (i) the total of all costs and expenses incurred in connection with the acquisition of any land (other than the Property) as required for the Required Public Improvements ("**Total ROW Costs**"), and (ii) any and all net proceeds generated from any vacation of public right of way in connection with the Project (including, without limitation, net proceeds from the vacation of a portion of Laurel Avenue near Baseline Avenue) ("**Vacation Proceeds**"). The City shall cooperate with Owner and provide Owner access to all information necessary in order to determine Total ROW Costs, Vacation Proceeds and Net Expense. Within forty-five (45) days after the determination of Total ROW Costs and Vacation Proceeds. the City shall reimburse Owner (or credit Owner in the form of Fee Credits provided in Section 3.5.1) in an amount equal to the Total ROW Costs less Owner's Share.

3.5 **Deferrals of Development Impact Fees for Required Public Improvements**. The City hereby agrees to defer Owner's obligation to pay the following Development Impact Fees, which deferred Development Impact Fees would otherwise be payable to the City in connection with the issuance of any building Permits for the Project:

3.5.1 **Fee Credits**.

(a) **Baseline/Alder Improvements; Regional Traffic Fee**. Upon completion of construction of the Baseline/Alder Improvements and satisfaction of the Conditions Precedent set forth in Section 3.6, the City shall provide a credit against the Regional Traffic Fee applicable to the Project in an amount (the "**Baseline/Alder Improvements Credit**") equal to the actual Hard Costs and Soft Costs of constructing the Baseline/Alder Improvements (*provided, however,* with respect to such Baseline/Alder Improvements Credit, such Soft Costs shall exceed fifteen percent (15%) of the Hard Costs of the Baseline/Alder Improvements, and in no event be greater than $125,000.00). At the issuance of the building Permit for the Property, the City hereby agrees to defer Owner's obligation to pay a portion of the Regional Traffic Fee to the City in an amount (the "**Deferred Baseline/Alder Improvements Amount**") equal to the then estimated Baseline/Alder Improvements Credit, based upon the estimated Hard Costs and Soft Costs (such Soft Costs shall not exceed fifteen percent (15%) of the Hard Costs of the Baseline/Alder Improvements, and in no event be greater than $125,000) of constructing the Baseline/Alder Improvements, as set forth in the fully executed Construction Contract for the Baseline/Alder Improvements submitted to and approved by the City. The actual amount of the Baseline/Alder Improvements Credit shall be determined upon completion of construction of the Baseline/Alder Improvements and acceptance of the same by the City. If the actual amount of the Baseline/Alder Improvements Credit is more than the Deferred Baseline/Alder Improvements Amount, then the City shall reimburse Owner for such difference within ten (10) Business Days of such determination, but not later than the date of the last approval or inspection signoff on the building inspection card or permit for the Private Improvements or equivalent (the "**C/O Date**"). If the actual amount of the Baseline/Alder Improvements Credit is less than the Deferred Baseline/Alder Improvements Amount, then Owner shall pay such difference to the City within ten (10) Business Days of such determination, but not later than the C/O Date.

(b) **Baseline/Alder Traffic Signal (Modification); Regional Traffic Fee**. Upon completion of construction of the Baseline/Alder Traffic Signal (Modification) and satisfaction of the Conditions Precedent set forth in Section 3.6, the City shall provide a credit against the Regional Traffic Fee applicable to the Project in an amount (the "**Baseline/Alder Traffic Signal Credit**") equal to the actual Hard Costs and Soft Costs of constructing the Baseline/Alder Traffic Signal (Modification) (*provided, however,* with respect to such Baseline/Alder Traffic Signal Credit, such Soft Costs shall not exceed fifteen percent (15%) of the Hard Costs of the Baseline/Alder Traffic Signal (Modification), and in no event be greater than $15,000.00). At the issuance of the building Permit for the Property, the City hereby agrees to defer Owner's obligation to pay a portion of the Regional Traffic Fee to City in an amount (the "**Deferred Baseline/Alder Traffic Signal Amount**") equal to the then estimated Baseline/Alder Traffic Signal Credit, based upon the estimated Hard Costs and Soft Costs (such Soft Costs shall not exceed fifteen percent (15%) of the Hard Costs of the Baseline/Alder Traffic Signal (Modification), and in no event be greater than $15,000.00) of constructing the Baseline/Alder Traffic Signal (Modification), as set forth in the fully executed Construction Contract for the Baseline/Alder Traffic Signal (Modification) submitted to and approved by the City. The actual amount of the Baseline/Alder Traffic Signal Credit shall be determined upon completion of construction of the Baseline/Alder Traffic Signal (Modification) and acceptance of the same by the City. If the actual amount of the Baseline/Alder Traffic Signal Credit is more than the Deferred Baseline/Alder

Traffic Signal Amount, then the City shall reimburse Owner for such difference within ten (10) Business Days of such determination, but not later than the C/O Date. If the actual amount of the Baseline/Alder Traffic Signal Credit is less than the Deferred Baseline/Alder Traffic Signal Amount, then Owner shall pay such difference to the City within ten (10) Business Days of such determination, but not later than the C/O Date.

(c) **Baseline/Laurel Traffic Signal; Regional Traffic Fee**. Upon completion of construction of the Baseline/Laurel Traffic Signal and satisfaction of the Conditions Precedent set forth in Section 3.6, the City shall provide a credit against the Regional Traffic Fee applicable to the Project in an amount (the "**Baseline/Laurel Traffic Signal Credit**") equal to the actual Hard Costs and Soft Costs of constructing the Baseline/Laurel Traffic Signal (*provided, however,* with respect to such Baseline/Laurel Traffic Signal Credit, such Soft Costs shall not exceed fifteen percent (15%) of the Hard Costs of the Baseline/Laurel Traffic Signal, and in no event be greater than $25,000.00). At the issuance of the building Permit for the Property, the City hereby agrees to defer Owner's obligation to pay a portion of the Regional Traffic Fee to City in an amount (the "**Deferred Baseline/Laurel Traffic Signal Amount**") equal to the then estimated Baseline/Laurel Traffic Signal Credit, based upon the estimated Hard Costs and Soft Costs (such Soft Costs shall not exceed fifteen percent (15%) of the Hard Costs of the Baseline/Laurel Traffic Signal, and in no event be greater than $25,000) of constructing the Baseline/Laurel Traffic Signal, as set forth in the fully executed Construction Contract for the Baseline/Laurel Traffic Signal submitted to and approved by the City. The actual amount of the Baseline/Laurel Traffic Signal Credit shall be determined upon completion of construction of the Baseline/Laurel Traffic Signal and acceptance of the same by the City. If the actual amount of the Baseline/Laurel Traffic Signal Credit is more than the Deferred Baseline/Laurel Traffic Signal Amount, then the City shall reimburse Owner for such difference within ten (10) Business Days of such determination, but not later than the C/O Date. If the actual amount of the Baseline/Laurel Traffic Signal Credit is less than the Deferred Baseline/Laurel Traffic Signal Amount, then Owner shall pay such difference to the City within ten (10) Business Days of such determination, but not later than the C/O Date.

(d) In the event that the City has a reimbursement obligation under this Sections 3.5.1(a), 3.5.1(b) or 3.5.1(c) and at the time such reimbursement is due, there is insufficient funds in the City's account for Regional Traffic Fees, then the City may elect, exercisable by written notice delivered to Owner (a "**Deferral Notice**"), to defer the payment of such amounts until the time that funds become available in the City's account for Regional Traffic Fees, which Deferral Notice shall set forth the amount of such Deferral (the "**Deferral Amount**"), the applicable Section of this Agreement to which such reimbursement obligation relates and shall set forth the City's continuing obligation to reimburse Owner for the Deferral Amount. Such Deferral Amount shall accrue interest at an annual rate of five percent (5.0%) per annum compounded annually commencing on the first anniversary of the date of the applicable Deferral Notice until the date fully paid to Owner. Upon written request from Owner from time to time, the City shall execute a statement prepared by Owner acknowledging the then outstanding Deferral Amount as of the date of such request (a "**Deferral Amount Statement**"). Owner (or any affiliate of Owner) may elect, by written notice delivered to the City (an "**Offset Notice**"), to offset such Deferral Amounts (and any interest accrued thereon) against amounts that become due to the City in the future as Regional Traffic Fees with respect to any project in the City. Owner's offset rights under this Section may be transferred to a third party (with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however,* to the extent such third party is an affiliate of Owner, only notice to, and not consent from, the City shall be required) that may owe amounts to the City in the future as Regional Traffic Fees in connection with any project in the City, which transfer shall be effective and

honored by the City upon receipt of a notice from Owner to the City (an "**Offset Transfer Notice**") setting forth the Deferral Amount transferred and the transferee of such offset right.

(e) Notwithstanding anything to contrary contained in this Section 3.5.1, the improvements required for the Baseline/Alder Improvements, the Baseline Alder Traffic Signal (Modification) and the Baseline/Laurel Traffic Signal shall be eligible for reimbursement or as a Fee Credit under this Section 3.5.1 except for improvement costs related to the dry utility undergrounding (defined in Section 2 of Attachment No. 2), parkway landscaping, and costs incurred in connection with the installation of utility infrastructure (e.g., infrastructure for Fontana Water Company, Southern California Edison and other utility or service providers including cable, internet, data, telephone or telecom).

3.5.2 **Deadline for Construction; Payment of Fees**. Notwithstanding anything to the contrary set forth in Section 3.5.1, so long as the DO Date has occurred and Owner has obtained the building Permit for the Property, Owner shall pay the entire Regional Traffic Fee and the entire RSP Traffic Impact Fee calculated in accordance with Attachment No. 2, without any offset or credit, upon the sixth (6th) anniversary of the Effective Date in the event that all Conditions Precedent set forth in Section 3.6 (including completion of construction of the entire Project) have not been satisfied in full on or before such date.

3.6 **Conditions Precedent to Disbursement for Baseline/Alder Improvements, Baseline/Alder Traffic Signal (Modification) and Baseline/Laurel Traffic Signal Fee Credits**. The City's obligation to provide fee credits pursuant to Sections 3.5.1(a), 3.5.1(b) and 3.5.1(c) is conditioned upon the prior satisfaction by Owner or written waiver by the City of each of the following Conditions Precedent within the times designated below:

3.6.1 **Payment of Acquisition Costs**. To the extent required under Section 3.4, if applicable, Owner shall have fully and completely reimbursed the City, or provided an advance to the City, for any and all actual, third party, out-of-pocket costs incurred by the City to acquire real property needed for Required Public Improvements (other than acquisition costs of land (other than the Property) required for the Required Public Improvements and included within Section 3.4).

3.6.2 **Costs of City Actions**. Owner shall have paid all out-of-pocket third party costs actually incurred by the City to the date of the request in connection with the negotiation, preparation, enforcement, monitoring, and otherwise in connection with this Agreement pursuant to Section 7.6.

3.6.3 **Completion of Construction**. Owner shall have completed the construction of the entire Project and all Required Public Improvements, notices of completion shall have been recorded in relation to all such Private Improvements and Required Public Improvements in accordance with California Civil Code Sections 3093 and/or 8182 (as applicable), and 35 days shall have elapsed since the recordation of such notices of completion. The purposes of this provision are to ensure that the Required Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project other than the Public Improvements a public work.

3.6.4 **Submission of Bills/Invoices**. Owner shall have made full and complete payment of all undisputed claims for work performed on the Required Public Improvements, or in

the event of a dispute between Owner and the general contractor or a subcontractor, Owner shall have obtained a commercially reasonable bond reasonably satisfactory to the City to release any applicable mechanics' lien or stop notice and Owner shall have submitted and the City shall have approved a written request for the reimbursement, including copies of all bills and/or invoices evidencing the Hard Costs of constructing the applicable Required Public Improvements actually incurred by Owner.

3.6.5 **As-Built Drawings**. Owner shall have submitted two (2) sets of final as-built drawings for the Required Public Improvements to the City Public Works Director.

3.6.6 **Acceptance of Required Public Improvements by the City**. The City, through the City Council, shall have accepted title to the Required Pubic Improvements, and Owner shall have provided the maintenance guarantees and landscaping requirements reasonably required by the City. The City agrees it will not unreasonably withhold or condition its acceptance of title to the Required Public Improvements.

3.6.7 **No Default**. Owner shall not be in Default in any of its obligations under the terms of this Agreement and all representations and warranties of Owner contained herein shall be true and correct in all material respects.

4. Vested Rights. The following provisions shall apply to the Project until the expiration of the Vesting Term:

4.1 **Project Entitlements/Density**. Owner is hereby granted the vested right to develop and operate the Project, subject to the terms and conditions of the Applicable Rules, any and all Subsequent Approvals, and the Reserved Powers.

4.2 **Enforcement**. Except to the extent it has been amended, canceled, modified or suspended, this Agreement shall be enforceable by any Party notwithstanding any change in any applicable general or specific plan, zoning, subdivision or building regulation adopted by the City which purports to alter or amend the Existing Entitlements.

4.3 **Subsequent Approvals**. The City shall not require Owner to obtain any Subsequent Approvals that are not required by the Applicable Rules or the Reserved Powers. The City hereby agrees that it shall not unreasonably withhold or unreasonably delay its approval of any Discretionary Actions relating to Subsequent Approvals.

4.4 **Moratoria**. In the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates to the rate, amount, timing, sequencing, or phasing purportedly applying to the development of the Project on all or any part of the Property or the implementation or construction of the Project, the City agrees that, unless required by applicable state or federal Law or adopted pursuant to the City's exercise of the Reserved Powers, such ordinance, resolution or other measure shall not apply to the Project, Property or this Agreement. If any such development moratorium would limit or allocate capacity in any City facilities (such as water, sewer, or streets), the City shall reserve capacity for the Project.

4.5 **Conditional Development Permit**. Notwithstanding Section 18.66.070 of the Rialto Municipal Code, any conditional development permit issued in connection with the Project shall not expire or become null or void so long as Developer is otherwise in compliance with the Existing

Entitlements or this Agreement, including but not limited to the timelines set forth in Sections 9.3.6 and 9.3.7.

4.6 **Conflicts**. In the event of conflict between the Existing Entitlements and this Agreement, this Agreement shall prevail.

5. Reserved Powers. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Project as and to the extent that such regulations apply generally to similar developments proposed or approved within the City:

5.1 **Processing Fees and Charges**. The City's Processing Fees and Charges at the rates in effect when each application and decision subject thereto is deemed complete.

5.2 **Procedural Regulations**. Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and/or any other matter of procedure so long as such procedural regulations are uniformly and consistently applied by the City in a non-discriminatory manner.

5.3 **Uniform and Building Codes**. Written regulations, policies and rules governing objective engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all Building Codes and similar codes adopted by the City and any local amendments to those codes adopted by the City.

5.4 **Police Power**. Any City ordinance, resolution, regulation, or official policy, which is reasonably necessary to protect persons on the Property and in the immediate community, or both, from conditions dangerous to their health, safety, or both, shall apply to the Project notwithstanding that the application of such ordinance, resolution, regulation, or official policy or other similar limitation would result in the impairment of Owner's vested rights under this Agreement. Any such regulations must constitute a valid exercise of the City's police power, applied and enforced in a uniform, consistent and non-discriminatory manner and must be applied and construed so as to provide the Owner, to the maximum extent possible, with the rights and assurances provided under this Agreement.

5.5 **Non-Conflicting Regulations**. Written regulations approved by the City that are not in material conflict with the Applicable Rules and do not materially and adversely impact the development of the Project. Any regulation adopted after the Effective Date, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Applicable Rules and shall therefore not be applicable to the development of the Project.

5.6 **Conflicting Regulations**. Written regulations approved by the City that are in material conflict with the Applicable Rules only if Owner has given its written consent to the application of such regulations to development of the Property and/or the Project.

5.7 **End Users**. Laws of the City that impose, levy, alter or amend fees, charges, or Land Use Regulations relating solely to post-Development conduct of consumers or end users, such as, without limitation, trash can placement, service charges and limitations on vehicle parking, so long as those later enactments are applied and enforced in a uniform, consistent and non-discriminatory manner and do not impair Owner's vested rights to Develop the Project.

5.8 **Laws**. Laws of the state and/or federal governments, including those of regional agencies or departments such as the Regional Water Quality Control Board, which override Owner's vested rights set forth in this Agreement shall apply to the Project and the Property, together with any City ordinances, resolutions, regulations and official policies to the extent necessary to enable the City to comply with such overriding Laws; *provided, however,* that (A) Owner does not hereby waive its right to challenge or contest the validity of any Laws; and (B) in the event that any such Law (or City ordinance, resolution, regulation or official policy enacted pursuant thereto) prevents or precludes compliance with one or more provisions of this Agreement, the Parties shall negotiate in good faith the amendment or suspension of such provisions of this Agreement to ensure the minimal necessary interference with Owner's rights hereunder; provided that no Party shall be bound to approve any amendment to this Agreement unless this Agreement is amended in accordance with the procedures applicable to the adoption and amendment of development agreements as set forth in the Development Agreement Act, the Development Agreement Ordinance, and this Agreement and each Party retains full discretion with respect thereto; *provided, further,* that the Vesting Term shall be extended for any such period during which Owner is pursuing such challenge or contest, up to two (2) additional years.

5.9 **Immediate Threat**. If the City Council finds that there is a severe and immediate threat to the health or safety of the City's residents, the City may unilaterally suspend this Agreement for a period not to exceed the time required for notice and a public hearing pursuant to Section 12.2; provided, that the Vesting Term shall be extended for any such period of suspension.

5.10 **Regulation by Other Public Agencies**. The Parties acknowledge that other public agencies, not within the control of the City, possess authority to regulate aspects of the Development of the Project and the Property separately from the City. This Agreement does not limit the authority of such other public agencies. Nothing contained in this Agreement shall be construed as limiting, in any way, the authority of the City to impose on the Project any new or increased development impact fees or other fees or charges imposed by any other public agency, but collected by the City.

6. Amendments. This Agreement may be amended or canceled in whole or in part only in the manner provided for in Government Code Section 65868 and the Development Agreement Ordinance. This provision shall not limit any remedy of the City or Owner as provided by this Agreement.

6.1 **Material Changes**. Either Party may request other changes in the Existing Entitlements and Subsequent Approvals without risk to any rights that have vested pursuant to this Agreement. Any Material Change to the Project shall be subject to the City's review and approval, and shall require an amendment to this Agreement to cover such Material Change to the Project. The City may condition such approval to ensure compliance with CEQA. Changes that are not Material Changes to the Project shall not require an amendment to this Agreement.

6.2 **Operating Memoranda**. This Agreement requires a close degree of coordination between the City and Owner. Refinements of planned Development of the Property may demonstrate that clarifications are appropriate with respect to the details of the City's and Owner's performance. The City and Owner may effectuate such clarifications through operating memoranda approved by both Parties which, after execution, shall be attached hereto. No such operating memoranda shall constitute an amendment to this Agreement requiring public notice and hearing pursuant to Section 6. The City Attorney shall be authorized to make the determination whether a requested clarification requires an amendment to

this Agreement. Upon City Attorney approval, the City Administrator may execute any operating memoranda without City Council action.

6.3 **Nature of Change in Law**. The provisions of this Agreement shall apply to the Development of the Project regardless of whether a change in the Existing Entitlements is the result of the City Council or voter action. The Parties again intend hereby to avoid the result in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984).

7. Owner Obligations.

7.1 **Compliance With Law**. Owner shall comply with all Laws, the Existing Entitlements and all Subsequent Approvals that are consistent with this Agreement and the Existing Entitlements.

7.2 **Nature of Dedications**. All Dedications made by Owner to the City shall be made free and clear of liens and encumbrances, other than easements or restrictions that in the reasonable determination of the City do not preclude or interfere with the Dedicated purpose.

7.3 **Processing Fees**. Owner shall pay all Processing Fees and Charges for all Subsequent Approvals pursuant to the fee schedules in effect at the time of application for such Subsequent Approvals. Owner shall also pay any additional third party, out-of-pocket costs reasonably incurred by the City for expedited processing. Owner shall pay the City's reasonable third party out-of-pocket costs incurred for the Annual Review and any Special Review described in Sections 12.1 and 12.2.

7.4 **Maintenance of the Property**. During the Term of this Agreement, Owner agrees to comply with, and the Property shall be subject to, the terms and conditions of that certain Maintenance Agreement in the form attached hereto as Attachment No. 8 (the "**Maintenance Agreement**"), which Maintenance Agreement shall be executed by the City and Owner and recorded against the Property promptly following the recordation of this Agreement.

7.5 **Completed Value of the Project**. Upon completion of construction of the Project, the assessed value of the Project shall not be less than Thirty Million and no/100ths Dollars ($30,000,000.00). Owner and/or Owner's successors in interest to the Property shall not file an appeal or other action seeking to establish an assessed valuation of the Property for a value less than Thirty Million and no/100ths Dollars ($30,000,000.00) commencing with the first assessment lien date (January 1) after the construction of the Project is complete and continuing for ten (10) years thereafter.

7.6 **Costs of City Actions**. Owner shall pay all third party, out-of-pocket costs the City reasonably incurs in furtherance of this Agreement within fifteen (15) calendar days following receipt of appropriate documentation (including, for example, invoices) showing such costs. This includes but is not limited to the City's out-of-pocket, third party costs incurred to negotiate and draft this Agreement, the City's out-of-pocket, third party costs incurred to in connection with the City's efforts to seek assistance from other governments pursuant to Section 8.3; monitoring and review costs pursuant to Section 12; and the costs of condemnation, if any, required for Public Improvements in accordance with Section 3.4 of this Agreement.

7.7 **Obligation to Construct the Project**. Notwithstanding anything to the contrary contained in this Agreement, (a) nothing contained in this Agreement shall be deemed or construed as creating any obligation on Owner to construct the Project unless and until the date (the "**DO Date**") Owner

obtains the issuance of a building Permit for the Private Improvements and actually receives any credit against or deferral of any Development Impact Fees and/or Fair Share Fees from the City, and (b) prior to the DO Date, Owner shall not be deemed to be in Default under this Agreement for the failure to so construct the Project or any portion thereof. Until the DO Date, Owner shall have the right, exercisable upon the delivery of written notice to the City (a "**Termination Notice**"), to terminate this Agreement, in which event (i) Owner shall reimburse the City for all out-of-pocket third party costs actually incurred by the City in connection with this Agreement prior to the delivery of such Termination Notice, and (ii) the City shall execute and deliver to Owner for recordation a notice of termination of this Agreement, and thereafter this Agreement shall be of no further force or effect and neither Party shall have any further obligations hereunder.

8. City Obligations.

8.1 **Processing**. The City shall accept and process with reasonable promptness all completed applications for Subsequent Approvals. In addition, the City shall use its reasonable, good faith efforts to make its staff available so as to expeditiously complete processing of all Subsequent Approvals for the Project.

8.2 **Review**. The City shall provide sufficient staff to review compliance with this Agreement.

8.3 **Assistance From Other Governments**. The City shall use commercially reasonable good faith efforts to seek, assist and cooperate with Owner in seeking, all of the following as Owner requests to further Development of all or any part of the Project:

8.3.1 Necessary permits under the jurisdiction of the state or federal governments.

8.3.2 Available tax benefits from the state or federal governments, including but not limited to sales tax exemptions and free trade/enterprise zone designations.

8.3.3 Available grants, loans, bonds, and subsidies from the state or federal governments.

8.4 **Mitigation Fee Act**. The City shall comply with Government Code Section 66006 with respect to any fee it receives or cost it recovers pursuant to this Agreement.

8.5 **Recordation of Agreement**. The City Clerk shall file this Agreement for recordation with the County Recorder of the County of San Bernardino within ten (10) days after the date this Agreement is signed by the City and Owner. In connection with the expiration of the Term or any earlier termination of this Agreement, the City shall execute and deliver to Owner a recordable notice of termination of this Agreement in form and substance reasonably acceptable to the Parties.

9. Term.

9.1 **Commencement**. This Agreement shall become effective on the Effective Date.

9.2 **Duration**. Unless terminated earlier pursuant to another provision hereof, this Agreement shall be in full force and effect until the twentieth (20th) anniversary of the Effective Date ("**Term**").

9.3 **Termination**. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

9.3.1 Expiration of the Term.

9.3.2 Entry of a final judgment setting aside, voiding or annulling the adoption of the Enabling Ordinance.

9.3.3 The adoption of a referendum measure overriding or repealing the Enabling Ordinance. Owner acknowledges that, pursuant to Article 2, Section 11 of the California Constitution and California Elections Code Section 9235, *et seq*. (collectively, the "**Referendum Laws**"), the electors of the City may, within 30 days after adoption of the Enabling Ordinance, file a petition in accordance with Elections Code Section 9237 to require the City to either repeal such ordinance or hold an election to obtain voter approval of such Enabling Ordinance and this Agreement. In the event a valid referendum petition challenging the validity of the Enabling Ordinance is filed in accordance with the Referendum Laws, the City may, in its sole and absolute discretion, either (1) terminate this Agreement or (2) submit the Enabling Ordinance to the voters for approval in accordance with the Referendum Laws.

9.3.4 Termination of this Agreement based on any material Default of any Party (except as provided herein) and following the termination proceedings required by this Agreement.

9.3.5 Termination of this Agreement pursuant to Section 7.7.

9.3.6 Subject to Section 9.6, failure of the Owner to commence construction of the Private Improvements and the Public Improvements on or before the third (3rd) anniversary of the Effective Date; *provided, however,* unless the DO Date has occurred such failure shall not be a "Default" by Owner under this Agreement. The purposes of this provision are to ensure that the Required Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project other than the Public Improvements a public work.

9.3.7 Subject to Section 9.6, failure of the Owner to complete construction of the Private Improvements and the Public Improvements on or before the sixth (6th) anniversary of the Effective Date; *provided, however,* unless the DO Date has occurred such failure shall not be a "Default" by Owner under this Agreement. The purposes of this provision are to ensure that the Public Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project other than the Public Improvements a public work.

9.4 **Effect of Termination**. This Agreement does not impact, and shall not be deemed or construed as impacting, the effectiveness or validity of the Existing Entitlements issued by the City. Termination of this Agreement pursuant to this Section 9 shall not affect any right or duty arising from the Existing Entitlements issued by the City prior to termination, nor shall it destroy any vested right arising from the completion of construction in good faith reliance on an Existing Entitlement.

9.5 **Effect of Agreement on Title**. The Parties shall record an appropriate release upon termination of this Agreement as to all or any part of the Property, in form and substance mutually acceptable to the Parties.

9.6 **Extensions**. The Term of this Agreement and the time for performance by either Party of any of its obligations hereunder shall be extended by the period of time that a Force Majeure event exists. Such delay shall not be deemed to be a default. In addition, the Term of this Agreement shall be extended day-for-day by delays arising from the pendency of Litigation relating to this Agreement or to the Development contemplated hereby. There shall be no extension for Force Majeure unless the Party claiming that Force Majeure event exists shall give notice thereof to the other Party within thirty (30) days of actually learning thereof; provided, however, a failure to give such notice shall not nullify the right to an extension except to the extent that the other Party is actually prejudiced by such failure to notify.

10. Financing.

10.1 **Right to Encumber**. Owner may, in its sole discretion, obtain or allow one or more Encumbrances as will assist Development of the Project. Unless otherwise required by Law, neither entering into nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Encumbrance made in good faith and for value. Nothing herein authorizes Owner to Encumber any interest in the Property other than its own. In connection with any Encumbrance, the City shall execute and deliver to such Financier a commercially reasonable form of consent to Encumbrance (and assignment of this Agreement) and estoppel certificate as requested by such Financier in accordance with Section 13.9.

10.2 **Notice**. Owner and/or any Financiers shall have the right to give notice to the City of the existence of an Encumbrance. Thereafter, the City shall also serve each Financier with copies of all Notices given to Owner pursuant to this Agreement.

11. Binding Effect.

11.1 **Entirety of Property**. All of the Property shall be and shall remain subject to this Agreement throughout the Term.

11.2 **Property and Agreement Remain Linked**. Subject to Section 11.4, Owner shall have the right to sell, transfer or assign the Property and its rights under the Agreement. However, any person acquiring any interest in the Property shall do so subject to this Agreement. Conversely, no sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with a corresponding sale, transfer or assignment as to the Property. If less than all of the Property is sold, the new owner of that portion shall be responsible for all Development, including Dedications and the provision of public facilities, within that portion, and the original Owner (or its successors as to the entire Property) shall remain responsible for all such matters outside that portion of the Property.

11.3 **Binding on Financiers**. This Agreement shall bind all Financiers and every owner of the Property, or part thereof, whose title is acquired through a Financier by foreclosure or deed-in-lieu of foreclosure; *provided, however,* such Financier and their respective successors and assigns shall not be liable for any interest, penalties or fines or any damages from any pre-foreclosure (or deed-in-lieu) Default accruing prior to the date such party takes title to the Property or any part thereof through completion of a foreclosure action or execution and delivery of a deed-in-lieu of foreclosure.

11.4 **City Consent**. The City, through the City Administrator, shall have the right to consent to any Conveyance, but only until the Required Public Improvements have been completed and accepted by the City. Owner shall give the City written notice of its intent to Convey the Property and the City shall have not less than fifteen (15) Business Days following a complete submittal of all documentation necessary for the City Administrator to evaluate the assignee's financial resources to approve or disapprove the Conveyance. The City Administrator may only withhold his/her consent to the Conveyance if he/she reasonably determines that the proposed new Owner lacks the financial resources to consummate Development of the Project as contemplated hereby. If approved in writing by the City Administrator, then upon such assignment of this Agreement, Owner shall be released from any post-assignment obligations hereunder.

12. Compliance Review.

12.1 **Annual Review**. The City shall review this Agreement annually ("**Annual Review**"), on or before each anniversary date of the Effective Date and/or conduct Special Review, as described in Section 12.2, in order to ascertain the good faith compliance by Owner with the terms of the Agreement. Owner shall submit a report describing its compliance with this Agreement during the immediately preceding twelve (12) months, in the form required by the City Administrator, within thirty (30) days after written notice from the City Administrator, which notice shall include the form of the report.

12.2 **Special Review**. A "**Special Review**" of compliance with this Agreement may be made either by agreement of the Parties or by initiation in one or more of the following ways:

12.2.1 Recommendation of the City's Planning Department staff, including, without limitation, based on an alleged default of Owner;

12.2.2 Action of the City Council.

12.3 **Procedure for Annual Review and/or Special Review**. With respect to either Annual Review or Special Review, the provisions of Section 18.79.070 of the Municipal Code shall be followed.

12.4 **Certificate of Agreement Compliance**. If, at the conclusion of an Annual Review or Special Review, Owner is found to be in compliance with this Agreement, the City shall, upon request by Owner, issue a Certificate of Agreement Compliance ("**Certificate**") to Owner (and any Financier) stating that, after the most recent Annual Review or Special Review and based upon the information known or made known to the City Administrator and City Council: (1) this Agreement remains in effect and (2) Owner is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after an Annual Review or Special Review and shall state the anticipated date of commencement of the next Annual Review. Owner may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or Owner, the City shall not be bound by a Certificate if a default existed at the time of the Annual Review or Special Review, but was concealed from or otherwise not known to the City Administrator or City Council, and the Certificate shall so state.

12.5 **Failure by City**. The failure of the City to conduct any Annual Review shall not constitute a breach of this Agreement, affect Owner's obligations hereunder, or render this Agreement invalid or void.

13. Default.

13.1 **Default by Owner**. Owner shall be in "**Default**" under this Agreement if it does any or any combination of the following and does not cure the same within the applicable notice and cure period, if any, set out below:

13.1.1 Practices, or attempts to practice, any fraud or deceit upon the City, as reasonably determined by the City Council, in which case no right to cure shall apply; *provided, however,* Owner shall be given prior notice of such determination and the opportunity to respond to any allegations. No provision of this Agreement is intended to take away Owner's right to contest such determination by appropriate proceedings.

13.1.2 Willfully violates any order, ruling or decision of any non-City administrative or judicial body having jurisdiction over the Property or the Project; *provided, however,* Owner may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no Default of this Agreement shall be deemed to have occurred unless and until there is a final, non-appealable judicial decision that Owner willfully violated such obligation.

13.1.3 Fails to cure a material default of this Agreement within the time set forth in a written notice of default from the City to Owner; *provided, however,* with respect to any payment default, such cure period shall not be less than ten (10) Business Days, and with respect to any non-payment default, such cure period shall not be less than thirty (30) days; *provided, further,* if such default cannot reasonably be cured within such thirty (30) days period, then Owner shall not be deemed in "**Default**" under this Agreement if Owner commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period.

13.2 **Default by City**. The City shall be in "**Default**" under this Agreement only if it fails to cure a material breach of this Agreement within the time set forth in a written notice of default from Owner to the City; *provided, however,* with respect to any payment default, such cure period shall not be less than ten (10) Business Days, and with respect to any non-payment default, such cure period shall not be less than thirty (30) days; *provided, further,* if such default cannot reasonably be cured within such thirty (30) days period, then the City shall not be deemed in "**Default**" under this Agreement if the City commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period; *provided, further,* the Vesting Term and the time for Owner's performance of its obligations hereunder shall be extended on a day-for-day basis during such cure period to the extent Owner is actually prejudiced by the City's breach or default hereunder.

13.3 **Notice of Default**. A Party alleging a default by the other Party shall serve notice thereof. Each such notice shall state with specificity all of the following:

13.3.1 The nature of the alleged default.

13.3.2 The manner in which the alleged default may be satisfactorily cured.

13.3.3 Subject to the provisions of Sections 13.1 and 13.2, a period of time in which the default may be cured.

13.4 **Remedies for Default**. The Parties acknowledge and agree that the nature of the Project and the terms of this Agreement render ordinary remedies at law inadequate for a breach of this Agreement. The Parties also acknowledge and agree that it would not be feasible or possible to restore the Property to its natural condition once implementation of the Agreement has begun. Therefore, the Parties agree that, except as otherwise expressly provided in this Agreement, the remedies for breach of this Agreement shall be limited to one or more of the following:

13.4.1 The remedies for Default by the City shall be limited to injunctive relief, mandate (traditional and/or administrative), specific performance, and/or restitution/reimbursement for unused fees and for Dedications and improvements to the extent not required for Development completed as of the date Owner gave the City notice of Default pursuant to Section 13.3.

13.4.2 The remedies for Default by Owner shall be limited to injunctive relief, specific performance, termination, and/or restitution.

13.5 **Acceptance of Service of Process**. In the event that any legal action is commenced by Owner against the City, service of process on the City shall be made in such manner as may be provided by Law. In the event that any legal action is commenced by the City against Owner, service of process on Owner shall be made in such manner as may be provided by Law.

13.6 **Rights and Remedies Are Cumulative**. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

13.7 **Inaction Not a Waiver of Default**. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

13.8 **Right of Financier to Cure**. Any Financier for whom notice has been given pursuant to Section 10.2 shall have the same right to cure a default as Owner. The deadline for a Financier to cure a default shall commence with the giving of a notice of default to that Financier, rather than pursuant to notice sent to Owner.

13.9 **Estoppel Certificate**. Each of the Parties shall at any time and from time to time upon not less than thirty (30) days' prior notice by the other, execute, acknowledge and deliver to such other Party a statement in writing certifying that this Agreement is in full force and effect, stating which provisions of this Agreement have been fully performed, and stating whether or not to the best knowledge of the signer of such certificate such other Party is in default in performing or observing any provision of this Agreement, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other Party may reasonably request. It is intended that any such statement delivered by Owner may be relied upon by the City or any successor in interest to the City, and it is further intended that any such statement delivered by the City may be relied upon by any prospective assignee of Owner's interest in this Agreement or any Financier. Reliance on any such certificate shall not extend to any Default as to which the signer of the certificate had no actual knowledge at the time the statement was signed. The City's obligation to deliver a statement in accordance with this Section 13.9 is expressly

subject to Owner's prior payment of all third party costs incurred by the City in connection with the review, analysis, drafting, execution and delivery of such statement.

14. Appeal of Administrative Decision. Owner may appeal directly to the City Council any decision by City staff, including the City Administrator, concerning the interpretation and/or administration of this Agreement. Owner shall file any such appeal with the City Clerk within twenty (20) days after Owner receives notice of the staff decision; *provided, however,* that a failure to timely file for an appeal shall not nullify the right to such appeal except to the extent the City is actually prejudiced by such failure to timely appeal. The City Council shall render a decision at an open, public meeting held within sixty (60) days following Owner's delivery of the appeal to the City Clerk.

15. Indemnification. Indemnitor shall pay for, save, protect, defend, indemnify and hold harmless the Indemnitees from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, third party tort claims, civil or criminal penalties, fines and/or monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "**Liabilities**") which may now or in the future be incurred or suffered by the Indemnitees (or any of them) by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of any of the following: (i) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials in violation of applicable Laws, (ii) the environmental, soils or physical condition of the Property in violation of applicable Laws, (iii) any Liabilities under any Laws relating to Hazardous Materials, soils, geotechnical, or other physical condition of the Property (*provided, however,* expressly excluded from the foregoing indemnity under clauses (i), (ii) or (iii) above is any release resulting from passive migration of pre-existing Hazardous Materials at, in, on, under or in the vicinity of the Property which originated from property owned by Indemnitees or which was caused by Indemnitees on or to the Property unrelated to this Agreement), (iv) any claim, action or proceeding brought by a third party against any Indemnitee to attack, set aside, void or annul the approval of this Agreement or the Entitlements (provided that claims, actions or proceedings to attack any Specific Plan or the General Plan are expressly excluded from the indemnification obligations of Owner under this Section 15 except to the extent such attack on the Specific Plan or the General Plan arises from and is related to this Agreement or the approval by the City of the Entitlements or the Project), (v) any release of water from the Property or the Project, (vi) application of any Relocation Laws to the Property (including Owner's acquisition of the Property) or the Project, and/or (vii) Development of the Project; *provided, however,* that the foregoing indemnity shall not apply to any Liabilities to the extent arising or occurring as a result of the negligence or willful misconduct of any Indemnitee. The City shall have the right to reject or consent to any particular law firm or attorney engaged by Owner to represent the City; *provided, however,* the City's consent shall not be unreasonably withheld. The City shall cooperate in good faith with Owner when Owner is acting pursuant to this Section 15.

16. Insurance Requirements. Owner shall take out and maintain and shall cause its contractors to take out and maintain, until the completion of all Development contemplated by this Agreement, the following policies of insurance:

16.1 **Owner's Liability Insurance**. Liability insurance with at least the minimum insurance coverages set forth below:

16.1.1 Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars ($5,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence. The City shall be an "additional insured" under such policy as it applies to Owner's activities under this Agreement. The insurance provided herein shall be considered "primary" insurance.

16.1.2 Workers' compensation and employer's liability insurance as required by any applicable law or regulation.

16.2 **Insurance During Construction**. Prior to commencing construction activities within the Property, Owner shall obtain and require its contractor to obtain and thereafter maintain, so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

16.2.1 Workers' compensation and employer's liability insurance as required by any applicable law or regulation.

16.2.2 Commercial General Liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability and coverages:

(a) Required coverages:

(i) Premises and Operations.

(ii) Products and Completed Operations.

(iii) Contractual Liability, insuring the indemnity obligations assumed by contractor under the contract documents.

(iv) Broad Form Property Damage (including Completed Operations).

(v) Explosion, Collapse and Underground Hazards.

(vi) Personal Injury Liability.

(b) Minimum limits of liability:

(i) $1,000,000 each occurrence (for bodily injury and property damage).

(ii) $1,000,000 for Personal Injury Liability.

(iii) $2,000,000 aggregate for Products and Completed Operations.

(iv) $2,000,000 general aggregate applying separately to this Project.

16.2.3 Automobile liability insurance, including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage. The contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

16.2.4 The contractor shall also carry umbrella/excess liability insurance in the amount of $5,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be $5,000,000.

16.3 **Property Insurance**. Owner shall carry "Builder's Risk" insurance in the amount of one hundred percent (100%) of the full replacement cost thereof and property insurance with "Special Form" coverage, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations).

16.4 **Terms of Insurance**. All insurance required by this Section 16 shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X, and which are authorized to do business in California. All insurance may be provided under (i) a combination of primary and excess policies, (ii) an individual policy covering the Property, (iii) a blanket policy or policies which includes other liabilities, properties and locations of Owner; *provided, however,* that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $5,000,000, then Owner shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $5,000,000, (iv) a plan of self-insurance, provided that Owner notifies the City of its intent to self-insure and shall, upon request, deliver to the City each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that Owner has $250,000,000 of both net worth and net current assets, or (v) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy pursuant to this Section 16, Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; *provided, however,* that in no event shall any deductible exceed $50,000.00 unless Owner complies with the requirements regarding self insurance pursuant to (iv) above. Owner shall furnish to the City, upon request, a certificate(s) or memorandum(s) of insurance, or statement of self-insurance or the Web address where such insurance information is contained, evidencing that the insurance required to be carried by Owner is in full force and effect.

16.5 **Additional Insured**. Any insurance policy under which the City is an "additional insured" shall include the following provisions:

16.5.1 Shall provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Agreement, nor shall such policy be allowed to expire, without at least thirty (30) days prior notice by the insurer to the City.

16.5.2 Shall provide for severability of interests.

16.5.3 Shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds.

16.5.4 Shall provide for contractual liability coverage with respect to any indemnity obligation set forth in this Agreement.

17. Representations and Warranties.

17.1 **City Representations**. The City represents and warrants to Owner as follows, which warranties and representations are effective as of the date of this Agreement:

17.1.1 **Existence**. The City is a municipal corporation, duly incorporated pursuant to the laws of the State of California.

17.1.2 **Authority**. The execution, performance and delivery of this Agreement by the City has been fully authorized by all requisite actions on the part of the City.

17.1.3 **No Default**. The City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

17.1.4 **No Assessment Districts**. Except as set forth in the Existing Entitlements, the City has not and, prior to the earlier to occur of (a) six (6) months following completion of construction of the Project or (b) the sixth (6th) anniversary of the Effective Date, shall not initiate or participate in the formation of any assessment districts or other similar public financings of public improvements which would affect the Property.

Until the disbursement of all Hard Cost and Soft Cost reimbursements and the application of all reimbursements and other benefits by the City for construction of Public Improvements, the City shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 17.1.1 through 17.1.4 become untrue as of such date, immediately give written notice of such fact or condition to Owner. Such exception(s) to a representation shall not be deemed a breach by the City hereunder, but shall constitute an exception which Owner shall have a right to approve or disapprove if such exception would have an effect on the value and/or operation of the Improvements.

17.2 **Owner's Representations**. Owner represents and warrants to the City as follows, which warranties and representations are effective as of the date of this Agreement and shall be effective as of the disbursement of all Hard Cost and Soft Cost reimbursements and the application of all reimbursements and other benefits by the City for construction of Public Improvements and the completion of the Private Improvements and Public Improvements:

17.2.1 **Experience**. Owner is experienced as a developer and operator of commercial warehouse and distribution facilities similar to the Project.

17.2.2 **Authority**. Owner has full right, power and lawful authority to develop the Private Improvements and the Public Improvements and undertake all obligations as provided herein. The execution, performance and delivery of this Agreement by Owner have been fully authorized by all requisite actions on the part of Owner.

17.2.3 **Interest in Property**. Owner represents that Owner (or its affiliates) owns or has entered into agreements to acquire fee title to the Property except with respect to the parcels being acquired from San Gabriel Valley Water Company [APNs: 0240-241-10 (portion), 0240-241-38 & 0240-241-56 (portion)]. Owner further represents that it (or its affiliates) has the legal authority to bind the

Property by recordation of this Agreement, except with respect to the parcels being acquired from San Gabriel Valley Water Company [APNs: 0240-241-10 (portion), 0240-241-38 & 0240-241-56 (portion)].

17.2.4 **No Conflict**. To the best of Owner's knowledge, Owner's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Owner is a party or by which it is bound.

17.2.5 **No Owner Bankruptcy**. To the best of Owner's knowledge, Owner is not the subject of a current or threatened bankruptcy proceeding.

Until the disbursement of all Hard Cost and Soft Cost reimbursements and the application of all reimbursements and other benefits by the City for construction of Public Improvements and the completion of construction of all Private Improvements and Public Improvements by Owner, Owner shall, upon learning of any material fact or condition which would cause any of the warranties and representations in this Section 17.2.1 through 17.2.5 become untrue as of such date, immediately give written notice of such material fact or condition to the City. Such exception(s) to a representation shall not be deemed a breach by Owner hereunder, but shall constitute an exception which the City shall have a right to approve or disapprove as a condition to further performance under this Agreement.

18. Miscellaneous.

18.1 **Time of Essence**. Time is of the essence of each provision hereof in which time is an element.

18.2 **Further Documents**. The City and Owner shall sign, deliver and if appropriate record any additional documents necessary to effectuate the purposes of this Agreement.

18.3 **Notices**. All Notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed received when personally delivered, upon the first Business Day after prepaid deposit with a recognized overnight delivery service with instructions to deliver the next Business Day, or upon the fifth calendar day after deposit in the United States mail, first-class, registered or certified, postage prepaid, return receipt requested at the following addresses:

If to City:
City of Rialto
150 South Palm Avenue
Rialto, California 92376
Attn: City Administrator
Tel: (909) 820-2689
Fax: (909) 820-2527

With copies to:
Aleshire & Wynder LLP
18881 Von Karman Avenue
Tower 17, Suite 1700
Irvine, California 92612
Attn: Fred Galante, City Attorney
Tel: (949) 223-1170
Fax: (949) 223-1180

If to Owner: PDC OC/IE LLC
c/o Panattoni Development Company, Inc.
20411 S.W. Birch Street
Suite 200
Newport Beach, California 92660
Attention: Stephen M. Batcheller
Telephone: (949) 296-2922
Email: sbatcheller@panattoni.com

With copies to: Panattoni Development Company, Inc.
20411 S.W. Birch Street
Suite 200
Newport Beach, California 92660
Attention: Jacob LeBlanc
Telephone: (949) 296-2943
Email: jleblanc@panattoni.com

and to: Liner LLP
1100 Glendon Avenue
14th Floor
Los Angeles, California 90024
Attention: Todd Evan Stark, Esq.
Telephone: (310) 500-3628
Facsimile: (310) 388-5415
Email: tstark@linerlaw.com

Any Party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one specified above.

18.4 **Entire Agreement**. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein.

18.5 **Waiver**. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

18.6 **Relationship of the Parties**. Nothing contained herein, nor any action taken or document created pursuant hereto, shall be construed as creating the relationship of partners, joint venturers, or any other association of any kind or nature between the City and Owner.

18.7 **No Third Party Beneficiaries**. This Agreement is made and entered into for the sole benefit of the Parties, any Financiers and their respective successors in interest. No other person (such as a taxpayer or citizens' group) shall have any right of action based upon any provision of this Agreement.

18.8 **Non Liability of Certain Individuals**.

18.8.1 **Officials and Employees of City**. No official or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any Default or breach by the City or for any amount which may become due to Owner or its successors, or on any obligations under the terms of this Agreement.

18.8.2 **Owner Parties**. No officer, director, manager, member, or employee of Owner (or any of their respective officers, directors, shareholders, partners, members, managers, employees, trustees, or beneficiaries) (collectively, "**Owner Parties**") shall be personally liable to the City or its successor in interest, in the event of any Default by Owner or for any amount which may become due from Owner or its successors, or on any obligations of Owner under the terms of this Agreement; *provided, however,* the foregoing shall not be deemed or construed as waiving or limiting the rights of the City with respect to (a) any fraud, willful misconduct or criminal activities of any of the Owner Parties, or (b) any recourse that may be granted in a final judgment from a court of competent jurisdiction against any of the Owner Parties for the liability of Owner based upon a legal theory or equitable right which would allow the City to ignore or 'pierce' the separate legal existence of Owner as a limited liability company.

18.9 **City Approvals and Actions**. The City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Administrator (or his or her duly authorized representative). The City Administrator shall have the authority to make approvals, issue interpretations, waive provisions, execute implementing documents, and/or make and execute further agreements on behalf of the City so long as such actions do not materially change the uses or Development permitted on the Property, or materially or substantially add to the costs incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or further agreements may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. The City Administrator retains full discretion to submit any matter to the City Council for approval notwithstanding that such matters may be considered immaterial.

18.10 **Counterparts**. This Agreement may be signed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

18.11 **Rules of Construction**. Captions and headings in this Agreement are for convenience only, and are not guides for interpretation. This Agreement is the result of negotiations between Parties who were each represented by counsel, so no ambiguity in this Agreement shall be interpreted against one Party. This Agreement has been prepared and negotiated jointly and equally by the Parties. This Agreement shall not be construed against either Party on the ground that a Party prepared the Agreement.

18.12 **Computation of Time**. The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Friday, Saturday or Sunday, and then that day is also excluded. The term "**holiday**" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

18.13 **Legal Advice**. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

18.14 **Governing Law and Venue**. This Agreement is entered into and will be performed in the County of San Bernardino, California, and shall be governed by the laws of the State of California. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate California state court in the County of San Bernardino, California or the federal District Court for the Central District of California. Each Party hereto irrevocably consents to the personal jurisdiction of those courts.

18.15 **Attorneys' Fees**. In any action between the Parties to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing Party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, to reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and attorneys' fees.

18.16 **Severability**. If a Court invalidates part of this Agreement, the remainder shall remain in force and effect unless the invalidation materially impairs a Party's consideration, in which event this entire Agreement shall terminate.

18.17 **Recitals and Attachments**. All recitals and attachments to this Agreement are incorporated herein.

18.18 **Mutual Covenants**. The covenants contained herein are mutual covenants which constitute conditions to the concurrent or subsequent performance of the other covenants.

[Signatures appear on following page.]

IN WITNESS WHEREOF, Owner and the City have executed this Agreement on the date first above written.

City:

CITY OF RIALTO,
a California municipal corporation

Deborah Robertson, Mayor

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, Esq., City Attorney

Owner:

PDC OC/IE LLC,
a Delaware limited liability company

By: _____
Stephen M. Batcheller,
Local Partner

APPROVED AS TO FORM:

LINER LLP

By: **STARK LAW GROUP, P.C.,**
a California professional corporation,
as Partner

By: _____
Todd Evan Stark,
President

Attorneys for Owner

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

ATTACHMENT NO. 1

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Rialto, County of San Bernardino, State of California, described as follows:

PARCEL A:

PARCEL 1: APN 0240-241-38-0-000

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE EASTERLY 32 FEET, AS CONVEYED TO THE CITY OF RIALTO BY DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NO. 167952 OF OFFICIAL RECORDS.

PARCEL 2: PORTION OF APN 0240-241-10-0-000

THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY PLAT THEREOF.

EXCEPTING THEREFROM SOUTHERLY 340.22 FEET OF SAID EAST ½.

ALSO EXCEPTING THEREFROM THE EAST 32 FEET, AS DEEDED TO THE CITY OF RIALTO IN THE DEED RECORDED NOVEMBER 8, 1979 IN BOOK 9810, PAGE 1348, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 3: PORTION OF APN 0240-241-56-0-000

THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

SAVING AND EXCEPTING THEREFROM THE WESTERLY 2 ACRES THEREOF.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 440 FEET OF SAID WEST ½ LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 2 ACRES AND THE EASTERLY LINE OF THE WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 340.22 FEET LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½ AND THE EASTERLY LINE OF SAID WEST ½.

PARCELS B & C: PORTIONS OF APNS 0240-241-55-0-00 & 0240-241-37-0-00

THAT PORTION OF THE OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST ½, SAID CORNER ALSO BEING ON THE CENTERLINE OF BASE LINE ROAD AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 81, PAGE 43 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE NORTH 00°08'08" EAST, 40.00 FEET ALONG THE WEST LINE OF SAID WEST ½ TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BASE LINE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°08'08" EAST, 622.30 FEET ALONG THE WEST LINE OF SAID WEST ½ TO A POINT ON THE NORTH LINE OF SAID WEST ½;

THENCE NORTH 89°59'06" EAST, 131.54 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE WEST 2 ACRES OF SAID WEST ½;

THENCE SOUTH 00°08'08" WEST, 222.29 FEET ALONG THE EAST LINE OF SAID WEST 2 ACRES TO POINT ON THE NORTH LINE OF THE SOUTH 440 FEET OF SAID WEST ½;

THENCE NORTH 89°58'52" EAST, 98.95 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST 95.5 FEET OF THE EAST 3 ACRES OF SAID WEST ½;

THENCE SOUTH 00°06'51" WEST, 240.00 FEET ALONG SAID WEST 95.5 FEET TO THE INTERSECTION OF A LINE LYING PARALLEL TO AND 200.00 FEET NORTH OF SAID CENTERLINE OF BASE LINE ROAD, ALSO BEING THE SOUTH LINE OF SAID WEST ½;

THENCE SOUTH 89°58'52" WEST, 150.00 FEET ALONG SAID PARALLEL LINE;

THENCE SOUTH 00°06'51" WEST, 160.00 FEET PARALLEL TO SAID WEST 95.5 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF BASELINE ROAD;

THENCE SOUTH 89°58'52" WEST, 80.64 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF BASELINE ROAD TO THE TRUE POINT OF BEGINNING.

PARCEL D: APN 0240-241-14-0-000

THE EAST 99.04 FEET TO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY. EXCEPT THEREFROM THE SOUTHERLY 40 FEET THEREOF.

PARCEL E: APN 0240-241-15-0-000

THE WEST 1/2 OF THE EAST 198.08 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, RECORDED

JUNE 22, 1956 AS INSTRUMENT NO. 498.

PARCEL F: APN 0240-241-16-0-000

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE EAST 198.08 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 40 FEET AS DESCRIBED IN THE DEED TO THE COUNTY OF SAN BERNARDINO, RECORDED JUNE 22,1956, IN BOOK 3970, PAGE 240 OF OFFICIAL RECORDS.

PARCEL G: APN 0240-241-17-0-000

THE EAST 132 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE & MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE SOUTH 40 FEET THEREOF, AS CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED JUNE 22, 1956, IN BOOK 3970, PAGE 286, OFFICIAL RECORDS.

PARCEL H:

PARCEL 1: APN 0240-241-32-0-000

PORTION SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH RANGE 5 WEST DESCRIBED AS COMMENCING 132 FEET WEST OF NORTHEAST CORNER WEST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SAID SECTION 33 THENCE WEST 68 FEET THENCE SOUTH PARALLEL WITH EAST LOT 1 ALDER AVENUE TO SOUTH LOT 1 SAID SECTION THENCE EAST 68 FEET THENCE NORTH TO POINT OF BEGINNING.

PARCEL 2: APN 0240-241-47-0-000

PARCEL 1 OF PARCEL MAP NO. 5261 AS SHOWN BY MAP ON FILE IN BOOK 50, PAGE 38 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL I: APN 0240-241-33-0-000

THE WEST 130.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE NORTH 168.00 FEET.

ALSO EXCEPT THE SOUTH 40.00 FEET.

PARCEL J: APN 0240-241-19-0-000

THE NORTH 168 FEET OF THE WEST 130 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE WESTERLY 44 FEET OF SAID LAND, AS CONVEYED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, BY DEED RECORDED OCTOBER 16, 1985 AS INSTRUMENT NO. 85-258780.

PARCEL K: APN 0240-241-20-0-000

THE SOUTH 132 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL L: APN 0240-241-21-0-000

THE NORTH 66 FEET OF THE SOUTH 198 FEET TO THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

PARCEL M: APN 0240-241-22-0-000

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS PER GOVERNMENT SURVEY.

EXCEPTING THE NORTH 1 ACRE AND EXCEPTING THE SOUTH 198 FEET.

PARCEL N: APN 0240-241-23-0-000

THE NORTH ONE ACRE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

PARCEL O: APN 0240-241-48-0-000

PARCEL 2 OF PARCEL MAP NO. 5261, PER MAP ON FILE IN BOOK 50, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

PARCEL P: APN 0240-241-24-0-000

THE SOUTH 65.8 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, RECORDS OF SAID COUNTY.

PARCEL Q:

PARCEL 1: APN 0240-241-41-0-000

THE NORTH 65.8 FEET OF THE SOUTH 263.2 FEET OF THE NORTH 1/2 OF THE NORTHWEST

1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 2: APN 0240-241-34-0-000

THE NORTH 65.8 FEET OF THE SOUTH 197.4 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER RECORDS OF SAID COUNTY, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 3: APN 0240-241-40-0-000

PORTION SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH RANGE 5 WEST DESCRIBED AS COMMENCING 132 FEET WEST OF NORTHEAST CORNER WEST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SAID SECTION 33 THENCE WEST 68 FEET THENCE SOUTH PARALLEL WITH EAST LOT 1 ALDER AVENUE TO SOUTH LOT 1 SAID SECTION THENCE EAST 68 FEET THENCE NORTH TO POINT OF BEGINNING.

PARCEL 4: APN 0240-241-30-0-000

THE NORTH 65.8 FEET OF THE SOUTH 131.6 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE GOVERNMENT SURVEY.

APNs: 0240-241-10, 0240-241-38, 0240-241-56, 0240-241-55, 0240-241-37, 0240-241-14, 0240-241-15, 0240-241-16, 0240-241-17, 0240-241-32, 0240-241-47, 0240-241-33, 0240-241-19, 0240-241-20, 0240-241-21, 0240-241-22, 0240-241-23, 0240-241-48, 0240-241-24, 0240-241-30, 0240-241-34, 0240-241-41 AND 0240-241-40

ATTACHMENT NO. 2

DEVELOPMENT IMPACT FEES

Impact Fee Categories	*Agency*	*Unit*	*Unit Cost*	*Notes*
General Facilities	City of Rialto	bsf	$ 0.06321	FIXED
Law Enforcement	City of Rialto	bsf	$ 0.04628	FIXED
Fire Protection	City of Rialto	bsf	$ 0.07573	FIXED
Park Development	City of Rialto		N/A	FIXED
Open Space	City of Rialto	bsf	$ 0.12	FIXED
Library Facilities	City of Rialto	bsf	N/A	FIXED
Regional Traffic Fee	City of Rialto	bsf	$ 2.26 (IND)	STC
Street Medians	City of Rialto	bsf	$ 0.020	FIXED
Storm Drain Facilities	City of Rialto	acre	$31,507.97	FIXED
Sewage Collection	City of Rialto	lff	$ 71.53	FIXED
Sewage Treatment*	City of Rialto	bsf	$ 0.25034	FIXED
RSP/EIR Fee	City of Rialto	acre	$3,168.59	FIXED
RSP-Traffic Mitigation Fair Share Fee	City of Rialto	bsf	$ 0.14240	FIXED

Legend

acre	Acre
bsf	Building Square Footage
lff	Linear Frontage Foot
STC	Subject To Change

*Sewage Treatment Fee is based upon a standard warehouse user (Group II Commercial Low Strength). The Sewage Treatment Fee shall be levied based upon the characteristics of the occupant in accordance with the schedule in effect as of July 1, 2015.

ATTACHMENT NO. 3

SITE PLAN

ATTACHMENT NO. 4

DESCRIPTION OF REQUIRED PUBLIC IMPROVEMENTS

Required Public Improvements (To be constructed by Owner)

The description of the Required Public Improvements set forth in Items 1 through 7 is intended to clarify any ambiguity in, and set forth the full extent of, the description of the corresponding public improvement obligations imposed by the City in the Conditions of Approval for the Project (Precise Plan of Design No. 2400) (but not public or private improvement obligations imposed by other entities (not affiliated with the City of Rialto), such as utility companies or water companies, regardless of whether such improvement obligations are referenced in Precise Plan of Design No. 2400).

To the extent any requirements and condition(s) listed in the Conditions of Approval for the Project (Precise Plan of Design No. 2400) are ambiguous, the scope of the Required Public Improvements as defined in Items 1 through 7 shall prevail; *provided, however,* Owner shall design and construct all public improvements in compliance with the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied, subject to the review and approval of the Director of Public Works/City Engineer or his or her designee, which approval shall not be unreasonably withheld or delayed.

1. **Baseline Road (between Alder Avenue and Laurel Avenue) (the "Baseline Improvements")*:** Construct improvements along and in Baseline Road (100' ROW) (between Alder Avenue and Laurel Avenue) pursuant to the final Renaissance Specific Plan for the City of Rialto dated November 2010 (the "**RSP November 2010**"). The Baseline Improvements shall consist of the following: Property frontage landscaping, sidewalk, parkway, street lights, curb, gutter, two (2) travel lanes (not to exceed 29' total for both lanes, or as reasonably required by the City's Public Works Director) on the north side of Baseline Road, a 14' wide street median, and street improvements on the south side of Baseline Road to allow two (2) travel lanes for east-bound traffic, and such other improvements as may be required to meet standard City requirements as stated in the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied. Nothing contained herein shall require any subsurface wet utility improvements in Baseline Road except for utility connections that will be required for the Property. (This is a portion of the "**Baseline/Alder Improvements**" referred to in the Development Agreement).

   Owner shall be obligated to construct the Baseline Improvements outside the boundaries of its Property provided that the required right of way has been dedicated (for street and public utility purposes) on or before January 1, 2016. If the required right of way has not been dedicated (for street and public utility purposes) by such date, Owner shall reimburse the City for the cost of constructing the Baseline Improvements outside the boundaries of its Property.

   * Hard Costs and Soft Costs of the Baseline Improvements are subject to reimbursement by the City in accordance with the terms of this Agreement (including, without limitation, the provisions of Section 3.5.1(a)).

2. **Baseline Road (between Alder Avenue and Laurel Avenue) ("Baseline Dry Utility Work"):** Underground all existing overhead dry utility lines.

3. **Alder Avenue (between Baseline Road and Miro Way)(the "Alder Improvements")**:** Construct improvements along and in Alder Avenue (100' ROW) (between Baseline Road and Miro Way) pursuant to the RSP November 2010.

   If the City has acquired and dedicated (for street and public utility purposes) the full right of way (to complete the full width improvements) on the west side of Alder Avenue on or before January 1, 2016, the Alder Improvements shall consist of the following: Property frontage landscaping, sidewalk, parkway, street lights, curb, gutter, two (2) travel lanes (not to exceed 29' total for both lanes, or as reasonably required by the City's Public Works Director) on the east side of Alder Avenue, a 16' wide street median, and such other improvements as may be required to meet standard City requirements as stated in the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied. Nothing contained herein shall require any subsurface wet utility improvements in Alder Avenue except for utility connections that will be required for the Property. The improvements described in this paragraph shall be referred to as "**Scenario #1**." (This is a portion of the "**Baseline/Alder Improvements**" referred to in the Development Agreement.)

   If the City has not acquired and dedicated (for street and public utility purposes) the full right of way (to complete the full width improvements) on the west side of Alder Avenue on or before January 1, 2016, the Alder Improvements shall consist of the following: Property frontage landscaping, sidewalk, parkway, street lights, curb, gutter, two (2) travel lanes (not to exceed 29' total for both lanes, or as reasonably required by the City's Public Works Director) on the east side of Alder Avenue, street improvements on the west side of Alder Avenue to allow two (2) travel lanes for south-bound traffic, and such other improvements as may be required to meet standard City requirements as stated in the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied. Nothing contained herein shall require any subsurface wet utility improvements in Alder Avenue except for utility connections that will be required for the Property. The improvements described in this paragraph shall be referred to as "**Scenario #2**." (This is a portion of the "**Baseline/Alder Improvements**" referred to in the Development Agreement.)

   Additionally, with Scenario #2, Owner shall reimburse the City for one-half (1/2) of the cost of the 16' wide street median in the form of an in-lieu fee. If Owner proceeds with Scenario #2, the in-lieu fee for one-half (1/2) of the cost of the 16' wide street median is estimated to be an amount equal to $153,877.60, which amount shall be adjusted to reflect the actual costs of such construction as agreed to by Owner and the City. Such in-lieu fee shall be paid upon the issuance and acceptance of the building Permit for the Private Improvements.

   ** Hard Costs and Soft Costs of the Alder Improvements are subject to reimbursement by the City in accordance with the terms of this Agreement (including, without limitation, the provisions of Section 3.5.1(a)).

4. **Miro Way (between Alder Avenue and Laurel Avenue)(the "Miro Improvements"):** Construct improvements along and in Miro Way (84' ROW) (between Alder Avenue and Laurel Avenue) pursuant to the RSP November 2010. The Miro Improvements shall consist of the following: Property frontage landscaping, sidewalk, parkway, street lights, fire hydrants and lateral connections, curb, gutter, parking/bike lane and two (2) travel lanes (not to exceed 32' total for the parking/bike lane and both travel lanes, or as reasonably required by the City's Public Works

Director), and such other improvements as may be required to meet standard City requirements as stated in the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied. Nothing contained herein shall require any subsurface street improvements in Miro Way except for utility connections that will be required for the Property.

If the Miro Improvements are fully constructed (excluding landscaping) by unaffiliated third parties, Owner shall pay an in-lieu fee for the Miro Improvements, such in-lieu fee shall be in an amount equal to $366,778.36. Such in-lieu fee shall be paid upon the issuance and acceptance of the building Permit for the Private Improvements. Payment of such in-lieu fee shall fully satisfy Owner's obligation to construct the Miro Improvements.

5. **Laurel Avenue (between Baseline Road and Miro Way) (the "Laurel Improvements"):** Construct improvements along and in Laurel Avenue (64' ROW) (between Baseline Road and Miro Way) pursuant to the RSP November 2010. The Laurel Improvements shall consist of the following: Property frontage landscaping, sidewalk, parkway, street lights, curb, gutter, parking lane, one (1) travel lane (not to exceed 12', or as reasonably required by the City's Public Works Director) on the west side of Laurel Avenue, and grind and overlay of the existing asphalt to provide a total of two (2) travel lanes or as may be required to meet standard City requirements as stated in the City's Standard Plans and Drawings for Public Improvements then in effect and uniformly applied. Nothing contained herein shall require any subsurface wet utility improvements in Laurel Avenue except for utility connections that will be required for the Property.

   Owner shall be obligated to construct the Laurel Improvements outside of the boundaries of its Property provided that the required right of way has been dedicated (for street and public utility purposes) on or before January 1, 2016. If the required right of way has not been dedicated (for street and public utility purposes) by such date, Owner shall reimburse the City for the cost of constructing the Laurel Improvements outside the boundaries of its Property.

6. **Intersection of Baseline Road and Alder Avenue***:** Modify Traffic Signal. (This is the "**Baseline/Alder Traffic Signal (Modification)**" referred to in the Agreement.)

   *** Hard Costs and Soft Costs of the Baseline/Alder Traffic Signal (Modification) are subject to reimbursement by the City in accordance with the terms of this Agreement (including, without limitation, the provisions of Section 3.5.1(b)).

7. **Intersection of Baseline Road and Laurel Avenue****:** Construct a standard traffic signal. (This is the "**Baseline/Laurel Traffic Signal**" referred to in the Agreement.)

   **** Hard Costs and Soft Costs of the Baseline/Laurel Traffic Signal are subject to reimbursement by the City in accordance with the terms of this Agreement (including, without limitation, the provisions of Section 3.5.1(c)).

For items 1 thru 7 above in this Attachment No. 4, with the approval of the City (granted or denied in the City's sole and absolute discretion), Owner shall have the option to reimburse the City (instead of completing the Required Public Improvements) for the cost of constructing the Required Public Improvements in the form of an in-lieu fee, which fee shall be agreed upon by Owner and City and documented in an Operating Memorandum (as defined in this Agreement). Payment of such in-lieu fees shall fully satisfy Owner's obligation to construct the applicable Required Public Improvements.

Notwithstanding any provision to the contrary in the Agreement and for the avoidance of doubt or ambiguity, with respect to all of the Required Public Improvements as defined above in Items 1 through 7, Owner shall use all commercially-reasonable efforts to obtain any required right of way or access to private property in connection with any Dedication or construction of the Required Public Improvements (as defined above in Items 1 through 7) and the Total ROW Costs (as defined in Section 3.4) shall be allocated and reimbursed (or credited) as provided in Section 3.4; *provided, however*, if the Owner is unable to obtain such required right of way, Owner shall request that the City obtain such required right of way. Thereafter, the City shall use good faith efforts to obtain such required right of way. In the event the City is unable to obtain the required right of way, Owner and the City shall meet and confer regarding potential changes to the design of the Project and/or the Required Public Improvements and/or the waiver of specified conditions, and/or for a monetary payment in lieu of the obligation to construct such Required Public Improvements or any portion thereof; *provided, however,* nothing in this Agreement or this Attachment No. 4 shall be construed to waive any required condition of approval of the Project. To the extent Owner and the City agree upon such in-lieu fee, payment of such in-lieu shall fully satisfy Owner's obligations to construct such applicable Required Public Improvements.

ATTACHMENT NO. 5

BIDDING AND CONTRACT REQUIREMENTS FOR PUBLIC IMPROVEMENTS

Bidding Phase

A. Bidding Documents. Unless otherwise noted, the bidding documents shall conform to the following minimum requirements and shall be submitted to the City for its prior written approval before release for bid. The City shall review and approve, conditionally approve, or disapprove the bidding documents within fifteen (15) days after receipt:

1. Unless impractical due to the nature of the Public Improvements, the bid proposal shall be unit priced rather than lump sum or time and materials.

2. It is recommended that the bidding documents require the bidder/contractor to provide the following bonds:

   a. Bid Bond - 10% of the amount of the bid.

3. The bidding documents shall require the successful bidder to provide evidence of comprehensive public liability insurance in the amount of at least $2,000,000 prior to the award of the contract.

4. The bidding documents shall provide for monthly progress payments to the contractor (with respect to the Additional Public Improvements).

5. The contractor shall be required to pay prevailing wages pursuant to Section 2.7 of this Agreement.

6. The bidding documents must clearly state the time, date, and place where bids are to be submitted and opened.

7. The bidding documents shall clearly state the amount of time to complete the work. The time allowed must be reasonable for the amount of work. Accelerated construction time allowances must be supplementally bid, and are not eligible for public finance unless previously approved by the City's Public Works Director.

8. The bid documents must require the contractor to provide 100% faithful performance and 100% labor/materials bonds.

9. Owner shall keep a bidders list with e-mail addresses, and addenda should be sent via email to ensure quick receipt

10. Conditioned bids shall not be accepted.

B. Owner may pre-qualify bidders in accordance with California Public Contract Code Section 20101, by requiring all persons interested in bidding on any portion of the Public Improvements to submit current financial statements and a pre-qualification questionnaire in a form approved by the City, and by scoring each submission based on reasonable, objective criteria reasonably acceptable to the City. Owner must implement an appeals procedure for responding to disputes in compliance with California Public Contract Code Section 20101(d). If Owner elects to pre-qualify bidders, only those bidders who have submitted complete pre-qualification packets and obtained the minimum required score based on the objective rating system adopted by Owner (and approved by the City) shall be permitted to bid on any portion of the construction work for the Public Improvements.

C. Owner shall keep a log of all persons obtaining pre-qualification questionnaires and/or bidding documents and all persons who submit pre-qualification questionnaires and/or bids and their mailing addresses.

D. Addenda shall be mailed by first class mail (or submitted by confirmed electronic transmission) to all bidding document holders and the City's Public Works Director at the same time. The last addendum shall be issued no later than three (3) Business Days prior to the date of opening bids.

E. Submitted bids shall be in sealed envelopes.

F. Bids shall not be accepted after the stated time for submission.

G. Bid opening shall be conducted by Owner at Owner's place of business or other site mutually acceptable to Owner and the City's Public Works Director.

H. Sealed bids shall be opened and read aloud immediately following the submission time. The City's Public Works Director shall be invited to attend the bid opening.

I. Conditioned bids, unless the bid proposal lists them for all to bid on, shall not be accepted.

J. The arithmetic of the lowest bid proposals received shall immediately be checked for errors.

K. All bids received shall be provided to the City's Public Works Director. The City's Public Works Director may, in his or her reasonable discretion, reject any and all bids that he or she determines to be nonresponsive.

L. Award shall be made to the lowest responsible qualified bidder within five (5) Business Days after the bid opening. No fewer than three (3) bids must be received for each Construction Contract to be awarded (other than the Construction Contract between Owner and Construction Manager).

M. A preconstruction meeting shall be held with the contractor prior to beginning the work. A City representative shall be invited to attend the meeting.

N. The Notice to Proceed shall be issued within a reasonable period of time following the contract execution.

Construction Phase

A. The City's Public Works Director shall be provided a copy of the construction schedule.

B. Owner shall require the contractor to conduct weekly construction status meetings to which the City's Public Works Director shall be invited.

C. Any additional costs incurred for the benefit of Owner, such as accelerating the construction schedule, shall not be eligible for reimbursement unless previously approved by the City's Public Works Director.

D. Any additional construction costs incurred due solely to unexcused delays caused by Owner shall not be eligible for reimbursement under this Agreement.

E. All contracts and construction related records shall be available to the City as and when required for the final determination of eligible costs for reimbursement.

F. Owner must file a Notice of Completion within 30 days of the City's approval of the Public Improvements (determining substantial completion).

G. Owner must comply with all applicable requirements of the Public Contract Code with regard to stop notices and liens filed.

H. Owner shall make prompt payment to all contractors and subcontractors.

I. Amounts reflected in any stop notice filed against Owner or the City shall be withheld from progress payments to contractors/subcontractors.

J. All public improvements constructed by Owner are subject to inspection by or on behalf of the City Engineer. Construction shall be scheduled to allow for periodic inspection by the City Engineer or his or her designee. Owner's contractor will be required to provide adequate quality assurance and quality control measures to ensure all public improvements are constructed in accordance with the Standard Specifications for Public Works Construction or Caltrans Standard Specifications, as appropriate for the work to be constructed.

General

Any deviation from these rules must be approved by the Public Works Director.

ATTACHMENT NO. 6

PUBLIC IMPROVEMENT BUDGET

Construction Costs*	Construction Cost Estimates
REQUIRED PUBLIC IMPROVEMENTS	
1. Baseline Improvements:**	$ 850,000.00
2. Baseline Dry Utility Work:	$1,300,000.00
3. Alder Improvements: **	$ 850,000.00
4. Miro Improvements :	$ 500,000.00
5. Laurel Improvements:	$ 500,000.00
6. Baseline/Alder Traffic Signal (Modification):** Traffic Signal (Modification)	$ 150,000.00
7. Baseline/Laurel Traffic Signal:** Traffic Signal	$ 225,000.00
Soft Costs - Baseline/Alder Improvements**	$ 125,000.00
Soft Costs – Baseline/Alder Traffic Signal (Modification)**	$ 15,000.00
Soft Costs - Baseline/Laurel Traffic Signal**	$ 25,000.00
Total	$4,540,000.00

***The amounts set forth above for Construction Costs for the Required Public Improvements are estimates and are only provided for reference purposes. The actual Construction Costs will be obtained when bidding for the Required Public Improvements is complete.**

****Regional Traffic Fee eligible for Fee Credits.**

+

ATTACHMENT NO. 7

FAIR SHARE FEES

In-Lieu Fees

Improvement	Amount
Alder Avenue at SR-210 WB Ramps*	
Convert Shared Through Right Lane to Left Through Right Lane	$ 6,115
Alder Avenue at SR-210 EB Ramps*	
Add Dedicated NB Right Turn Lane	$ 42,140
Alder Avenue at Renaissance Parkway – Interim Capacity Improvement*	
Convert SB Right Turn Lane to Shared Through Right Lane	$ 13,479
Laurel Avenue at Baseline Road – Interim Capacity Improvement*	
Signalization of Intersection	$ 139,326
Ayala Drive: Renaissance Parkway to Fitzgerald Avenue – Interim Capacity Improvement*	
Add one lane in NB direction (0.57 miles)	$ 42,175
TOTAL	**$ 243,234**

* As noted in the Development Agreement, payment (or receipt of credit against) of the Regional Traffic Fee and RSP Traffic Impact Fee to the City shall satisfy the Fair Share Fees outlined above.

ATTACHMENT NO. 8

FORM OF MAINTENANCE AGREEMENT

RECORDING REQUESTED BY: **AND** **WHEN RECORDED MAIL TO:** City Clerk City of Rialto 150 S. Palm Avenue Rialto, California 92376 Exempt From Recorder's Fees Pursuant to GOVERNMENT CODE §6103	

(ABOVE SPACE FOR RECORDER'S USE ONLY)

MAINTENANCE AGREEMENT

This **MAINTENANCE AGREEMENT** is made as of October 27, 2015 (this "**Maintenance Agreement**"), by and between the **CITY OF RIALTO,** a municipal corporation (the "**City**"), and **PDC OC/IE LLC**, a Delaware limited liability company ("**Owner**"), with reference to the following Recitals.

A. Owner is the owner of that certain real property located in the City of Rialto, County of San Bernardino, State of California, more particularly described in Exhibit A attached hereto (the "**Property**").

B. Owner will be constructing certain improvements at the Property comprised of an approximately 742,514 square foot warehouse/distribution facility with certain onsite improvements and landscaping (collectively, the "**Private Improvements**").

C. As a condition to the development of the Property with the Private Improvements, City has required that this Maintenance Agreement be entered into and recorded in order to evidence the requirements applicable to the performance of maintenance of the Private Improvements being constructed on the Property by Owner.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. **Performance of Maintenance**.

(a) Owner shall maintain the Private Improvements at the Property in accordance with the Maintenance Standards (as hereinafter defined). Such "**Private Improvements**" shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation equipment, and architectural elements identifying the Property.

(b) To accomplish such maintenance, on or before the date of the last approval or inspection signoff on the building inspection card or permit for the Private Improvements or equivalent (the "**C/O Date**"), Owner shall either staff or contract with and hire licensed and qualified personnel to perform such maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Maintenance Agreement.

(c) On and after the C/O Date, the following standards ("**Maintenance Standards**") shall apply to Owner's maintenance obligations under this Maintenance Agreement, and shall apply to Owner and its maintenance staff, contractors or subcontractors, to the extent applicable to the Private Improvements:

(1) Landscape maintenance shall include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, and monitoring of irrigation systems at the Property (*provided, however,* such landscaping and irrigation system management shall be performed in a manner such that road conditions and/or driver visibility on adjacent streets is not adversely affected); replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas at the Property; and staking, as needed, for support of trees located at the Property.

(2) Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and other paved areas at the Property in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from the Property prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(3) All maintenance work performed in accordance with the Maintenance Standards shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

(4) Any and all Hazardous Materials (including any pesticides) used in and during such maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that portions of the Property are open to public access. For purposes of this Maintenance Agreement, "**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any Laws, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "acutely hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v)

petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), (x) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601), (xi) Methyl-Tertiary Butyl Ether, or (xii) any other substance, whether in the form of a solid, liquid, gas or any other form whatsoever, which by any Laws either requires special handling in its use, transportation, generation, collection, storage, handling, treatment or disposal, or is defined as "hazardous" or harmful to the environment.

(5) The Private Improvements shall be maintained in conformance and in compliance with the permitted construction plans, as the same may be amended from time to time with the approval of City, and reasonable commercial development maintenance standards for similar projects, including but not limited to: painting and cleaning of all exterior surfaces and other exterior facades.

(6) The Private Improvements shall be maintained as required by this Maintenance Agreement in good condition and in accordance with the custom and practice generally applicable to comparable industrial warehouse and distribution developments located in Southern California.

2. **Failure to Maintain Improvements**. In the event Owner does not maintain the Private Improvements in the manner set forth herein and in accordance with the Maintenance Standards, then subject to the Notice (as defined in this Maintenance Agreement) and cure rights of Owner set forth herein, City shall have the right to maintain such Private Improvements at the Property, or to contract for the correction of deficiencies identified to Owner in a Maintenance Deficiency Notice (as hereinafter defined) delivered to Owner. Prior to taking any such action, City shall deliver written Notice (as hereinafter defined) to Owner (a "**Maintenance Deficiency Notice**") that the Private Improvements are not being maintained in accordance with the Maintenance Standards, which Maintenance Deficiency Notice shall specify in reasonable detail the deficiencies and the actions required to be taken by Owner to cure such deficiencies. Owner shall have forty-five (45) days from the date of delivery of a Maintenance Deficiency Notice within which to correct, remedy or cure the identified deficiencies (or shall commence such correction, remedy or cure of such deficiencies within such forty-five (45) days and diligently pursue the same to completion within a reasonable time, with respect to such deficiencies which reasonably require more than forty-five (45) days to correct, remedy or cure).

In the event Owner fails to correct, remedy, or cure (or has not commenced correcting, remedying or curing such deficiency) with the applicable Notice and cure periods provided above, then City shall have the right to deliver Owner a written Notice of default under this Maintenance Agreement (a "**Maintenance Default Notice**"). In the event that Owner fails to respond to such Maintenance Default Notice within five (5) business days from delivery thereof to Owner with reasonably satisfactory assurance that Owner has commenced the cure of such maintenance defaults and will promptly and diligently pursue such cure to completion, then City shall have the right to maintain the Private Improvements, and Owner hereby agrees to reimburse City for all reasonable costs and expenses incurred by City in so maintaining the Private Improvements, which reimbursement shall be due and payable within ten (10) days of delivery of an itemized invoice therefor together with reasonable backup therefor. Until so paid, City shall have a lien on the Property for the amount of such costs and expenses (a "**Maintenance Lien**"), which Maintenance Lien shall be perfected by the recordation of a "Notice of Claim of Maintenance Lien" against the Property (a

"**Maintenance Lien Notice**"). Upon recordation of a Maintenance Lien Notice against the Property, such Maintenance Lien shall constitute a lien on the fee estate in and to the Property prior and superior to all after recorded monetary liens to the extent provided or permitted under applicable law; *provided, however*, any such Maintenance Lien shall be subject and subordinate to any lease or sublease of the interest of Owner in the Property or any portion thereof and to any easement affecting the Property or any portion thereof entered into at any time (either before or after) the date of recordation of such Maintenance Lien Notice. Any Maintenance Lien in favor of City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Maintenance Lien Notice describing such Maintenance Lien as aforesaid, and no such Maintenance Lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such Maintenance Lien. No Maintenance Lien in favor of City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement (currently existing or hereafter created) unless such instrument is expressly subordinated to such Maintenance Lien. Upon foreclosure of any mortgage or deed of trust made in good faith and for value and recorded prior to the recordation of any unsatisfied Maintenance Lien Notice, the foreclosure-purchaser shall take title to the Property free of any Maintenance Lien imposed by City that has accrued up to the time of the foreclosure sale, and upon taking title to the Property, such foreclosure-purchaser shall only be obligated to pay costs payable under this Maintenance Agreement accruing after the foreclosure-purchaser acquires title to the Property. Owner acknowledges and agrees that City may also pursue any and all other remedies available in law or equity. Owner shall be liable for any and all attorneys' fees, and other legal costs or fees incurred in enforcing City's rights and remedies under this Maintenance Agreement following the delivery of a Maintenance Default Notice and the expiration of the five (5) day cure period without commencing to cure of such default.

3. **Compliance with Law**. In performing its obligations under this Maintenance Agreement, Owner shall comply with all applicable Laws. For purposes of this Maintenance Agreement, "**Law**" or "**Laws**" shall mean and include any official legislative enactment of a governmental agency, public body, or court applicable to Owner or the Property. "**Laws**" shall include but not be limited to case law, constitutional provisions, statutes, ordinances, initiatives, resolutions, policies, orders, rules, and regulations. A matter is a "**Law**" regardless of whether it was imposed by a legislative body (such as the City Council or State Legislature), an administrative agency (such as the Public Utilities Commission), the electorate (as by initiative or referendum), court (by judgment, order or opinion), or any other official body (such as the Planning Commission), and regardless of whether it is federal, state, or local.

4. **Covenants Running With the Land; City as Beneficiary; Right to Enforce**. The covenants contained in this Maintenance Agreement shall be binding upon Owner, and its successors-in-interest and assigns (during the period of their respective ownership of the Property) and the Property and shall run with the land and shall be for the benefit and in favor of City. City is deemed the beneficiary of the terms and conditions of this Maintenance Agreement. In the event of any breach of this Maintenance Agreement, which is not cured within the applicable notice an cure periods provided in this Maintenance Agreement, then City shall have the right to enforce this Maintenance Agreement in accordance with its terms and may institute an action, at law or in equity, to enforce this Maintenance Agreement.

5. **No Impairment of Mortgages; Responsibility of Successors**. No breach of the covenants herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any mortgage or deed of trust encumbering the Property made in good faith

and for value. Any party acquiring ownership of the Property as a result of foreclosure, deed-in-lieu of foreclosure or otherwise, shall assume the liability of any predecessor in title, but such new owner shall be responsible for all continuing violations during the period of its ownership of the Property.

6. **Notices**. All Notices and other communications given pursuant to this Maintenance Agreement shall be in writing and shall be deemed received when personally delivered, upon the first business day after prepaid deposit with a recognized overnight delivery service with instructions to deliver the next business day, or upon the fifth calendar day after deposit in the United States mail, first-class, registered or certified, postage prepaid, return receipt requested at the following addresses:

If to City:
City of Rialto
150 South Palm Avenue
Rialto, California 92376
Attn: City Administrator
Tel: (909) 820-2689
Fax: (909) 820-2527

With copies to:
Aleshire & Wynder LLP
18881 Von Karman Avenue
Tower 17, Suite 1700
Irvine, California 92612
Attn: Fred Galante, City Attorney
Tel: (949) 223-1170
Fax: (949) 223-1180

If to Owner:
PDC OC/IE LLC
c/o Panattoni Development Company, Inc.
20411 S.W. Birch Street
Suite 200
Newport Beach, California 92660
Attention: Stephen M. Batcheller
Telephone: (949) 296-2922
Email: sbatcheller@panattoni.com

With copies to:
Panattoni Development Company, Inc.
20411 S.W. Birch Street
Suite 200
Newport Beach, California 92660
Attention: Jacob LeBlanc
Telephone: (949) 296-2943
Email: jleblanc@panattoni.com

and to: Liner LLP
1100 Glendon Avenue
14th Floor
Los Angeles, California 90024
Attention: Todd Evan Stark, Esq.
Telephone: (310) 500-3628
Facsimile: (310) 388-5415
Email: tstark@linerlaw.com

Any party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one specified above.

7. **Miscellaneous**.

(a) **Entire Agreement**. This Maintenance Agreement contains the entire agreement between City and Owner regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein.

(b) **Waiver**. No waiver of any provision of this Maintenance Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the party against whom enforcement of the waiver is sought.

(c) **No Third Party Beneficiaries; No Dedication**. This Maintenance Agreement is made and entered into for the sole benefit of City. No other person (such as a taxpayer or citizens' group) shall have any right of action based upon any provision of this Maintenance Agreement. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of City and Owner that this Maintenance Agreement shall be strictly limited to and for the purposes herein expressed and strictly for the benefit of City and Owner and Owner's successors-in-title to the Property.

(d) **Non Liability of Certain Individuals**.

(i) **Officials and Employees of City**. No official or employee of City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by City or for failure of City to enforce the provisions of this Maintenance Agreement, or on any obligations under the terms of this Maintenance Agreement.

(ii) **Owner Parties**. No officer, director, manager, member, employee, agent or representative of Owner (or any of their respective officers, directors, shareholders, partners, members, managers, employees, trustees, beneficiaries, agents or representatives) (collectively, "**Owner Parties**") shall be personally liable to City or its successor in interest, in the event of any default by Owner or for any amount which may become due from Owner or its successors, or on any obligations of Owner under the terms of this Maintenance Agreement.

(e) **Governing Law and Venue**. This Maintenance Agreement is entered into and will be performed in the County of San Bernardino, California, and shall be governed by the laws of the State of California. Any legal action or proceeding concerning this Maintenance Agreement shall be filed and

prosecuted in the appropriate California state court in the County of San Bernardino, California or the federal District Court for the Central District of California. Each party hereto irrevocably consents to the personal jurisdiction of those courts.

(f) **Estoppel Certificates**. Upon the written request of Owner, City shall provide such Owner with a written certificate stating that, to the best of City's actual knowledge, such Owner and the Property is not in violation of any of the provisions of this Maintenance Agreement, or if there are any such violations, stating in sufficient detail the nature of such violations. The certificate shall be delivered to Owner no later than thirty (30) days after such request by such Owner.

(g) **Attorneys' Fees**. In any action between City and Owner to interpret, enforce, reform, modify, rescind or otherwise in connection with any of the terms or provisions of this Maintenance Agreement, the prevailing party in the action or other proceeding shall be entitled, in addition to damages, injunctive relief or any other relief to which it might be entitled, to reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and attorneys' fees.

(h) **Severability**. If a Court invalidates part of this Maintenance Agreement, the remainder shall remain in force and effect unless the invalidation materially impairs a party's consideration, in which event this entire Maintenance Agreement shall terminate.

(i) **Amendment**. This Maintenance Agreement may be modified or amended, in whole or in part, only by an agreement in writing, executed and acknowledged by both City and Owner, duly recorded in the office of the County Recorder for San Bernardino County, California (the "**Official Records**"); any amendment of this Maintenance Agreement shall be void unless recorded in the Official Records.

(j) **Counterparts**. This Maintenance Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, City and Owner have caused their duly authorized representatives to execute this Maintenance Agreement as of the date first above written.

City:

CITY OF RIALTO,
a California municipal corporation

_____
Deborah Robertson, Mayor

ATTEST:

_____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Fred Galante, Esq., City Attorney

Owner:

PDC OC/IE LLC,
a Delaware limited liability company

By: _____
Stephen M. Batcheller,
Local Partner

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

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

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

WITNESS my hand and official seal

_____
SIGNATURE OF NOTARY PUBLIC

EXHIBIT A TO MAINTENANCE AGREEMENT

LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Rialto, County of San Bernardino, State of California, described as follows:

PARCEL A:

PARCEL 1: APN 0240-241-38-0-000

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE EASTERLY 32 FEET, AS CONVEYED TO THE CITY OF RIALTO BY DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NO. 167952 OF OFFICIAL RECORDS.

PARCEL 2: PORTION OF APN 0240-241-10-0-000

THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY PLAT THEREOF.

EXCEPTING THEREFROM SOUTHERLY 340.22 FEET OF SAID EAST ½.

ALSO EXCEPTING THEREFROM THE EAST 32 FEET, AS DEEDED TO THE CITY OF RIALTO IN THE DEED RECORDED NOVEMBER 8, 1979 IN BOOK 9810, PAGE 1348, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 3: PORTION OF APN 0240-241-56-0-000

THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

SAVING AND EXCEPTING THEREFROM THE WESTERLY 2 ACRES THEREOF.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 440 FEET OF SAID WEST ½ LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 2 ACRES AND THE EASTERLY LINE OF THE WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 340.22 FEET LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½ AND THE EASTERLY LINE OF SAID WEST ½.

PARCELS B & C: PORTIONS OF APNS 0240-241-55-0-00 & 0240-241-37-0-00

THAT PORTION OF THE OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST ½, SAID CORNER ALSO BEING ON THE CENTERLINE OF BASE LINE ROAD AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 81, PAGE 43 OF RECORDS OF SURVEYS, RECORDS OF SAID COUNTY;

THENCE NORTH 00°08'08" EAST, 40.00 FEET ALONG THE WEST LINE OF SAID WEST ½ TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID BASE LINE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°08'08" EAST, 622.30 FEET ALONG THE WEST LINE OF SAID WEST ½ TO A POINT ON THE NORTH LINE OF SAID WEST ½;

THENCE NORTH 89°59'06" EAST, 131.54 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF THE WEST 2 ACRES OF SAID WEST ½;

THENCE SOUTH 00°08'08" WEST, 222.29 FEET ALONG THE EAST LINE OF SAID WEST 2 ACRES TO POINT ON THE NORTH LINE OF THE SOUTH 440 FEET OF SAID WEST ½;

THENCE NORTH 89°58'52" EAST, 98.95 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST 95.5 FEET OF THE EAST 3 ACRES OF SAID WEST ½;

THENCE SOUTH 00°06'51" WEST, 240.00 FEET ALONG SAID WEST 95.5 FEET TO THE INTERSECTION OF A LINE LYING PARALLEL TO AND 200.00 FEET NORTH OF SAID CENTERLINE OF BASE LINE ROAD, ALSO BEING THE SOUTH LINE OF SAID WEST ½;

THENCE SOUTH 89°58'52" WEST, 150.00 FEET ALONG SAID PARALLEL LINE;

THENCE SOUTH 00°06'51" WEST, 160.00 FEET PARALLEL TO SAID WEST 95.5 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF BASELINE ROAD;

THENCE SOUTH 89°58'52" WEST, 80.64 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF BASELINE ROAD TO THE TRUE POINT OF BEGINNING.

PARCEL D: APN 0240-241-14-0-000

THE EAST 99.04 FEET TO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY. EXCEPT THEREFROM THE SOUTHERLY 40 FEET THEREOF.

PARCEL E: APN 0240-241-15-0-000

THE WEST 1/2 OF THE EAST 198.08 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF SAN BERNARDINO, RECORDED

JUNE 22, 1956 AS INSTRUMENT NO. 498.

PARCEL F: APN 0240-241-16-0-000

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE EAST 198.08 FEET THEREOF.

ALSO EXCEPTING THEREFROM THE SOUTHERLY 40 FEET AS DESCRIBED IN THE DEED TO THE COUNTY OF SAN BERNARDINO, RECORDED JUNE 22,1956, IN BOOK 3970, PAGE 240 OF OFFICIAL RECORDS.

PARCEL G: APN 0240-241-17-0-000

THE EAST 132 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE & MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE SOUTH 40 FEET THEREOF, AS CONVEYED TO THE COUNTY OF SAN BERNARDINO BY DEED RECORDED JUNE 22, 1956, IN BOOK 3970, PAGE 286, OFFICIAL RECORDS.

PARCEL H:

PARCEL 1: APN 0240-241-32-0-000

PORTION SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH RANGE 5 WEST DESCRIBED AS COMMENCING 132 FEET WEST OF NORTHEAST CORNER WEST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SAID SECTION 33 THENCE WEST 68 FEET THENCE SOUTH PARALLEL WITH EAST LOT 1 ALDER AVENUE TO SOUTH LOT 1 SAID SECTION THENCE EAST 68 FEET THENCE NORTH TO POINT OF BEGINNING.

PARCEL 2: APN 0240-241-47-0-000

PARCEL 1 OF PARCEL MAP NO. 5261 AS SHOWN BY MAP ON FILE IN BOOK 50, PAGE 38 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

PARCEL I: APN 0240-241-33-0-000

THE WEST 130.00 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THE NORTH 168.00 FEET.

ALSO EXCEPT THE SOUTH 40.00 FEET.

PARCEL J: APN 0240-241-19-0-000

THE NORTH 168 FEET OF THE WEST 130 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE WESTERLY 44 FEET OF SAID LAND, AS CONVEYED TO THE CITY OF RIALTO, A MUNICIPAL CORPORATION, BY DEED RECORDED OCTOBER 16, 1985 AS INSTRUMENT NO. 85-258780.

PARCEL K: APN 0240-241-20-0-000

THE SOUTH 132 FEET OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

PARCEL L: APN 0240-241-21-0-000

THE NORTH 66 FEET OF THE SOUTH 198 FEET TO THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

PARCEL M: APN 0240-241-22-0-000

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, AS PER GOVERNMENT SURVEY.

EXCEPTING THE NORTH 1 ACRE AND EXCEPTING THE SOUTH 198 FEET.

PARCEL N: APN 0240-241-23-0-000

THE NORTH ONE ACRE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL, DATED OCTOBER 14, 1875.

PARCEL O: APN 0240-241-48-0-000

PARCEL 2 OF PARCEL MAP NO. 5261, PER MAP ON FILE IN BOOK 50, PAGE 38 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.

PARCEL P: APN 0240-241-24-0-000

THE SOUTH 65.8 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, RECORDS OF SAID COUNTY.

PARCEL Q:

PARCEL 1: APN 0240-241-41-0-000

THE NORTH 65.8 FEET OF THE SOUTH 263.2 FEET OF THE NORTH 1/2 OF THE NORTHWEST

1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 2: APN 0240-241-34-0-000

THE NORTH 65.8 FEET OF THE SOUTH 197.4 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER RECORDS OF SAID COUNTY, ACCORDING TO GOVERNMENT TOWNSHIP PLAT THEREOF.

PARCEL 3: APN 0240-241-40-0-000

PORTION SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SECTION 33, TOWNSHIP 1 NORTH RANGE 5 WEST DESCRIBED AS COMMENCING 132 FEET WEST OF NORTHEAST CORNER WEST 1/2 SOUTHWEST 1/4 SOUTHWEST 1/4 SOUTHWEST 1/4 SAID SECTION 33 THENCE WEST 68 FEET THENCE SOUTH PARALLEL WITH EAST LOT 1 ALDER AVENUE TO SOUTH LOT 1 SAID SECTION THENCE EAST 68 FEET THENCE NORTH TO POINT OF BEGINNING.

PARCEL 4: APN 0240-241-30-0-000

THE NORTH 65.8 FEET OF THE SOUTH 131.6 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE GOVERNMENT SURVEY.

APNs: 0240-241-10, 0240-241-38, 0240-241-56, 0240-241-55, 0240-241-37, 0240-241-14, 0240-241-15, 0240-241-16, 0240-241-17, 0240-241-32, 0240-241-47, 0240-241-33, 0240-241-19, 0240-241-20, 0240-241-21, 0240-241-22, 0240-241-23, 0240-241-48, 0240-241-24, 0240-241-30, 0240-241-34, 0240-241-41 AND 0240-241-40

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

4030 N GEORGIA BLVD, SAN BERNARDINO, CA 92407
Telephone (909) 889-9666 / Fax (909) 885-1253

Christopher Ellis
RIALTO CITY CLERK
290 W RIALTO AVE
RIALTO, CA - 92376

SBS#: 2800382

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: HRGSB - NOTICE OF HEARING-SB

Ad Description:

PDC Public Hearing

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/20/1952, Case No. 73084. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

10/02/2015

Executed on: 10/05/2015
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Barbara Cortez

Signature

NOTICE OF PUBLIC HEARING

PROPOSED DEVELOPMENT AGREEMENT (15-01) BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC PURSUANT TO GOVERNMENT CODE SECTION 65867.

Notice is hereby given that the City Council ("City Council") of the City of Rialto ("City") will hold a public hearing on October 13, 2015 at 6:00 pm in the City Council Chambers at Rialto City Hall (150 South Palm Avenue, Rialto, CA 92376) to consider a Development Agreement (15-01) by and between the City of Rialto and PDC OC/ IE, LLC, a Delaware limited liability company, ("Agreement").

On August 11, 2015, the City Council adopted a Resolution 6795 making certain findings and approving an Addendum to the Renaissance Specific Plan Environmental Impact Report (EIR) (EAR No. 15-25 related to development of a 742,514 square foot warehouse distribution building and associated improvements on a 32 +/- acre site generally located at the northeast corner of Baseline Road and Alder Avenue within the City of Rialto, (collectively, the "Project"). A Notice of Determination for EAR-15-25 and the Project was then filed with the County Clerk on August 13, 2015.

On September 30, 2015, the Planning Commission adopted a Resolution making certain findings and making a recommendation to the City Council to approve the proposed Development Agreement 15-01 by and between the City and PDC OC/ IE, LLC, related to the development of the Project. The proposed Development Agreement establishes the amount of the development impact fees that will be assessed against the Project, locks the amount of the DIF assessed for a period of three years, provides fee credits and/or reimbursements for the cost of public improvements constructed by PDC OC/IE, LLC, and establishes the amount of fair share fees that will be paid in connection with the Project. A copy of the Development Agreement is available for public review in the office of the City Clerk, 290 W. Rialto Avenue, Rialto, CA 92376.

* A 0 0 0 0 0 3 8 9 2 6 8 1 *

At the public hearing, the City Council will consider all evidence and testimony for and against the Agreement. All persons having any objections to the proposed Agreement may appear before the City Council to show cause why the proposed Agreement should not be approved. At any time not later than the hour set for the hearing, any person(s) may file a written statement of their objections with the City Clerk of the City of Rialto. Public comment will end when the public hearing is closed. Should you wish to challenge any action taken by the City Council on the matter following the public hearing, you may be limited to raising in court only those issues you or someone else raised at the public hearing or in written objections submitted to the City Clerk at or prior to the public hearing.

Any questions regarding the proposed Development Agreement should be addressed to Greg Lantz, Economic Development Manager, City of Rialto, 150 S. Palm Avenue, Rialto, CA 92376, and (909) 820-8016 or glantz@rialtoca.gov.

BARBARA A. MCGEE,
CITY CLERK
10/2/15

SBS-2800382#

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF RIALTO APPROVING A DEVELOPMENT AGREEMENT (15 – 01) BY AND BETWEEN THE CITY OF RIALTO AND PDC OC/IE, LLC AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City of Rialto ("City") and PDC OC/IE LLC, a Delaware limited liability company ("Owner") desire to enter into a statutory development agreement to vest certain land use entitlements and to encourage Owner to undertake the assemblage and development of approximately 32.2+/- acres of real property generally located south of Miro Way, west of Laurel Avenue, east of Alder Avenue and north of Baseline Road ("Site"); and

WHEREAS, Developer proposes to develop the Site as a 742,514 square foot warehouse distribution facility with all appurtenant structures and facilities ("Project"); and

WHEREAS, California Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property; and

WHEREAS, Owner has proposed to enter into a development agreement concerning the Project to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the development agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, City staff has prepared and the Owner has reviewed and has concurred with the terms and conditions of the Development Agreement, which is incorporated herein by this reference with the same force and effect as if set forth in full herein ("Development Agreement"); and

WHEREAS, the City approved the Renaissance Specific Plan ("Specific Plan") in November of 2010 to provide for the orderly growth and quality development of the Site in accordance with the City of Rialto General Plan ("General Plan"); and

WHEREAS, the Site is located within the EMP (Employment) Zone of the Specific Plan (Planning Areas 64-67); which accommodates a mixture of light industrial, business park, light manufacturing, assembly, and related industrial, distribution and manufacturing uses; and

WHEREAS, the Project shall consist of 742,514 square feet of building area and shall be used and operated as a warehouse distribution facility; and

WHEREAS, pursuant to the conditions of approval for the Project and the Development Agreement, Owner shall construct certain Required Public Improvements (as defined in the Development Agreement); and

WHEREAS, the Development Agreement also provides for certain Development Impact Fees (defined in the Development Agreement) to be locked for three years following the Effective Date of the Development Agreement and further provides for the City to make certain fee credits and/or reimbursements to Developer in exchange for the construction of specified Required Public Improvements; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan and the Specific Plan; and

WHEREAS, the City and Owner have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Site subject to conditions and requirements set forth therein; and

WHEREAS, Government Code Section 65867.5 requires that a development agreement be adopted by ordinance; and

WHEREAS, Rialto Municipal Code Section 18.79.040 provides for the Planning Commission of the City of Rialto ("Planning Commission") to consider development agreements as required by Government Code Section 65867; and

WHEREAS, on July 8, 2015, the Planning Commission held a duly noticed public hearing to consider the adequacy of the CEQA Compliance Documents, which were prepared in connection with the Project pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. ("CEQA"); and

WHEREAS, after conducting the public hearing and considering all public testimony, the Planning Commission found that (1) the Existing Entitlements are within the scope of the Addendum, (2) the Existing Entitlements are consistent with the General Plan and Renaissance Specific Plan, (3) the Existing Entitlements are compatible with the orderly development of the in the surrounding area;

and (4) the Existing Entitlements will have an overall positive impact on the health, safety, and welfare of the resident and visitors to the City.

WHEREAS, on August 11, 2015, the City Council held a duly noticed public hearing to consider the Addendum for the Renaissance Specific Plan Environmental Impact Report and the Environmental Assessment Review ("EAR") Number 15-25 for the Project (herein, the "CEQA Compliance Documents"); and

WHEREAS, on August 11, 2015, the City Council (a) found and determined that the CEQA Compliance Documents complied with all requirements of CEQA; (b) certified or approved, as applicable, the CEQA Compliance Documents for the Project; and (c) directed the Planning Commission to hold a public hearing to consider the CEQA Compliance Documents; and

WHEREAS, the City filed a Notice of Determination in connection with the Addendum and the Project with the County Clerk on August 13, 2015; and

WHEREAS, on September 30, 2015, the Planning Commission held a duly noticed public hearing in accordance with the provisions of Government Code Section 65090, *et seq*., Government Code Section 65867, and the City of Rialto's Municipal Code, and considered the proposed Development Agreement (15-01); and

WHEREAS, on September 30, 2015, the Planning Commission, after due consideration of all evidence and reports offered at the public hearing, determined that the proposed Development Agreement is consistent with the General Plan and the Specific Plan and contains all necessary elements required by Government Code Section 65864, *et seq*., and Chapter 18.79 of the City of Rialto Municipal Code; and

WHEREAS, on September 30, 2015, the Planning Commission adopted Resolution 15-610 recommending that the City Council of City ("City Council") approve the proposed Development Agreement; and

WHEREAS, on October 13, 2015, the City Council held a duly noticed public hearing, at which time the City Council reviewed and evaluated all of the information and testimony presented regarding the proposed Development Agreement between Owner and City; and

WHEREAS, the Development Agreement will not result in any additional or perceived

changes to the environment than those which have already been assessed under CEQA Compliance Documents, all adopted by the City in accordance with CEQA; and

WHEREAS, the Development Agreement is within the scope of the CEQA Compliance Documents and the CEQA Compliance Documents adequately describe the Project and analyze its potential impacts, as well as the impacts potentially resulting from the approval of the Development Agreement for the purposes of CEQA; therefore, no further environmental review is warranted prior to the consideration of the Development Agreement; and

WHEREAS, all actions required by all applicable law with respect to the proposed Development Agreement have been taken in an appropriate and timely manner; and

WHEREAS, City has duly considered all terms and conditions of the proposed Development Agreement and believes that the Development Agreement is in the best interests of the City, and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES ORDAIN AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Ordinance.

Section 2. The City Council hereby finds and determines, based upon substantial evidence provided in the record before it, that the provisions of the proposed Development Agreement is consistent with the City of Rialto General Plan and the Renaissance Specific Plan.

Section 3. The City Council hereby finds and determines, based upon substantial evidence provided in the record before it, that (a) the development of the Project and all terms and conditions set forth in the Development Agreement are in the best interests of the City and its residents, (b) the Development Agreement and the Existing Entitlements are compatible with the orderly development of the Site and the surrounding area, (c) the Development Agreement will have an overall positive effect on the health, safety and welfare of the residents of and visitors to the City; (d) the Development Agreement constitutes a lawful, present exercise of the City's police power and authority under the Development Agreement Act and Development Agreement Ordinance; and (e) the Development

Agreement is entered into pursuant to and in compliance with the requirements of the Development Agreement Act and the Development Agreement Ordinance.

Section 4. The City Council hereby finds and determines, based upon substantial evidence provided in the record, that the Project and the Development Agreement are within the scope of the CEQA Compliance Documents and the CEQA Compliance Documents were prepared and approved in accordance with all applicable requirements of CEQA.

Section 5. The City Council hereby approves the terms of the Development Agreement. Upon Owner's acquisition of fee title to all portions of the Site, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of City, subject to non-substantive changes approved by the City Attorney. A copy of the Development Agreement when executed shall be placed on file in the office of the City Clerk. The City Administrator, or his designee, is authorized to implement the Development Agreement, take all further actions, and execute all documents that are necessary or appropriate to carry out the Development Agreement.

Section 6. The City Clerk is hereby directed to record the Development Agreement in the Official Records of the County of San Bernardino within ten (10) days of its execution by all parties.

Section 7. This Ordinance shall be effective thirty (30) days from and after the date of the second reading and final passage and adoption hereof.

PASSED APPROVED AND ADOPTED this _____ day of _____, 2015.

DEBORAH ROBERTSON, Mayor

ATTEST:

_____
BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYINDER, LLP

_____
FRED GALANTE, ESQ., City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City Rialto, do hereby certify that the foregoing Ordinance No.____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the ____ day of _____, 2015.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing Ordinance No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA MCGEE, City Clerk

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2015 - 2016 FISCAL BUDGET TO APPROPRIATE FUNDS RELATED TO THE DEVELOPMENT AGREEMENT WITH PDC OC/IE, LLC.

WHEREAS, the budget for fiscal year 2015 -2016 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

WHEREAS, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: Appropriate the following expenditures related to the Development Agreement with PDC OC/IE, LLC, Inc. as follows:

a. Regional Traffic Development Impact Fee Fund Account No. 250-500-4312-3001, in the amount of $2,240,000

\\\\

PASSED APPROVED AND ADOPTED this 13th day of October, 2015.

_____

DEBORAH ROBERTSON, Mayor

ATTEST:

_____

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

_____

FRED GALANTE, ESQ., City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the ____ day of _____, 2015.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution No. ____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA McGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-723	Version:	1	Name:	TAB 2
Type:	Public Hearing			Status:	Agenda Ready
File created:	9/30/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Conduct a Public Hearing to Consider an appeal of the Planning Commission decision denying Conditional Development Permit No. 769 and Variance No. 709 requesting a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages for off-site consumption at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan and Adopt Resolution No. 6833. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Location Map Exhibit B - July 8, 2015 Staff Report Exhibit C - Planning Commission Resolution of Denial for CDP No. 769 Exhibit D - Planning Commission Resolution of Denial for VAR No. 709 Exhibit E - Separation Exhibits Exhibit F - Calls For Service Exhibit G - Draft Resolution				

Date	Ver.	Action By	Action	Result

For the City Council Meeting of [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant CA / Development Services Director

Request City Council to Conduct a Public Hearing to Consider an appeal of the Planning Commission decision denying ***Conditional Development Permit No. 769*** and ***Variance No. 709*** requesting a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages for off-site consumption at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan and Adopt Resolution No. 6833.
(ACTION)

BACKGROUND:
Applicant
Satwinder Singh, 16974 Walnut Court, Fontana, CA 92336.

Location
The project site is located at 509 W. Foothill Boulevard (APN: 0130-012-19) (Refer to attached Location Map (Exhibit A)).

Surrounding Land Use and Zoning

Location	***Existing Land Use***	***Zoning***
Site	Commercial Building	Commercial Pedestrian (C-P)
North	Gas Station	Commercial Pedestrian (C-P)
East	Auto Repair Facility	Commercial Pedestrian (C-P)
South	Single-Family Residence	Single-Family Residential (R-1C)
Southwest	Single-Family Residence	Single-Family Residential (R-1C)
West	Commercial Building	Commercial Pedestrian (C-P)

General Plan Designations

Location	***General Plan Designation***
Site	Specific Plan (Foothill SP)
North	Specific Plan (Foothill SP)
East	Specific Plan (Foothill SP)
South	Residential 6 (2.1 - 6.0 dwelling units per acre)
Southwest	Residential 6 (2.1 - 6.0 dwelling units per acre)
West	Specific Plan (Foothill SP)

Site Characteristics
The project site is a 1,260 square foot inline tenant space within an existing 5,265 square foot multi-tenant commercial building located at the southwest corner of Foothill Boulevard and Lilac Avenue. The commercial property, in which the project site is located, consists of three (3) parcels of land approximately 23,520 square feet or 0.54 acres in size. The overall dimensions of the commercial property are approximately 130 feet (east-west) by 185 feet (north-south).

The project site is bound on the north by Foothill Boulevard and on the east by Lilac Avenue. To the north, across Foothill Boulevard is a Valero gas station consisting of a 3,010 square foot overhead canopy with three (3) fueling dispensers and a 3,090 square foot convenience market. To the east, across Lilac Avenue, is a 2,800 square foot auto repair facility. To the south is a 792 square foot single-family residence, and to the southwest is a 2,207 square foot single-family residence. To the west is 6,400 square foot commercial building. The zoning of the project site and the properties to the north, east, and west is Commercial Pedestrian (C-P) within the Foothill Boulevard Specific Plan. The zoning of the properties to the south and southwest is Single-Family Residential (R-1C).

Planning Commission
On July 8, 2015, the Planning Commission held a public hearing and considered oral and written testimony for Conditional Development Permit No. 769 and Variance No. 709. After consideration,

the Planning Commission denied Mr. Singh's request to obtain a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control (ABC) that would allow the sale of general alcoholic beverages for off-site consumption at the project site. A copy of the staff report from the July 8, 2015 meeting is attached as Exhibit B.

On July 29, 2015, the Planning Commission formally adopted Resolutions of Denial for Conditional Development Permit No. 769 and Variance No. 709 to complete the action taken at the July 8, 2015 hearing (Exhibits C & D).

ANALYSIS/DISCUSSION:

Project Proposal
The Applicant, Mr. Satwinder Singh, owns and operates a convenience market, known as Andy's Mart, at the project site. Andy's Mart has been in existence at the project site for over twenty years. However, the Applicant recently acquired the market in June of 2014. Currently, the Applicant possesses a Type 20 (Off-Sale Beer & Wine) liquor license from the ABC, which limits sales of alcoholic beverages for off-site consumption to beer and wine only. The Applicant is seeking to upgrade to a Type 21 (Off-Sale General) liquor license from ABC to allow the sale of distilled spirits in addition to beer and wine.

Entitlement Requirements
The upgrade from a Type 20 (Off-Sale Beer & Wine) liquor license to a Type 21 (Off-Sale General) liquor license constitutes an expansion of use. According to Table 3.1 within Section 3 (Land Use Districts and Development Standards) of the Foothill Boulevard Specific Plan, the off-sale of liquor is subject to the provisions of Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code (RMC). Per Section 18.110.040 of the RMC, the establishment or expansion of alcoholic beverage sales is subject to the approval of a Conditional Development Permit. The Applicant complied with this requirement and filed a completed Conditional Development Permit application on June 4, 2015.

Locational Requirements
Section 18.110.050 of the Rialto Municipal Code details required locational separation criteria between establishments that engage in the sale of alcoholic beverages for off-site consumption, such as the Applicant's, and similar establishments and sensitive uses. Measurements are obtained by measuring the shortest, direct route from any point upon the outside wall of the project site to the nearest property line of the location in question. The attached separation exhibits (Exhibit E) and the following chart detail the separation distance between the project site and the nearest sensitive uses listed within Section 18.110.050 of the Rialto Municipal Code:

Section 18.110.050	***Separation Requirement***	***Actual Separation***	***Meets Code***
1. Separation from schools			
Bonnie Wee Ones Preschool (449 N. Lilac Ave.)	1,000 ft.	440 ft.	No

2. Separation from churches/parks			
Cornerstone Christian Church (312 N. Lilac Ave.)	500 ft.	436 ft.	No
3. Separation from Residential Areas			
Single-Family Residence (350 N. Lilac Ave.)	100 ft.	17 ft.	No
Single-Family Residence (512 W. Lorraine Pl.)	100 ft.	69 ft.	No
4. Separation from Similar Establishments licensed for Off-Sale General (Type 21) alcohol sales			
Foothill Liquor & Deli (401 W. Foothill Blvd.)	1,000 ft.	615 ft.	No

As shown in the chart, the project site does not comply with any of the separation distances required by Section 18.110.050 of the RMC. As a result, the project does not comply with the criteria necessary to grant approval of the Conditional Development Permit.

Additionally, it should be noted, the separation criteria contained within Section 18.110.050 of the RMC also applies to the existing convenience market's Type 20 (Off-Sale Beer & Wine) liquor license. Since the project site does not comply with the required separation criteria, the existing Type 20 (Off-Sale Beer & Wine) liquor license is itself already considered legal non-conforming, pursuant to Section 18.04.610 of the RMC. Therefore, the Applicant's current proposal seeks to expand upon a legal non-conforming use. Notably though, the Applicant may continue to sell beer and wine at the location, pursuant to the provisions of Chapter 18.60 (Non-Conforming Uses) of the RMC, regardless of the outcome of the application request.

Variance
Per Section 18.64.030 of the Rialto Municipal Code (RMC), the provisions of Title 18 (Zoning) of the RMC may be varied subject to Planning Commission approval of a Variance application. As such, the Applicant filed a Variance application to circumvent the deficiency in the required separation criteria related to the liquor license upgrade.

Specifically, the Applicant requests a Variance from the following:

1. The Applicant requests a Variance from Section 18.110.050A of the RMC to reduce the required separation distance between the project site and the nearest school from 1,000 feet to 440 feet; and

2. The Applicant requests a Variance from Section 18.110.050B of the RMC to reduce the required separation distance between the project site and the nearest church or public park from 500 feet to 436 feet; and

3. The Applicant requests a Variance from Section 18.110.050C of the RMC to reduce the required separation distance between the project site and the nearest residential area from 100 feet to 17 feet; and

4. The Applicant requests a Variance from Section 18.110.050D of the RMC to reduce the required separation distance between the project site and the nearest similar establishment licensed for Off-Sale General (Type 21) alcoholic beverage sales from 1,000 feet to 615 feet.

Variance Findings
The purpose of a Variance is to provide flexibility for unusual or atypical physical characteristics of certain properties to prevent practical difficulties or unnecessary hardships that occur through the strict enforcement of development standards upon such properties. The following findings from Section 18.64.020 of the RMC must be made prior to Planning Commission approval of the Variance:

1. That there are exceptional circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same vicinity or district.

The provisions of Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, including the locational criteria detailed in Section 18.110.050 of the Rialto Municipal Code, apply to all properties zoned for commercial uses within the city limits. The Applicant is not singled-out in any way because of the criteria established within Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, and all similar establishments located within the City of Rialto are bound by the same locational criteria.

2. That such variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant as possessed by other property owners in the same vicinity and district.

Enforcement of the locational criteria related to the request to upgrade the liquor license from the California Department of Alcoholic Beverage Control will not prevent, hinder, or terminate the Applicant's current sales of beer and wine. The location criteria that prevent the Applicant from obtaining an upgraded liquor license apply to all other property owners within the Commercial Pedestrian (C-P) zoning district of the Foothill Boulevard Specific Plan, as well as all other property owners within any commercial zone with the City of Rialto. The Applicant is not singled-out in any way because of the locational criteria established within Section 18.110.050 of the Rialto Municipal Code.

3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and district in which the property is located.

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to public drunkenness, loitering, and other safety issues associated with

alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent could potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

4. That the granting of such variance will not adversely affect the master plan.

Granting a variance allowing a significant reduction in the required separation distance between sensitive uses and an establishment that engages in the sale of general alcoholic beverages for off-site consumption, even though no exceptional circumstance exists, sets a dangerous precedent that marginalizes the importance of the Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code. A variance to allow a significant reduction in the required separation distance for no other reason than to satisfy the Applicant will ultimately prevent the City from enforcing the same required separation distance for similar establishments elsewhere in the area and in the same zoning district.

Based on the above, the Planning Commission voted to deny the Variance request.

Conditional Development Permit Findings
In addition to the required Variance findings, the Applicant's proposal must also demonstrate that all of the required findings for granting a Conditional Development Permit can be made in a positive manner. The required findings for all Conditional Development Permits are contained within Section 18.66.020 of the RMC. As documented below, the project does not satisfy finding numbers 1, 2, 5, and 6, because the proposal lacks compliance with any of the separation distances required by Section 18.110.050 of the RMC:

1. The proposed use and development are deemed essential or desirable to provide a service or facility which will contribute to the convenience or general well-being of the neighborhood or community.

The City of Rialto contains several convenience markets and other similar establishments that offer distilled spirits under a Type 21 (Off-Sale General) liquor license. Two (2) nearby establishments already possess Type 21 (Off-Sale General) liquor licenses, specifically Foothill Liquor & Deli, located at 401 W. Foothill Boulevard, and Cardenas Markets, located at 250 W. Foothill Boulevard. The locational separation criteria contained in Section 18.110.050 of the RMC sets a standard for when and where sales of alcoholic beverages for off-site consumption is deemed essential or desirable. According to Section 18.110.050 it is not essential or desirable to locate such a use within close proximity of sensitive uses and within close proximity of another establishment selling distilled spirits under a Type 21 (Off-Sale General) liquor license. The purpose of enforcing a locational separation with respect to sales of alcoholic beverages for off-site consumption is to preserve the well-being and quality of life within the nearby community. The proposed use does not comply with any of the locational separation criteria contained within Section 18.110.050 of the RMC and there are other similar establishments in the nearby area offering distilled spirits to the general public. Therefore, the proposed use is not deemed essential or desirable.

2. The proposed use and development will not be detrimental or injurious to the health, safety or general welfare of persons residing or working in the vicinity.

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent could potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future establishments similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

3. The site for the proposed development is adequate in size, shape, topography, accessibility and other physical characteristics to accommodate the proposed use and development in a manner compatible with existing land uses.

The project site is located within an existing commercial building on a developed property. The Applicant already operates a convenience market with sales of beer and wine within the project site. The addition of the sales of distilled spirits will not physically affect the Applicant's ability to operate the use.

4. The development site has adequate access to those utilities and other services required for the proposed use.

The Site already has access to all utilities and services required through main water, electric, sewer, and other utility lines that are hooked up to the Site. The addition of the sales of distilled spirits at the project site will in no way affect access to utilities.

5. The proposed use will be arranged, designed, constructed and maintained so as it will not be injurious to property or improvements in the vicinity or otherwise be in harmonious with, the general plan of this city and its objectives, zoning ordinances or any applicable specific plan and its objectives.

The purpose of the locational criteria within Section 18.110.050 of the RMC is to prevent the sales of alcoholic beverages for off-site consumption from being injurious to property or improvements in the vicinity. Establishments engaging in the sales of alcoholic beverages for off-site consumption generally contribute to public drunkenness, loitering, and other safety issues. The locational criteria within Section 18.110.050 of the RMC are intended to keep these issues away from sensitive uses such as, schools, churches and residences. The proposed expansion of sales of alcoholic beverages for off-site consumption does not comply with the required locational criteria nor does is comply with goal 2-9 of the Land Use Element and goal 5-9 of the Safety Element of the Rialto General Plan. Therefore, the project has the potential to be injurious to property or improvements in the vicinity.

6. Any potential adverse effects upon the surrounding properties will be minimized to every extent practical and any remaining adverse effects shall be outweighed by the benefits conferred upon the community or neighborhood as a whole.

The purpose of the locational criteria within Section 18.110.050 of the RMC is to minimize adverse effects associated with the sales of alcoholic beverages for off-site consumption, described in finding number two (2) above, by providing a buffer between sensitive uses and establishments such as the Applicant's. The project does not comply with any of the locational criteria within Section 18.110.050 of the RMC. Expanding the sales of alcoholic beverages for off-site consumption at the project site, which does not comply with those locational criteria, could likely have the opposite effect and result in an increase in public drunkenness, loitering, and other safety issues associated with alcohol.

Based on the above, the Planning Commission voted to deny the Conditional Development Permit request.

Safety
Lieutenant Bill Wilson with the Rialto Police Department reviewed the project and stated opposition to the request. The Rialto Police Department voiced concerns with respect to the project site's proximity to nearby schools, churches, and residences.

Additionally, the Planning Division obtained the calls for service to the project site dating back to January of 2014 from the Rialto Police Department (Exhibit F). Since then, the Rialto Police Department has responded to eight (8) calls for service to the location. While the number and the severity of the calls for service has not been significant in the last year and a half, the Rialto Police Department concludes that an expansion of the sales of alcoholic beverages, to include distilled spirits, would likely contribute to an increase in calls for service to the location.

Conclusion
The Applicant's proposal to upgrade to a Type 21 (Off-Sale General) liquor license to allow the sale of distilled spirits in addition to beer and wine for off-site consumption does not comply with the required criteria within Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages). Additionally, the proposal does not meet all of the required findings necessary to grant approval of a Variance and Conditional Development Permit. Though the Applicant submitted a justification letter with the Variance application (Exhibit F), the primary justification provided for granting the Variance is that Applicant cannot compete with establishments already possessing a Type 21 (Off-Sale General) liquor license, and that the business will "continue to lose customers". However, Andy's Mart has been in existence for over twenty (20) years, and historically speaking, has been viable with sale of beer and wine only. Furthermore, the Planning Division advised the Applicant prior to pursuing an upgrade to a Type 21 (Off-Sale General) liquor license that the location does not meet the locational separation requirements from sensitive land uses and that the project site could only be used for the sale of beer and wine.

Since the project site does not meet any of the required locational criteria contained in Section 18.110.050 of the RMC, and since the proposal does not satisfy all the required findings from Section 18.64.020 and Section 18.66.020 of the RMC, the Planning Commission voted to deny Applicant's request and the Planning Division will recommend that the City Council uphold that denial.

ENVIRONMENTAL IMPACT:
The Planning Commission denied Conditional Development Permit No. 769 and Variance No. 709, and therefore no environmental determination is necessary. However, if the Variance and Conditional Development Permit appeal is granted, the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301, Existing

Facilities. Class 1 allows for the exemption of a project involving negligible expansion of use, such as offering additional products at an existing retail store. (E.A.R. 15-21).

GENERAL PLAN CONSISTENCY:
The project is not consistent with the following goals of the Land Use Element and Safety Element of the Rialto General Plan:

Goal 2-9: Protect residential, schools, parks, and other sensitive land uses from the impacts associated with industrial and trucking-related land uses, as well as commercial and retail areas.

Goal 5-9: Reduce criminal activity and discourage criminal involvement in the City of Rialto.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:
No financial impact will occur if the Planning Commission decision to deny Conditional Development Permit No. 769 and Variance No. 709 is upheld. The business will continue to operate as is and continue to pay an annual business license tax relative to the sales of the current operation.

Conversely, the granting of Conditional Development No. 769 and Variance No. 709 allowing the addition of the sales of general alcoholic beverages will result in an increase in sales at the location, albeit insignificant. This will likely translate into a minor increase in the sales taxes and business license tax collected each year from the establishment. However, the additional alcohol sales will likely lead to an increased number of calls for service to the location, thereby negating any potential revenue increases.

RECOMMENDATION:
Staff recommends that the City Council uphold the decision of the Planning Commission denying ***Conditional Development Permit No. 769*** and ***Variance No. 709*** in relation to a request to obtain a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages for off-site consumption at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

Location Map

CITY OF RIALTO PLANNING DIVISION

Conditional Development Permit No. 769: A request to allow the issuance of a Type 21 (Off-Sale General) license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

Variance No. 709: A request to allow a Variance from Section 18.110.050, subsections A through D, of the Rialto Municipal Code to reduce the required separation distance between establishments offering alcoholic beverages for sale for off-site consumption and the following sensitive uses: (i) schools, from 1,000 feet to approximately 440 feet; (ii) churches, from 500 feet to approximately 436 feet; (iii) residential areas, from 100 feet to approximately 17 feet; and (iv) similar establishments possessing a valid Type 21 (Off-Sale General) license, from 1,000 feet to approximately 615 feet, in relation to a request to allow the issuance of a Type 21 (Off-Sale General) license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

North
September 8, 2015

Legislation Details (With Text)

File #:	15-474	Version:	1	Name:	
Type:	Resolution			Status:	Agenda Ready
File created:	6/25/2015			In control:	Planning Commission
On agenda:	7/8/2015			Final action:	

Title: Conditional Development Permit No. 769: A request to allow the issuance of a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sale of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

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Sponsors:

Indexes:

Code sections:

Attachments:
Exhibit A - Location Map
Exhibit B - Site Plan
Exhibit C - Floor Plan
Exhibit D - Photos of the Project Site
Exhibit E - Separation Exhibits
Exhibit F - Applicant's Justification Letter

Date	Ver.	Action By	Action	Result

For the Planning Commission Meeting of July 8, 2015

TO: Honorable Chairman and Planning Commissioners

APPROVAL: Robb Steel, Assistant CA / Development Services Director

REVIEWED BY: Gina M. Gibson, Planning Manager

FROM: Daniel Casey, Associate Planner

Conditional Development Permit No. 769: A request to allow the issuance of a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sale of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

Variance No. 709: A request to allow a Variance from Section 18.110.050, subsections A through D, of the Rialto Municipal Code to reduce the required separation distance between establishments offering alcoholic beverages for sale for off-site consumption and the following sensitive uses: (i) schools, from 1,000 feet to approximately 440 feet; (ii) churches, from 500 feet to approximately 436 feet; (iii) residential areas, from 100 feet to approximately 17 feet; and (iv) similar establishments possessing a valid Type 21 (Off-Sale General) license, from 1,000 feet to approximately 615 feet, in relation to a request to allow the issuance of a Type 21 (Off-Sale General) license from the California Department of Alcoholic Beverage Control for the sale of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

APPLICANT:

Satwinder Singh, 16974 Walnut Court, Fontana, CA 92336.

LOCATION:

The project site is located at 509 W. Foothill Boulevard (APN: 0130-012-19) (Refer to attached Location Map (Exhibit A)).

BACKGROUND:

Surrounding Land Use and Zoning

Location	Existing Land Use	Zoning
Site	Commercial Building	Commercial Pedestrian (C-P)
North	Gas Station	Commercial Pedestrian (C-P)
East	Auto Repair Facility	Commercial Pedestrian (C-P)
South	Single-Family Residence	Single-Family Residential (R-1C)
Southwest	Single-Family Residence	Single-Family Residential (R-1C)
West	Commercial Building	Commercial Pedestrian (C-P)

General Plan Designations

Location	General Plan Designation
Site	Specific Plan (Foothill SP)
North	Specific Plan (Foothill SP)
East	Specific Plan (Foothill SP)
South	Residential 6 (2.1 - 6.0 dwelling units per acre)
Southwest	Residential 6 (2.1 - 6.0 dwelling units per acre)
West	Specific Plan (Foothill SP)

Site Characteristics

The project site is a 1,260 square foot inline tenant space within an existing 5,265 square foot multi-tenant commercial building located at the southwest corner of Foothill Boulevard and Lilac Avenue. The commercial property, in which the project site is located, consists of three (3) parcels of land approximately 23,520 square feet or 0.54 acres in size. The overall dimensions of the commercial property are approximately 130 feet (east-west) by 185 feet (north-south).

The project site is bound on the north by Foothill Boulevard and on the east by Lilac Avenue. To the north, across Foothill Boulevard is a Valero gas station consisting of a 3,010 square foot overhead canopy with three (3) fueling dispensers and a 3,090 square foot convenience market. To the east, across Lilac Avenue, is a 2,800 square foot auto repair facility. To the south is a 792 square foot single-family residence, and to the southwest is a 2,207 square foot single-family residence. To the west is 6,400 square foot commercial building. The zoning of the project site and the properties to the north, east, and west is Commercial Pedestrian (C-P) within the Foothill Boulevard Specific Plan. The zoning of the properties to the south and southwest is Single-Family Residential (R-1C).

ANALYSIS/DISCUSSION:

Project Proposal
The applicant, Mr. Satwinder Singh, owns and operates a convenience market, known as Andy's Mart, at the project site. Andy's Mart has been in existence at the project site for over twenty years. However, the applicant recently acquired the market in June of 2014. Currently, the applicant possesses a Type 20 (Off-Sale Beer & Wine) liquor license from the California Department of Alcoholic Beverage Control (ABC), which limits sales of alcoholic beverages for off-site consumption to beer and wine only. The applicant is seeking to upgrade to a Type 21 (Off-Sale General) liquor license from ABC to allow the sale of distilled spirits in addition to beer and wine.

Entitlement Requirements
The upgrade from a Type 20 (Off-Sale Beer & Wine) liquor license to a Type 21 (Off-Sale General) liquor license constitutes an expansion of use. According to Table 3.1 within Section 3 (Land Use Districts and Development Standards) of the Foothill Boulevard Specific Plan, the off-sale of liquor is subject to the provisions of Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code (RMC). Per Section 18.110.040 of the RMC, the establishment or expansion of sales of alcoholic beverages is subject to the approval of a Conditional Development Permit. The applicant complied with this requirement and filed a completed Conditional Development Permit application on June 4, 2015.

Locational Requirements
Section 18.110.050 of the Rialto Municipal Code details required locational separation criteria between establishments that engage in the sale of alcoholic beverages for off-site consumption, such as the applicant's, and similar establishments and sensitive uses. Measurements are obtained by measuring the shortest, direct route from any point upon the outside wall of the project site to the nearest property line of the location in question. The attached separation exhibits (Exhibit E) and the following chart detail the separation distance between the project site and the nearest sensitive uses listed within Section 18.110.050 of the Rialto Municipal Code:

Section 18.110.050	Separation Requirement	Actual Separation	Meets Code

1. Separation from schools Bonnie Wee Ones Preschool (449 N. Lilac Ave.)	1,000 ft.	440 ft.	No
2. Separation from churches/parks Cornerstone Christian Church (312 N. Lilac Ave.)	500 ft.	436 ft.	No
3. Separation from Residential Areas Single-Family Residence (350 N. Lilac Ave.) Single-Family Residence (512 W. Lorraine Pl.)	100 ft. 100 ft.	17 ft. 69 ft.	No No
4. Separation from Similar Establishments licensed for Off-Sale General (Type 21) alcohol sales Foothill Liquor & Deli (401 W. Foothill Blvd.)	1,000 ft.	615 ft.	No

As shown in the chart, the project site does not comply with any of the separation distances required by Section 18.110.050 of the RMC. As a result, the project does not comply with the criteria necessary to grant approval of the Conditional Development Permit.

Additionally, it should be noted, the separation criteria contained within Section 18.110.050 of the RMC also applies to the existing convenience market's Type 20 (Off-Sale Beer & Wine) liquor license. Since the project site does not comply with the required separation criteria, the existing Type 20 (Off-Sale Beer & Wine) liquor license is itself already considered legal non-conforming, pursuant to Section 18.04.610 of the RMC. Therefore, the applicant's current proposal seeks to expand upon a legal non-conforming use. Notably though, the applicant may continue to sell beer and wine at the location, pursuant to the provisions of Chapter 18.60 (Non-Conforming Uses) of the RMC, regardless of the outcome of the application request.

Variance
Per Section 18.64.030 of the Rialto Municipal Code (RMC), the provisions of Title 18 (Zoning) of the RMC may be varied subject to Planning Commission approval of a Variance application. As such, the applicant filed a Variance application to circumvent the deficiency in the required separation criteria related to the liquor license upgrade.

Specifically, the applicant requests a Variance from the following:

1. The applicant requests a Variance from Section 18.110.050A of the RMC to reduce the required separation distance between the project site and the nearest school from 1,000 feet

to 440 feet; and

2. The applicant requests a Variance from Section 18.110.050B of the RMC to reduce the required separation distance between the project site and the nearest church or public park from 500 feet to 436 feet; and

3. The applicant requests a Variance from Section 18.110.050C of the RMC to reduce the required separation distance between the project site and the nearest residential area from 100 feet to 17 feet; and

4. The applicant requests a Variance from Section 18.110.050D of the RMC to reduce the required separation distance between the project site and the nearest similar establishment licensed for Off-Sale General (Type 21) alcoholic beverage sales from 1,000 feet to 615 feet.

Variance Findings
The purpose of a Variance is to provide flexibility for unusual or atypical physical characteristics of certain properties to prevent practical difficulties or unnecessary hardships that occur through the strict enforcement of development standards upon such properties. The following findings from Section 18.64.020 of the RMC must be made prior to Planning Commission approval of the Variance:

1. That there are exceptional circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same vicinity or district.

The provisions of Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, including the locational criteria detailed in Section 18.110.050 of the Rialto Municipal Code, apply to all properties zoned for commercial uses within the city limits. The applicant is not singled-out in any way because of the criteria established within Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, and all similar establishments located within the City of Rialto are bound by the same locational criteria.

2. That such variance is necessary for the preservation and enjoyment of a substantial property right of the applicant as possessed by other property owners in the same vicinity and district.

Enforcement of the locational criteria related to the request to upgrade the liquor license from the California Department of Alcoholic Beverage Control will not prevent, hinder, or terminate the applicant's current sales of beer and wine. The location criteria that prevent the applicant from obtaining an upgraded liquor license apply to all other property owners within the Commercial Pedestrian (C-P) zoning district of the Foothill Boulevard Specific Plan, as well as all other property owners within any commercial zone with the City of Rialto. The applicant is not singled-out in any way because of the locational criteria established within Section 18.110.050 of the Rialto Municipal Code.

3. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and district in which the property is located.

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also

located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent could potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future establishments similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

4. That the granting of such variance will not adversely affect the master plan.

Granting a variance allowing a significant reduction in the required separation distance between sensitive uses and an establishment that engages in the sale of general alcoholic beverages for off-site consumption, even though no exceptional circumstance exists, sets a dangerous precedent that marginalizes the importance of the Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code. A variance to allow a significant reduction in the required separation distance for no other reason than to satisfy the applicant will ultimately prevent the City from enforcing the same required separation distance for similar establishments elsewhere in the area and in the same zoning district.

Planning staff concludes that none of the required findings can be met for the Variance request, as documented above. As such, the Planning Division recommends that the Planning Commission deny the Variance request.

Conditional Development Permit Findings
In addition to the required Variance findings, the applicant's proposal must also demonstrate that all of the required findings for granting a Conditional Development Permit can be made in a positive manner. The required findings for all Conditional Development Permits are contained within Section 18.66.020 of the RMC. As documented below, the project does not satisfy finding numbers 1, 2, 5, and 6, because the proposal lacks compliance with any of the separation distances required by Section 18.110.050 of the RMC:

1. The proposed use and development are deemed essential or desirable to provide a service or facility which will contribute to the convenience or general well-being of the neighborhood or community.

The City of Rialto contains several convenience markets and other similar establishments that offer distilled spirits under a Type 21 (Off-Sale General) liquor license. Two (2) nearby establishments already possess Type 21 (Off-Sale General) liquor licenses, specifically Foothill Liquor & Deli, located at 401 W. Foothill Boulevard, and Cardenas Markets, located at 250 W. Foothill Boulevard. The locational separation criteria contained in Section 18.110.050 of the RMC sets a standard for when and where sales of alcoholic beverages for off-site consumption is deemed essential or desirable. According to Section 18.110.050 it is not essential or desirable to locate such a use within close proximity of sensitive uses and within close proximity of another establishment selling distilled spirits under a Type 21 (Off-Sale General) liquor license. The purpose of enforcing a locational separation with respect to sales of alcoholic beverages for off-site consumption is to preserve the

well-being and quality of life within the nearby community. The proposed use does not comply with any of the locational separation criteria contained within Section 18.110.050 of the RMC and there are other similar establishments in the nearby area offering distilled spirits to the general public. Therefore, the proposed use is not deemed essential or desirable.

2. The proposed use and development will not be detrimental or injurious to the health, safety or general welfare of persons residing or working in the vicinity.

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent could potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future establishments similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

3. The site for the proposed development is adequate in size, shape, topography, accessibility and other physical characteristics to accommodate the proposed use and development in a manner compatible with existing land uses.

The project site is located within an existing commercial building on a developed property. The applicant already operates a convenience market with sales of beer and wine within the project site. The addition of the sales of distilled spirits will not physically affect the applicant's ability to operate the use.

4. The development site has adequate access to those utilities and other services required for the proposed use.

The Site already has access to all utilities and services required through main water, electric, sewer, and other utility lines that are hooked up to the Site. The addition of the sales of distilled spirits at the project site will in no way affect access to utilities.

5. The proposed use will be arranged, designed, constructed and maintained so as it will not be injurious to property or improvements in the vicinity or otherwise be in harmonious with, the general plan of this city and its objectives, zoning ordinances or any applicable specific plan and its objectives.

The purpose of the locational criteria within Section 18.110.050 of the RMC is to prevent the sales of alcoholic beverages for off-site consumption from being injurious to property or improvements in the vicinity. Establishments engaging in the sales of alcoholic beverages for off-site consumption generally contribute to public drunkenness, loitering, and other safety issues. The locational criteria within Section 18.110.050 of the RMC are intended to keep these issues away from sensitive uses such as, schools, churches and residences. The proposed expansion of sales of alcoholic

beverages for off-site consumption does not comply with the required locational criteria nor does is comply with goal 2-9 of the Land Use Element and goal 5-9 of the Safety Element of the Rialto General Plan. Therefore, the project has the potential to be injurious to property or improvements in the vicinity.

6. Any potential adverse effects upon the surrounding properties will be minimized to every extent practical and any remaining adverse effects shall be outweighed by the benefits conferred upon the community or neighborhood as a whole.

The purpose of the locational criteria within Section 18.110.050 of the RMC is to minimize adverse effects associated with the sales of alcoholic beverages for off-site consumption, described in finding number two (2) above, by providing a buffer between sensitive uses and establishments such as the applicant's. The project does not comply with any of the locational criteria within Section 18.110.050 of the RMC. Expanding the sales of alcoholic beverages for off-site consumption at the project site, which does not comply with those locational criteria, could likely have the opposite effect and result in an increase in public drunkenness, loitering, and other safety issues associated with alcohol.

As such, the Planning Division recommends that the Planning Commission deny the Conditional Development Permit request.

Safety
Lieutenant Bill Wilson with the Rialto Police Department reviewed the project and stated opposition to the request. The Rialto Police Department voiced concerns with respect to the project site's proximity to nearby schools, churches, and residences. Additionally, calls for service to the project site since January of 2014 will be provided from the Rialto Police Department at the hearing.

Conclusion
The applicant's proposal to upgrade to a Type 21 (Off-Sale General) liquor license to allow the sale of distilled spirits in addition to beer and wine for off-site consumption does not comply with the required criteria within Ch. 18.110 (Regulation of the Off-Sale of Alcoholic Beverages). Additionally, the proposal does not meet all of the required findings necessary to grant approval of a Variance and Conditional Development Permit. Though the applicant submitted a justification letter with the Variance application (Exhibit F), the primary justification provided for granting the Variance is that applicant cannot compete with establishments already possessing a Type 21 (Off-Sale General) liquor license, and that the business will "continue to lose customers". However, Andy's Mart has been in existence for over twenty (20) years, and historically speaking, has been viable with sale of beer and wine only. Furthermore, the Planning Division advised the applicant prior to pursuing an upgrade to a Type 21 (Off-Sale General) liquor license that the location does not meet the locational separation requirements from sensitive land uses and that the project site could only be used for the sale of beer and wine.

Since the project site does not meet any of the required locational criteria contained in Section 18.110.050 of the RMC, and since the proposal does not satisfy all the required findings from Section 18.64.020 and Section 18.66.020 of the RMC, the Planning Division recommends denial of the applicant's request.

GENERAL PLAN CONSISTENCY:

The project is not consistent with the following goals of the Land Use Element and Safety Element of

the Rialto General Plan:

Goal 2-9: Protect residential, schools, parks, and other sensitive land uses from the impacts associated with industrial and trucking-related land uses, as well as commercial and retail areas.

Goal 5-9: Reduce criminal activity and discourage criminal involvement in the City of Rialto.

ENVIRONMENTAL IMPACT:

Planning staff recommends denial of the project, and therefore no environmental determination is necessary. However, if the Variance and Conditional Development Permit are granted, the proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301, Existing Facilities. Class 1 allows for the exemption of a project involving negligible expansion of use, such as offering additional products at an existing retail store. (E.A.R. 15-21).

PUBLIC NOTICE:

Public hearing notices for the proposed project were mailed to all property owners within 300 feet of the project site, and the public hearing notice was published in the San Bernardino Sun newspaper as required by State law.

RECOMMENDATION:

It is recommended that the Planning Commission:

- Conduct the public hearing and receive public testimony; and
- Deny Variance No. 709 subject to findings included herein; and
- Deny Conditional Development Permit No. 769 subject to the findings included herein.

Upon the Planning Commission's direction and decision to deny or grant Variance No. 709 and Conditional Development Permit No. 769, staff will prepare resolutions for consideration at the next meeting.

Location Map

CITY OF RIALTO PLANNING DIVISION

Conditional Development Permit No. 769: A request to allow the issuance of a Type 21 (Off-Sale General) license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

Variance No. 709: A request to allow a Variance from Section 18.110.050, subsections A through D, of the Rialto Municipal Code to reduce the required separation distance between establishments offering alcoholic beverages for sale for off-site consumption and the following sensitive uses: (i) schools, from 1,000 feet to approximately 440 feet; (ii) churches, from 500 feet to approximately 436 feet; (iii) residential areas, from 100 feet to approximately 17 feet; and (iv) similar establishments possessing a valid Type 21 (Off-Sale General) license, from 1,000 feet to approximately 615 feet, in relation to a request to allow the issuance of a Type 21 (Off-Sale General) license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the C-P (Commercial Pedestrian) zone of the Foothill Boulevard Specific Plan.

North
July 8, 2015

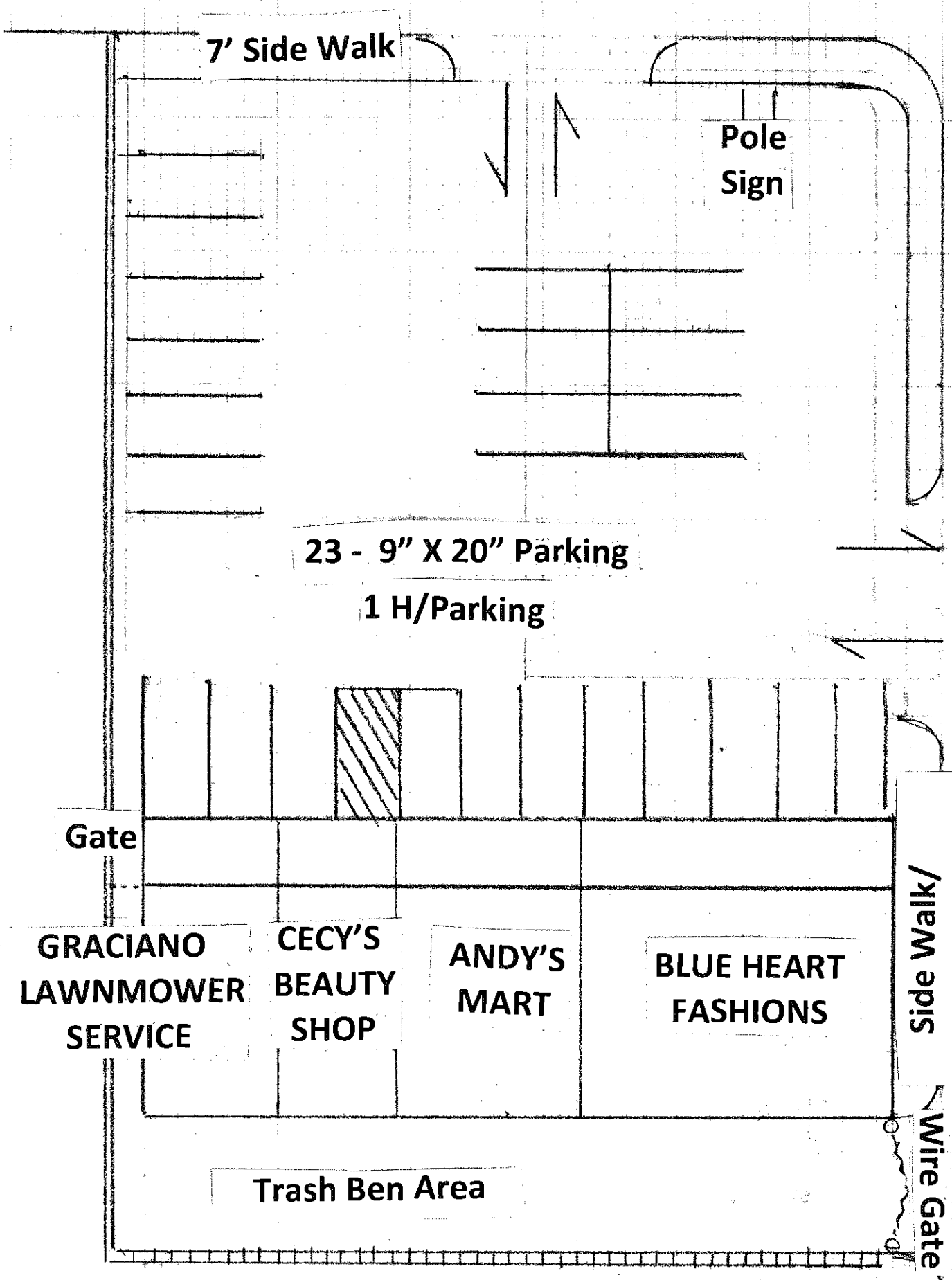
C/L — W. Foothill Blvd.

ANDY'S MART

509 W. FOOTHILL BLVD
RIALTO, CA. 92376
(909) 421-8457

N

55'



Lilac Avenue — C/L

APPLICANT:
SATWINDER SINGH ETAL
509 W. FOOTHILL BLVD
RIALTO, CA. 92376
(909) 421-8457

PROPERETY OWNER:
ALONSO COSIO
2594 N. RIVERSIDE AVE
RIALTO, CA. 92377

CONSULTANT:
DICK EVITT
ALL STAR REALTY
5905 WINNCLIFF DR.
RIVERSIDE, CA. 92509
(909) 821-6426

ANDY'S MART

509 W. FOOTHILL BLVD.
RIALTO, CA. 92376
(909) 421-8457

APPLICANT:
SATWINDER SINGH ETAL
5O9 W. FOOTHILL BLVD.
RIALTO, CA. 92376
(909) 421-5426

PROPERTY OWNER:
ALONSO COSIO
2594 N. RIVERSIDE AVE.
RIALTO, CA. 92377

CONSULTANT;
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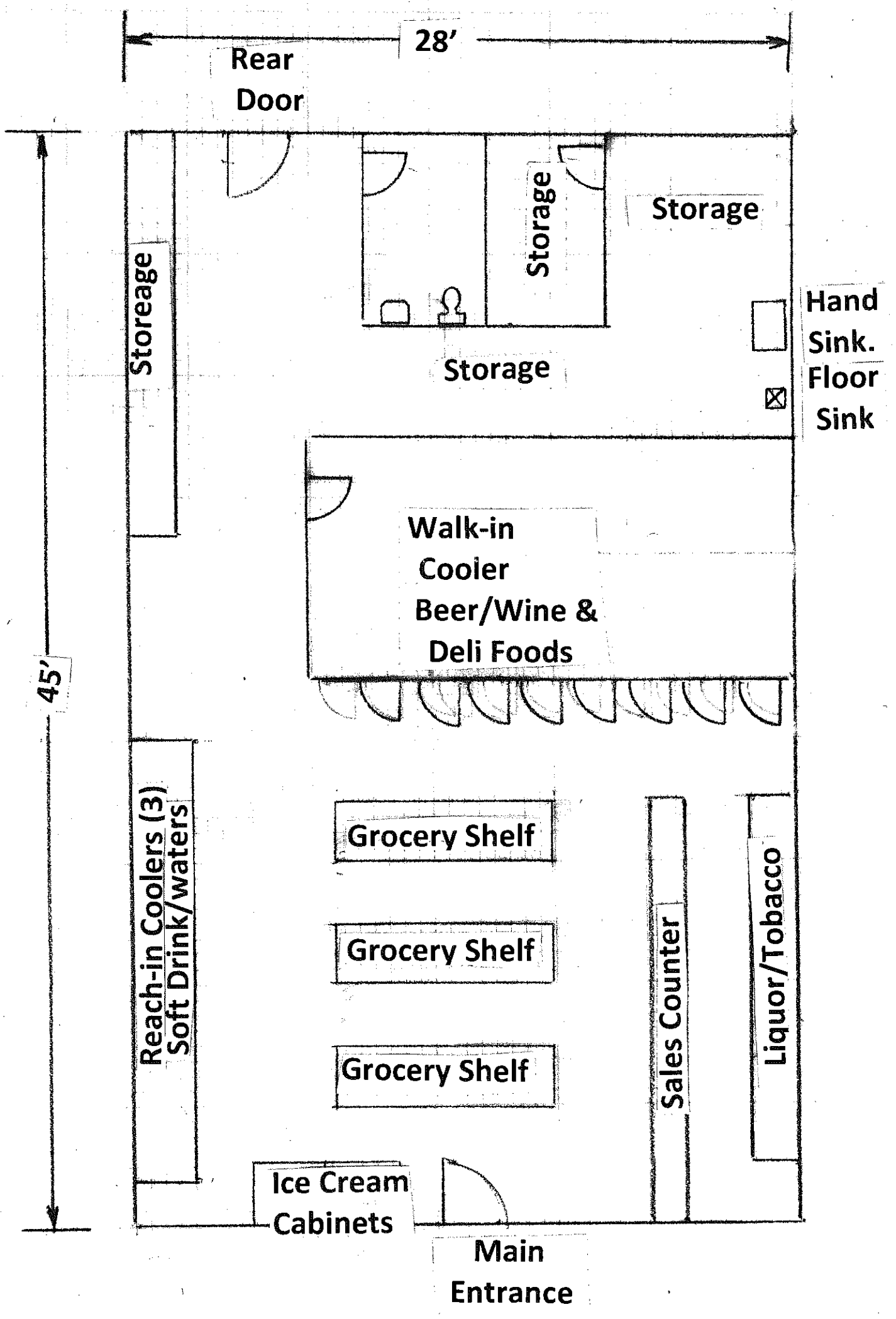
5905 WINNCLIFF DR.
RIVERSIDE, CA. 92509
(909) 821-6426



RECEIVED
MAR 25 2015
By

CDP 769
VAR 709

HEART ♥ FASHION
BEER - WINE
ANDY'S MART
CECY'S BEAUTY SALON
LAWNMOWER SERVICE

BEER · WINE
WINE
FOOD
ANDY'S
MART
"COLDEST BEER IN TOWN"
CEC
BEAUTY
calottery
PLAY
NOW
BUD
LIGHT
-UNDER NEW OWNERSHIP-
$4.79
$9.99
$13.99
ROCKSTAR
2
FOR
3
OPEN

ANDY'S
MART
WINE, FOOD
"COLDEST BEER
IN TOWN"
Lilac Ave
2/$3
PURRFECT
AUTO SERVICE
PLAY
Swiss
MILK
GALLONS
$3.69
2 $3
ROCKSTAR
ENERGY DRINK
OIL CHANGE

Separation from Schools

Bonnie Wee Ones Preschool – 449 N. Lilac Avenue

440 feet

Separation from Churches/Parks

Cornerstone Christian Church – 312 N. Lilac Avenue

436 feet

Separation from Residential Areas

350 N. Lilac Avenue

17 feet

Separation from Residential Areas

512 Lorraine Place

69 feet

Separation from Similar Establishments licensed for Off-Sale General (Type 21) alcohol sales

Foothill Liquor & Deli – 401 W. Foothill Boulevard

615 feet

BLAKE & AYAZ
A LAW CORPORATION
2107 NORTH BROADWAY, SUITE 106
SANTA ANA, CALIFORNIA 92706
EMAIL: abclaw@rablake.com

TELEPHONE: (714) 667-7171 FACSIMILE: (714) 667-0477

April 8, 2015

File No. _____

City of Rialto
Planning Department
150 South Palm Avenue
Rialto, California 92376

Re: Conditional Development Permit No. 769 & Variance No. 709

Dear Mr. Casey:

Please allow this communication to serve as the applicant's request for a variance from Section 18.110.050D and justification for said request. The applicant reserves its right to provide additional justification at the public hearing or during the application process.

The applicant's location has continually operated under a Type 20 off sale beer and wine since at least 1993. During that period the location has operated as a neighborhood convenient store selling, as an ancillary component beer and wine in conjunction with a number of other goods and services. This applicant has owned and operated the location since June of 2014 and during his ownership has received overwhelming request from its existing patrons to add the various products and services. The applicant has provided those services and products allowable under the code, however, the overwhelming request by existing customer for the addition of distilled spirits products to the existing line of products offered requires the CUP and the variance from section 18.110.050D begins sought herein.

The applicant herein request a variance to reduce the required separation distance between "similar establishments" licensed by ABC for off-sale General alcohol sales from 1,000 feet to an approximate 620 feet. The applicant's reasons and justifications are as follows:

1. The applicant is and will continue to suffer undue hardship as a result of a blind application of the code section in which relief (by way of this variance) from the distance requirements as follows:

RECEIVED
MAY 21 2015
BY:

a. Continue to lose customers who repeatedly request the addition of product line to include distilled spirits by not being able to provide a "one stop" convenience market forcing patrons to drive to another location to purchase products.
b. The applicant cannot compete with other locations that do provide a one stop shopping experience and may have to close its doors, resulting in not only the loss of investment by the applicant and the liabilities associated therewith, but cause yet another vacancy in the city.
c. The applicant cannot nor will it make any improvements which the property needs without the ability to be able to justify the improvement by offering a wider variety of products at the site.
d. The applicant believes that the code section in which it seek relief from is invalid as a matter of law, and at the very least, that it's strict application without fair and reasonable consideration of the "case by case" analysis in unconstitutional.
e. This is not an exhaustive list of reasons, however sets forth the basic reasons for the request and applicant and applicant's attorneys reserve the right to provide additional justification to the city or the appropriate governmental body hearing this matter.

Included herein is the requisite check for the filing fee for the variance. Please advise as to the completeness of the application and the timeframe for the hearing.

Very truly yours,

Michael Ayaz

RESOLUTION NO. 15-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA DENYING A CONDITIONAL DEVELOPMENT PERMIT TO ALLOW THE ISSUANCE OF A TYPE 21 (OFF-SALE GENERAL) LIQUOR LICENSE FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE SALES OF GENERAL ALCOHOLIC BEVERAGES AT AN EXISTING CONVENIENCE MARKET LOCATED AT 509 W. FOOTHILL BOULEVARD WITHIN THE COMMERCIAL PEDESTRIAN (C-P) ZONE OF THE FOOTHILL BOULEVARD SPECIFIC PLAN.

WHEREAS, the applicant, Mr. Satwinder Singh, owns and operates Andy's Mart located at 509 W. Foothill Boulevard ("Site") and currently possesses a Type 20 (Off-Sale Beer & Wine) liquor license from the California Department of Alcoholic Beverage Control (ABC) allowing the sale of beer and wine for off-site consumption; and

WHEREAS, the applicant proposes to upgrade to a Type 21 (Off-Sale General) liquor license from ABC to allow the sale of distilled spirits, in addition to beer and wine, for off-site consumption at the Site ("Project");and

WHEREAS, pursuant to Section18.110.040 of the Rialto Municipal Code, the expansion of the sales of alcoholic beverages, such as the Project, requires a conditional development permit, and the applicant has agreed to apply for a conditional development permit ("CDP No. 769"); and

WHEREAS, pursuant to Section 18.110.050 of the Rialto Municipal Code (RMC), the proposed Project is required to meet certain distance separation requirements from other sensitive uses, and because the Project fails to meet any of the distance separation requirements, the applicant has agreed to apply for a variance ("VAR No. 709"), in accordance with Section 18.64.030 of the RMC; and

WHEREAS, on July 8, 2015, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on CDP No. 769 and VAR No. 709, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard

public testimony; discussed the proposed CDP No. 769 and VAR No. 709; and closed the public hearing; and

WHEREAS, on July 8, 2015, the Planning Commission voted unanimously to deny CDP No. 769 and VAR No. 709 and directed City staff to provide resolutions of denial for review and approval; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto as follows:

SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

SECTION 2. Based on substantial evidence presented to the Planning Commission during the public hearing conducted with regard to CDP No. 769, including written staff reports, verbal testimony, site plans, other documents, and the conditions of approval stated herein, the Planning Commission hereby determines that CDP No. 769 does not satisfy the requirements of Section 18.66.020 of the Rialto Municipal Code pertaining to the findings which must be made precedent to granting a conditional development permit. As documented below, the Project does not satisfy findings number 1, 2, 5, and 6 resulting from the proposals lack of compliance with the separation distances required by Section 18.110.050 of the RMC. The findings are as follows:

1. The proposed use is ***not*** deemed essential or desirable to provide a service or facility which will contribute to the convenience or general well-being of the neighborhood or community; and

This finding is supported by the following facts:

The City of Rialto contains several convenience markets and other similar establishments that offer distilled spirits under a Type 21 (Off-Sale General) liquor license. Two (2) nearby establishments already possess Type 21 (Off-Sale General) liquor licenses, specifically Foothill Liquor & Deli, located at 401 W. Foothill Boulevard, and Cardenas Markets, located at 250 W. Foothill Boulevard. The locational separation criteria contained in Section 18.110.050 of the RMC sets a standard for when and where sales of alcoholic beverages for off-site consumption is deemed essential or desirable. According to Section 18.110.050 it is not essential or desirable to locate such a use within close proximity of sensitive uses and within close proximity of another establishment selling distilled spirits under a Type 21 (Off-Sale General) liquor license. The purpose of

enforcing a locational separation with respect to sales of alcoholic beverages for off-site consumption is to preserve the well-being and quality of life within the nearby community. The proposed use does not comply with any of the locational separation criteria contained within Section 18.110.050 of the RMC and there are other similar establishments in the nearby area offering distilled spirits to the general public. Therefore, the proposed use is not deemed essential or desirable.

2. The proposed use ***will*** be detrimental or injurious to health, safety, or general welfare of persons residing or working in the vicinity; and

This finding is supported by the following facts:

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to increased incidences of public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent will potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

3. The site for the proposed use is adequate in size, shape, topography, accessibility and other physical characteristics to accommodate the proposed use in a manner compatible with existing land uses; and

This finding is supported by the following facts:

The project site is located within an existing commercial building on a developed property. The applicant already operates a convenience market with sales of beer and wine within the project site. The addition of the sales of distilled spirits will not physically affect the applicant's ability to operate the use.

4. The site has adequate access to those utilities and other services required for the proposed use; and

This finding is supported by the following facts:

The Site already has access to all utilities and services required through main water, electric, sewer, and other utility lines that are hooked up to the Site. The addition of the sales of distilled spirits at the project site will in no way affect access to utilities.

5. The proposed use will ***not*** be arranged, designed, constructed, and maintained so as it will not be injurious to property or improvements in the vicinity or otherwise be inharmonious with the General Plan and its objectives, or any zoning ordinances, and

This finding is supported by the following facts:

The purpose of the locational criteria within Section 18.110.050 of the RMC is to prevent the sales of alcoholic beverages for off-site consumption from being injurious to property or improvements in the vicinity. Establishments engaging in the sales of alcoholic beverages for off-site consumption generally contribute to public drunkenness, loitering, and other safety issues. The locational criteria within Section 18.110.050 of the RMC are intended to keep these issues away from sensitive uses such as, schools, churches and residences. The proposed expansion of sales of alcoholic beverages for off-site consumption does not comply with the required locational criteria nor does it comply with goal 2-9 of the Land Use Element, which is to protect residential, schools, parks, and other sensitive land uses from the impacts of commercial uses, and goal 5-9 of the Safety Element, which is to reduce criminal gang activity and discourage gang involvement, of the Rialto General Plan. Therefore, the project has the potential to be injurious to property or improvements in the vicinity.

6. Any potential adverse effects upon the surrounding properties will ***not*** be minimized to every extent practical and any remaining adverse effects ***is not*** outweighed by the benefits conferred upon the community or neighborhood as a whole.

This finding is supported by the following facts:

The purpose of the locational criteria within Section 18.110.050 of the RMC is to minimize adverse effects associated with the sales of alcoholic beverages for off-site consumption, described in finding number two (2) above, by providing a buffer between sensitive uses and establishments such as the applicant's. The project does not comply with any of the locational criteria within Section 18.110.050 of the RMC. Expanding the sales of alcoholic beverages for off-site consumption at the project site, which does not comply with those locational criteria, could likely have the opposite effect and result in an increase in public drunkenness, loitering, and other safety issues associated with alcohol.

SECTION 3. Mr. Satwinder Singh is hereby denied CDP No. 769 to allow the issuance of a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at

509 W. Foothill Boulevard within the Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan.

SECTION 4. The Chairman of the Planning Commission shall sign the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 29th day of July, 2015.

JERRY GUTIERREZ, CHAIR
CITY OF RIALTO PLANNING COMMISSION

RESOLUTION NO. 15-27

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA, DENYING A VARIANCE FROM SECTION 18.110.050, SUBSECTIONS (A) THROUGH (D), OF THE RIALTO MUNICIPAL CODE TO REDUCE THE REQUIRED SEPARATION DISTANCES BETWEEN ESTABLISHMENTS OFFERING ALCOHOLIC BEVERAGES FOR SALE OF OFF-SITE CONSUMPTION AND THE FOLLOWING SENSITIVE USES: (I) SCHOOLS, FROM 1,000 FEET TO APPROXIMATELY 440 FEET; (II) CHURCHES, FROM 500 FEET TO APPROXIMATELY 436 FEET; (III) RESIDENTIAL AREAS, FROM 100 FEET TO APPROXIMATELY 17 FEET; AND (IV) SIMILAR ESTABLISHMENTS POSSESSING A VALID TYPE 21 (OFF-SALE GENERAL) LICENSE, FROM 1,000 FEET TO APPROXIMATELY 615 FEET; IN RELATION TO A REQUEST TO ALLOW THE ISSUANCE OF A TYPE 21 (OFF-SALE GENERAL) LIQUOR LICENSE FROM THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL FOR THE SALES OF GENERAL ALCOHOLIC BEVERAGES AT AN EXISTING CONVENIENCE MARKET LOCATED AT 509 WEST FOOTHILL BOULEVARD WITHIN THE C-P (COMMERCIAL PEDESTRIAN) ZONE OF THE FOOTHILL BOULEVARD SPECIFIC PLAN.

WHEREAS, the applicant, Mr. Satwinder Singh, owns and operates Andy's Mart located at 509 W. Foothill Boulevard ("Site") and currently possesses a Type 20 (Off-Sale Beer & Wine) liquor license from the California Department of Alcoholic Beverage Control (ABC) allowing the sale of beer and wine for off-site consumption; and

WHEREAS, the applicant, proposes to upgrade to a Type 21 (Off-Sale General) liquor license from ABC to allow the sale of distilled spirits for off-site consumption in addition to beer and wine, as provided in Conditional Development Permit No. 769 ("CDP No. 769"); and

WHEREAS, pursuant to Section 18.110.050(A) of the Rialto Municipal Code (RMC), an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 1,000 feet from the boundary of an existing public or private elementary, middle junior high or high school preschool or kindergarten, or any such proposed school site as designated by the applicable school district's board of education or other governing body; and

WHEREAS, the Site is located approximately 440 feet from Bonnie Wee Ones Preschool located at 449 N. Lilac Avenue, thereby less than the required separation distance per Section 18.110.050(A) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(B) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 500 feet from the boundary of any church or public park; and

WHEREAS, the Site is located approximately 436 feet from Cornerstone Christian Church located at 312 N. Lilac Avenue, thereby less than the required separation distance per Section 18.110.050(B) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(C) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 100 feet from the boundary of any existing residential dwelling or property zoned for any residential use; and

WHEREAS, the Site is located approximately 17 feet from an existing single-family residence located at 350 N. Lilac Avenue and approximately 69 feet from an existing single-family residence located at 512 W. Lorraine Place, thereby less than the required separation distance per Section 18.110.050(C) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(D) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 1,000 feet from the boundary of an existing business licensed by the ABC for Off-Sale General alcoholic beverage sales with less than fifteen thousand square feet of gross floor area; and

WHEREAS, the Site is located approximately 615 feet from Foothill Liquor & Deli located at 401 W. Foothill Boulevard, which possesses a valid Type 21 (Off-Sale General) liquor license from ABC, thereby less than the required separation distance per Section 18.110.050(D) of the RMC; and

WHEREAS, the approval of a reduction in the required separation distances related to the sale of alcoholic beverages for off-site consumption requires a variance, and the applicant has agreed to apply for a variance ("VAR No. 709"), in accordance with Section 18.64.030 of the RMC; and

WHEREAS, pursuant to Section 18.110.040 of the Rialto Municipal Code, the expansion of the sales of alcoholic beverages from a Type 20 to a Type 21 license, such as the Project, requires a conditional development permit, and the applicant has agreed to apply for a conditional development permit ("CDP No. 769"); and

WHEREAS, on July 8, 2015, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on CDP No. 769 and VAR No. 709, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard public testimony; discussed the proposed CDP No. 769 and VAR No. 709; and closed the public hearing; and

WHEREAS, on July 8, 2015, the Planning Commission voted unanimously to deny CDP No. 769 and VAR No. 709 and directed City staff to provide resolutions of denial for review and approval; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto as follows:

SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

SECTION 2. Based on substantial evidence presented to the Planning Commission during the public hearing conducted with regard to VAR No. 709, including written staff reports, verbal testimony, project plans, other documents, and the conditions of approval stated herein, the Planning Commission hereby determines that VAR No. 709 does not satisfy any of the requirements of Section 18.64.020 of the Rialto Municipal Code pertaining to the findings which must be made precedent to granting a tentative map. The findings are as follows:

1. There are ***no*** exceptional circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same vicinity or district; and

This finding is supported by the following facts:

The provisions of Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, including the locational criteria detailed in Section 18.110.050 of the Rialto Municipal Code, apply to all properties zoned for commercial uses within the city limits. The applicant is not singled-out in any way because of the criteria established within Chapter 18.110 of the Rialto Municipal Code, and all similar establishments located within the City of Rialto are bound by the same locational criteria. The Site is not irregular in size or shape, as compared to other properties of similar use within the vicinity. Likewise, the intended use of the property for a Type 21 license is not unique to the general class of alcohol uses in the vicinity.

2. This variance is ***un***necessary for the preservation and enjoyment of a substantial property right of the applicant as possessed by other property owners in the same vicinity and district; and

This finding is supported by the following facts:

Enforcement of the locational criteria related to the request to upgrade the liquor license from the California Department of Alcoholic Beverage Control will not prevent, hinder, or terminate the applicant's current sales of beer and wine with his existing Type 20 license. The location criteria that prevent the applicant from obtaining an upgraded liquor license apply to all other property owners within the Commercial Pedestrian (C-P) zoning district of the Foothill Boulevard Specific Plan, as well as all other property owners within any commercial zone with the City of Rialto. The applicant is not singled-out in any way because of the locational criteria established within Section 18.110.050 of the Rialto Municipal Code.

3. The granting of this variance ***will*** be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and district in which the property is located; and

This finding is supported by the following facts:

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to increased incidences of public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent will potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

4. The proposed development is inconsistent with the General Plan and objectives of the zoning ordinance; and

This finding is supported by the following facts:

Granting a variance allowing a significant reduction in the required separation distance between sensitive uses and an establishment that engages in the sale of general alcoholic beverages for off-site consumption, even though no exceptional circumstance exists, sets a dangerous precedent that marginalizes the importance of the Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code. A variance to allow a significant reduction in the required separation distance for no other reason than to satisfy the applicant, and without any additional facts surrounding the uniqueness or disadvantage of the Site's physical circumstances or conditions, will ultimately prevent the City from enforcing the same required separation distance for similar establishments elsewhere in the area and in the same zoning district.

SECTION 3. Mr. Satwinder Singh, is hereby denied VAR No. 709 to reduce the separation distances between an establishment engaging in the sale of alcoholic beverages for off-site consumption and sensitive uses, as required by Section 18.110.050, subsections (A) through (D), of the RMC, in relation to a request to allow the issuance of a Type 21 (Off-Sale General) liquor license from the California Department of Alcoholic Beverage Control for the sales of general alcoholic beverages at an existing convenience market located at 509 W. Foothill Boulevard within the Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan.

SECTION 4. The Chairman of the Planning Commission shall sign the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 29th day of July, 2015.

JERRY GUTIERREZ, CHAIR
CITY OF RIALTO PLANNING COMMISSION

Separation from Schools

Bonnie Wee Ones Preschool – 449 N. Lilac Avenue

440 feet

Separation from Churches/Parks

Cornerstone Christian Church – 312 N. Lilac Avenue

436 feet

Separation from Residential Areas

350 N. Lilac Avenue

17 feet

Separation from Residential Areas

512 Lorraine Place

69 feet

Separation from Similar Establishments licensed for Off-Sale General (Type 21) alcohol sales

Foothill Liquor & Deli – 401 W. Foothill Boulevard

615 feet

Computer Aided Dispatch Summary of Logged Events
for the Period 01/01/14 - 07/06/15
509 W Foothill Blvd, Rialto, CA

Complaint Type and Count	CAD Call No.	Report No.	Date/Time Received	Call Disposition
11550: Under the Influence of a Controlled Substance=1 *(Reactive)*				
	141109-0096	931408148	11/09/2014 10:59:31	Arrest Made
211S: Silent Robbery Alarm=1 *(Reactive)*				
	140819-0307		08/19/2014 22:18:51	False Alarm Card Completed
484a: Petty Theft in Progress or Just Occurred=1 *(Reactive)*				
	140401-0185		04/01/2014 15:04:21	Necessary Action Taken
647C: Panhandling=1 *(Reactive)*				
	141005-0139		10/05/2014 13:46:54	Necessary Action Taken
647F: Drunk in Public=2 *(Reactive)*				
	140603-0234		06/03/2014 16:37:15	Necessary Action Taken
	140503-0112		05/03/2014 11:29:38	Necessary Action Taken
SUSCIR: Suspicious Circumstances=1 *(Reactive)*				
	150605-0299	931504024	06/05/2015 21:24:36	Report to Follow
WARARR: Warrant Arrest=1 *(Proactive)*				
	141011-0066	931407424	10/11/2014 08:03:29	Arrest Made

TOTAL ACTIVITY=8

Note: For the purposes of this summary report, all call dispositions have been included. Duplicate call records have been filtered out.
Legend: Reactive=Calls Initiated by Citizen Caller; Proactive=Activity Initiated by Officer; Info Only=For Logging/Documentation Only

Pursuant to CA Government Code 6254, some records may be omitted in order to maintain confidentiality of involved person (s)

*****CONTROLLED & CONFIDENTIAL COPY RESTRICTED PC 11142-11143; NOT FOR THIRD PARTY RELEASE*****

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA DENYING MR. SATWINDER SINGH'S APPEAL OF THE PLANNING COMMISSION DETERMINATION TO DENY VARIANCE NO. 709 AND CONDITIONAL DEVELOPMENT PERMIT NO. 769.

WHEREAS, the applicant, Mr. Satwinder Singh, owns and operates Andy's Mart located at 509 W. Foothill Boulevard ("Site") and currently possesses a Type 20 (Off-Sale Beer & Wine) liquor license from the California Department of Alcoholic Beverage Control (ABC) allowing the sale of beer and wine for off-site consumption; and

WHEREAS, the applicant, proposes to upgrade to a Type 21 (Off-Sale General) liquor license from ABC to allow the sale of distilled spirits for off-site consumption in addition to beer and wine, for off-site consumption at the Site ("Project");and

WHEREAS, pursuant to Section18.110.040 of the Rialto Municipal Code (RMC), the expansion of the sales of alcoholic beverages, such as the Project, requires a conditional development permit, and the applicant agreed to apply for a conditional development permit ("CDP No. 769"); and

WHEREAS, pursuant to Section 18.110.050(A) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 1,000 feet from the boundary of an existing public or private elementary, middle junior high or high school preschool or kindergarten, or any such proposed school site as designated by the applicable school district's board of education or other governing body; and

WHEREAS, the Site is located approximately 440 feet from Bonnie Wee Ones Preschool located at 449 N. Lilac Avenue, thereby less than the required separation distance per Section 18.110.050(A) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(B) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 500 feet from the boundary of any church or public park; and

WHEREAS, the Site is located approximately 436 feet from Cornerstone Christian Church located at 312 N. Lilac Avenue, thereby less than the required separation distance per Section 18.110.050(B) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(C) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 100 feet from the boundary of any existing residential dwelling or property zoned for any residential use; and

WHEREAS, the Site is located approximately 17 feet from an existing single-family residence located at 350 N. Lilac Avenue and approximately 69 feet from an existing single-family residence located at 512 W. Lorraine Place, thereby less than the required separation distance per Section 18.110.050(C) of the RMC; and

WHEREAS, pursuant to Section 18.110.050(D) of the RMC, an establishment, such as the applicant's, may not engage in the off-sale of alcoholic beverages within 1,000 feet from the boundary of an existing business licensed by the ABC for Off-Sale General alcoholic beverage sales with less than fifteen thousand square feet of gross floor area; and

WHEREAS, the Site is located approximately 615 feet from Foothill Liquor & Deli located at 401 W. Foothill Boulevard, which possesses a valid Type 21 (Off-Sale General) liquor license from ABC, thereby less than the required separation distance per Section 18.110.050(D) of the RMC; and

WHEREAS, the approval of a reduction in the required separation distances related to the sale of alcoholic beverages for off-site consumption requires a variance, and the applicant agreed to apply for a variance ("VAR No. 709"), in accordance with Section 18.64.030 of the RMC; and

WHEREAS, on July 8, 2015, the Planning Commission of the City of Rialto conducted a duly noticed public hearing, as required by law, on CDP No. 769 and VAR No. 709, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard public testimony; discussed the proposed CDP No. 769 and VAR No. 709; and closed the public hearing; and

WHEREAS, on July 8, 2015, the Planning Commission voted unanimously to deny CDP No. 769 and VAR No. 709 and directed City staff to provide resolutions of denial for review and approval; and

WHEREAS, on July 29, 2015, the Planning Commission voted unanimously to adopt Planning Commission Resolution Nos. 15-26 and 15-27 to formally deny CDP No. 769 and VAR No. 709; and

WHEREAS, on August 3, 2015, pursuant to Chapter 18.68 (Appeals) of the Rialto Municipal Code, the applicant filed with the office of the City Clerk an appeal to the City Council requesting a review and reversal of the determination previously made by the Planning Commission denying CDP No. 769 and VAR No. 709 ("Appeal"); and

WHEREAS, on September 22, 2015, in accordance with Chapter 18.68 (Appeals) of the Rialto Municipal Code, the City Council conducted a duly noticed public hearing of the Appeal, as required by law, and continued the meeting at the applicant's request to the following meeting on October 13, 2015; and

WHEREAS, on October 13, 2015, in accordance with Chapter 18.68 (Appeals) of the Rialto Municipal Code, the City Council conducted a public hearing of the Appeal, took testimony, at which time it received input from staff, the city attorney, and the applicant; heard public testimony; discussed the Appeal; and closed the public hearing; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council hereby finds, determines, and resolves as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

SECTION 2. Based on substantial evidence presented to the City Council during the public hearing conducted for the Appeal, including written staff reports, verbal testimony, project plans, other documents, and the conditions of approval stated herein, the City Council hereby determines that VAR No. 709 does not satisfy any of the requirements of Section 18.64.020 of the Rialto Municipal Code pertaining to the findings which must be made precedent to granting a tentative map. The findings are as follows:

1. There are ***no*** exceptional circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same vicinity or district; and

This finding is supported by the following facts:

The provisions of Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code, including the locational criteria detailed in Section 18.110.050 of the Rialto Municipal Code, apply to all properties zoned for commercial uses within the city limits. The applicant is not singled-out in any way because of the criteria established within Chapter 18.110 of the Rialto Municipal Code, and all similar establishments located within the City of Rialto are bound by the same locational criteria. The Site is not irregular in size or shape, as compared to other properties of similar use within the vicinity. Likewise, the intended use of the property for a Type 21 license is not unique to the general class of alcohol uses in the vicinity.

2. This variance is ***un***necessary for the preservation and enjoyment of a substantial property right of the applicant as possessed by other property owners in the same vicinity and district; and

This finding is supported by the following facts:

Enforcement of the locational criteria related to the request to upgrade the liquor license from the California Department of Alcoholic Beverage Control will not prevent, hinder, or terminate the applicant's current sales of beer and wine with his existing Type 20 license. The location criteria that prevent the applicant from obtaining an upgraded liquor license apply to all other property owners within the Commercial Pedestrian (C-P) zoning district of the Foothill Boulevard Specific Plan, as well as all other property owners within any commercial zone with the City of Rialto. The applicant is not singled-out in any way because of the locational criteria established within Section 18.110.050 of the Rialto Municipal Code.

3. The granting of this variance ***will*** be materially detrimental to the public welfare or injurious to the property or improvements in such vicinity and district in which the property is located; and

This finding is supported by the following facts:

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for

off-site consumption at the subject convenience market may contribute to and subject sensitive uses to increased incidences of public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent will potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

4. The proposed development is inconsistent with the General Plan and objectives of the zoning ordinance; and

This finding is supported by the following facts:

Granting a variance allowing a significant reduction in the required separation distance between sensitive uses and an establishment that engages in the sale of general alcoholic beverages for off-site consumption, even though no exceptional circumstance exists, sets a dangerous precedent that marginalizes the importance of the Chapter 18.110 (Regulation of the Off-Sale of Alcoholic Beverages) of the Rialto Municipal Code. A variance to allow a significant reduction in the required separation distance for no other reason than to satisfy the applicant, and without any additional facts surrounding the uniqueness or disadvantage of the Site's physical circumstances or conditions, will ultimately prevent the City from enforcing the same required separation distance for similar establishments elsewhere in the area and in the same zoning district.

SECTION 3. Based on substantial evidence presented to the City Council during the public hearing conducted for the Appeal, including written staff reports, verbal testimony, site plans, other documents, and the conditions of approval stated herein, the City Council hereby determines that CDP No. 769 does not satisfy the requirements of Section 18.66.020 of the Rialto Municipal Code pertaining to the findings which must be made precedent to granting a conditional development permit. As documented below, the Project does not satisfy findings number 1, 2, 5, and 6 resulting from the proposals lack of compliance with the separation distances required by Section 18.110.050 of the RMC. The findings are as follows:

1. The proposed use is ***not*** deemed essential or desirable to provide a service or facility which will contribute to the convenience or general well-being of the neighborhood or community; and

This finding is supported by the following facts:

The City of Rialto contains several convenience markets and other similar establishments that offer distilled spirits under a Type 21 (Off-Sale General) liquor license. Two (2) nearby establishments already possess Type 21 (Off-Sale General) liquor licenses,

specifically Foothill Liquor & Deli, located at 401 W. Foothill Boulevard, and Cardenas Markets, located at 250 W. Foothill Boulevard. The locational separation criteria contained in Section 18.110.050 of the RMC sets a standard for when and where sales of alcoholic beverages for off-site consumption is deemed essential or desirable. According to Section 18.110.050 it is not essential or desirable to locate such a use within close proximity of sensitive uses and within close proximity of another establishment selling distilled spirits under a Type 21 (Off-Sale General) liquor license. The purpose of enforcing a locational separation with respect to sales of alcoholic beverages for off-site consumption is to preserve the well-being and quality of life within the nearby community. The proposed use does not comply with any of the locational separation criteria contained within Section 18.110.050 of the RMC and there are other similar establishments in the nearby area offering distilled spirits to the general public. Therefore, the proposed use is not deemed essential or desirable.

2. The proposed use ***will*** be detrimental or injurious to health, safety, or general welfare of persons residing or working in the vicinity; and

This finding is supported by the following facts:

The subject convenience market engaging in the sale of alcoholic beverages for off-site consumption is located only 17 feet from the nearest residential property. The subject convenience market is also located less than the required separation distance from the nearest school and church. The required separation distances are intended to provide a buffer between sensitive uses and establishments engaging in the sale of alcoholic beverages for off-site consumption for safety and quality of life reasons. In particular, an upgrade to a Type 21 (Off-Sale General) license to allow the sale of distilled spirits for off-site consumption at the subject convenience market may contribute to and subject sensitive uses to increased incidences of public drunkenness, loitering, and other safety issues associated with alcohol. As such, granting a variance to reduce the required buffer by as much as 83 percent will potentially be materially detrimental to current and future neighbors. Additionally, if granted, such a variance request would set a precedent for future similar establishments within the vicinity or area that could create safety issues and degrade the quality of life for all persons within the surrounding area.

3. The site for the proposed use is adequate in size, shape, topography, accessibility and other physical characteristics to accommodate the proposed use in a manner compatible with existing land uses; and

This finding is supported by the following facts:

The project site is located within an existing commercial building on a developed property. The applicant already operates a convenience market with sales of beer and wine within the project site. The addition of the sales of distilled spirits will not physically affect the applicant's ability to operate the use.

4. The site has adequate access to those utilities and other services required for the proposed use; and

This finding is supported by the following facts:

The Site already has access to all utilities and services required through main water, electric, sewer, and other utility lines that are hooked up to the Site. The addition of the sales of distilled spirits at the project site will in no way affect access to utilities.

5. The proposed use will ***not*** be arranged, designed, constructed, and maintained so as it will not be injurious to property or improvements in the vicinity or otherwise be inharmonious with the General Plan and its objectives, or any zoning ordinances, and

This finding is supported by the following facts:

The purpose of the locational criteria within Section 18.110.050 of the RMC is to prevent the sales of alcoholic beverages for off-site consumption from being injurious to property or improvements in the vicinity. Establishments engaging in the sales of alcoholic beverages for off-site consumption generally contribute to public drunkenness, loitering, and other safety issues. The locational criteria within Section 18.110.050 of the RMC are intended to keep these issues away from sensitive uses such as, schools, churches and residences. The proposed expansion of sales of alcoholic beverages for off-site consumption does not comply with the required locational criteria nor does it comply with goal 2-9 of the Land Use Element, which is to protect residential, schools, parks, and other sensitive land uses from the impacts of commercial uses, and goal 5-9 of the Safety Element, which is to reduce criminal gang activity and discourage gang involvement, of the Rialto General Plan. Therefore, the project has the potential to be injurious to property or improvements in the vicinity.

6. Any potential adverse effects upon the surrounding properties will ***not*** be minimized to every extent practical and any remaining adverse effects ***is not*** outweighed by the benefits conferred upon the community or neighborhood as a whole.

This finding is supported by the following facts:

The purpose of the locational criteria within Section 18.110.050 of the RMC is to minimize adverse effects associated with the sales of alcoholic beverages for off-site consumption, described in finding number two (2) above, by providing a buffer between sensitive uses and establishments such as the applicant's. The project does not comply with any of the locational criteria within Section 18.110.050 of the RMC. Expanding the sales of alcoholic beverages for off-site consumption at the project site, which does not comply with those locational criteria, could likely have the opposite effect and result in an increase in public drunkenness, loitering, and other safety issues associated with alcohol.

SECTION 4. The City Council hereby denies the Appeal and upholds the previous decision of the Planning Commission denying CDP No. 769 and VAR No. 709 on the grounds that the Project does not comply with the distance separation requirements contained in Section 18.110.050 of the RMC or the required findings necessary for approval contained in Section 18.64.020 and Section 18.66.020 of the RMC.

SECTION 5. The Mayor shall sign the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2015.

_____
DEBORAH ROBERTSON, MAYOR

ATTEST:

_____
BARBARA MCGEE, CITY CLERK

APPROVED AS TO FORM:

_____
FRED GALANTE, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, BARBARA MCGEE, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No. _____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the _____ day of _____, 2015.

Upon motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA MCGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-727	Version:	2	Name:	TAB 3
Type:	Agenda Item			Status:	Agenda Ready
File created:	10/1/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve a Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Rialto and PDC OC/IE, LLC, related to the acquisition of portions of APN# 0240-241-10, 38, and 56 from the San Gabriel Valley Water Company and Adopt Budget Resolution No. 6834. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Staff Report- Resolution of Necessity Exhibit B - Purchase Agreement (SGVWC Property) 005 (3)gsl Exhibit C - SG response to Offer 7-13-15 Exhibit D - SGVWC - Area Exhibit v3 (I-210 III Rialto) 9 9 15 Exhibit E - Budget Resolution				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Approve a Purchase and Sale Agreement and Joint Escrow Instructions by and between the City of Rialto and PDC OC/IE, LLC, related to the acquisition of portions of APN# 0240-241-10, 38, and 56 from the San Gabriel Valley Water Company and Adopt Budget Resolution No. 6834.
(ACTION)

BACKGROUND:
On August 11, 2015, the City Council conducted a public hearing related to the adoption of a Resolution of Necessity to file an eminent domain complaint to acquire portions of APN # 0240-241-10, 38, and 56 owned by the San Gabriel Valley Water Company (SGVWC). The purpose of the acquisition is to facilitate the assemblage of the larger surrounding property for a development project and the construction of much needed public improvements. The August 11, 2015 staff report and Resolution of Necessity (No. 6791) are attached hereto as Exhibit A.

When the City Council adopted the Resolution of Necessity, the staff report indicated that the City

and Developer (PDC OC/IE) would enter into a Development Agreement and/or Land Acquisition Agreement, whereby the Developer would provide the necessary funding to the City for the acquisition of the SGWVC Property.

The City commenced the condemnation action (CIVDS-1512045) to acquire the Property and has negotiated a proposed settlement with SGVWC. The City has negotiated and presented a Stipulation for an Entry of Judgment for the Final Order of Condemnation (the "Settlement/Stipulated Judgment") to SGVWC for its approval. Under the terms of the proposed Settlement/Stipulated Judgment, SGVWC will agree to sell the Property for the Project and convey certain right-of-way to the City for a negotiated settlement amount.

A Purchase and Sale Agreement (PSA) for the City's acquisition and disposition of the SGVWC Property to PDC OC IE is attached hereto as Exhibit B.

ANALYSIS/DISCUSSION:
SGVWC initially indicated that the City's purchase offer was too low and that selling the property may conflict with San Gabriel's existing well site and its plans to construct additional facilities on the Property. (A copy of San Gabriel's, July 13, 2015, letter is attached as Exhibit C).

Based upon the terms contained in Settlement/Stipulated Judgment, the City agreed to reduce the acquisition parcel from approximately 8.38 acres to approximately 8.28 acres to create a minimum setback from SGVWC's existing well site. Exhibit D attached hereto depicts the Property that the City will acquire for the Project (the "SGVWC Property"). Additionally, the compensation for the Property increased from the original fair market appraised value of $8.50 per square foot to a Stipulated Settlement Value of $12.00 per square foot. The total compensation for the SGVWC Property is $4,330,452 as delineated below:

APN	ACRES	SQ FT	VALUE @ $12 ps
0240-241-038	4.81	209,387	$ 2,512,644
0240-241-56	1.26	54,777	$ 657,324
0240-241-10	2.22	96,707	$ 1,160,484
TOTAL	**8.28**	**360,871**	**$ 4,330,452**

As part of the Settlement/Stipulated Judgment, the City will also acquire certain right-of way from SGVWC to facilitate the widening of Baseline Road. The total right-of-way is 4,023 square feet, located along the Baseline frontage of two parcels (APN 0240-241-10 and 56). The City will also commence vacation proceedings and convey to SGVWC, if successful, certain excess right-of-way that exists on the west side of Laurel Avenue, just north of Baseline Road. This excess right-of-way (3,400 square feet) will be merged into APN# 0240-241-10 reducing the compensation due SGVWC for the right-of-way to approximately $7,500 (equal to the net acquisition area of 623 square feet multiplied by $12 per square foot).

APN	ROW	SQ FT	VALUE @ $12 ps
0240-241-56	10' x 101.8'	1,018	$ 12,216
0240-241-10	10' x 300.5'	3,005	$ 36,060
		4,023	$ 48,276
0240-241-10	VACATE	3,400	$ 40,800
		623	$ 7,476

The total compensation for all SGVWC Property is $4,337,928. PDC will deposit sufficient funds into escrow to fund the City's acquisition of the SGVWC Property, up to a maximum of $4,350,000 ("Award Ceiling") and any and all costs, third-party expenses, including legal costs incurred by the City in connection with the acquisition of the SGVWC Property up to a maximum of $50,000 (Acquisition Costs), for a total deposit of $4,400,000.

	ACRES	SQ FT	VALUE @ $12 p
PDC Property	8.28	360,871	$ 4,330,45
ROW		623	$ 7,476
TOTAL ACQUSITION COST		**361,494**	**$ 4,337,928**

AWARD CEILING	$ 4,350,000
ACQUISITION COSTS	$ 50,000
DEVELOPER DEPO	**$ 4,400,000**

ENVIRONMENTAL IMPACT:

The EIR Addendum for the Project and other entitlements encompasses the SGVWC Property. On August 11, 2015, the Rialto City Council adopted Resolution 6795, which made finding and determined that the EIR Addendum was prepared in accordance with CEQA and that the Addendum satisfied the requirements of CEQA and no further environmental review was warranted or required regarding the Project. A Notice of Determination (NOD) was filed with the Clerk of the Board of San Bernardino County on August 13, 2015.

The Purchase and Sale Agreement is within the scope of the CEQA Compliance Documents that adequately describe the Project and analyze its potential impacts, as well as the impacts potentially resulting from the approval of the Purchase and Sale Agreement for the purposes of CEQA.

The approval of the Purchase and Sale Agreement will not result in any additional or perceived changes to the environment than those which have already been assessed under the Addendum to the Renaissance Specific Plan Environmental Impact Report (collectively the "CEQA Compliance Documents"), all adopted by the City in accordance with CEQA. Therefore, no further environmental review is warranted prior to the consideration of the Development Agreement.

GENERAL PLAN CONSISTENCY:

The proposed action to adopt a Resolution of Necessity to acquire right-of-way is consistent with the following goals and objectives contained in the General Plan:

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and the Purchase and Sale Agreement.

FINANCIAL IMPACT:
On February 1, 2015, the Developer and City entered into an Advance of Funds Agreement to reimburse the City for expenses incurred related to negotiating various development projects the Developer may undertake within the Renaissance Specific Plan area of the City. Funds required to acquire the subject property will come from the Developer in the amount necessary to cover the cost of the acquisition up to a maximum of $4,350,000 and other acquisition costs to cover legal, title, escrow and other costs incurred by the City up to a maximum of $50,000.

The City has not budgeted for the expenses that have been or will be incurred related to the acquisition of the SGVWC Property. These acquisition Costs include various third-party expenses, as well as certain legal costs incurred related to drafting and reviewing of various document, agreements, and filing the initial the condemnation action (CIVDS-1512045) and the proposed settlement with SGVWC.

City Council should adopt a Budget Resolution to amend its FY 15/16 Budget to reflect an increase of revenues in General Fund No.010-400-4255-7598 in the amount of $4,400,000 and appropriating the expenditures from Development Services Fund No. 010-500-4255-2011- in the amount of $4,400,000.

RECOMMENDATION:
Staff recommends that the City Council:

1. Approve the Purchase and Sale Agreement by and between the City of Rialto and PDC OC/IE, LLC substantive in form and content to that which is attached as Exhibit B, along with any minor non-substantive changes approved by the City Attorney and City Administrator

2. Authorize the City Administrator to execute the Purchase and Sale Agreement along with other transactional documents related to the acquisition of the SGVWC Property, including escrow instructions and warrants on behalf of City.

3. Adopt a Budget Resolution No. __ to amend its FY 15/16 Budget to reflect (1) an increase of revenues in General Fund No.010-400-4255-7598 in the amount of $4,400,000; and, (2) appropriating expenditures from Development Services Fund No. 010-500-4255-2011 in the amount of $4,400,000.

Legislation Details (With Text)

File #:	15-549	Version:	1	Name:	TAB 1
Type:	Resolution			Status:	Agenda Ready
File created:	7/23/2015			In control:	City Council
On agenda:	8/11/2015			Final action:	
Title:	Request City Council to Conduct a Public Hearing to Consider the Adoption of Resolution No. 6791 of Necessity to Acquire Portions of APN# 0240-241-10, 38, and 56 from the San Gabriel Valley Water Company for a Project that would assemble underutilized and irregularly shaped parcels of land into a development site and construct various public improvements. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Site Map Exhibit B - Notice to Appraise SGVWC Exhibit C - Offer to Purchase - SGVWC Exhibit D - SGVWC Response Baseline-Alder Assemblage 7-13-15 Exhibit E - Notice of Public Hearing -Reso of Necessity - SGVWC EXHIBIT F - SGVWC Response to Res of Necessity Ltr 7-31-15 Exhibit G Resolution of Necessity - SGVWC with RS Edits				

Date	Ver.	Action By	Action	Result

For City Council Meeting [August 11, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Conduct a Public Hearing to Consider the Adoption of Resolution No. 6791 of Necessity to Acquire Portions of APN# 0240-241-10, 38, and 56 from the San Gabriel Valley Water Company for a Project that would assemble underutilized and irregularly shaped parcels of land into a development site and construct various public improvements.
(ACTION)

BACKGROUND:
On February 10, 2015, the City Council approved an Advance of Funds Agreement with PDC OC/IE, LLC (the Developer) to reimburse the City for costs related to the processing of various site assemblage and/or development projects located within the Renaissance Specific Plan Area.

With the exception of certain property owned by the San Gabriel Valley Water Company (San Gabriel), the Developer negotiated the acquisition of 20 parcels of land, including 2 parcels owned by

the Rialto Successor Agency and 4 parcels owned by the City of Rialto. The Site (Exhibit A) is bounded on the west by Alder Avenue, on the North by Miro Way, on the east by Laurel Avenue and on the south by Base Line Road.

On March 23, 2015, the City sent a "Notice of Intent to Appraise Real Property" to the San Gabriel (Exhibit B). The City obtained an appraisal of the fair market value of approximately 8.38 acres of San Gabriel's property as of April 1, 2015. The proposed acquisition leaves San Gabriel with a remainder parcel(s) totaling 2.72 acres at the corner of Laurel Avenue and Base Line Road.

On May 7, 2015, the Developer submitted various development applications related to its proposed assemblage project including but not limited to Tentative Parcel Map No. 19649 to consolidate twenty -three (23) parcels of land; Precise Plan of Design 2399 to construct a 742,514 square foot warehouse on approximately 33 acres of land, and
Development Agreement No. 15-01. The private development and the associated public improvements constitute the "Project".

On June 22, 2015, the City submitted an Offer to Purchase (Exhibit C) the 8.38 acres from San Gabriel. Although San Gabriel acknowledged receipt of the Offer to Purchase on June 24, 2015, the City has not received a response from San Gabriel.

On July 8, 2015, the City's Planning Commission approved the Project's entitlements, recommending that the City Council approve the Addendum to the Renaissance Specific Plan Environmental Impact Report (EIR) (Environmental Assessment Review No. 15-25), Variance No. 710, Tentative Parcel Map No. 19649, Lot Line Adjustment No. 224, Conditional Development Permit No. 773, and Precise Plan Of Design 2399 entitling construction of a 742,514 square foot warehouse.

On July 13, 2015, San Gabriel responded to the City's offer indicating that San Gabriel would not accept the City's offer because they felt the appraised fair market value was too low and indicating that selling the property may conflict with San Gabriel's existing well site and their potential plans to construct additional facilities on the property. A copy of San Gabriel's, July 13, 2015, letter is attached as Exhibit D.

On July 22, 2015, the City sent a Notice of the Public Hearing to San Gabriel (Exhibit E) (Notice of Hearing) notifying them that the City Council would hold a hearing on August 11, 2015, to consider adopting a Resolution of Necessity and filing a complaint in eminent to domain to acquire the 8.38 acres of land.

On July 31, 2015, San Gabriel sent a response to the Notice of Hearing to the City objecting to the Council's considering adopting a Resolution of Necessity to acquire San Gabriel's property for the Project. A copy of San Gabriel's, July 31, 2015, letter is attached as Exhibit F.

ANALYSIS/DISCUSSION:
To facilitate the assemblage of the property necessary for Panattoni's proposed development project and the construction of much needed public improvements, staff requests that the City Council consider initiating eminent domain proceedings to acquire the 8.38 acres of land from San Gabriel. The City Council must first adopt a Resolution of Necessity to acquire the property for public purposes.

Pursuant to California Code of Civil Procedure Section 1230.010, et seq. (Eminent Domain Law) the City must conduct a hearing to consider the adoption of a Resolution of Necessity to acquire real property. Pursuant to California Code of Civil Procedure Section 1245.350, the City must give the Owner written notice of the hearing at least 15 days prior to the August 11, 2015 hearing date.

The City Council must hold a noticed public hearing, consider all public testimony and make the following findings in order to adopt a Resolution of Necessity:

a) The public interest and necessity require the Project;

b) The Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;

c) The property sought to be acquired is necessary for the Project;

d) An offer has been made to the Owner or Owners of record of each of the Properties as required by California Government Code Section 7267.2.

Finding #1
The assemblage of the underutilized and irregularly shaped parcels of land into a large development site serves the public interest by creating economic and environmental benefits derived from the Project.

The Project requires acquisition of the 8.38 acre San Gabriel property. The acquisition will assemble 33 acres of underutilized land into a more productive use. The Project will create additional jobs for local residents and tax revenues for the City and other taxing agencies. The Project will also include the construction of much needed public improvements, including the widening of two major arterials streets in the City, Baseline Road and Alder Avenue.

The acquisition of the San Gabriel property and assemblage of the underutilized and irregularly shaped parcels of land into a development site and construction of much needed public improvements are consistent with the following goals contained in the City's General Plan.

Goal 2-21: Ensure high-quality planned developments in Rialto

Policy 3-1.4: Encourage the consolidation of smaller lots of industrial and commercial areas to attract larger industrial businesses or commercial projects.

Goal 3-4: Revitalize aging and underperforming commercial and industrial areas.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Finding #2:
The Project has been planned and located in the manner consistent with the greatest public good and the least private injury. The existing well site owned by San Gabriel will be retained by San Gabriel, which will continue to operate the well. A church that currently exists on the Project Site will be relocated and rebuilt as part of the Project. Development of the Project will also require the

dedication of public right-of-way along Alder Avenue and Baseline Road and construction of public improvements along all four street frontages around the Project that will improve overall traffic conditions.

Finding #3:
The Project requires acquisition of the 8.38 acre San Gabriel property. The acquisition will assemble 33 acres of underutilized land under multiple ownerships into a more productive use. Given the size and complexity of the Project, the acquisition of the 8.38 acres is necessary to complete the assemblage and make the Project economically feasible. It will also construct and widen public streets necessary for the Project.

Finding #4:
On June 22, 2015, the City made a formal offer to purchase the property to the property owner of record pursuant to California Government Code Section 7267.2. A copy of the Offer to Purchase is attached as Exhibit C.

Because the City has been unable to negotiate the purchase of the subject property from San Gabriel, the City must consider exercising its powers of eminent domain to compel the sale of the property for the Project. To file a complaint in eminent domain, the City must first adopt a Resolution of Necessity. The adoption of the Resolution of Necessity requires a two-thirds vote of the City Council. Accordingly, four of the five seated Council members must vote in favor of the Resolution of Necessity in order for it to pass.

ENVIRONMENTAL IMPACT:
The Project has or will be analyzed as part of several environmental documents:

- On November 9, 2010, the City certified the Environmental Impact Report (EIR) for the Renaissance Specific Plan and on November 10, 2010, the City filed the Notice of Determination for the EIR.

- An Initial Study and Addendum to the Renaissance EIR have been prepared (Addendum/EAR 15-25). On July 8, 2015, the Planning Commission adopted a Resolution making a recommendation that the City Council approve and certify the Addendum to the Renaissance Specific Plan EIR related to the Project.

The City Council is scheduled to take action on the Initial Study and proposed Addendum to the Renaissance Specific Plan (EAR 15-25) on August 11, 2015. Following the consideration and approval of the Addendum, the Council may then consider the adoption of the Resolution of Necessity related to the Project.

GENERAL PLAN CONSISTENCY:
The proposed action to adopt a Resolution of Necessity to acquire right-of-way is consistent with the following goals and objectives contained in the General Plan:

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and the Resolution of Necessity.

FINANCIAL IMPACT:
The Developer and City have entered into an Advance of Funds Agreement to reimburse the City for expenses incurred related to the eminent domain action. Funds required to acquire the subject property will come from the Developer. The City and Developer shall enter into a Development Agreement and/or Land Acquisition Agreement for the acquisition of the San Gabriel Property.

RECOMMENDATION:
Staff recommends the City Council:

1. Conduct a public hearing to consider testimony regarding the proposed Resolution of Necessity and the findings contained therein.

2. Following the conclusion of the public hearing, City Council adopt the Resolution of Necessity (Exhibit G).

3. Authorize the City Attorney to commence eminent domain proceedings on behalf of City.

EXHIBIT A

EXHIBIT A

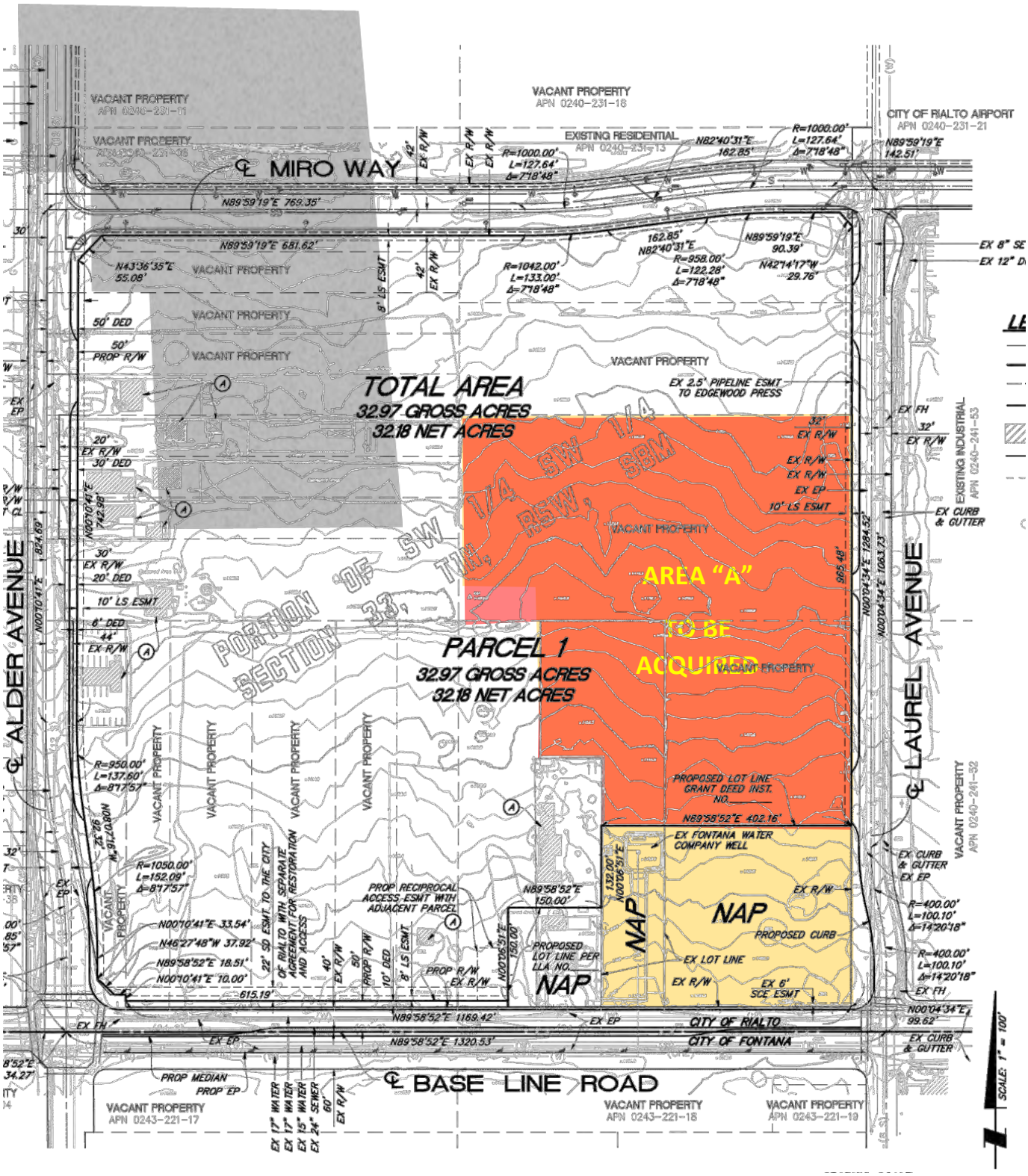
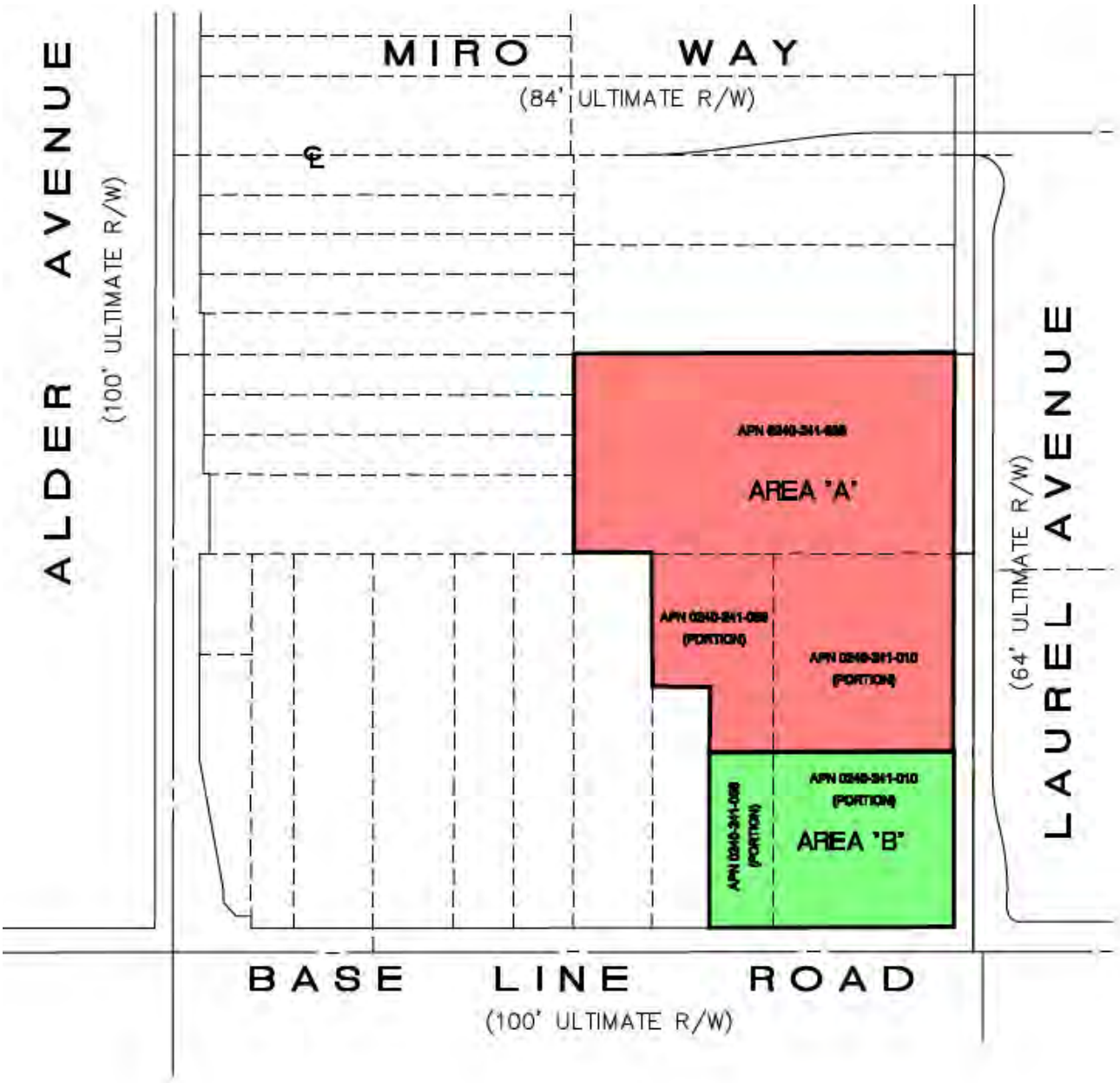

TOTAL AREA
32.97 GROSS ACRES
32.18 NET ACRES
AREA "A"
TO BE
ACQUIRED
PARCEL 1
32.97 GROSS ACRES
32.18 NET ACRES
PORTION OF SW 1/4, SW 1/4 SEC 33, T1N, R5W, SBM
NAP
NAP
NAP
℄ MIRO WAY
℄ ALDER AVENUE
℄ LAUREL AVENUE
℄ BASE LINE ROAD
VACANT PROPERTY
APN 0240-231-11
VACANT PROPERTY
APN 0240-231-18
EXISTING RESIDENTIAL
APN 0240-231-13
CITY OF RIALTO AIRPORT
APN 0240-231-21
EXISTING INDUSTRIAL
APN 0240-241-53
VACANT PROPERTY
APN 0240-241-52
VACANT PROPERTY
APN 0243-221-17
VACANT PROPERTY
APN 0243-221-18
VACANT PROPERTY
APN 0243-221-19
EX 2.5" PIPELINE ESMT
TO EDGEWOOD PRESS
PROPOSED LOT LINE
GRANT DEED INST.
NO.
EX FONTANA WATER
COMPANY WELL
PROPOSED CURB
EX LOT LINE
EX 6' SCE ESMT
PROP RECIPROCAL
ACCESS ESMT WITH
ADJACENT PARCEL
PROPOSED
LOT LINE PER
LLA NO.
CITY OF RIALTO
CITY OF FONTANA
PROP MEDIAN
PROP EP
EX 12" WATER
EX 17" WATER
EX 15" WATER
EX 24" SEWER
SCALE: 1" = 100'

EXHIBIT A


MIRO WAY
(84' ULTIMATE R/W)
ALDER AVENUE
(100' ULTIMATE R/W)
LAUREL AVENUE
(64' ULTIMATE R/W)
AREA 'A'
AREA 'B'
BASE LINE ROAD
(100' ULTIMATE R/W)

CERTIFICATION

I, Barbara A. McGee, City Clerk of the City of Rialto, County of San Bernardino, State of California, DO HEREBY CERTIFY that I have compared the annexed copy of:

RESOLUTION NO. 6791 OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF RIALTO MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATING TO THE EXERCISE OF THE POWER OF EMINENT DOMAIN PURSUANT TO ARTICLE 2, CHAPTER 4, TITLE 7 OF PART 3 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE AUTHORIZING AND DIRECTING THE CONDEMNATION OF CERTAIN REAL PROPERTY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND DECLARING THE PUBLIC NECESSITY THEREFORE (PORTIONS OF APN# 0240-241-10, 38, and 56)

With the original on file in the Office of the City Clerk, 290 W. Rialto Ave., Rialto, CA 92376, and that it is a true, complete and correct copy of the same as it appears in the records on file in my office remaining.

(Seal)

IN WITNESS WHEREOF, I have here onto set my hand and affixed the official seal of the City of Rialto on

August 12, 2015

Barbara A. McGee
City Clerk, City of Rialto

RESOLUTION NO. 6791

A RESOLUTION OF NECESSITY OF THE CITY COUNCIL OF THE CITY OF RIALTO MAKING CERTAIN FINDINGS AND DETERMINATIONS RELATING TO THE EXERCISE OF THE POWER OF EMINENT DOMAIN PURSUANT TO ARTICLE 2, CHAPTER 4, TITLE 7 OF PART 3 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE AUTHORIZING AND DIRECTING THE CONDEMNATION OF CERTAIN REAL PROPERTY IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND DECLARING THE PUBLIC NECESSITY THEREFORE (PORTIONS OF APN# 0240-241- 10, 38, and 56)

THE CITY COUNCIL OF THE CITY RIALTO (the "Council"), by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES AND RESOLVES that:

WHEREAS, the City of Rialto ("City") is a municipal corporation duly organized and existing pursuant to the California Constitution and other provisions of the statutes of the State of California, and is authorized to exercise the power of eminent domain and acquire properties by condemnation pursuant to provisions of Section 1230.010 *et seq.* of the Code of Civil Procedure; and

WHEREAS, the City is authorized to acquire the property interests described in Exhibit A herein and exercise the power of eminent domain for the public use set forth herein in accordance with and pursuant to the California Constitution and the California Eminent Domain Law, Code of Civil Procedure §1230.010 et seq.; Health & Safety Code § 33037; Government Code §§ 37350, 37350.5, 37351 and 37353; and Streets & Highways Code §10102;, and

WHEREAS, the City desires to encourage the assemblage of twenty (20) underutilized and irregularly shaped parcels of land into a development site and construct various public improvements to implement the Project ("Project"); and

WHEREAS, the acquisition of 8.36 acres of property (the "Property"), portions of APN# 240-241-10, 38, and 56 from the San Gabriel Valley Water Company is necessary to facilitate the Project; and

WHEREAS, the legal notice of intention to adopt a resolution of necessity to acquire by eminent domain the hereinafter described Property in fee simple was duly given by the City on July 22, 2015 pursuant to and in compliance with the requirements of Code of Civil Procedure Section 1245.235, which notice advised a hearing by the City Council would take place at the City Council meeting to be held on August 11, 2015, commencing at 6:00 p.m.; and

WHEREAS, a public hearing was held by the City Council at its meeting on August 11, 2015, at which hearing the City Council heard and considered, among other things, the following matters set forth in Code of Civil Procedure Section 1240.030:,

a. Whether the public interest and necessity require the Project; and

b. Whether the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury; and

c. Whether the Property sought to be acquired (which is described herein) is necessary for the Project; and

d. Whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

WHEREAS, the City has provided all persons affected a reasonable opportunity to appear and be heard on those matters referred to in Section 1240.030 of the Code of Civil Procedure and in the notice of hearing on this Resolution; and

WHEREAS, at such hearing, information on the Project and the matters set forth in this resolution were presented to the City Council by City staff; and

WHEREAS, on November 9, 2010, the City certified the Environmental Impact Report (EIR) for the Renaissance Specific Plan and on November 10, 2010, the City filed the Notice of Determination for the EIR; and

WHEREAS, an Initial Study was prepared for the Project, and an Addendum to the Renaissance Specific Plan was adopted on August 11, 2015 and a Notice of Determination will be

filed on August 12, 2015 with the County Clerk in conformance with requirements of the California Environmental Quality Act ("CEQA"); and

WHEREAS, the Project, is within the scope of and consistent with the General Plan and Renaissance Specific Plan as adopted by the City; and

WHEREAS, the City Council desires to make the required findings and determinations in connection with its proposed location of the Project on the Property.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rialto hereby declares, finds, and determines as follows:

Section 1. The staff report and oral presentation made by staff at the hearing on this Resolution are incorporated hereby in by reference, are found to be true and correct and are found to be substantial evidence to support the findings set forth below.

Section 2. The public interest and necessity require the proposed Project. The City Council finds (i) that the Project eliminates blight resulting from the assemblage of the underutilized and irregularly shaped parcels of land into a large development site, (ii) that the Project produces economic and environmental benefits to the City and (iii) that the construction of a public roadways and the provision of public utilities resulting from the Project, are public uses authorized by law. The California Constitution and the California Eminent Domain Law, Code of Civil Procedure §1230.010 et seq.; Government Code §§ 37350, 37350.5, 37351 and 37353; and Streets & Highways Code §10102, permit and empower the acquisition of the Property by the City through its exercise of eminent domain for the stated public uses.

Section 3. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury. The existing well site owned by San Gabriel Valley Water will be preserved, protected in place and continue to operate and the church that currently exists on the Project Site will be relocated and rebuilt as part of the Project. Development of the Project also requires the dedication of public right-of-way along Alder Avenue and Baseline Road and construction of public improvements along all four street frontages of the Project will improve the overall traffic conditions in this area of the City. The Project is consistent with the General Plan and has been reviewed pursuant to the California Environmental Quality Act.

The real property described in this Resolution is vacant land.

Section 4. The public interest and necessity require the acquisition of the Property described herein. The City Council finds that the acquisition of the herein described Property is necessary for the Project. The properties that are the subject of this Resolution are vacant lands located in the City of Rialto, County of San Bernardino, State of California, described as portions of APN(s) 0240-241-10, 38 and 56 (the "Property").

Section 5. The Property sought to be condemned is legally described as follows:

PARCEL NO. 1: [Portions of APN 0240-241-10, 38 and 56]

THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33;

THENCE NORTH 00°08'08" EAST, 331.15 FEET ALONG THE WESTERLY LINE OF SAID SOUTH 1/2 TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 89°59'13" EAST, 632.20 FEET ALONG THE NORTH LINE OF SAID SOUTH 1/2 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LAUREL AVENUE AS CONVEYED TO THE CITY OF RIALTO PER DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NUMBER 167952, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00°05'34" WEST, 661.39 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF LAUREL AVENUE AS CONVEYED TO THE CITY OF RIALTO PER DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NUMBER 167952 AND DEED RECORDED NOVEMBER 8, 1979 IN BOOK 9810, PAGE 1348, OFFICIAL RECORDS OF

SAID COUNTY TO THE INTERSECTION OF A LINE LYING PARALLEL TO AND 332.00 FEET NORTH OF THE CENTERLINE OF BASELINE ROAD, ALSO BEING THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 89°58'52" WEST, 402.16 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33; THENCE NORTH 00°06'51" EAST, 108.00 FEET ALONG SAID WESTERLY 95.5 FEET TO A POINT ON THE SOUTHERLY 440 FEET OF SAID SECTION 33;

THENCE SOUTH 89°58'52" WEST, 98.95 FEET ALONG SAID SOUTHERLY 440 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 2 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33;

THENCE NORTH 00°08'08" EAST, 222.29 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 33;

THENCE SOUTH 89°59'06" WEST, 131.54 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINING 364,175 SQUARE FEET OR 8.36 ACRES MORE OR LESS

The location of the Property sought to be condemned is described in Exhibit "A" and depicted in Exhibit "B" attached to this Resolution and hereby fully incorporated by reference.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owner or owners of record and has been made in the form and manner required by law.

Section 7. As to any portion of the Property that is currently appropriated for a public use, the use for which the Property is sought to be taken is a more necessary public use and the City is empowered to take such Property for a more necessary public use pursuant to Code of Civil Procedure Section 1240.610.

Section 8. The City has complied with the requirements of the California Environmental Quality Act ("CEQA") with respect to the Project and a Notice of Determination for a Mitigated Negative Declaration for the Project will be filed with the County Clerk on August 12, 2015.

Section 9. The City Attorney, on behalf of the City, is authorized, empowered and directed to prepare, commence and prosecute an eminent domain action or actions in the Superior Court of the State of California in and for the County of San Bernardino in the name and on behalf of City of Rialto against all owners and persons and entities claiming or having interests in the above described Property, for the purpose of performing and carrying out all proceedings and steps incident to the condemnation and the acquisition of the Property, including obtaining warrants for deposit of funds, orders for prejudgment possession, and other steps necessary to acquire fee simple title to the Property by and for the City of Rialto.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Rialto this 11th day of August, 2015.

///

DEBORAH ROBERTSON, Mayor

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

FRED GALANTE, ESQ., City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

SAN GABRIEL VALLEY WATER COMPANY PARCEL

PARCEL "A"

THAT PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33;

THENCE NORTH 00°08'08" EAST, 331.15 FEET ALONG THE WESTERLY LINE OF SAID SOUTH ½ TO THE NORTHWEST CORNER THEREOF;

THENCE NORTH 89°59'13" EAST, 632.20 FEET ALONG THE NORTH LINE OF SAID SOUTH ½ TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LAUREL AVENUE AS CONVEYED TO THE CITY OF RIALTO PER DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NUMBER 167952, OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 00°05'34" WEST, 661.39 FEET ALONG THE WESTERLY RIGHT OF WAY LINE OF LAUREL AVENUE AS CONVEYED TO THE CITY OF RIALTO PER DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NUMBER 167952 AND DEED RECORDED NOVEMBER 8, 1979 IN BOOK 9810, PAGE 1348, OFFICIAL RECORDS OF SAID COUNTY TO THE INTERSECTION OF A LINE LYING PARALLEL TO AND 332.00 FEET NORTH OF THE CENTERLINE OF BASELINE ROAD, ALSO BEING THE SOUTH LINE OF SAID SECTION 33;

THENCE SOUTH 89°58'52" WEST, 402.16 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33;

THENCE NORTH 00°06'51" EAST, 108.00 FEET ALONG SAID WESTERLY 95.5 FEET TO A POINT ON THE SOUTHERLY 440 FEET OF SAID SECTION 33;

(Original printed on acid-free paper)

THENCE SOUTH 89°58'52" WEST, 98.95 FEET ALONG SAID SOUTHERLY 440 FEET TO A POINT ON THE EASTERLY LINE OF THE WESTERLY 2 ACRES OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33;

THENCE NORTH 00°08'08" EAST, 222.29 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE SOUTH LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 33 ;

THENCE SOUTH 89°59'06" WEST, 131.54 FEET ALONG SAID SOUTH LINE TO THE **POINT OF BEGINNING.**

CONTAINING 364,175 SQUARE FEET OR 8.36 ACRES MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

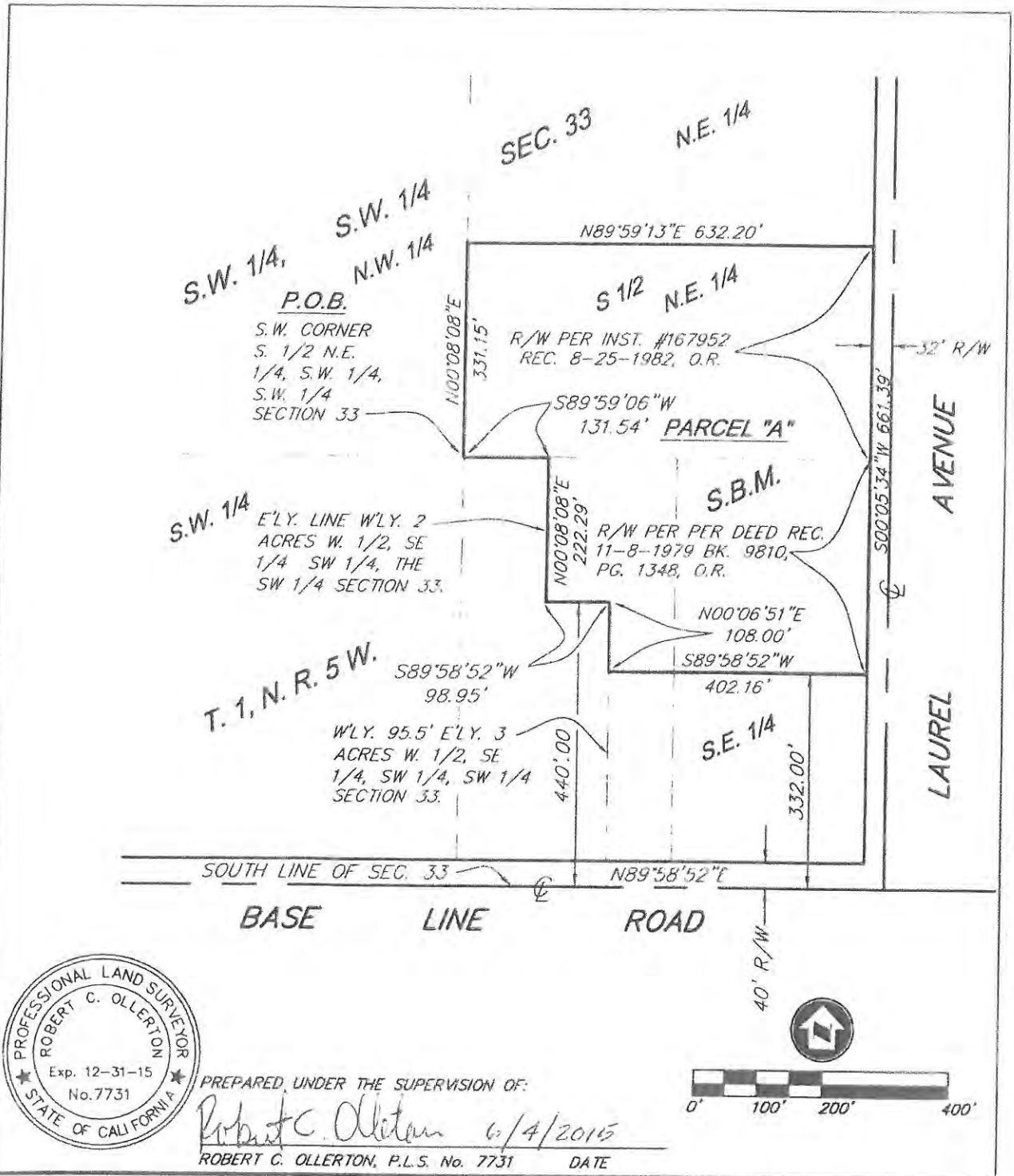
THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

Robert C. Ollerton 6/4/2015

ROBERT C. OLLERTON, PLS 7731 DATE

(Original printed on acid-free paper)

EXHIBIT "B"



PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
Exp. 12-31-15
No.7731
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 6/4/2015

ROBERT C. OLLERTON, P.L.S. No. 7731 DATE

SB&O INC.
PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

I-210 III LOGISTICS CENTER PARCEL "A" PLAT MAP	
06/03/2015	EXHIBIT "B"
SB&O JN 70372.00	SHEET 1 OF 1

(Original printed on acid-free paper)

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) **ss**
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City Rialto, do hereby certify that the foregoing Resolution No. **6791** was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 11th day of August, 2015.

Upon motion of Councilmember Palmer, seconded by Councilmember Scott, the foregoing Resolution No. **6791** was duly passed and adopted.

Vote on the motion:

AYES: Mayor Robertson, Councilmembers: Baca Jr., Palmer, O'Connell, Scott

NOES: None

ABSENT: None

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this 11th day of August, 2015.

Barbara G McGee

BARBARA MCGEE, City Clerk

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("**Agreement**") is entered into as of October ____, 2015, by and between the **CITY OF RIALTO**, a California municipal corporation ("**City**"), and **PDC OC/IE LLC,** a Delaware limited liability company ("**Developer**"). Hereinafter, City and Developer may be referred to individually as a "**Party**," or jointly as the "**Parties**."

R E C I T A L S

The following recitals are a substantive part of this Agreement:

A. Developer intends to acquire and develop certain property in the City of Rialto, County of San Bernardino, State of California, located at the northwest corner of Baseline Road and Laurel Avenue (the "**Project**").

B. San Gabriel Valley Water Company, a California corporation ("**San Gabriel**"), owns certain unimproved real property in the City of Rialto, County of San Bernardino, State of California, which is more particularly described in Exhibit "A" attached hereto (the "**Property**"), which Property is adjacent to the Project.

C. The City is acquiring the Property for public uses and specifically, for the purposes of assemblage of underutilized and irregularly shaped parcels of land into a development site and construction of various public improvements.

D. City has commenced eminent domain proceedings in San Bernardino County Superior Court Case No. CIVDS1512045 ("**Condemnation Action**"), to acquire the Property, pursuant to Section 66462.5 of the California Government Code and has complied or will comply with all statutory prerequisites to any such acquisition of the Property.

E. In the event City acquires the Property, City desires to sell the Property to Developer, and Developer desires to purchase the Property from City, pursuant to the terms of this Agreement. In such event, the Parties intend for the Property to become part of the Project and developed in accordance with the conditions of approval for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein) and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, including the satisfaction of the Condemnation Contingencies (defined in Section 7 below), City agrees to sell to Developer, and Developer agrees to purchase from City, City's right, title and interest in and to the Property. Notwithstanding anything to the contrary herein, City hereby covenants and agrees to sell to Developer, and Developer agrees to purchase from

City, all of the rights in the Property that City obtains from San Gabriel in the Condemnation Action and the Final Judgment (as defined below).

2. Purchase Price; Deposit. The purchase price for the Property ("**Purchase Price**") shall equal the total amount expended by the City to acquire the Property, which shall include and be limited to: (a) the amount of compensation that City is required to pay San Gabriel for the Property ("**Compensation Award**"), as set forth in the Judgment and Final Order of Condemnation in the form attached as Exhibit "B" ("**Final Judgment**"); plus (b) any and all actual, out-of-pocket third party costs and expenses incurred by City in connection with the acquisition of the Property, including, without limitation, attorneys' fees and consultant costs, up to a maximum of Fifty Thousand and No/100 Dollars ($50,000.00) ("**Acquisition Costs**"). The Purchase Price shall be payable in accordance with this Section 2.

Within three (3) business days after the later of (i) October 22, 2015 or (ii) the date Purchase Escrow Holder (as defined below) receives written confirmation from Condemnation Escrow Holder (as defined below) that Condemnation Escrow Holder has received a fully signed Stipulation (as defined below) and the Final Judgment approved as to the form and content by counsel for San Gabriel and counsel for the City, in the Condemnation Action, Developer shall deposit into Escrow the amount of **Four Million Four Hundred Thousand and No/100 Dollars ($4,400,000.00)** ("**Deposit**"). Developer shall make the Deposit by certified or cashier's check payable to Purchase Escrow Holder (as defined below) or by electronic transfer of immediately-available funds. Purchase Escrow Holder shall hold the Deposit in an interest-bearing account with interest accruing for the benefit of Developer. As used herein, the term "Deposit" includes all interest accrued on the original sum deposited.

Purchase Escrow Holder shall release the Deposit (or portion thereof) to an escrow holder ("**Condemnation Escrow Holder**") identified in a Stipulation for Entry of Judgment and Final Order of Condemnation in the form attached hereto as Exhibit "C" ("**Stipulation**"), upon the occurrence of all of the following: (a) City obtaining a copy of the fully signed Stipulation and the Final Judgment approved as to form and content by counsel for San Gabriel and counsel for the City in the Condemnation Action, containing a Compensation Award agreed to by Developer; (b) the expiration or waiver of City's right to abandon the Condemnation Action pursuant to Section 1268.510 of the California Code of Civil Procedure; and (c) written confirmation and instructions from City and Developer to proceed with the release of the Deposit to Condemnation Escrow Holder. Upon release of the Deposit, Condemnation Escrow Holder shall, with the assistance of the City, (i) obtain entry of the Final Judgment by the Superior Court, (ii) record the Final Judgment in the Official Records of the Recorder of the County of San Bernardino, and (iii) use the Deposit (or portion thereof) to pay the Compensation Award to San Gabriel. City shall promptly provide a copy of the recorded Final Judgment to Developer.

3. Escrow; Closing Costs

a. Escrow. Within five (5) business days after the date ("**Effective Date**") upon which all Parties have executed this Agreement, which Effective Date shall be inserted into the preamble above, Developer shall open an escrow ("**Escrow**") with First American Title Insurance Company, Attn: Kelly Simoneau ("**Purchase Escrow Holder**"), by delivering a fully-

executed copy of this Agreement to Purchase Escrow Holder at 3281 East Guasti Road, Suite 440, Ontario, California 91761.

b. Joint Escrow Instructions. This Agreement shall constitute joint escrow instructions. The terms and provisions of Purchase Escrow Holder's "General Provisions" are incorporated herein by reference as supplemental escrow instructions. In the event of any conflict between this Agreement and the General Provisions, the terms of this Agreement shall control, even if a Party may have intentionally or inadvertently executed such inconsistent instructions.

c. Opening; Closing. As used herein, the term "**Opening of Escrow**" means the date Purchase Escrow Holder agrees to act in accordance with this Agreement. As used herein, the term "**Close of Escrow**" or "**Closing**" means the consummation of the purchase and sale transaction contemplated herein, evidenced by the recordation of the Grant Deed (defined in Section 4 below) in the Official Records of San Bernardino County. As used herein, the term "**Closing Date**" means the date the Close of Escrow occurs. Unless this Agreement is otherwise terminated as provided herein, Close of Escrow shall occur on a date mutually agreeable to City and Developer and in no event, later than December 31, 2015 ("**Outside Closing Date**"). If the Closing has not occurred by the Outside Closing Date this Agreement shall terminate, unless extended by the Parties in writing, the Deposit shall be returned to Developer, and neither Party shall have any obligations to the other, except as otherwise expressly set forth herein and except on account of any breach of this Agreement. The Closing shall occur at the offices of Purchase Escrow Holder or such other location as the Parties may agree.

d. Closing Costs. Developer shall pay at the Closing all closing costs, including, without limitation: (i) all Escrow fees and costs; (ii) the cost of the Title Policy (defined in Section 12 below); (iii) any documentary transfer taxes; and (iv) all document recording charges.

e. Settlement Statement. The Purchase Price and other credits and adjustments shall be reflected on a closing settlement statement to be executed by City and Developer for the Closing. Purchase Escrow Holder shall deliver a copy of each Party's closing settlement statement to the other Party.

4. Grant Deed. Title to the Property shall be conveyed to Developer upon the Close of Escrow. Title to the Property shall be conveyed to Developer by grant deed in the form attached hereto as Exhibit "D" (the "**Grant Deed**"). As included in the instructions to be provided by Developer, the Grant Deed shall be recorded in the Official Records of San Bernardino County immediately following recordation of the Final Judgment and on the same day.

5. Closing Deliverables

a. City's Closing Deliverables. Within five (5) business days of Developer delivering the Deposit to Purchase Escrow Holder, City shall deposit into Escrow, the Grant Deed, duly executed and acknowledged by City. In addition, at least one (1) business day prior to the Closing Date, City shall deposit into Escrow the following: (i) a recordable certified copy

of the Final Judgment; and (ii) such additional documents as may be necessary to convey the Property to Developer in accordance with this Agreement.

b. Developer's Closing Deliverables. At least one (1) business day prior to the Closing Date, Developer shall deposit into Escrow the following: (i) the balance of the Purchase Price, if any; (ii) such additional documents as may be necessary to complete the purchase of the Property in accordance with this Agreement; and (iii) any amount determined by Purchase Escrow Holder to be due from Developer in connection with the closing costs and fees set forth in Section 3(d) above.

6. Closing Procedures

Upon the Close of Escrow, Purchase Escrow Holder shall perform the following:

a. If applicable, disburse to Developer any portion of the Deposit (and interest accrued thereon) remaining after payment of the Purchase Price to City;

b. Cause the Grant Deed and any other documents that the Parties hereto may mutually direct to be recorded, to be recorded in the Official Records of San Bernardino County, in the order directed by City and Developer;

c. Cause the Title Company to deliver the Title Policy to Developer;

d. Deliver to City and Developer conformed copies of all documents recorded at the Close of Escrow; and

e. Deliver to the appropriate parties any other documents or instruments to be delivered through Escrow pursuant to the terms hereof.

7. Condemnation Contingencies. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that the performance of their respective obligations under this Agreement is contingent upon: (a) City obtaining a Final Judgment in the Condemnation Action on or before December 31, 2015, unless extended by the Parties in writing and (b) City waiving its right to abandon the Condemnation Action pursuant to Section 1268.510 of the California Code of Civil Procedure within the 30-day statutory period following entry of the Final Judgment (collectively, the "**Condemnation Contingencies**"). In the event any one or more of the Condemnation Contingencies are not satisfied by the applicable date, either Party may terminate this Agreement by providing Notice (as defined in Section 21 below) to the other, and in such event, neither Party shall have any further obligations hereunder (except for those that expressly survive termination) and the Deposit shall be returned to Developer less any amounts required to reimburse City's Acquisition Costs (which are capped at $50,000.00 and which do not include the Compensation Award).

8. Reservation of Authority and Right to Abandon. Nothing contained in this Agreement shall be construed as usurping the authority of City to elect whether to proceed and/or abandon the Condemnation Action. Nothing contained in this Section 8 shall be construed as limiting Developer's right to terminate this Agreement in accordance with Section 9 or Section 10 below.

9. Litigation Coordination; Award Ceiling; Right to Terminate. Developer acknowledges and agrees that City retains the sole and absolute discretion to select the counsel used in the Condemnation Action and to direct all strategic litigation decisions. Notwithstanding the foregoing, City agrees to coordinate with Developer and regularly and promptly keep Developer apprised in writing of material aspects of the Condemnation Action. In particular, City shall (a) provide Developer with an opportunity to review and comment upon the form of the Stipulation and/or the Final Judgment, and (b) immediately notify Developer in writing if the Compensation Award is likely to exceed Four Million Three Hundred Fifty Thousand and No/100 Dollars ($4,350,000.00) ("**Award Ceiling**"). In the event that the Compensation Award exceeds the Award Ceiling, Developer shall have the right, in its sole and absolute discretion, to terminate this Agreement, by providing Notice (as defined in Section 21 below) to City within ten (10) days thereafter, and in such event, Developer shall be entitled to the return of the Deposit, without further instruction from City, less any amounts necessary to reimburse Acquisition Costs incurred by the City up to $50,000.00 and any and all damages paid to San Gabriel per Section 1268.610 of the California Code of Civil Procedure related to a subsequent abandonment of the eminent domain proceeding (if the City elects to abandon the eminent domain proceeding promptly after, and as a result of, Developer terminating this Agreement) as limited by the Stipulation ("**Abandonment Costs**"). Notwithstanding anything to the contrary herein, Developer shall not be obligated to proceed toward Closing hereunder or to reimburse City for the amount of the Compensation Award or any amounts other than the Acquisition Costs up to $25,000.00, or the Abandonment Costs, if the expected amount of the Compensation Award exceeds the Award Ceiling.

10. Developer's Additional Termination Right. In addition to Developer's right to terminate under Section 7 (in the event any Condemnation Contingency is not satisfied) and Section 9 (in the event the Compensation Award exceeds the Award Ceiling), at any time, Developer shall have the right to terminate this Agreement, for any reason or for no reason, in its sole and absolute discretion, by delivering notice of such termination to City. In that event, neither Party shall have any further obligations hereunder (except for those that expressly survive termination) and the Deposit shall be returned to Developer, without further instruction from City, less any amounts required to reimburse City's Acquisition Costs (which are capped at $50,000.00), and the Abandonment Costs (provided such abandonment occurs promptly after, and as a result of, Developer's election to terminate this Agreement).

11. Reimbursement of Acquisition Costs Upon Termination. The Parties hereby acknowledge and agree that Developer shall reimburse City's Acquisition Costs up to $50,000.00 regardless of whether City: (a) adopts a resolution of necessity; (b) acquires the Property; or (3) closes Escrow. Notwithstanding anything in this Agreement to the contrary, this Section 11 shall not apply if City breaches any material obligation under this Agreement. The Parties further agree that Developer shall not be liable for Acquisition Costs incurred by City after any termination of this Agreement; but, shall be liable for Abandonment Costs (provided such abandonment occurs promptly after, and as a result of, Developer's election to terminate this Agreement). Developer's obligation to reimburse City for the Acquisition Costs up to $50,000.00 shall survive any termination of this Agreement.

12. Title Policy. The Parties shall cause First American Title Insurance Company, Attn: Greg Franke, 3281 East Guasti Road, Suite 440, Ontario, CA 91761 ("**Title Company**") to

issue Developer, at Developer's election, either a CLTA Standard Owner's Title Insurance Policy or an ALTA Extended Owner's Title Insurance Policy in form and substance in accordance with the written instructions of Developer, insuring Developer's fee interest in the Property, in the amount of the Purchase Price, subject to such exceptions as are reasonably acceptable to Developer, together with any endorsements reasonably requested by the Developer ("**Title Policy**"). The cost of such Title Policy and endorsements shall be paid for by the Developer.

13. Compliance with Laws. The Parties shall, in performing their duties hereunder, remain in conformity with all applicable laws.

14. Remedies for Default.

a. Notice. A failure by either Party to perform any action or covenant required by this Agreement within the time periods provided herein following Notice (as defined in Section 21 below) and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A Party claiming a Default shall give Notice of Default to the other Party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against the other Party, and the other Party shall not be in Default if such Party cures such default within ten (10) days if the claimed Default is a failure to pay amounts due, or thirty (30) days from receipt of such Notice for all other claimed Defaults hereunder. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days from receipt of such Notice, the claimant shall not institute any proceeding against the other Party, and the other Party shall not be in Default if such Party promptly upon receipt of such Notice, with due diligence (and within thirty (30) days), commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter.

b. City's Remedies. In the event the transaction contemplated by this Agreement fails to close as a result of a Developer Default, City, as its sole and exclusive remedy, may terminate this Agreement, in which case, City shall be entitled to that portion of the Deposit equal to the City's Acquisition Costs (up to $50,000.00) and the Abandonment Costs. As an inducement to Developer to enter into this Agreement, City specifically agrees that it shall not have, and hereby forever relinquishes and waives, any right to compel Developer to specifically perform under this Agreement or otherwise compel Developer to purchase the Property from City. City hereby waives any right to seek specific performance under California Civil Code Sections 3384, *et seq.* In no event shall Developer be liable to City for any consequential, special or punitive damages, and City hereby waives all rights to seek recovery of same.

c. Developer's Remedies. If City fails to comply fully with the terms of this Agreement, Developer may exercise all rights and remedies available at law or in equity, or otherwise allowed under this Agreement, including without limitation seeking specific performance of the terms of this Agreement.

15. Institution of Legal Actions. In addition to any other rights or remedies, and subject to the restrictions otherwise expressly set forth in this Agreement (including, without limitation, Section 14.b above), either Party may institute an action at law or in equity to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement.

16. Acceptance of Service of Process. In the event that any legal action is commenced by the Developer against City, service of process on City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

17. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party.

18. Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

19. Applicable Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to its conflicts of laws principles.

20. Attorneys' Fees. In any action or proceeding (including any bankruptcy proceeding) between the Parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action or proceeding, on trial or appeal, shall be entitled, in addition to any other relief to which it might be entitled hereunder, to reasonable costs and expenses including, without limitation, litigation costs, expert witness fees and reasonable attorneys' fees as fixed by the court.

21. Notices. Any notice or other communication required or permitted to be given hereunder ("**Notice**") shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, or two (2) business days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

If to City: City of Rialto
150 South Palm Avenue
Rialto, California 92376
Attention: City Administrator
Fax: (909) 820-2527
Email: rsteel@rialtoca.gov

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Blvd, #1700
Irvine, CA 92612
Attention: Fred Galante, City Attorney
Fax: (949) 223-1180
Email: fgalante@awattorneys.com

If to Developer: PDC OC/IE LLC
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660
Attention: Stephen M. Batcheller
Fax: (916) 868-6142
Email: sbatcheller@panattoni.com

With a copy to: CVM Law Group, LLC
20411 SW Birch Street, Suite 200
Newport Beach, CA 92660
Attention: Fredric I. Albert
Fax: (916) 669-4860
Email: falbert@cvmlaw.com

Any written Notice, demand or communication sent by regular U.S. mail shall be deemed received three (3) business days after deposit in the mail; all other Notices, demands or communications sent hereunder shall be deemed received immediately upon receipt; provided, however, that refusal to accept delivery shall constitute receipt.

22. Additional Representations and Warranties of City. City represents and warrants to Developer that, to City's actual knowledge as of the date of this Agreement and the Closing Date and, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement, or in any schedule of exceptions attached to this Agreement:

a. This Agreement has been duly authorized and executed on behalf of City. This Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms. City has obtained or will obtain all consents, releases and permissions and has given or will give all required notifications related to the transaction herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which City is a party or by which City is bound.

b. As of the Closing Date, City, by way of recordation of the Final Judgment and thereafter Developer, by way of recordation of the Grant Deed will be the fee simple owner of the Property. Except as set forth in this Agreement, City is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

c. To City's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which City has actual knowledge, and Developer acknowledges that City has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

d. Except for the Condemnation Action and as otherwise set forth in this Agreement, there is no litigation pending or to the actual knowledge of City, threatened, against City or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property.

e. There are no leases, licenses or other occupancy or use agreements, written or oral, in effect in which City has granted any party rights to possession or use of the Property or any portion thereof, nor has City given any party an option or right of first refusal to purchase any portion of the Property. The Property is not subject to any operating, maintenance or repair contract or other agreements that will bind the Property or Developer after the Closing ("**Service Contracts**").

f. City has no actual knowledge of any violations of health, environmental or other applicable law, ordinance, code, order or regulation in any respect with regard to the Property.

g. City is not aware of any inaccuracy or incompleteness of any of the documents, materials or reports provided to Developer.

h. To City's actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or utilities

made against the Property which remain unpaid (or which will remain unpaid by City as of the Closing Date).

i. No representation, statement or warranty by City contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after City's execution hereof and prior to the Closing, any event occurs or condition exists of which City becomes aware which renders any of the representations contained herein untrue or misleading, City shall promptly notify Developer in writing.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date, except in the event of a change in circumstances not within the control of City affecting any representations or warranties set forth herein, in which case City shall provide written notice to Developer regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) business days following the date the City's Assistant City Administrator/Development Services Director obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, "actual knowledge" of City refers to the actual knowledge of City's employees and agents directly involved in the negotiation and/or drafting of this Agreement, those responsible for the acquisition or maintenance of the Property, the City Attorney and the City Clerk.

j. To City's actual knowledge, the Property is free of agreements and/or restrictions to which San Gabriel is a party that would prevent Developer from fully occupying or using the Property for its intended use.

23. Non Liability of Certain Individuals.

a. Officials and Employees of City. No official or employee of City shall be personally liable to Developer or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

b. Developer Parties. No officer, director, manager, member, or employee of Developer (or any of their respective officers, directors, shareholders, partners, members, managers, employees, trustees, or beneficiaries) (collectively, "**Developer Parties**") shall be personally liable to City or its successor in interest, in the event of any Default by Developer or for any amount which may become due from Developer or its successors, or on any obligations of Developer under the terms of this Agreement; provided, however, the foregoing shall not be deemed or construed as waiving or limiting the rights of City with respect to (a) any fraud, willful misconduct or criminal activities of any of the Developer Parties, or (b) any recourse that may be granted in a final judgment from a court of competent jurisdiction against any of the Developer Parties for the liability of Developer based upon a legal theory or equitable right which would allow the City to ignore or 'pierce' the separate legal existence of Developer as a limited liability company.

24. Execution in Counterparts and by Fax/Email. This document may be validly executed and delivered by facsimile transfer/e-mail and/or portable document format

(collectively, "**Electronic Copy**"). Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout is hereby deemed to be an original counterpart of this document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. Integration. This Agreement including the exhibits attached hereto, contains the entire understanding between the Parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material. This Agreement includes Exhibits "A", "B", "C" and "D", which constitute the entire understanding and agreement of the Parties, notwithstanding any previous negotiations or agreements between the Parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

26. No Waiver. A waiver by either Party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

27. Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

28. Severability. If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

29. Binding Effect; Assignment. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective Parties. Developer may not assign its rights under this Agreement to any person or entity without the prior written consent of City. Notwithstanding the foregoing, Developer shall have the right to assign this Agreement without City's consent (but with notice to City) to any entity under common control with Developer, or over which Developer owns a majority interest or has an ownership interest and management or operational control. In the event of an assignment of Developer's interests under this Agreement, the assignee shall agree in writing to assume and be bound by the terms and provisions hereof.

30. Legal Advice. Each Party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full

knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

31. Brokers. Developer and City acknowledge that no broker or finder has been involved in this transaction and each Party agrees to indemnify and hold harmless the other Party from and against any claim that a commission or fee is due to any broker or finder who dealt with the Party from whom indemnification is sought.

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

33. Time of Essence. Time is expressly made of the essence with respect to the performance by the Parties of each and every obligation and condition of this Agreement.

34. Cooperation. Each Party shall cooperate with the other in this transaction and, in that regard, sign any and all documents (to the extent such documents do not increase the liability, costs or exposure of such Party, are consistent with this Agreement, and are in form and substance mutually and reasonably acceptable to the Parties) which may be necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

[Signatures begin on the following page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:

CITY OF RIALTO,
a California municipal corporation

By: _____
Deborah Robertson, Mayor

ATTEST:

_____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

_____
Fred Galante, Esq., City Attorney

[Signatures continue on the following page]

DEVELOPER:

PDC OC/IE LLC,
a Delaware limited liability company

By: _____
Stephen M. Batcheller, Local Partner

[Signatures continue on the following page]

ACCEPTANCE BY PURCHASE ESCROW HOLDER:

First American Title Insurance Company hereby acknowledges that it has received originally-executed counterparts or a fully-executed original of the foregoing Purchase and Sale Agreement and Joint Escrow Instructions, and agrees to act as Escrow Holder thereunder, and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: _____

"PURCHASE ESCROW HOLDER"

FIRST AMERICAN TITLE INSURANCE COMPANY, a _____

By: _____
Name: _____
Title: _____

[End of Signatures]

EXHIBIT A

LEGAL DESCRIPTION OF SAN GABRIEL PROPERTY

EXHIBIT "A"

LEGAL DESCRIPTION

SAN GABRIEL VALLEY WATER COMPANY PARCEL

A.P.N. 0240-241-38

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO GOVERNMENT SURVEY.

EXCEPTING THEREFROM THE EASTERLY 32 FEET, AS CONVEYED TO THE CITY OF RIALTO BY DEED RECORDED AUGUST 25, 1982 AS INSTRUMENT NO. 167952 OF OFFICIAL RECORDS.

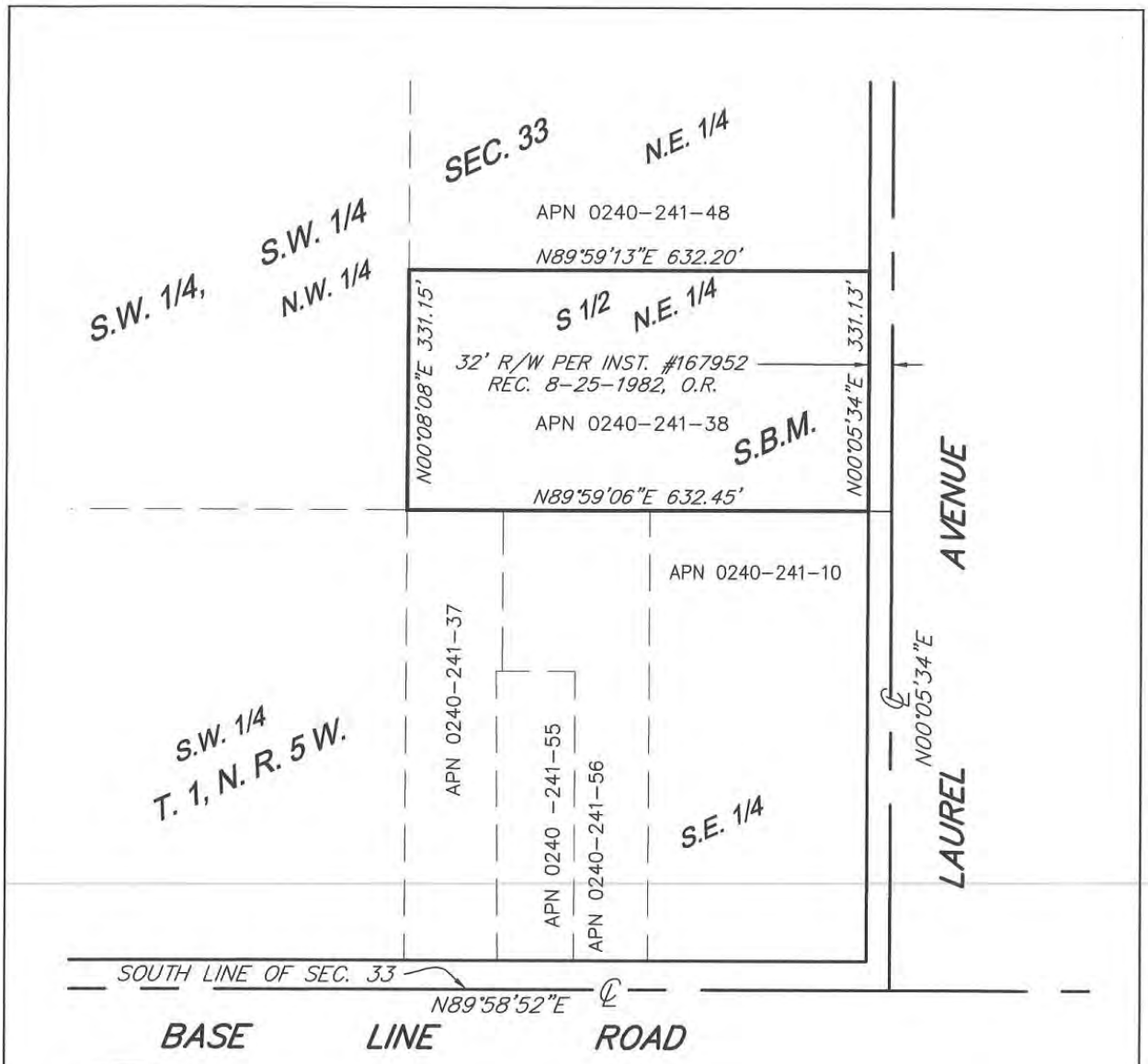
CONTAINING 209,387 SQUARE FEET OR 4.81 ACRES MORE OR LESS.

THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, PLS 7731 DATE



PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
Exp. 12-31-15
No. 7731
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, P.L.S. No. 7731 DATE

0' 100' 200' 400'

SB&O INC.
PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

I-210 III LOGISTICS CENTER
A.P.N. 0240-241-38

08/20/2015	EXHIBIT "B"
SB&O JN 70372.00	SHEET 1 OF 1

EXHIBIT "A"

LEGAL DESCRIPTION

SAN GABRIEL VALLEY WATER COMPANY PARCEL

PORTION OF A.P.N. 0240-241-10

THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY PLAT THEREOF.

EXCEPTING THEREFROM SOUTHERLY 340.22 FEET OF SAID EAST ½.

ALSO EXCEPTING THEREFROM THE EAST 32 FEET, AS DEEDED TO THE CITY OF RIALTO IN THE DEED RECORDED NOVEMBER 8, 1979 IN BOOK 9810, PAGE 1348, OF OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 96,707 SQUARE FEET OR 2.22 ACRES MORE OR LESS.

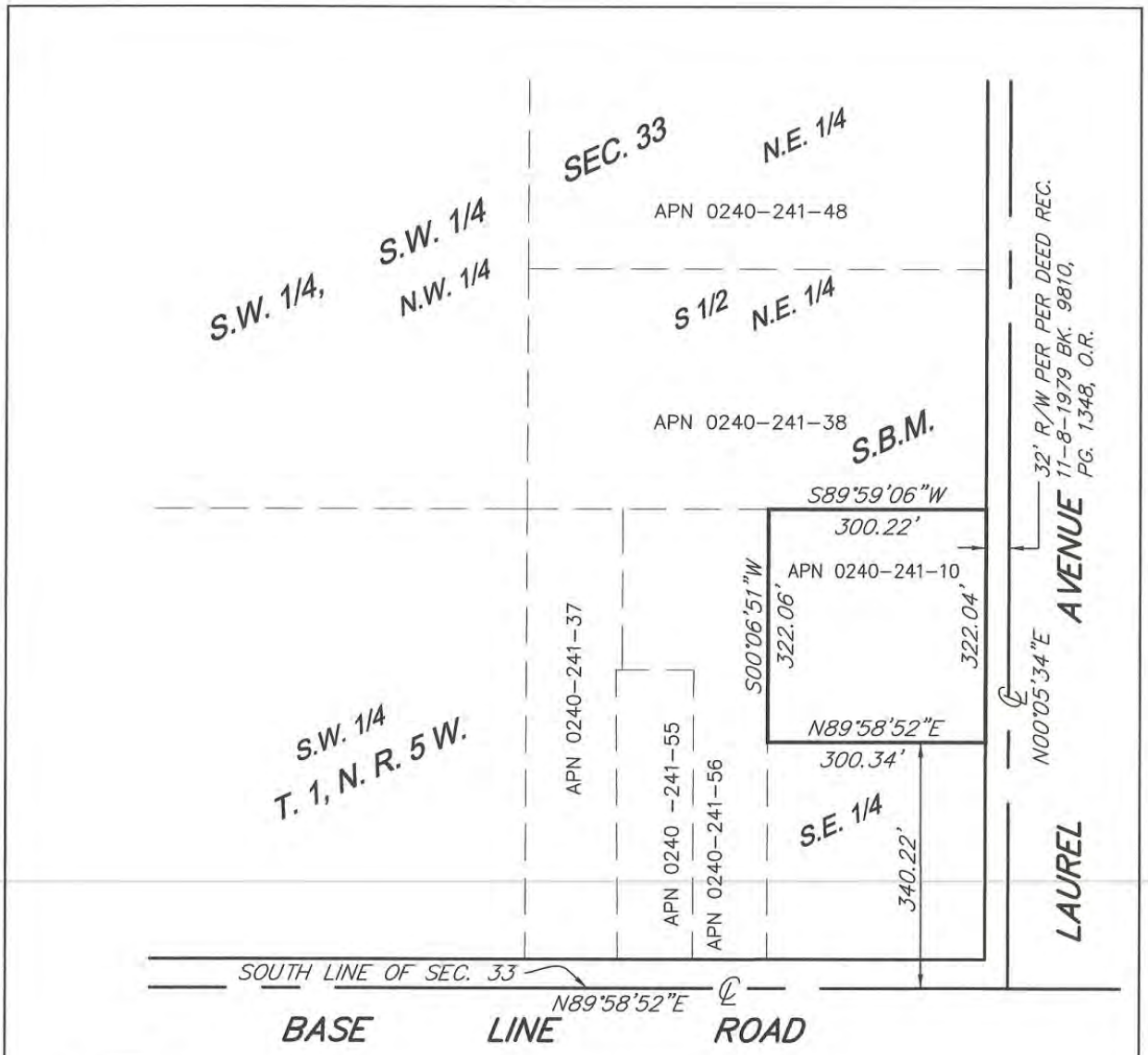
THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, PLS 7731 DATE

I:\70372 Assemblage III\Survey\SGVWC Condemnation\SGVWC PORTION OF APN 0240-241-10.doc



PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
Exp. 12-31-15
No. 7731
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, P.L.S. No. 7731 DATE

SB&O INC.
PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

I-210 III LOGISTICS CENTER
PORTION OF A.P.N. 0240-241-10

08/20/2015	EXHIBIT "B"
SB&O JN 70372.00	SHEET 1 OF 1

EXHIBIT "A"

LEGAL DESCRIPTION

SAN GABRIEL VALLEY WATER COMPANY PARCEL

PORTION OF A.P.N. 0240-241-56

THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 5 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT SURVEY.

SAVING AND EXCEPTING THEREFROM THE WESTERLY 2 ACRES THEREOF.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 440 FEET OF SAID WEST ½ LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 2 ACRES AND THE EASTERLY LINE OF THE WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½.

ALSO SAVING AND EXCEPTING THEREFROM THE SOUTHERLY 340.22 FEET LYING BETWEEN THE EASTERLY LINE OF SAID WESTERLY 95.5 FEET OF THE EASTERLY 3 ACRES OF SAID WEST ½ AND THE EASTERLY LINE OF SAID WEST ½.

CONTAINING 54,777 SQUARE FEET OR 1.26 ACRES MORE OR LESS.

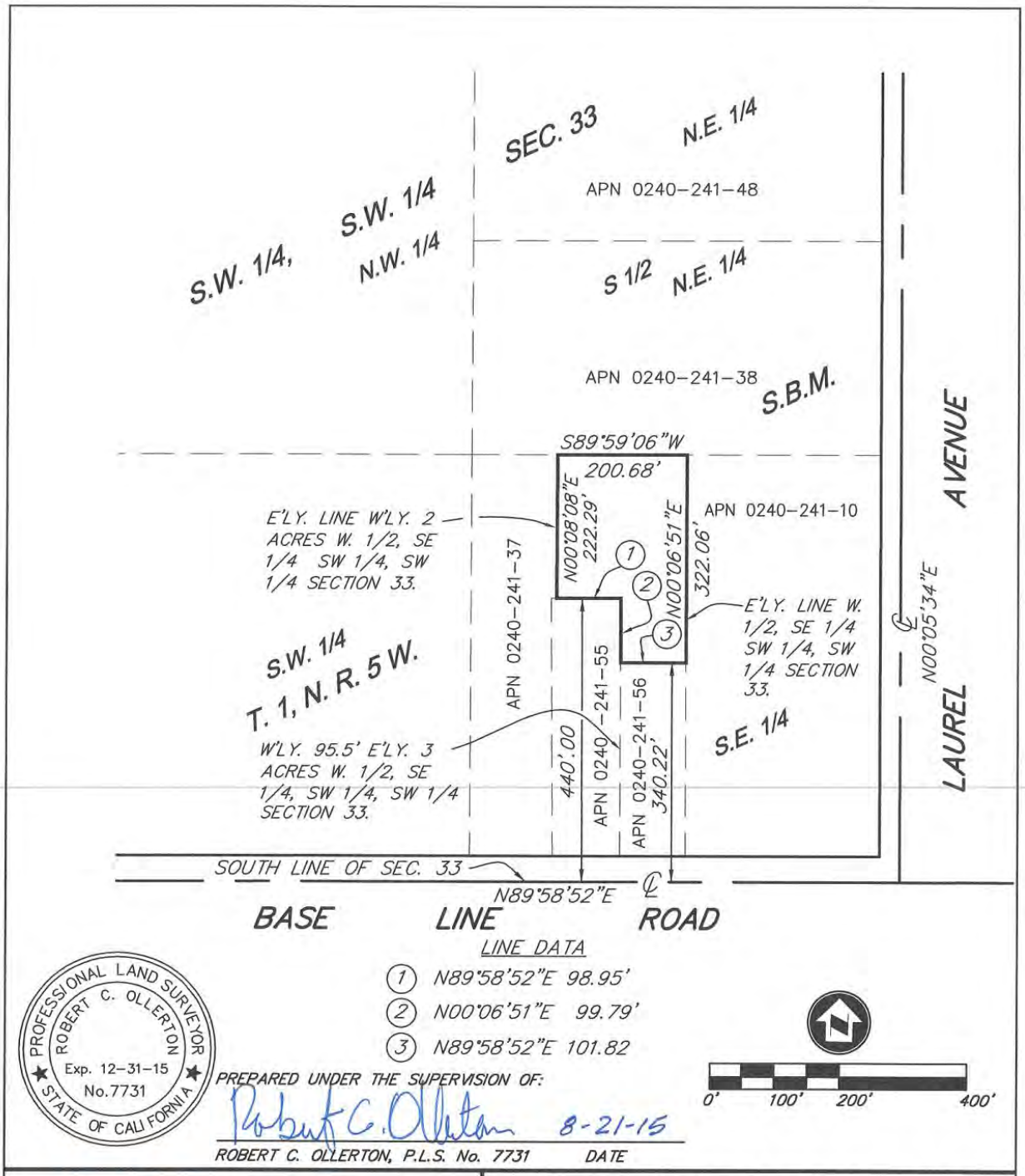
THIS DESCRIPTION ALSO BEING SHOWN ON THE ATTACHED EXHIBIT "B" AND THEREBY BEING MADE A PART HEREOF.

THIS LEGAL DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, PLS 7731 DATE

I:\70372 Assemblage III\Survey\SGVWC Condemnation\SGVWC PORTION OF APN 0240-241-56.doc



LINE DATA

1. N89°58'52"E 98.95'
2. N00°06'51"E 99.79'
3. N89°58'52"E 101.82

0' 100' 200' 400'

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
Exp. 12-31-15
No. 7731
STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF:

Robert C. Ollerton 8-21-15

ROBERT C. OLLERTON, P.L.S. No. 7731 DATE

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PORTION OF A.P.N. 0240-241-56

08/20/2015	EXHIBIT "B"
SB&O JN 70372.00	SHEET 1 OF 1

EXHIBIT B

FINAL JUDGMENT

EXHIBIT C

STIPULATION

EXHIBIT D

FORM OF GRANT DEED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: **MAIL TAX STATEMENTS TO:** PDC OC/IE LLC 20411 SW Birch Street, Suite 200 Newport Beach, CA 92660 Attention: Stephen M. Batcheller	

APN(s): _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383

THE UNDERSIGNED GRANTOR DECLARES DOCUMENTARY TRANSFER TAX is $_____

Computed on full value of property conveyed, or
computed on full value less value of liens or encumbrances remaining at time of sale,
Unincorporated area: City of _____, and

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF RIALTO, a municipal corporation ("Grantor") hereby grants to PDC OC/IE LLC, a Delaware limited liability company ("Grantee"), all of its respective rights, title, and interest in the real property hereinafter referred to as the "Property" in the City of Rialto, County of San Bernardino, State of California, as more particularly described in Schedule 1 attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf as of the date written below.

CITY OF RIALTO,
a municipal corporation

_____
Deborah Robertson, Mayor

ATTEST:

_____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

_____
Fred Galante, Esq., City Attorney

SCHEDULE 1

LEGAL DESCRIPTION OF THE PROPERTY

SAN GABRIEL VALLEY WATER COMPANY

July 13, 2015

Mr. Michael E. Story
Rialto City Administrator
150 South Palm Avenue
Rialto, CA 92376

Subject: Baseline and Alder Assemblage Project
Assessor Parcel Nos. 0240-241-10, 0240-241-38 and 0240-241-56
Rialto, California

Dear Mr. Story:

This responds to City of Rialto's ("City") offer dated June 22, 2015 to purchase the three properties identified above from San Gabriel Valley Water Company ("San Gabriel"). For a variety of reasons San Gabriel is not able to accept your offer.

As we explained in our letter dated April 8, 2015 (a copy is enclosed), the subject properties are not for sale because San Gabriel currently uses them for public water utility purposes. The City seeks to take property on which San Gabriel plans to construct and operate additional public utility plant facilities. Also, while it appears the City is attempting to exclude San Gabriel's well from the acquisition, the City's intended use of the property is unacceptably close to the existing well, thereby possibly rendering it unusable as a public drinking water source of supply. Other problems include conflicts with San Gabriel's access and water facilities rights-of-way on Baseline and Laurel Avenues.

Apart from those concerns, the City's offer to pay $8.50 per square foot for the properties does not satisfy the legal requirement that the City pay just compensation equal to the fair market value of the property ". . . in any eminent domain proceeding which may subsequently be instituted for acquisition of the subject property . . ." as mentioned in your offer. Indeed, the City's own Appraisal shows a recent sale of comparable property in Rialto at a price of $15.34 per square foot—nearly twice the amount of your offer.

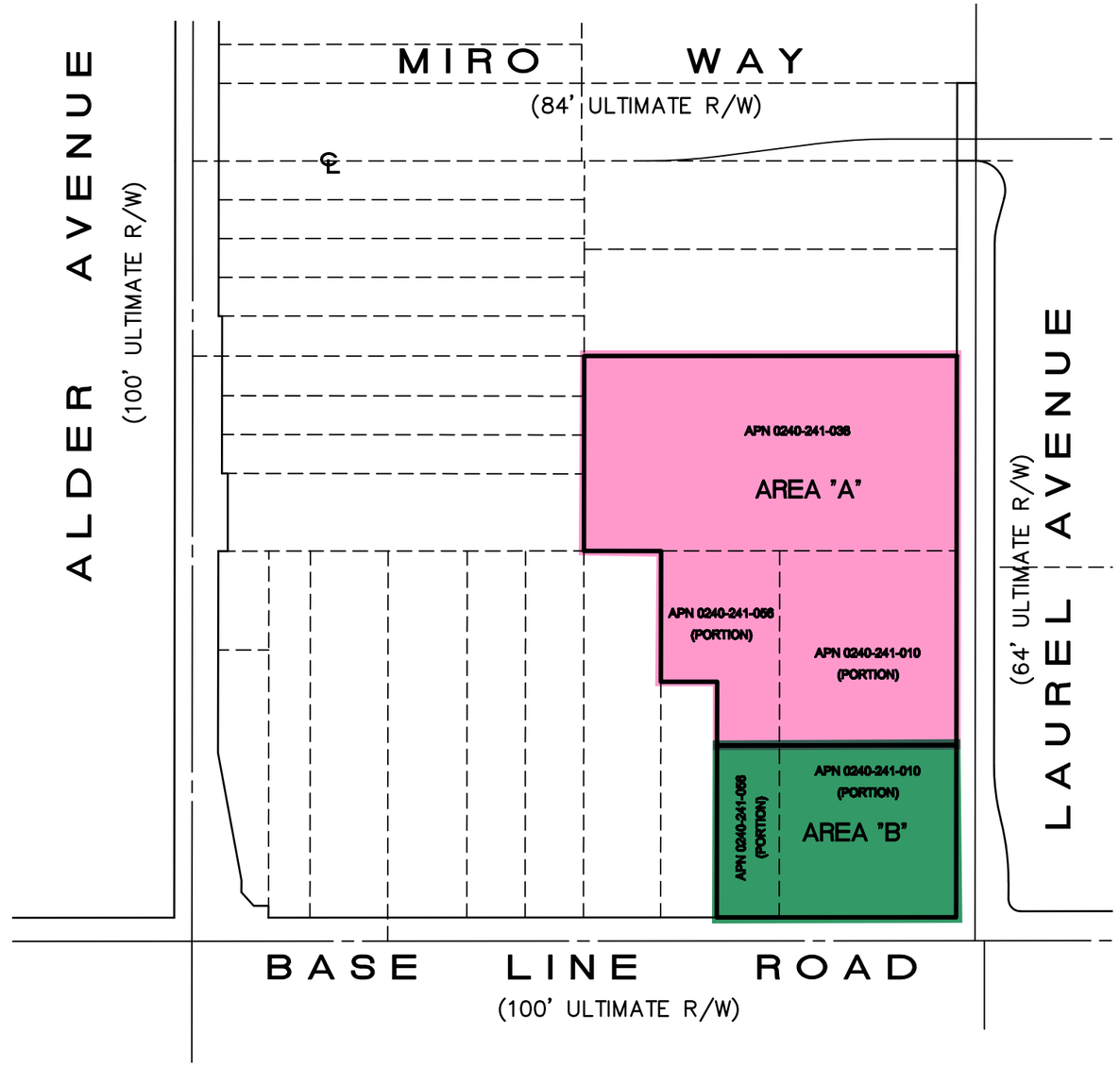
You may contact me directly at 626-434-0174 or the number below if you wish to further discuss San Gabriel's objections to the City's offer and proposed development project. Thank you.

Very truly yours,

Samuel Aguirre
Property Manager

SA:lc
Enclosure

11142 GARVEY AVENUE • P.O. BOX 6010 • EL MONTE, CALIFORNIA 91734-2010 • (626) 448-6183 • Fax (626) 448-5530



AREA "A" (TO BE PURCHASED BY PANATTONI)

SAN GABRIEL VALLEY WATER COMPANY PROPERTY

APN	ACRES	SQ. FT.
0240-241-038	4.81	209,387
0240-241-056	1.25	54,777
0240-241-010	2.22	96,707
TOTAL	8.28	360,871

AREA "B" (TO REMAIN WITH SGVWC)

SAN GABRIEL VALLEY WATER COMPANY PROPERTY

APN	ACRES	SQ. FT.
0240-241-056	0.70	30,567
0240-241-010	2.07	90,184
TOTAL	2.77	120,751

SB&O INC.
PLANNING ENGINEERING SURVEYING
41689 Enterprise Circle North, Suite 126
Temecula, Ca. 92590
951-695-8900
951-695-8901 Fax

ASSEMBLAGE III
PROPERTY EXHIBIT

DATE: 09/09/2015

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2015 – 2016 FISCAL BUDGET.

WHEREAS, the budget for fiscal year 2015 -2016 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

WHEREAS, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: Approve the increase of revenues in General Fund No.010-400-4255-7598-140702 in the amount of $50,000.

Section 2: Approve the appropriation in Development Services Fund No. 010-500-4255-2011-140702 in the amount of $50,000.

\\\\

PASSED APPROVED AND ADOPTED this _____ day of _____, 2015.

_____

DEBORAH ROBERTSON, Mayor

ATTEST:

_____

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

_____

FRED GALANTE, ESQ., City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the ____ day of _____, 2015.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution No. ____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA McGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-704	Version:	1	Name:	TAB 4
Type:	Resolution			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2015/2016 Funding and Adopt Budget Resolution No. 6835 Appropriating Funds in the Amount of $159,580. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Letter of Award Resolution				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: William A. Farrar, Chief of Police

Request City Council to Accept California Citizens Option for Public Safety (COPS) Allocation of 2015/2016 Funding and Adopt Budget Resolution No. 6835 Appropriating Funds in the Amount of $159,580.
(ACTION)

BACKGROUND:
The County of San Bernardino Auditor-Controller/Treasurer/Tax Collector has allocated California Citizens' Option for Public Safety (COPS) funding to the City of Rialto Police Department.

ANALYSIS/DISCUSSION:
Guidelines regulating the use of COPS funding specify that it may only be used for front-line municipal police services. Front-line police services are not specifically defined, but include anti-gang and other community enforcement programs.

Each county must create a Supplemental Law Enforcement Services Fund Committee (SLESF) before applying for funds. California Department of Finance requires this committee to be comprised of the following officials: one Police Chief, the County Sheriff, the District Attorney, the County's Executive Officer and one City Manager. The San Bernardino County Board of Supervisors has already established an oversight committee by resolution.

Rialto Police Department will use the allocation funding of $159,580 for technology, communication equipment and personal protective equipment.

ENVIRONMENTAL IMPACT:
The proposed action does not meet the definition of a project as defined by Section 15378 California Environmental Quality Act (CEQA). A “Project” means the whole of an action, which as a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and excludes the following:

1) Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making.

2) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
The City of Rialto has outlined key goals and objects relating to public safety. The acceptance of this grant and future purchase of this technology and other related equipment is in consistent with meeting these objectives.
Goal 5-8: Provide effective and comprehensive policing services that meet the safety needs of Rialto.

Policy 5-8 4: Initiate proactive crime suppression and prevention strategies throughout the community.

Goal 5-9: Reduce criminal street gang activity and discourage gang involvement in the City of Rialto.

Policy 5-9-1: Identify specific high-crime areas in the City and when feasible, create plans/strategies to improve these areas.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and resolution.

FINANCIAL IMPACT:
Staff recommends that the City Council increase estimated revenues in the amount of $159,580 in the Citizens’ Options Public Safety Account No. 214-400-6907-7547 and appropriate $100,000 in Account No. 214-500-6907-3030 and $59,580 in Account No. 214-500-6907-2021 for a total expenditure budget of $159,580 for the purchase of technology, communications equipment and personal protective equipment.

RECOMMENDATION:
Staff recommends that City Council:

- Authorize the police department to accept the California Citizens’ Option for Public Safety (COPS) allocation of 2015/2016 funds in the amount of $159,580.

- Approve the budget resolution.

powered by Legistar™

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. ▪ GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

September 2, 2015

Honorable Betty T. Yee
State Controller
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

Attention: Mr. Jim Reisinger
Cost Plans and Local Apportionments

Dear Controller Yee:

Pursuant to Government Code section 30029.05, subdivision (e), paragraph (2), the Department of Finance respectfully submits the attached (Attachments I and II) percentages for the allocation of 2015-16 Citizens' Option for Public Safety (COPS) and the Juvenile Justice Crime Prevention Act (JJCPA) funds deposited in the Enhancing Law Enforcement Activities Subaccount (ELEAS) in the Law Enforcement Services Account within the Local Revenue Fund 2011.

Pursuant to Government Code section 30061, subdivisions (b) and (g), subsequent to the allocation described in subdivision (d) of Section 29552, 47.08727192 percent of the remaining funds deposited in the ELEAS for the COPS (23.54363596 percent) and JJCPA (23.54363596 percent) programs are to be allocated, according to the relative population for each county and city, as follows:

(1) 5.15 percent to the county sheriff for county jail construction and operation.

(2) 5.15 percent to the district attorney for criminal prosecution.

(3) 50 percent to the county or city and county to implement a comprehensive multi-agency juvenile justice plan..

(4) 39.7 percent to the county and the cities within the county for front-line law enforcement. Note that pursuant to Government Code section 30061, subdivision (b), paragraph (3), each law enforcement jurisdiction receiving front-line law enforcement funding is to receive a minimum grant of $100,000. The percentages included in Attachment II are calculated in a manner that provides for a minimum grant allocation of $100,000 to each law enforcement jurisdiction listed in Attachment II.

Note that the by-county percentages for the first three allocations above: (1) county jail construction, (2) district attorney criminal prosecution, and (3) multi-agency juvenile justice plans, are specified on Attachment I and the by-county/city percentages for the fourth allocation, front-line law enforcement, are identified on Attachment II. Also note that the allocations shown on Attachments I and II may be slightly different from the final allocations made by the State Controller's Office due to rounding.

If you have any questions, or need additional information, please call Joshua Gauger, Principal Program Budget Analyst, at (916) 445-8913.

Sincerely,

CHRIS RYAN
Program Budget Manager

Attachments

cc: Mr. George Lolas, Chief Operating Officer, State Controller's Office
Ms. Casandra Moore-Hudnall, Chief, Division of Accounting and Reporting, State Controller's Office
Ms. Kathleen Howard, Executive Director, Board of State and Community Corrections

2015-16 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety and Juvenile Justice Crime Prevention Act Allocations
Based on Jan. 1, 2015 Population Estimates

			COPS (Excluding Front-line Enforcement)*				JJCPA		Total		Net Total (Including Front-line Enforcemnet)	
			5.15%		5.15%		50.00%		60.30%		100.00%	
			11,031,300		11,031,300		107,100,000		129,162,600		214,200,000	
COUNTY	1/1/2015 Population by County	Percent of 1/1/2015 Population by County	Co. Jail Operation Allocation by County	Percent of Co. Jail Operation Allocation by County	District Attorney Allocation by County	Percent of District Attorney Allocation by County	Juvenile Justice Allocation by County	Percent of Juvenile Justice Allocation by County	Total Allocation by County	Percent of Total Allocation by County	Net Total Allocation by County	Percent of Net Total Allocation by County
Alameda	1,594,569	4.11876618%	454,353	4.11876618%	454,353	4.11876618%	4,411,199	4.11876618%	5,319,905	4.11876618%	8,093,074	3.26111742%
Alpine	1,121	0.00289554%	319	0.00289554%	319	0.00289554%	3,101	0.00289554%	3,739	0.00289554%	103,739	0.11759532%
Amador	36,312	0.09379377%	10,347	0.09379377%	10,347	0.09379377%	100,453	0.09379377%	121,147	0.09379377%	721,147	0.70557192%
Butte	224,323	0.57942553%	63,918	0.57942553%	63,918	0.57942553%	620,565	0.57942553%	748,401	0.57942553%	1,419,387	0.78904845%
Calaveras	45,668	0.11796029%	13,013	0.11796029%	13,013	0.11796029%	126,335	0.11796029%	152,361	0.11796029%	352,361	0.23519064%
Colusa	21,715	0.05608977%	6,187	0.05608977%	6,187	0.05608977%	60,072	0.05608977%	72,446	0.05608977%	372,446	0.35278596%
Contra Costa	1,102,871	2.84871196%	314,250	2.84871196%	314,250	2.84871196%	3,050,971	2.84871196%	3,679,471	2.84871196%	6,209,735	2.97547244%
Del Norte	28,031	0.07240398%	7,987	0.07240398%	7,987	0.07240398%	77,545	0.07240398%	93,519	0.07240398%	293,519	0.23519064%
El Dorado	184,917	0.47763997%	52,690	0.47763997%	52,690	0.47763997%	511,552	0.47763997%	616,932	0.47763997%	1,055,314	0.51551628%
Fresno	972,297	2.51143977%	277,044	2.51143977%	277,044	2.51143977%	2,689,752	2.51143977%	3,243,840	2.51143977%	5,786,435	2.98997237%
Glenn	28,728	0.07420432%	8,186	0.07420432%	8,186	0.07420432%	79,473	0.07420432%	95,845	0.07420432%	395,845	0.35278596%
Humboldt	134,398	0.34714957%	38,295	0.34714957%	38,295	0.34714957%	371,797	0.34714957%	448,387	0.34714957%	1,259,614	0.95396479%
Imperial	183,429	0.47379647%	52,266	0.47379647%	52,266	0.47379647%	507,436	0.47379647%	611,968	0.47379647%	1,411,968	0.94076256%
Inyo	18,574	0.04797658%	5,292	0.04797658%	5,292	0.04797658%	51,383	0.04797658%	61,967	0.04797658%	261,967	0.23519064%
Kern	874,264	2.25822087%	249,111	2.25822087%	249,111	2.25822087%	2,418,555	2.25822087%	2,916,777	2.25822087%	5,177,424	2.65841521%
Kings	149,721	0.38672882%	42,661	0.38672882%	42,661	0.38672882%	414,187	0.38672882%	499,509	0.38672882%	999,509	0.58797660%
Lake	64,918	0.16768297%	18,498	0.16768297%	18,498	0.16768297%	179,588	0.16768297%	216,584	0.16768297%	516,584	0.35278596%
Lassen	32,092	0.08289352%	9,144	0.08289352%	9,144	0.08289352%	88,779	0.08289352%	107,067	0.08289352%	307,067	0.23519064%
Los Angeles	10,136,559	26.18269662%	2,888,294	26.18269662%	2,888,294	26.18269662%	28,041,667	26.18269662%	33,818,255	26.18269662%	52,948,373	22.49612236%
Madera	155,878	0.40263233%	44,416	0.40263233%	44,416	0.40263233%	431,219	0.40263233%	520,051	0.40263233%	834,743	0.37006333%
Marin	258,972	0.66892378%	73,791	0.66892378%	73,791	0.66892378%	716,417	0.66892378%	863,999	0.66892378%	2,071,052	1.41943827%
Mariposa	17,791	0.04595409%	5,069	0.04595409%	5,069	0.04595409%	49,217	0.04595409%	59,355	0.04595409%	159,355	0.11759532%
Mendocino	88,863	0.22953282%	25,320	0.22953282%	25,320	0.22953282%	245,830	0.22953282%	296,470	0.22953282%	796,470	0.58797660%
Merced	266,134	0.68742320%	75,832	0.68742320%	75,832	0.68742320%	736,230	0.68742320%	887,894	0.68742320%	1,662,358	0.91073361%
Modoc	9,399	0.02427758%	2,678	0.02427758%	2,678	0.02427758%	26,001	0.02427758%	31,357	0.02427758%	231,357	0.23519064%
Mono	14,695	0.03795713%	4,187	0.03795713%	4,187	0.03795713%	40,652	0.03795713%	49,026	0.03795713%	249,026	0.23519064%
Monterey	425,413	1.09884030%	121,216	1.09884030%	121,216	1.09884030%	1,176,858	1.09884030%	1,419,290	1.09884030%	2,923,140	1.76845661%
Napa	140,362	0.36255456%	39,994	0.36255456%	39,994	0.36255456%	388,296	0.36255456%	468,284	0.36255456%	1,091,723	0.73313546%
Nevada	98,193	0.25363218%	27,979	0.25363218%	27,979	0.25363218%	271,640	0.25363218%	327,598	0.25363218%	730,548	0.47385062%
Orange	3,147,655	8.13038192%	896,887	8.13038192%	896,887	8.13038192%	8,707,639	8.13038192%	10,501,413	8.13038192%	16,179,882	6.67761363%
Placer	369,454	0.95429840%	105,272	0.95429840%	105,272	0.95429840%	1,022,054	0.95429840%	1,232,598	0.95429840%	2,109,195	1.03083693%
Plumas	19,560	0.05052341%	5,573	0.05052341%	5,573	0.05052341%	54,111	0.05052341%	65,257	0.05052341%	265,257	0.23519064%
Riverside	2,308,441	5.96269507%	657,763	5.96269507%	657,763	5.96269507%	6,386,046	5.96269507%	7,701,572	5.96269507%	12,138,388	5.21748801%
Sacramento	1,470,912	3.79936058%	419,119	3.79936058%	419,119	3.79936058%	4,069,115	3.79936058%	4,907,353	3.79936058%	7,366,786	2.89217799%
San Benito	58,344	0.15070235%	16,624	0.15070235%	16,624	0.15070235%	161,402	0.15070235%	194,650	0.15070235%	494,650	0.35278596%
San Bernardino	2,104,291	5.43537633%	599,593	5.43537633%	599,593	5.43537633%	5,821,288	5.43537633%	7,020,474	5.43537633%	10,964,139	4.63756505%
San Diego	3,227,496	8.33661094%	919,637	8.33661094%	919,637	8.33661094%	8,928,510	8.33661094%	10,767,784	8.33661094%	16,220,567	6.41221732%
San Francisco	845,602	2.18418702%	240,944	2.18418702%	240,944	2.18418702%	2,339,264	2.18418702%	2,821,152	2.18418702%	4,142,910	1.55432524%
San Joaquin	719,511	1.85849441%	205,016	1.85849441%	205,016	1.85849441%	1,990,448	1.85849441%	2,400,480	1.85849441%	3,758,821	1.59734528%
San Luis Obispo	274,293	0.70849786%	78,157	0.70849786%	78,157	0.70849786%	758,801	0.70849786%	915,115	0.70849786%	1,803,051	1.04417096%
San Mateo	753,123	1.94531409%	214,693	1.94531409%	214,693	1.94531409%	2,083,431	1.94531409%	2,512,617	1.94531409%	4,868,938	2.77092306%
Santa Barbara	437,643	1.13043035%	124,701	1.13043035%	124,701	1.13043035%	1,210,691	1.13043035%	1,460,093	1.13043035%	2,579,396	1.31624787%
Santa Clara	1,889,638	4.88092838%	538,430	4.88092838%	538,430	4.88092838%	5,227,474	4.88092838%	6,304,334	4.88092838%	9,689,836	3.98119192%
Santa Cruz	271,646	0.70166067%	77,402	0.70166067%	77,402	0.70166067%	751,479	0.70166067%	906,283	0.70166067%	1,515,410	0.71630451%
Shasta	178,673	0.46151174%	50,911	0.46151174%	50,911	0.46151174%	494,279	0.46151174%	596,101	0.46151174%	1,043,671	0.52632080%
Sierra	3,105	0.00802020%	885	0.00802020%	885	0.00802020%	8,590	0.00802020%	10,360	0.00802020%	210,360	0.23519064%
Siskiyou	45,119	0.11654222%	12,856	0.11654222%	12,856	0.11654222%	124,817	0.11654222%	150,529	0.11654222%	1,250,529	1.29354852%
Solano	429,552	1.10953132%	122,396	1.10953132%	122,396	1.10953132%	1,188,308	1.10953132%	1,433,100	1.10953132%	2,443,101	1.19771384%
Sonoma	496,253	1.28181977%	141,401	1.28181977%	141,401	1.28181977%	1,372,829	1.28181977%	1,655,631	1.28181977%	2,959,136	1.53286054%
Stanislaus	532,297	1.37492130%	151,672	1.37492130%	151,672	1.37492130%	1,472,541	1.37492130%	1,775,885	1.37492130%	3,089,080	1.54425590%
Sutter	95,948	0.24783335%	27,339	0.24783335%	27,339	0.24783335%	265,430	0.24783335%	320,108	0.24783335%	623,840	0.35717437%
Tehama	64,323	0.16614609%	18,328	0.16614609%	18,328	0.16614609%	177,942	0.16614609%	214,598	0.16614609%	614,598	0.47038128%
Trinity	13,571	0.03505385%	3,867	0.03505385%	3,867	0.03505385%	37,543	0.03505385%	45,277	0.03505385%	145,277	0.11759532%
Tulare	462,189	1.19383258%	131,695	1.19383258%	131,695	1.19383258%	1,278,595	1.19383258%	1,541,985	1.19383258%	2,676,757	1.33443904%
Tuolumne	54,337	0.14035228%	15,483	0.14035228%	15,483	0.14035228%	150,317	0.14035228%	181,283	0.14035228%	381,283	0.23519064%
Ventura	848,073	2.19056961%	241,648	2.19056961%	241,648	2.19056961%	2,346,100	2.19056961%	2,829,396	2.19056961%	4,479,787	1.94078229%
Yolo	209,393	0.54086139%	59,664	0.54086139%	59,664	0.54086139%	579,263	0.54086139%	698,591	0.54086139%	1,202,939	0.59308923%
Yuba	74,076	0.19133805%	21,107	0.19133805%	21,107	0.19133805%	204,923	0.19133805%	247,137	0.19133805%	547,137	0.35278596%
Total	38,714,725	100.00000000%	11,031,300	100.00000000%	11,031,300	100.00000000%	107,100,000	100.00000000%	129,162,600	100.00000000%	214,200,000	100.00000000%

*Note that the COPS Front-line Law Enforcement breakdown by county and city for SCO distribution is provided in Attachment II.

ATTACHMENT II

2015-16 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Alameda	**1,594,569**	**$ 2,773,169**	**3.26111742%**
Alameda	76,638	$ 119,793	0.14087050%
Albany	18,565	$ 100,000	0.11759532%
Berkeley	118,780	$ 185,665	0.21833292%
Dublin	55,844	$ 100,000	0.11759532%
Emeryville	10,570	$ 100,000	0.11759532%
Fremont	226,551	$ 354,121	0.41642988%
Hayward	152,889	$ 238,980	0.28102964%
Livermore	85,990	$ 134,411	0.15806068%
Newark	44,204	$ 100,000	0.11759532%
Oakland	410,603	$ 641,812	0.75474113%
Piedmont	11,113	$ 100,000	0.11759532%
Pleasanton	74,850	$ 116,998	0.13758392%
San Leandro	88,441	$ 138,242	0.16256593%
Union City	72,744	$ 113,706	0.13371283%
Unincorporated	146,787	$ 229,442	0.26981339%
Alpine	**1,121**	**$ 100,000**	**0.11759532%**
Unincorporated	1,121	$ 100,000	0.11759532%
Amador	**36,312**	**$ 600,000**	**0.70557192%**
Amador	183	$ 100,000	0.11759532%
Ione	6,763	$ 100,000	0.11759532%
Jackson	4,586	$ 100,000	0.11759532%
Plymouth	967	$ 100,000	0.11759532%
Sutter Creek	2,457	$ 100,000	0.11759532%
Unincorporated	21,356	$ 100,000	0.11759532%
Butte	**224,323**	**$ 670,986**	**0.78904845%**
Biggs	1,746	$ 100,000	0.11759532%
Chico	89,634	$ 140,107	0.16475882%
Gridley	6,780	$ 100,000	0.11759532%
Oroville	16,197	$ 100,000	0.11759532%
Paradise	26,235	$ 100,000	0.11759532%
Unincorporated	83,731	$ 130,880	0.15390835%
Calaveras	**45,668**	**$ 200,000**	**0.23519064%**
Angels City	3,811	$ 100,000	0.11759532%
Unincorporated	41,857	$ 100,000	0.11759532%
Colusa	**21,715**	**$ 300,000**	**0.35278596%**
Colusa	6,191	$ 100,000	0.11759532%
Williams	5,316	$ 100,000	0.11759532%
Unincorporated	10,208	$ 100,000	0.11759532%
Contra Costa	**1,102,871**	**$ 2,530,264**	**2.97547244%**
Antioch	108,298	$ 169,280	0.19906566%
Brentwood	56,493	$ 100,000	0.11759532%
Clayton	11,288	$ 100,000	0.11759532%
Concord	126,069	$ 197,058	0.23173104%
Danville	43,691	$ 100,000	0.11759532%
El Cerrito	24,288	$ 100,000	0.11759532%
Hercules	24,775	$ 100,000	0.11759532%
Kensington Police Protection	-	$ 100,000	0.11759532%
Lafayette	25,154	$ 100,000	0.11759532%
Martinez	37,384	$ 100,000	0.11759532%

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2015-16 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Moraga	16,466	$ 100,000	0.11759532%
Oakley	38,789	$ 100,000	0.11759532%
Orinda	18,612	$ 100,000	0.11759532%
Pinole	18,946	$ 100,000	0.11759532%
Pittsburg	67,628	$ 105,709	0.12430896%
Pleasant Hill	34,162	$ 100,000	0.11759532%
Richmond	107,346	$ 167,792	0.19731576%
San Pablo	29,730	$ 100,000	0.11759532%
San Ramon	78,561	$ 122,798	0.14440523%
Walnut Creek	66,868	$ 104,521	0.12291199%
Unincorporated	168,323	$ 263,105	0.30939932%
Del Norte	**28,031**	**$ 200,000**	**0.23519064%**
Crescent City	6,889	$ 100,000	0.11759532%
Unincorporated	21,142	$ 100,000	0.11759532%
El Dorado	**184,917**	**$ 438,382**	**0.51551628%**
Placerville	10,673	$ 100,000	0.11759532%
South Lake Tahoe	21,738	$ 100,000	0.11759532%
Unincorporated	152,506	$ 238,382	0.28032564%
Fresno	**972,297**	**$ 2,542,595**	**2.98997237%**
Clovis	104,339	$ 163,092	0.19178851%
Coalinga	16,529	$ 100,000	0.11759532%
Firebaugh	7,779	$ 100,000	0.11759532%
Fowler	5,957	$ 100,000	0.11759532%
Fresno	520,159	$ 813,059	0.95611914%
Huron	6,817	$ 100,000	0.11759532%
Kerman	14,314	$ 100,000	0.11759532%
Kingsburg	11,711	$ 100,000	0.11759532%
Mendota	11,211	$ 100,000	0.11759532%
Orange Cove	9,358	$ 100,000	0.11759532%
Parlier	15,095	$ 100,000	0.11759532%
Reedley	25,488	$ 100,000	0.11759532%
Sanger	25,128	$ 100,000	0.11759532%
San Joaquin	4,041	$ 100,000	0.11759532%
Selma	23,912	$ 100,000	0.11759532%
Unincorporated	170,459	$ 266,444	0.31332556%
Glenn	**28,728**	**$ 300,000**	**0.35278596%**
Orland	7,814	$ 100,000	0.11759532%
Willows	6,206	$ 100,000	0.11759532%
Unincorporated	14,708	$ 100,000	0.11759532%
Humboldt	**134,398**	**$ 811,227**	**0.95396479%**
Arcata	17,898	$ 100,000	0.11759532%
Blue Lake	1,260	$ 100,000	0.11759532%
Eureka	26,946	$ 100,000	0.11759532%
Ferndale	1,369	$ 100,000	0.11759532%
Fortuna	12,032	$ 100,000	0.11759532%
Rio Dell	3,372	$ 100,000	0.11759532%
Trinidad	363	$ 100,000	0.11759532%
Unincorporated	71,158	$ 111,227	0.13079755%
Imperial	**183,429**	**$ 800,000**	**0.94076256%**
Brawley	26,273	$ 100,000	0.11759532%

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Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Calexico	41,033	$ 100,000	0.11759532%
Calipatria	7,466	$ 100,000	0.11759532%
El Centro	44,847	$ 100,000	0.11759532%
Holtville	6,246	$ 100,000	0.11759532%
Imperial	17,446	$ 100,000	0.11759532%
Westmorland	2,333	$ 100,000	0.11759532%
Unincorporated	37,785	$ 100,000	0.11759532%
Inyo	**18,574**	**$ 200,000**	**0.23519064%**
Bishop	3,881	$ 100,000	0.11759532%
Unincorporated	14,693	$ 100,000	0.11759532%
Kern	**874,264**	**$ 2,260,647**	**2.65841521%**
Arvin	20,113	$ 100,000	0.11759532%
Bakersfield	369,505	$ 577,572	0.67919772%
Bear Valley Community Services District	-	$ 100,000	0.11759532%
California City	13,165	$ 100,000	0.11759532%
Delano	52,222	$ 100,000	0.11759532%
Maricopa	1,169	$ 100,000	0.11759532%
McFarland	14,037	$ 100,000	0.11759532%
Ridgecrest	28,419	$ 100,000	0.11759532%
Shafter	17,970	$ 100,000	0.11759532%
Stallion Springs Community Services District	-	$ 100,000	0.11759532%
Taft	9,456	$ 100,000	0.11759532%
Tehachapi	13,028	$ 100,000	0.11759532%
Wasco	26,130	$ 100,000	0.11759532%
Unincorporated	309,050	$ 483,075	0.56807365%
Kings	**149,721**	**$ 500,000**	**0.58797660%**
Avenal	13,159	$ 100,000	0.11759532%
Corcoran	22,084	$ 100,000	0.11759532%
Hanford	55,804	$ 100,000	0.11759532%
Lemoore	25,325	$ 100,000	0.11759532%
Unincorporated	33,349	$ 100,000	0.11759532%
Lake	**64,918**	**$ 300,000**	**0.35278596%**
Clearlake	14,977	$ 100,000	0.11759532%
Lakeport	4,699	$ 100,000	0.11759532%
Unincorporated	45,242	$ 100,000	0.11759532%
Lassen	**32,092**	**$ 200,000**	**0.23519064%**
Susanville	15,509	$ 100,000	0.11759532%
Unincorporated	16,583	$ 100,000	0.11759532%
Los Angeles	**10,136,559**	**$ 19,130,118**	**22.49612236%**
Agoura Hills	20,767	$ 100,000	0.11759532%
Alhambra	85,545	$ 133,715	0.15724271%
Arcadia	57,761	$ 100,000	0.11759532%
Artesia	16,849	$ 100,000	0.11759532%
Avalon	3,840	$ 100,000	0.11759532%
Azusa	49,425	$ 100,000	0.11759532%
Baldwin Park	77,047	$ 120,432	0.14162230%
Bell	36,135	$ 100,000	0.11759532%
Bellflower	78,106	$ 122,087	0.14356888%
Bell Gardens	42,875	$ 100,000	0.11759532%

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Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Beverly Hills	34,833	$ 100,000	0.11759532%
Bradbury	1,087	$ 100,000	0.11759532%
Burbank	106,084	$ 165,820	0.19499604%
Calabasas	24,212	$ 100,000	0.11759532%
Carson	93,148	$ 145,599	0.17121801%
Cerritos	49,968	$ 100,000	0.11759532%
Claremont	36,282	$ 100,000	0.11759532%
Commerce	13,060	$ 100,000	0.11759532%
Compton	98,506	$ 153,974	0.18106670%
Covina	48,876	$ 100,000	0.11759532%
Cudahy	24,270	$ 100,000	0.11759532%
Culver City	39,773	$ 100,000	0.11759532%
Diamond Bar	56,668	$ 100,000	0.11759532%
Downey	113,900	$ 178,037	0.20936285%
Duarte	21,839	$ 100,000	0.11759532%
El Monte	115,774	$ 180,966	0.21280751%
El Segundo	17,000	$ 100,000	0.11759532%
Gardena	60,414	$ 100,000	0.11759532%
Glendale	199,182	$ 311,341	0.36612213%
Glendora	51,463	$ 100,000	0.11759532%
Hawaiian Gardens	14,545	$ 100,000	0.11759532%
Hawthorne	87,657	$ 137,016	0.16112483%
Hermosa Beach	19,772	$ 100,000	0.11759532%
Hidden Hills	1,901	$ 100,000	0.11759532%
Huntington Park	59,312	$ 100,000	0.11759532%
Industry	440	$ 100,000	0.11759532%
Inglewood	112,333	$ 175,587	0.20648250%
Irwindale	1,473	$ 100,000	0.11759532%
La Canada Flintridge	20,592	$ 100,000	0.11759532%
La Habra Heights	5,439	$ 100,000	0.11759532%
Lakewood	81,601	$ 127,550	0.14999313%
La Mirada	49,521	$ 100,000	0.11759532%
Lancaster	160,784	$ 251,321	0.29554167%
La Puente	40,690	$ 100,000	0.11759532%
La Verne	33,042	$ 100,000	0.11759532%
Lawndale	33,403	$ 100,000	0.11759532%
Lomita	20,733	$ 100,000	0.11759532%
Long Beach	472,779	$ 738,999	0.86902860%
Los Angeles	3,957,022	$ 6,185,207	7.27351420%
Lynwood	71,381	$ 111,575	0.13120746%
Malibu	12,935	$ 100,000	0.11759532%
Manhattan Beach	35,763	$ 100,000	0.11759532%
Maywood	27,884	$ 100,000	0.11759532%
Monrovia	37,406	$ 100,000	0.11759532%
Montebello	64,104	$ 100,201	0.11783140%
Monterey Park	62,063	$ 100,000	0.11759532%
Norwalk	107,166	$ 167,511	0.19698489%
Palmdale	157,009	$ 245,420	0.28860273%
Palos Verdes Estates	13,730	$ 100,000	0.11759532%
Paramount	55,302	$ 100,000	0.11759532%

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Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Pasadena	141,510	$ 221,194	0.26011359%
Pico Rivera	64,182	$ 100,323	0.11797477%
Pomona	152,419	$ 238,246	0.28016573%
Rancho Palos Verdes	42,564	$ 100,000	0.11759532%
Redondo Beach	68,095	$ 106,439	0.12516737%
Rolling Hills	1,904	$ 100,000	0.11759532%
Rolling Hills Estates	8,223	$ 100,000	0.11759532%
Rosemead	55,017	$ 100,000	0.11759532%
San Dimas	34,713	$ 100,000	0.11759532%
San Fernando	24,558	$ 100,000	0.11759532%
San Gabriel	40,517	$ 100,000	0.11759532%
San Marino	13,414	$ 100,000	0.11759532%
Santa Clarita	213,231	$ 333,301	0.39194600%
Santa Fe Springs	17,627	$ 100,000	0.11759532%
Santa Monica	93,283	$ 145,810	0.17146615%
Sierra Madre	11,133	$ 100,000	0.11759532%
Signal Hill	11,585	$ 100,000	0.11759532%
South El Monte	20,841	$ 100,000	0.11759532%
South Gate	96,547	$ 150,912	0.17746581%
South Pasadena	26,174	$ 100,000	0.11759532%
Temple City	36,275	$ 100,000	0.11759532%
Torrance	148,427	$ 232,006	0.27282792%
Vernon	123	$ 100,000	0.11759532%
Walnut	30,257	$ 100,000	0.11759532%
West Covina	108,401	$ 169,441	0.19925497%
West Hollywood	35,825	$ 100,000	0.11759532%
Westlake Village	8,423	$ 100,000	0.11759532%
Whittier	86,948	$ 135,908	0.15982161%
Unincorporated	1,051,872	$ 1,644,178	1.93347602%
Madera	**155,878**	**$ 314,692**	**0.37006333%**
Chowchilla	18,542	$ 100,000	0.11759532%
Madera	63,961	$ 100,000	0.11759532%
Unincorporated	73,375	$ 114,692	0.13487269%
Marin	**258,972**	**$ 1,207,053**	**1.41943827%**
Belvedere	2,121	$ 100,000	0.11759532%
Corte Madera	9,491	$ 100,000	0.11759532%
Fairfax	7,634	$ 100,000	0.11759532%
Larkspur	12,347	$ 100,000	0.11759532%
Mill Valley	14,439	$ 100,000	0.11759532%
Novato	53,575	$ 100,000	0.11759532%
Ross	2,493	$ 100,000	0.11759532%
San Anselmo	12,670	$ 100,000	0.11759532%
San Rafael	59,214	$ 100,000	0.11759532%
Sausalito	7,300	$ 100,000	0.11759532%
Tiburon	9,200	$ 100,000	0.11759532%
Unincorporated	68,488	$ 107,053	0.12588975%
Mariposa	**17,791**	**$ 100,000**	**0.11759532%**
Unincorporated	17,791	$ 100,000	0.11759532%
Mendocino	**88,863**	**$ 500,000**	**0.58797660%**
Fort Bragg	7,343	$ 100,000	0.11759532%

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Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Point Arena	450	$ 100,000	0.11759532%
Ukiah	16,073	$ 100,000	0.11759532%
Willits	4,902	$ 100,000	0.11759532%
Unincorporated	60,095	$ 100,000	0.11759532%
Merced	**266,134**	**$ 774,464**	**0.91073361%**
Atwater	29,023	$ 100,000	0.11759532%
Dos Palos	5,023	$ 100,000	0.11759532%
Gustine	5,618	$ 100,000	0.11759532%
Livingston	13,735	$ 100,000	0.11759532%
Los Banos	37,145	$ 100,000	0.11759532%
Merced	81,722	$ 127,739	0.15021555%
Unincorporated	93,868	$ 146,725	0.17254146%
Modoc	**9,399**	**$ 200,000**	**0.23519064%**
Alturas	2,723	$ 100,000	0.11759532%
Unincorporated	6,676	$ 100,000	0.11759532%
Mono	**14,695**	**$ 200,000**	**0.23519064%**
Mammoth Lakes	8,410	$ 100,000	0.11759532%
Unincorporated	6,285	$ 100,000	0.11759532%
Monterey	**425,413**	**$ 1,503,850**	**1.76845661%**
Carmel-by-the-Sea	3,747	$ 100,000	0.11759532%
Del Rey Oaks	1,660	$ 100,000	0.11759532%
Gonzales	8,357	$ 100,000	0.11759532%
Greenfield	16,870	$ 100,000	0.11759532%
King City	13,417	$ 100,000	0.11759532%
Marina	20,872	$ 100,000	0.11759532%
Monterey	28,163	$ 100,000	0.11759532%
Pacific Grove	15,388	$ 100,000	0.11759532%
Salinas	154,720	$ 241,842	0.28439525%
Sand City	362	$ 100,000	0.11759532%
Seaside	33,672	$ 100,000	0.11759532%
Soledad	24,540	$ 100,000	0.11759532%
Unincorporated	103,645	$ 162,007	0.19051284%
Napa	**140,362**	**$ 623,439**	**0.73313546%**
American Canyon	20,149	$ 100,000	0.11759532%
Calistoga	5,261	$ 100,000	0.11759532%
Napa	78,971	$ 123,439	0.14515886%
St Helena	6,065	$ 100,000	0.11759532%
Yountville	3,017	$ 100,000	0.11759532%
Unincorporated	26,899	$ 100,000	0.11759532%
Nevada	**98,193**	**$ 402,950**	**0.47385062%**
Grass Valley	12,925	$ 100,000	0.11759532%
Nevada City	3,194	$ 100,000	0.11759532%
Truckee	16,211	$ 100,000	0.11759532%
Unincorporated	65,863	$ 102,950	0.12106466%
Orange	**3,147,655**	**$ 5,678,469**	**6.67761363%**
Aliso Viejo	50,204	$ 100,000	0.11759532%
Anaheim	351,433	$ 549,324	0.64597905%
Brea	43,328	$ 100,000	0.11759532%
Buena Park	82,767	$ 129,373	0.15213639%
Costa Mesa	113,455	$ 177,341	0.20854489%

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Cypress	49,184	$ 100,000	0.11759532%
Dana Point	34,208	$ 100,000	0.11759532%
Fountain Valley	57,021	$ 100,000	0.11759532%
Fullerton	141,042	$ 220,462	0.25925334%
Garden Grove	174,774	$ 273,189	0.32125709%
Huntington Beach	198,389	$ 310,101	0.36466450%
Irvine	250,384	$ 391,374	0.46023800%
Laguna Beach	23,355	$ 100,000	0.11759532%
Laguna Hills	30,994	$ 100,000	0.11759532%
Laguna Niguel	64,836	$ 101,345	0.11917690%
Laguna Woods	16,652	$ 100,000	0.11759532%
La Habra	62,079	$ 100,000	0.11759532%
Lake Forest	80,070	$ 125,157	0.14717896%
La Palma	15,965	$ 100,000	0.11759532%
Los Alamitos	11,779	$ 100,000	0.11759532%
Mission Viejo	96,652	$ 151,076	0.17765881%
Newport Beach	87,249	$ 136,379	0.16037488%
Orange	140,094	$ 218,980	0.25751079%
Placentia	52,427	$ 100,000	0.11759532%
Rancho Santa Margarita	49,125	$ 100,000	0.11759532%
San Clemente	65,399	$ 102,225	0.12021178%
San Juan Capistrano	36,223	$ 100,000	0.11759532%
Santa Ana	335,264	$ 524,050	0.61625835%
Seal Beach	24,684	$ 100,000	0.11759532%
Stanton	39,219	$ 100,000	0.11759532%
Tustin	79,601	$ 124,424	0.14631688%
Villa Park	5,960	$ 100,000	0.11759532%
Westminster	92,106	$ 143,971	0.16930267%
Yorba Linda	67,719	$ 105,851	0.12447623%
Unincorporated	124,014	$ 193,846	0.22795368%
Placer	**369,454**	**$ 876,597**	**1.03083693%**
Auburn	13,818	$ 100,000	0.11759532%
Colfax	1,994	$ 100,000	0.11759532%
Lincoln	45,837	$ 100,000	0.11759532%
Loomis	6,623	$ 100,000	0.11759532%
Rocklin	60,252	$ 100,000	0.11759532%
Roseville	128,382	$ 200,673	0.23598263%
Unincorporated	112,548	$ 175,923	0.20687770%
Plumas	**19,560**	**$ 200,000**	**0.23519064%**
Portola	2,020	$ 100,000	0.11759532%
Unincorporated	17,540	$ 100,000	0.11759532%
Riverside	**2,308,441**	**$ 4,436,816**	**5.21748801%**
Banning	30,491	$ 100,000	0.11759532%
Beaumont	42,481	$ 100,000	0.11759532%
Blythe	18,909	$ 100,000	0.11759532%
Calimesa	8,353	$ 100,000	0.11759532%
Canyon Lake	10,901	$ 100,000	0.11759532%
Cathedral City	52,903	$ 100,000	0.11759532%
Coachella	43,917	$ 100,000	0.11759532%
Corona	160,287	$ 250,544	0.29462812%

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Desert Hot Springs	28,134	$ 100,000	0.11759532%
Eastvale	60,633	$ 100,000	0.11759532%
Hemet	82,253	$ 128,569	0.15119159%
Indian Wells	5,194	$ 100,000	0.11759532%
Indio	84,201	$ 131,614	0.15477226%
Jurupa Valley	98,885	$ 154,567	0.18176335%
Lake Elsinore	58,426	$ 100,000	0.11759532%
La Quinta	39,694	$ 100,000	0.11759532%
Menifee	85,385	$ 133,465	0.15694861%
Moreno Valley	200,670	$ 313,667	0.36885727%
Murrieta	107,279	$ 167,687	0.19719260%
Norco	25,891	$ 100,000	0.11759532%
Palm Desert	51,053	$ 100,000	0.11759532%
Palm Springs	46,611	$ 100,000	0.11759532%
Perris	72,908	$ 113,962	0.13401428%
Rancho Mirage	17,889	$ 100,000	0.11759532%
Riverside	317,307	$ 495,982	0.58325108%
San Jacinto	45,895	$ 100,000	0.11759532%
Temecula	108,920	$ 170,253	0.20020897%
Wildomar	34,148	$ 100,000	0.11759532%
Unincorporated	368,823	$ 576,506	0.67794412%
Sacramento	**1,470,912**	**$ 2,459,433**	**2.89217799%**
Citrus Heights	85,147	$ 133,093	0.15651114%
Elk Grove	162,899	$ 254,627	0.29942931%
Folsom	74,909	$ 117,090	0.13769238%
Galt	24,607	$ 100,000	0.11759532%
Isleton	820	$ 100,000	0.11759532%
Rancho Cordova	69,112	$ 108,029	0.12703674%
Sacramento	480,105	$ 750,451	0.88249474%
Unincorporated	573,313	$ 896,144	1.05382304%
San Benito	**58,344**	**$ 300,000**	**0.35278596%**
Hollister	37,305	$ 100,000	0.11759532%
San Juan Bautista	1,930	$ 100,000	0.11759532%
Unincorporated	19,109	$ 100,000	0.11759532%
San Bernardino	**2,104,291**	**$ 3,943,665**	**4.63756505%**
Adelanto	33,084	$ 100,000	0.11759532%
Apple Valley	71,396	$ 111,599	0.13123503%
Barstow	23,407	$ 100,000	0.11759532%
Big Bear Lake	5,165	$ 100,000	0.11759532%
Chino	84,465	$ 132,027	0.15525753%
Chino Hills	77,596	$ 121,290	0.14263143%
Colton	53,384	$ 100,000	0.11759532%
Fontana	204,312	$ 319,359	0.37555173%
Grand Terrace	12,352	$ 100,000	0.11759532%
Hesperia	92,177	$ 144,082	0.16943318%
Highland	54,332	$ 100,000	0.11759532%
Loma Linda	23,751	$ 100,000	0.11759532%
Montclair	38,458	$ 100,000	0.11759532%
Needles	4,940	$ 100,000	0.11759532%
Ontario	168,777	$ 263,815	0.31023384%

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Rancho Cucamonga	174,064	$ 272,079	0.31995202%
Redlands	70,398	$ 110,039	0.12940058%
Rialto	102,092	$ 159,580	0.18765823%
San Bernardino	213,933	$ 334,398	0.39323636%
Twentynine Palms	25,846	$ 100,000	0.11759532%
Upland	75,787	$ 118,462	0.13930626%
Victorville	121,168	$ 189,397	0.22272237%
Yucaipa	52,942	$ 100,000	0.11759532%
Yucca Valley	21,355	$ 100,000	0.11759532%
Unincorporated	299,110	$ 467,538	0.54980265%
San Diego	**3,227,496**	**$ 5,452,783**	**6.41221732%**
Carlsbad	110,653	$ 172,961	0.20339445%
Chula Vista	257,989	$ 403,262	0.47421697%
Coronado	23,497	$ 100,000	0.11759532%
Del Mar	4,238	$ 100,000	0.11759532%
El Cajon	101,444	$ 158,567	0.18646712%
Encinitas	61,518	$ 100,000	0.11759532%
Escondido	147,294	$ 230,235	0.27074532%
Imperial Beach	26,761	$ 100,000	0.11759532%
La Mesa	58,813	$ 100,000	0.11759532%
Lemon Grove	26,199	$ 100,000	0.11759532%
National City	59,827	$ 100,000	0.11759532%
Oceanside	171,682	$ 268,356	0.31557359%
Poway	49,041	$ 100,000	0.11759532%
San Diego	1,368,061	$ 2,138,412	2.51467207%
San Marcos	90,827	$ 141,971	0.16695171%
Santee	55,805	$ 100,000	0.11759532%
Solana Beach	13,104	$ 100,000	0.11759532%
Vista	96,413	$ 150,703	0.17721949%
Unincorporated	504,330	$ 788,317	0.92702340%
San Francisco	**845,602**	**$ 1,321,758**	**1.55432524%**
San Francisco	845,602	$ 1,321,758	1.55432524%
San Joaquin	**719,511**	**$ 1,358,341**	**1.59734528%**
Escalon	7,413	$ 100,000	0.11759532%
Lathrop	20,353	$ 100,000	0.11759532%
Lodi	63,719	$ 100,000	0.11759532%
Manteca	73,787	$ 115,336	0.13562999%
Ripon	14,922	$ 100,000	0.11759532%
Stockton	306,999	$ 479,869	0.56430365%
Tracy	85,296	$ 133,326	0.15678501%
Unincorporated	147,022	$ 229,810	0.27024535%
San Luis Obispo	**274,293**	**$ 887,936**	**1.04417096%**
Arroyo Grande	17,428	$ 100,000	0.11759532%
Atascadero	29,169	$ 100,000	0.11759532%
El Paso de Robles	30,522	$ 100,000	0.11759532%
Grover Beach	13,144	$ 100,000	0.11759532%
Morro Bay	10,284	$ 100,000	0.11759532%
Pismo Beach	7,711	$ 100,000	0.11759532%
San Luis Obispo	45,802	$ 100,000	0.11759532%
Unincorporated	120,233	$ 187,936	0.22100372%

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City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
San Mateo	**753,123**	**$ 2,356,321**	**2.77092306%**
Atherton	6,935	$ 100,000	0.11759532%
Belmont	26,748	$ 100,000	0.11759532%
Brisbane	4,541	$ 100,000	0.11759532%
Burlingame	29,890	$ 100,000	0.11759532%
Broadmoor Police Protection District	-	$ 100,000	0.11759532%
Colma	1,480	$ 100,000	0.11759532%
Daly City	105,810	$ 165,391	0.19449239%
East Palo Alto	29,137	$ 100,000	0.11759532%
Foster City	32,390	$ 100,000	0.11759532%
Half Moon Bay	12,051	$ 100,000	0.11759532%
Hillsborough	11,420	$ 100,000	0.11759532%
Menlo Park	33,273	$ 100,000	0.11759532%
Millbrae	22,898	$ 100,000	0.11759532%
Pacifica	38,551	$ 100,000	0.11759532%
Portola Valley	4,527	$ 100,000	0.11759532%
Redwood City	81,838	$ 127,921	0.15042876%
San Bruno	44,409	$ 100,000	0.11759532%
San Carlos	29,449	$ 100,000	0.11759532%
San Mateo	101,429	$ 158,543	0.18643954%
South San Francisco	66,193	$ 103,466	0.12167125%
Woodside	5,539	$ 100,000	0.11759532%
Unincorporated	64,615	$ 100,999	0.11877068%
Santa Barbara	**437,643**	**$ 1,119,303**	**1.31624787%**
Buellton	4,931	$ 100,000	0.11759532%
Carpinteria	13,547	$ 100,000	0.11759532%
Goleta	30,765	$ 100,000	0.11759532%
Guadalupe	7,205	$ 100,000	0.11759532%
Lompoc	43,479	$ 100,000	0.11759532%
Santa Barbara	91,088	$ 142,379	0.16743146%
Santa Maria	102,087	$ 159,572	0.18764903%
Solvang	5,489	$ 100,000	0.11759532%
Unincorporated	139,052	$ 217,352	0.25559546%
Santa Clara	**1,889,638**	**$ 3,385,502**	**3.98119192%**
Campbell	41,857	$ 100,000	0.11759532%
Cupertino	59,756	$ 100,000	0.11759532%
Gilroy	53,000	$ 100,000	0.11759532%
Los Altos	30,036	$ 100,000	0.11759532%
Los Altos Hills	8,341	$ 100,000	0.11759532%
Los Gatos	30,505	$ 100,000	0.11759532%
Milpitas	72,606	$ 113,490	0.13345917%
Monte Sereno	3,451	$ 100,000	0.11759532%
Morgan Hill	41,779	$ 100,000	0.11759532%
Mountain View	77,914	$ 121,787	0.14321595%
Palo Alto	66,932	$ 104,621	0.12302962%
San Jose	1,016,479	$ 1,588,855	1.86841914%
Santa Clara	120,973	$ 189,093	0.22236394%
Saratoga	30,799	$ 100,000	0.11759532%
Sunnyvale	148,028	$ 231,382	0.27209450%
Unincorporated	87,182	$ 136,274	0.16025172%

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Santa Cruz	**271,646**	**$ 609,127**	**0.71630451%**
Capitola	10,052	$ 100,000	0.11759532%
Santa Cruz	63,789	$ 100,000	0.11759532%
Scotts Valley	11,928	$ 100,000	0.11759532%
Watsonville	52,087	$ 100,000	0.11759532%
Unincorporated	133,790	$ 209,127	0.24592323%
Shasta	**178,673**	**$ 447,570**	**0.52632080%**
Anderson	10,269	$ 100,000	0.11759532%
Redding	91,110	$ 142,414	0.16747190%
Shasta Lake	10,020	$ 100,000	0.11759532%
Unincorporated	67,274	$ 105,156	0.12365826%
Sierra	**3,105**	**$ 200,000**	**0.23519064%**
Loyalton	733	$ 100,000	0.11759532%
Unincorporated	2,372	$ 100,000	0.11759532%
Siskiyou	**45,119**	**$ 1,100,000**	**1.29354852%**
Dorris	939	$ 100,000	0.11759532%
Dunsmuir	1,647	$ 100,000	0.11759532%
Etna	741	$ 100,000	0.11759532%
Fort Jones	716	$ 100,000	0.11759532%
Lake Shastina Community Services District	-	$ 100,000	0.11759532%
Montague	1,438	$ 100,000	0.11759532%
Mount Shasta	3,394	$ 100,000	0.11759532%
Tulelake	1,013	$ 100,000	0.11759532%
Weed	2,699	$ 100,000	0.11759532%
Yreka	7,849	$ 100,000	0.11759532%
Unincorporated	24,683	$ 100,000	0.11759532%
Solano	**429,552**	**$ 1,010,001**	**1.18771384%**
Benicia	27,689	$ 100,000	0.11759532%
Dixon	19,158	$ 100,000	0.11759532%
Fairfield	111,891	$ 174,896	0.20567005%
Rio Vista	8,193	$ 100,000	0.11759532%
Suisun City	28,888	$ 100,000	0.11759532%
Vacaville	94,702	$ 148,028	0.17407445%
Vallejo	119,683	$ 187,076	0.21999274%
Unincorporated	19,348	$ 100,000	0.11759532%
Sonoma	**496,253**	**$ 1,303,505**	**1.53286054%**
Cloverdale	8,708	$ 100,000	0.11759532%
Cotati	7,346	$ 100,000	0.11759532%
Healdsburg	11,687	$ 100,000	0.11759532%
Petaluma	59,540	$ 100,000	0.11759532%
Rohnert Park	41,077	$ 100,000	0.11759532%
Santa Rosa	173,071	$ 270,527	0.31812675%
Sebastopol	7,507	$ 100,000	0.11759532%
Sonoma	10,933	$ 100,000	0.11759532%
Windsor	27,335	$ 100,000	0.11759532%
Unincorporated	149,049	$ 232,978	0.27397123%
Stanislaus	**532,297**	**$ 1,313,195**	**1.54425590%**
Ceres	46,989	$ 100,000	0.11759532%
Hughson	7,222	$ 100,000	0.11759532%
Modesto	209,186	$ 326,978	0.38451077%

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Newman	10,753	$ 100,000	0.11759532%
Oakdale	21,773	$ 100,000	0.11759532%
Patterson	21,094	$ 100,000	0.11759532%
Riverbank	23,485	$ 100,000	0.11759532%
Turlock	71,043	$ 111,047	0.13058617%
Waterford	8,686	$ 100,000	0.11759532%
Unincorporated	112,066	$ 175,170	0.20599172%
Sutter	**95,948**	**$ 303,732**	**0.35717437%**
Live Oak	8,546	$ 100,000	0.11759532%
Yuba City	66,363	$ 103,732	0.12198373%
Unincorporated	21,039	$ 100,000	0.11759532%
Tehama	**64,323**	**$ 400,000**	**0.47038128%**
Corning	7,638	$ 100,000	0.11759532%
Red Bluff	14,260	$ 100,000	0.11759532%
Tehama	420	$ 100,000	0.11759532%
Unincorporated	42,005	$ 100,000	0.11759532%
Trinity	**13,571**	**$ 100,000**	**0.11759532%**
Unincorporated	13,571	$ 100,000	0.11759532%
Tulare	**462,189**	**$ 1,134,772**	**1.33443904%**
Dinuba	23,966	$ 100,000	0.11759532%
Exeter	10,572	$ 100,000	0.11759532%
Farmersville	10,908	$ 100,000	0.11759532%
Lindsay	12,678	$ 100,000	0.11759532%
Porterville	55,852	$ 100,000	0.11759532%
Tulare	62,363	$ 100,000	0.11759532%
Visalia	130,753	$ 204,380	0.24034083%
Woodlake	7,702	$ 100,000	0.11759532%
Unincorporated	147,395	$ 230,393	0.27093097%
Tuolumne	**54,337**	**$ 200,000**	**0.23519064%**
Sonora	4,879	$ 100,000	0.11759532%
Unincorporated	49,458	$ 100,000	0.11759532%
Ventura	**848,073**	**$ 1,650,391**	**1.94078229%**
Camarillo	67,154	$ 104,968	0.12343769%
Fillmore	15,441	$ 100,000	0.11759532%
Moorpark	35,727	$ 100,000	0.11759532%
Ojai	7,612	$ 100,000	0.11759532%
Oxnard	206,148	$ 322,229	0.37892654%
Port Hueneme	22,768	$ 100,000	0.11759532%
San Buenaventura	109,338	$ 170,906	0.20097731%
Santa Paula	30,556	$ 100,000	0.11759532%
Simi Valley	126,483	$ 197,705	0.23249202%
Thousand Oaks	129,349	$ 202,185	0.23776010%
Unincorporated	97,497	$ 152,397	0.17921203%
Yolo	**209,393**	**$ 504,348**	**0.59308923%**
Davis	66,757	$ 104,348	0.12270795%
West Sacramento	51,272	$ 100,000	0.11759532%
Winters	6,954	$ 100,000	0.11759532%
Woodland	57,525	$ 100,000	0.11759532%
Unincorporated	26,885	$ 100,000	0.11759532%
Yuba	**74,076**	**$ 300,000**	**0.35278596%**

ATTACHMENT II

2015-16 Enhancing Law Enforcement Activities Subaccount
Citizens' Option for Public Safety
Front-line Law Enforcement Allocation for 2015-16

City/County	City/County Population Estimates 1/1/2015	Projected Allocations by City/County	Percent of Allocation by City/County
Marysville	12,051	$ 100,000	0.11759532%
Wheatland	3,437	$ 100,000	0.11759532%
Unincorporated	58,588	$ 100,000	0.11759532%
CALIFORNIA TOTAL	**38,714,725**	**$ 85,037,400**	**100.00000000%**
CALIFORNIA CITY TOTAL	**32,237,899**	**$ 73,261,375**	**86.15194652%**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2015-2016 FISCAL BUDGET AND ACCEPTING ALLOCATION OF 2015/2016 CITIZENS OPTION FOR PUBLIC SAFETY (COPS) FUNDING

WHEREAS, the budget for fiscal year 2015-2016 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

WHEREAS, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: Authorize an increase in estimated revenues in Citizens Option for Public Safety Fund (COPS), Account No. 214-400-6907-7547 in the amount of $159,580; and

Section 2: Approve an appropriation in Citizens Option for Public Safety Fund (COPS), Account No. 214-500-6907-3030 in the amount of $100,000 and Account No. 214-500-6907-2021 in the amount of $59,580 for the purchase of technology, communication and safety equipment.

\\\\

PASSED APPROVED AND ADOPTED this _____ day of _____, 2015.

_____

DEBORAH ROBERTSON, Mayor

ATTEST:

_____

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

_____

FRED GALANTE, City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the ____ day of _____, 2015.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution No. ____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA McGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-682	Version:	1	Name:	TAB 5
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/14/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve Restate and Amended Memorandum of Understanding (MOU) Between the City of Rialto and the Rialto Professional Firefighters Local 3688 Unit (Local 3688) for Changes to be Effective October 14, 2015. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amended and Restated Firefighters Local 3688 MOU 2013-2017				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: George N. Harris, Asst. to the City Administrator/Director of Administrative Services/Labor Negotiator

Request City Council to Approve Restate and Amended Memorandum of Understanding (MOU) Between the City of Rialto and the Rialto Professional Firefighters Local 3688 Unit (Local 3688) for Changes to be Effective October 14, 2015.
(ACTION)

BACKGROUND:
The City's negotiating team met with representatives of the Rialto Professional Firefighters Local 3688 Bargaining Unit (Local 3688) regarding an MOU for fiscal years 2016 and 2017. Staff has periodically updated the City Council regarding the progress of negotiations and the key provisions of the agreement. The representatives of Local 3688 and the City's chief negotiators have reached agreement on an updated two-year contract for July 1, 2015 through June 30, 2017. Implementation of this MOU requires approval by the City Council to authorize the City Administrator to execute the agreement.

ANALYSIS/DISCUSSION:
Local 3688 agreed to modifications from its current MOU as discussed below. Although the current MOU does not expire until June 30, 2017, both parties agreed to reopen the MOU in part to address the addition of the new Paramedic classification. The analysis describes the current Local 3688 benefit, the proposed modification, the economic benefits to the employees, the fiscal impacts to the City, and potential impacts to work incentives. The items in this MOU will not take effect until the first

day of the pay period after the approval by Council; no retro pay will be provided.

Preamble (A). Local 3688 bargaining Unit agreed to add the position of Paramedic to the list of positions represented by this unit.

Cafeteria Plan (Article 4). The City's current contribution to the Cafeteria Plan for all Local 3688 members is $1,000 per month. In order to achieve parity with other general bargaining groups, the City agreed to increase the monthly contribution amount to $1,100. The annual cost to the City is $63,600 (1,200 per member annually).

Sick Leave (Article 11)(C). The City agreed to reinstate sick leave cash outs for this group. Employees with 5 years of continuous service will be able to cash out up to 79.5 hours per fiscal year. Employees with 10 or more years of service will be able to cash out and additional 50 hours to be placed into the employee's deferred compensation account. If there is 100% employee cash out during the year, the cash value for the reinstatement of this benefit is $109,071.

Vacation Cash Out (Article 17). The City agreed to reinstate vacation cash outs for this group. Non-shift members will be able to cash out up to 60 hours of vacation leave per fiscal year. Shift members will be able to cash out up to 106 hours of vacation leave per fiscal year. Members will have the option to deposit their vacation leave cash out into their deferred compensation account. If there is 100% employee cash out during the year, the cash value for the reinstatement of this benefit is $145,428.

Deferred Compensation (Article 20). Members with 5 or more years of service currently receive a monthly contribution of $30. Members with 10 or more years of service currently receive a monthly contribution $60. In addition, Members with 11 or more years of service currently receive a monthly contribution of $400. The City agreed to offer members with 5 to 10 years of service a monthly contribution of $100 and members with 10 or more years of service a monthly contribution of $500. The annual cost increase to the City to provide this benefit is $58,435 (or $1,200 on average per year per member.)

Paramedic Pay (Article 24). Currently, Fire Captains and Fire Engineers who have a current paramedic license receive a monthly paramedic retention pay equal to 2.5%. At this time, there are 13 employees that receive this retention pay. The City has agreed to increase this benefit to 5%. The increased annual cost to the City to provide this enhanced benefit is $44,655.

Shift Fire Investigator Pay (Article 25). Members who are assigned as Shift Fire Investigators receive a monthly incentive pay of 2.5% of their monthly base pay. The maximum number of members to receive this benefit is six. As of today, there are five members who receive the incentive. The City has agreed to increase this benefit to 5%. The increased annual cost to the City to provide this enhanced benefit is $17,111.

Hazardous Material Pay (Article 26). Any member certified by the State of California as a Hazardous Materials Specialist and assigned to the Rialto Fire Department Haz Mat Team receives a monthly incentive pay of 2.5% of the member's monthly base salary. There are currently 8 members who receive this incentive. The City agreed to increase this incentive pay to 4%. The annual cost to increase this benefit is $25,991.

Certification Pay (Article 28). The City agreed to provide a new incentive for safety employees who

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obtain a Firefighter II (FFII) Certificate. Those employees who obtain their FFII Certification shall receive a monthly incentive pay of 3.5% of their monthly base pay. The approximate annual cost to the City for this new incentive is $115,530.

City agreed to reinstate the certification pay for Company Officer and Apparatus Operator (Driver 1A and 1B), as long as it is not a requirement of the employee's current assignment. Employees must comply with department requirements for certification(s). Employees that are certified as a Company Officer or Apparatus Driver will be compensated with a 2.5% monthly incentive pay. The cost for this benefit is unknown at this time due to not knowing who will move forward with being certified.

Both parties agreed to add an additional certification pay for employees who are certified as a Rescue Specialist. Employees who meet the criteria for Rescue Specialist must also commit to the program for a minimum of three years. Employees would need the following to meet the criteria for this incentive. The California State Fire Marshal approved classes are: Rescue Systems I, Rescue Systems II, Trench Rescue, Confined Space Rescue, and completion of 24 hours of maintenance training annually in accordance with department policy (training may be completed on a regularly scheduled duty hours). The incentive for employees that are certified as a Rescue Specialist shall be of 3% of their monthly salary. The cost for this benefit is unknown at this time due to not knowing who will move forward with being certified.

Paramedic Student Preceptor/FTO (Article 34). Currently, employees who are recognized as Paramedic Student Preceptors shall receive a monthly incentive pay equal to 2.5% of their monthly base pay, when assigned a student. The City agreed to add Field Training Officer (FTO) to this article and to increase the incentive to 3%. It was proposed to have a minimum of 3 employees year-round to be recognized by the City as Paramedic Student Preceptor/FTOs. Additional Paramedic Student Preceptors and/or FTOs may be designated as needed by the City and the employee will only receive the incentive when they have a student assigned to them. Therefore, the annual cost to the City to provide this incentive to 3 employees would be approximately $3,784.

SCBA Service Technicians (New Article) .The City agreed to add a new incentive for members who are certified and assigned Self-Contained Breathing Apparatus (SCBA) Service Technicians. Those employees who are certified and assigned SCBA Service Technicians shall receive a monthly incentive pay of 3% of their monthly base pay. The maximum number of members are eligible to receive this incentive is 3. Currently there are 2 members who are certified and assigned SCBA Service Technicians. The proposal is to have a minimum of 2 employees assigned as SCBA Service Technicians. Therefore, the projected annual cost for the new incentive is $4,528.

Other items listed below were agreed to and either are administrative only changes or there is no monetary impact at this time.

Sick Leave (Article 11)(A), Vacation Leave (Article 16), and Holidays (Article 18). Both parties agreed to increase the leave accruals (sick, vacation and holiday leave) for shift employees to reflect their 56 hour work week. The current accrual rate is 1.325 per hour (53-hour work week). The new rate will be 1.4 per hour to reflect the current 56 hour work week for shift employees.

Educational Incentive Benefit (Article 34). Currently there is language in this article that refers to training points and Firemanship. Due to the outdated wording, there was mutual agreement to

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remove both terms for the article.

Safety Equipment (Article 46).The City accepted the Association's request that the Fire Department form a Uniform Committee consisting of both members of the Association and Management. The intent of this committee would be to discuss, research and implement any needed changes to the current Personal Protective Equipment (PPE) list. All protective equipment should meet the National Fire Protection Association (NFPA) requirements for each item. In addition, the following equipment is to be added to the PPE list and shall be provided to employees: Flashlight

Staffing (Article 64). The Association and the City agree to adjust current staffing levels of safety positions to achieve the following:

- Four engine companies, each staffed with one Captain, one Engineer, and one Firefighter/Paramedic on a 24/7 basis.
- One Truck Company staffed with one Captain, one Engineer, and two Firefighter/Paramedics on a 24/7 basis.
- Four ambulances staffed with a minimum of one non-safety paramedic, and one non-safety Emergency Medical Technician (EMT).

The agreed upon adjustment and staffing levels will result in a reduction of six safety positions from the current agreed upon minimum staffing total of 54, resulting in a new total of 48 safety positions. The reduction of the six positions will be accomplished through natural attrition of existing safety personnel. The City agrees not to lay off any Association personnel as a method to reach the agreed upon staffing levels.

The Association agrees to meet with the Fire Chief periodically to determine the most efficient way to move incrementally toward the agreed upon staffing levels based on the rate of attrition and available funding until the agreed upon staffing level is reached.

The City and the Association agree that the City may use non-safety personnel to staff Rialto Fire Department Ambulances. Once the agreed upon staffing levels are reached, ambulance staffing would consist of a minimum of one paramedic and one EMT per ambulance, with the overall non-sworn staffing for all three shifts (A, B, C) set at 12 paramedics and 12 EMTs.

Item	Annual Cost	FY16 Cost*	Deferred Cash Value
Cafeteria Plan	$63,600		-
Sick Leave Cash Out	-	-	$109,071
Vacation Leave Cash Out	-	-	$145,428
Deferred Compensation	$ 58,435	$ 38,208	-
Paramedic Pay	$ 44,655	$ 29,198	-
Shift Fire Investigator Pay	$ 17,111	$ 11,188	-
Hazardous Material Pay	$ 25,991	$ 16,994	-

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Certification Pay	$115,530	$ 75,539	-
Paramedic Student Preceptor/FTO	$ 3,784	$ 2,474	-
SCBA Service Technician	$ 4,528	$ 2,961	-
Totals	$333,634	$218,145	$254,499

*FY16 cost reflects the cost for the remaining FY16 since none of the items are eligible for retro pay. The effective date for the changes will be the first day of the beginning of the pay period after Council approval (October 18, 2015).

ENVIRONMENTAL IMPACT:

The request is not a Project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. A “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Pursuant to Section 15378 (b)(5) a project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:

This action is consistent with Guiding Principle 3A in the General Plan:

> Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:

The City’s Labor Attorney, Pam K. Lee prepared the MOU between the City of Rialto and the Rialto Professional Firefighters Local 3688 Bargaining Unit for the term of July 1, 2015 through June 30, 2017.

FINANCIAL IMPACT:

The FY16 cost for newly requested or improved benefits is $218,145. These items are budgeted in the 010-500-0001-2021 account. Vacation and Sick time cash outs will reduce outstanding liability for compensated absences. An adjustment for the expense of cash outs will be based on actual cash out activity and will be evaluated for adjustment as part of the midyear budget amendment.

RECOMMENDATION:

Staff recommends that the City Council Approve the MOU between the City of Rialto and the Rialto Professional Firefighters Local 3688 Bargaining Unit for the term of July 1, 2015 through June 30, 2017 and authorize the City Administrator to execute the agreement.

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AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF RIALTO

AND

RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

July 1, 2013
through
June 30, 2017

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO
AND THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIALTO
AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

The following provisions constitute the agreements reached by the City of Rialto (City) and the Rialto Professional Firefighters Local 3688 (Union), sometimes collectively herein "parties," during recent negotiations. The City and Union have agreed to the following modifications in wages and benefits:

PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into with reference to the following facts:

A. The Rialto Professional Firefighters Local 3688 is the recognized employee organization for the following employees (Unit) employed within the City of Rialto Fire Department (Department): (i) safety personnel in the following classifications: Firefighter, Firefighter/Paramedic, Fire Engineer, and Fire Captain; and (ii) non-safety personnel in the Paramedic classification and the Emergency Medical Technician (EMT) classification if made a full-time position during the term of this agreement.

B. In the interest of maintaining harmonious relations between the City and its employees, authorized representatives of the City and Union have met and conferred in good faith, exchanging various proposals concerning wages, hours and other terms and conditions of employment of affected employees; and

C. The authorized representatives of the City and Union have reached agreement as to certain changes in wages, hours and other terms and conditions of employment of the affected employees which shall be submitted to the City Council of the City for adoption and implementation of its terms and conditions by appropriate ordinance, resolution or other lawful action.

Therefore, the City and Union agree that, the wages, hours and other terms and conditions of employment for the affected employees shall be as follows:

ARTICLE 1.
TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2013, through June 30, 2017.

PART I: APPLICABLE TO SAFETY EMPLOYEES ONLY

ARTICLE 2.
WAGES

Wages rates are set forth in Appendix A.

Either party may reopen the MOU regarding a cost of living adjustment to wages. Such reopener will be effective no earlier than July 1, 2014.

ARTICLE 3.
SALARY RATES AND STEP ADVANCEMENT

A. Employees shall be paid in accordance with the Wage and Salary Plan.

B. Each employee shall be assigned to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said Plan shall be governed by the terms and provisions of this Agreement and applicable City resolutions.

The Wage and Salary Plan establishes the classification of employees and range of salary for each classification on a step basis as therein set forth. Advancement on the salary plan shall progress as follows:

Step 1: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 1, an employee shall progress to Step 2, as provided in this Article.

Step 2: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 2, an employee shall progress to Step 3, as provided in this Article.

Step 3: Shall be for a period of twelve (12) months of continuous satisfactory service within the step. At the completion of twelve (12) months within Step 3, an employee shall progress to Step 4, as provided in this Article.

Step 4: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 4, an employee shall progress to Step 5, as provided in this Article.

Step 5: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 5, an employee shall progress to Step 6, as provided in this Article.

Step 6: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 6, an employee shall progress to Step 7, as provided in this Article.

Step 7: Is the top (final) step in the Wage and Salary Plan.

C. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. However, the City reserves the right to extend the time an employee must remain within a step due to unsatisfactory performance, or due to extended or substantial periods of absence from service by the employee. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the

employee's class, based upon the employee's entire performance. The City shall attempt to inform the employee prior to the evaluation, if the employee's work is unsatisfactory, and the employee is in danger of not receiving an increase, based upon the evaluation.

D. For newly hired employees, the City reserves the right to determine at what step such newly hired employees shall be placed.

ARTICLE 4.
CAFETERIA BENEFIT PLAN

A. Employees in the Unit shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.

B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The Cafeteria Plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution which is outlined in Section C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and dental benefits provided through City plans. The employee may also choose the opt out provision of the Cafeteria Plan as outlined in Section D.

C. The City's contribution to the Cafeteria Plan will be in the amount of One Thousand One Hundred Dollars ($1,100.00) per month to go towards the employee's contributions for Health, Vision, and Dental insurance premiums, unless some other contribution is negotiated.

D. Opt out provision

The opt out provision will allow employees to receive the dollar amount that is not utilized to purchase any of the benefits through the City. Documentation is required to verify that insurance is established through another group health plan before the employee may opt out.

Employees may opt to receive up to One Hundred Percent (100%) of the City's contribution to the Cafeteria Plan. An employee must provide the City with written notice/waiver of paid health insurance premiums for which the employee is eligible. Then, the employee shall be provided the current City's contribution to the Cafeteria Plan up to the maximum contribution which may be taxable compensation or be placed into a deferred compensation plan.

ARTICLE 5.
DENTAL INSURANCE

This benefit is encompassed in Article 4 (Cafeteria Benefit Plan).

ARTICLE 6.
HEALTH INSURANCE

This benefit is now encompassed in Article 4 (Cafeteria Benefit Plan).

Retired Employees: Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current PERS health benefits.

The City shall contribute to the retired employees' plan according to the following schedule:

EMPLOYEE ONLY	$279.25/month
EMPLOYEE + 1	$558.49/month
EMPLOYEE + 2 OR MORE	$726.04/month

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by PERS.

ARTICLE 7.
PHYSICAL FITNESS/ ORGANIZED WELLNESS PROGRAM

A. Medical/Physical Assessments

1. The City will provide fitness assessments for all employees once per year. All employees are required to participate in the assessment.

2. Annual assessments will be performed by Fitness Appraisal Inc. at a cost of $200 per person.

3. General results will be provided to fire administration, but individual results will remain confidential.

   a. In the event Fitness Appraisal Inc. determines the employee needs physician follow-up for any reason, then that employee has sixty (60) days to provide Fitness Appraisal Inc. with proof of follow-up.

      i. Once proof of follow-up is provided, that is all that is required.

      ii. If such proof of follow-up is not provided, the City will be notified and the person will be required to see a City physician for follow-up. The reason for follow-up will still remain confidential.

   b. In the event that an employee is deemed unfit for duty, the City will provide modified duty until such time that the employee is deemed fit for duty or six (6) months, whichever is less.

B. Equipment

The City will provide for equipment to be housed at each fire station.

1. Initial funds to be provided will be in the amount of $20,000. The Department lead peer fitness trainer will work in concert with the City's Purchasing Manager to obtain this equipment consistent with the City's Rules & Regulations in this area.

2. New equipment and/or replacement or repair of existing equipment will be done as necessary.

C. On-Duty Workout Parameters

1. Workouts will be mandatory for all employees.

2. Employees will be given one (1) hour per shift to complete their workout.

a. The time slot will be from 08:00 hours to 09:30 hours.

b. The only exception to this hour is emergency responses in which case an alternate hour will be made available by the captain.

D. Peer Fitness Trainer

1. The Department will be allowed one lead peer fitness trainer. This will be an annual assignment.

a. Employees will be afforded paid time off to attend peer fitness training consistent with current department time-off policy.

b. Employees may be provided DSC pending training chief approval.

2. The lead peer fitness trainer will be paid a stipend of $1,200 per year payable on a monthly basis.

E. Fitness Responsibility

Seventy percent (70%) of the employees must either have a fitness score of 1500 or above, or have a continually improving fitness score in order to maintain the fitness program.

F. Dispute Resolution

If a dispute arises as a result of a fitness-for-duty evaluation at any time during the process between the City and an employee, any dispute as to issues, including, but not limited to causation, treatment, apportionment, temporary disability, permanent disability, etc., shall be submitted by the parties to an agreed-upon medical examiner who shall be a qualified medical provider who shall resolve any dispute. The parties agree that no rights under the California Workers' Compensation system are waived as a result of this Agreement. This dispute resolution process replaces the grievance procedure on all issues covered in this paragraph.

ARTICLE 8.
MEDICARE INSURANCE

Employees hired by the City on or after April 1, 1986, shall be required to pay the designated employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such contributions. In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be

the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 9.
SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 10.
LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for life insurance coverage for the employee and dependents. The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	$50,000
Spouse	$10,000
Children	$5,000

If the employee desires additional insurance coverage above and beyond the $50,000 or other life insurance benefit provided by the City, the employee will pay one hundred percent (100%) of that additional insurance cost.

ARTICLE 11.
SICK LEAVE

A. SICK LEAVE ACCUMULATION

Sick leave is accumulated at the rate of fourteen (14) hours per month for 56-hour/week personnel and ten (10) hours per month for 40-hour/week personnel. This amounts to one hundred sixty-eight (168) hours per year for 56-hour/week employees and one hundred twenty (120) hours per year for 40-hour/week personnel. Time is charged to the employee on an hour for hour basis.

B. PAY ON TERMINATION

1. At the time of separation from service, an employee shall receive compensation at his/her current hourly rate for the number of hours credited to him/her as accrued sick leave on his/her last actual day at the following rate with completion of:

5 years of service	50%
10 years of service	65%
15 years of service	75%
20 years of service	100%

This section shall not apply to employees terminated for cause.

2. In the event of a service-connected death, after five years of compensated service, the employee's estate shall be paid for one hundred percent (100%) of the accrued days at his/her regular rate at the time of death.

3. In the event of a non-service connected death, after five years of compensated service, the employee's estate shall be paid based on the above years of service of the accrued days at his/her regular rate at the time of death.

C. CASH OUT

4. All employees with five (5) years of continuous service with the City, and with a minimum of 350 hours of accumulated unused sick leave on the books, shall be eligible to cash out, or deposit into a deferred compensation account, up to seventy-nine and one half (79.5) hours pay. The employee may opt to take any increments of sick leave up to seventy-nine and one-half (79.5) hours pay per fiscal year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and fifty (350) hours. No more than seventy-nine and one-half (79.5) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current salary rate.

5. All employees with ten (10) or more years of service with the City, and with at least five hundred (500) or more hours of accumulated unused sick leave in the bank may, at his or her option, cash out an additional fifty (50) hours to be placed into the employee's deferred compensation account. Such election shall be made prior to the beginning of the fiscal year. Such cash out shall be deducted from his or her accumulated sick leave.

ARTICLE 12.
INDUSTRIAL LEAVE OF ABSENCE
[THIS ARTICLE IS APPLICABLE UNTIL 06/30/2015 PLEASE REFER TO THE NEW ADR PROGRAM AFTER 07/01/2015]

A. The City adheres to State Labor Code law regarding leave for on-the-job injuries.

B. An employee has a choice of doctor and hospital on a work-related injury, provided that he/she has notified the City's Human Resources Department in writing of the doctor and hospital of their choice subject to approval. If such notification has not been made, during normal business hours for non-life threatening injuries, the employees will report to the City's current occupational health provider. However, if injuries occur outside of normal business hours, employees will report to the City current occupational health provider's emergency room for treatment.

C. IOD medical appointments during work hours for personnel on modified duty – Employees prescribed physical therapy from a work related injury during working hours shall be granted time without the use of their personal time off.

ARTICLE 13.
BEREAVEMENT LEAVE

Time off with pay allowed to an employee by reason of death in the immediate family shall not be charged against the regular sick leave accumulation. The definition of immediate family includes spouse, mother, father, step mother, step father, brother, sister, children, step-children, grandparents, grandparents in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, and daughter-in-law of the employee, and registered domestic partners (so long as required by California law). A maximum of three (3) shifts may be taken for leave to attend funeral services. Such leave shall not exceed a total of three (3) cumulative shifts in any fiscal year for 56-hour/week personnel.

ARTICLE 14.
PERSONAL LEAVE

Employees may use all accrued leave of their choosing including, but not limited to, available sick leave entitlement to attend to the illness of a child, parent, registered domestic partner or spouse. In one calendar year, employees may use the amount of sick leave which normally accrues to them during six months for such purpose. In addition, if the employee has sufficient accrued leave such that the balance of said accrued sick leave does not fall below One Hundred (100) hours, the employee may utilize any and all sick leave above 100 hours to attend to such illness, or death of an immediate family member, as defined in Article 13.

ARTICLE 15.
LEAVE OF ABSENCE

A leave of absence may be granted in accordance with Personnel Rules.

ARTICLE 16.
VACATION LEAVE

No employee shall be granted vacation time he/she has not earned. Affected employees may accrue a maximum of 700 hours for 56-hour/week personnel, or 500 hours for non-shift personnel. No hours in excess of 700 will be accrued or paid to the 56-hour/week employees and, no hours in excess of 500 will be accrued or paid to the 40-hour/week employee.

Vacation leave will be earned at the following rates:

Years of City Service	40-hour/week employees hours per pay period	56-hour/week employees hours per pay period
0 thru 10	4.62	6.47
11 and above	6.15	8.61

ARTICLE 17.
VACATION CASH OUT

All 40-hour/week employees shall be eligible to cash out, or deposit into a deferred compensation account, up to sixty (60) hours, and all 56-hour/week employees shall be eligible to cash out, or deposit into a deferred compensation account, up to one hundred six (106) hours of vacation leave time per fiscal year. The employee may opt to cash vacation in twenty-four (24) hour minimum increments prior to the beginning of the next fiscal year, as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours for 40-hour/week employees and one hundred thirty nine (139) hours for 56-hour/week employees. The cash out of vacation leave time will be at the employee's current salary rate. Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling will be cashed out up to twenty (20) hours (or forty-eight (48) hours for 56-hour/week personnel) so that they do not lose potential future accrual.

ARTICLE 18.
HOLIDAYS

By December 1 of each calendar year, each 56-hour/week employee shall notify the City in writing of his/her preference for the next calendar year for holiday pay or leave, or a combination of pay or leave. A maximum of seven (7) holidays may be elected for leave; a minimum of six (6) holidays shall be paid in cash. Holidays shall be paid and earned as holidays occur; floating holidays shall be credited in January of each calendar year. (Unused floating holidays are not paid upon termination.) New employees shall accrue the maximum holiday leave until the next option period. Holidays are credited at ten (10) hours per holiday for 40-hour/week personnel, and fourteen (14) hours per holiday for 56-hour/week personnel.

Beginning in the 2014 calendar year, the schedule of holidays is:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays

ARTICLE 19.
RETIREMENT

A. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Employees hired after January 1, 2013, who are "new members" (as defined in Government Code Section 7522.04(f), or its successor) shall be enrolled in the 2.7% at age 57 Plan, as required by law.

For other employees, the City shall continue its contract with PERS for the 3% at age 50 Plan, with widow's one-half continuance. The retirement benefit shall be based on the single highest

year. Informational booklets regarding the retirement plan are available in the Human Resources Department.

The City shall maintain its contract with PERS to provide a four percent (4%) cost of living allowance ("COLA") for retirees.

The City will maintain the PERS credit (Government Code Section 20965) for unused sick leave.

B. EMPLOYEE COMPENSATION

As required by law, new members, as defined above, shall be required to pay fifty percent (50%) of the expected normal cost rate for their benefits. (This amount is thirteen percent (13%) of reportable compensation as of January 1, 2013.) Consistent with the agreement between the City and PERS setting forth the Employee Cost sharing terms set forth herein, employees who are not new members will pay nine percent (9%) of their salary towards the employer's share of PERS contribution effective the pay period that includes January 1, 2013. The City will continue to pay the Employer Paid Member Contribution which is currently nine percent (9%) pursuant to Government Code Section 20691.

All contributions made by employees described in the previous section above shall be in accordance with IRS Code Section 414(h)(2) (or any subsequent amendments to said IRS code section), whereby employee contributions described above shall be tax deferred (not subject to taxation until time of constructive receipt).

Level 4 Survivor Benefit. The employee shall continue to pay his/her share of the monthly cost for this benefit for employees.

ARTICLE 20.
DEFERRED COMPENSATION

The City shall continue to sponsor a deferred compensation plan which shall be available to employees on a voluntary basis.

Employees will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.

Employees employed for ten (10) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of Five Hundred Dollars ($500.00) (or $230.77 per pay period) contributed on their behalf by the City.

Employees employed for five (5) years or more are eligible for this benefit. All eligible employees will receive a flat monthly amount of One Hundred Dollars ($100.00) (or $46.15 per pay period) contributed on their behalf by the City.

Service as a non-safety employee is credited towards qualifying for this benefit.

ARTICLE 21.
PROMOTIONAL PAY

Employees promoted to a higher classification shall be placed into the new pay range at step 6 or at a step no less than five percent (5%) increase above their current salary, whichever is greater.

ARTICLE 22.
UNIFORM ALLOWANCE

A uniform allowance of One Thousand Six Hundred Dollars ($1,600) per year shall be paid semi-annually in arrears with no receipts. If an employee desires to accumulate his/her payments for the purchase of more expensive uniform items, he/she may direct a memorandum requesting such accumulation to the Director of Administrative and Community Services.

ARTICLE 23.
PARAMEDIC RE-ACCREDITATION

The City agrees to reimburse for expenses directly related to paramedic reaccreditation up to a total of One Thousand Five Hundred Dollars ($1,500). The amounts will be payable upon the employee providing proof of successful completion of the process, as well as providing documentation which substantiates the expenses. In addition, the City will pay for training time required for recertification when the training is otherwise not available during duty time so long as it is previously approved by a Battalion Chief.

ARTICLE 24.
PARAMEDIC PAY

Fire Captains and Fire Engineers who have a current paramedic license shall receive a monthly paramedic retention pay equal to five percent (5%) of their monthly base pay. In situations where a regular Firefighter/Paramedic is not available, any employee receiving Paramedic pay may be required to perform Paramedic functions until a full-time Firefighter/Paramedic replacement can be arranged.

ARTICLE 25.
SHIFT FIRE INVESTIGATOR PAY

Employees who are assigned as Shift Fire Investigators shall receive a monthly incentive pay equal to five percent (5%) of their monthly base pay. The number of employees assigned as Shift Fire Investigators shall not be lower than 3 and not exceed six (6). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

ARTICLE 26.
HAZARDOUS MATERIAL PAY

Any employee certified by the State of California as a Hazardous Materials Specialist and assigned to the Rialto Fire Department Haz Mat Team shall receive a monthly incentive pay equal to five percent (5%) of the employee's base monthly salary. The number of employees assigned to the

Haz Mat Team shall not be lower than six (6) and not exceed twelve (12). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

ARTICLE 27.
ACTING PAY

After a Fire Captain employee works in an acting Battalion Chief position for three (3) consecutive shifts, he/she will be compensated at the rate of pay of at least five percent (5%) above their current base salary retroactive to the first shift.

ARTICLE 28.
CERTIFICATION PAY

Any employee who complies with the Department requirements for certification and who holds the following certification shall receive a monthly incentive pay as follows:

(i) Firefighter II certification - three and one-half percent (3.5%) of the employee's base monthly salary:;

(ii) Company Officer certification, as long as said certification is not a requirement of the employee's current assignment (captains are ineligible for this benefit) –two and one-half (2.5%); and

(iii) Apparatus Operator certification (Driver 1A and 1B), as long as said certification is not a requirement of the employee's current assignment (engineers are ineligible for this benefit) – two and one-half (2.5%).

ARTICLE 29.
EDUCATIONAL INCENTIVE BENEFIT

The City shall continue the Educational Incentive benefit which is based on the following criteria:

5% Educational Incentive Benefit:

Education Points	15	30	45	Associate	Baccalaureate
Years Experience	8	6	4	4	2

7.5 % Educational Incentive Benefit:

Education Points	30	45	Associate	Baccalaureate	Masters
Years Experience	12	9	9	6	4

Employees with eleven (11) or more years of City service shall receive an additional one percent (1%), in either tier, effective July 1, 2014.

Definitions:
Education - 1 education point = 1 college semester unit

ARTICLE 30.
SCBA CERTIFICATION AND RESCUE SPECIALISTS

Any employee who complies with the Department requirements for certification, holds a Self-Contained Breathing Apparatus (SCBA) certification, and is assigned as a SCBA Service Technician shall receive a monthly incentive pay equal to three percent (3%) of the employee's base monthly salary. The number of employees assigned as SCBA Service Technicians shall not be lower than two (2) and not exceed three (3). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

Any employee assigned as a Rescue Specialist who holds the following certification issued by the State Fire Marshal, and complies with the following requirements shall receive a monthly incentive pay equal to three percent (3%) of the employee's base monthly salary: (i) Rescue Systems I; (ii) Rescue Systems II; (iii) Trench Rescue; (iv) Confined Space Rescue; and (V) completion of 24 hours of maintenance training annually, in accordance with Department policy (training may be completed during regularly scheduled duty hours). The number of employees assigned to be Rescue Specialist shall not be lower than six (6) and not exceed twelve (12). If number of certified employees fall below the minimum than the City shall schedule training for replacements as soon as practically possible.

ARTICLE 31.
OVERTIME

A. REGULAR OVERTIME

Employees eligible for overtime payments have the right to choose between compensatory time (subject to the limit in Section C below) or cash payment for the time worked beyond the normal workday (10 hours per day for 40-hours/week personnel; 24 hours per shift for 56-hours/week personnel). Overtime is adjusted to the nearest quarter-hour for purposes of payment or posting to an employee's time record.

The Federal Fair Labor Standards Act (FLSA) 7(k) cycle will be a 12-day cycle. Anything over 91 worked hours in a cycle will be considered overtime. Worked hours will include all paid time off, including: sick, vacation, holiday, and compensatory time off.

B. CALLBACK

Employees receive a minimum of three (3) hours overtime (at time and one-half) anytime they are called back to duty. If an employee is called back to fill a position that has been vacated during the current shift, the employee's time will be calculated from the time the call to work was received and accepted. If the call back is for a planned need and no immediate vacancy exists, the replacement employee's time will be calculated from the time he/she arrives at the assigned station.

C. COMPENSATORY TIME MAXIMUM ACCRUALS

An employee may accrue a maximum of one hundred forty-four (144) hours as compensatory time. All hours in excess of 144 hours shall be paid in cash at the overtime rate.

ARTICLE 32.
TRADING TIME

Subject to the authorization of the Fire Chief, Division Chief, or Fire Captains, employees in the Unit shall be allowed to trade time with other employees of equal position on the following basis:

1. Trading time shall be with persons of equal rank (or equivalent per department certifications) and be agreeable with both parties and shall be requested in a memo signed by both employees.

2. Since this is done for the convenience of the employee, in no case shall a trade arrangement or repayment of trading time be considered in computation of overtime or certification to a higher rank.

3. Such trading time shall be in accordance with the FLSA requirements in order that traded time is not counted into any computation of overtime.

ARTICLE 33.
FORTY-HOUR WORK WEEK ASSIGNMENT

Employees who are assigned to a 40-hour workweek shall be compensated at the customary monthly rate, including the FLSA-mandated overtime.

ARTICLE 34.
PARAMEDIC STUDENT PRECEPTOR/FTO

Three (3) employees shall be selected by the City to serve year-round to assist in developing training programs. These employees shall receive a monthly incentive pay equal to three percent (3%) of their monthly base pay while assigned to the annual program.

Additionally, employees who are recognized as Paramedic Student Preceptors/FTOs shall receive a monthly incentive pay equal to three percent (3%) of their monthly base pay when assigned a student/trainee.

ARTICLE 35.
GRIEVANCE PROCEDURE AND DISCIPLINARY APPEAL

A. DEFINITIONS

1. A "grievance" is a written allegation by an employee within the Unit alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 223 AGENCY AUTHORITY of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be appealed to any administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change

the policies of the City, whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure, except that regular employees (those who have passed their new hire probationary period): (a) whose overall performance evaluation is rated less than satisfactory will be allowed to grieve the performance evaluation and (b) may grieve reprimands so long as required by law.

2. Unless otherwise stated, a "day" is a day in which the City Hall is open for business.

3. Representative(s) - A representative is an employee of the Unit, Union representative(s), or legal counsel who shall represent any party in interest at his/her election.

4. Union - Union means the union elected as the exclusive representative or designee thereof.

5. Grievant - Any employee.

B. INFORMAL MEETING

Any employee(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The employee(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. The immediate supervisor shall provide the employee with a response no later than ten (10) days following the informal meeting. The immediate supervisor will summarize the complaint, the response to the employee, and the employee's response. The summary will be sent to the next employee in the chain of command with a copy to the Fire Chief.

C. FORMAL LEVEL I: DEPARTMENT HEAD OR DESIGNEE

1. If the grievant is not satisfied with the disposition of the grievance at the Informal Level, or if no decision is rendered within the designated time period, the grievant may present a written grievance to the department head or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the immediate supervisor, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the department head or his/her designee, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly v. State Personnel Board, the

subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute exhaustion of the Informal Level grievance, and provision of any due process-mandated pre-deprivation proceeding.

D. FORMAL LEVEL II: ARBITRATION

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period, said grievant may forward a written grievance to the Director of Administrative and Community Services, proposing that arbitration be undertaken. (Disciplinary appeals will be processed pursuant to Section H of this Article and will not be subject to advisory arbitration or City Administrator review.) In the alternative, the grievant may elect to proceed to formal Level III and submit the dispute to the City Administrator or designee for final determination.

   The City distinguishes "advisory arbitration" from "binding arbitration" in the following manner:

   a. "Advisory arbitration" is a process of dispute resolution in which a neutral third party (arbitrator) renders an advisory opinion after a hearing at which both parties have an opportunity to be heard. An advisory opinion is an opinion which suggests a resolution but does not make that suggestion imperative or conclusive. The issuance of an advisory opinion does not obligate the City to comply with the arbitrator's rulings.

   b. "Binding arbitration" is a process of dispute resolution in which a neutral third party (arbitrator) renders a binding opinion after a hearing at which both parties have an opportunity to be heard. A binding opinion would obligate both the City and the grievant to comply with the arbitrator's rulings.

   In cases not involving "punitive action" against a non-probationary firefighter under the Firefighter Procedural Bill of Rights Act ("Act"), Formal Level II provides for advisory arbitration and does not render a binding opinion.

2. Said written grievance request for convening of arbitration shall be considered timely only if received by the Director of Administrative and Community Services no later than ten (10) days after service by the department head/designee of the Level I decision or twenty (20) days after the grievance was presented to the department head or his designee, whichever is later. Said request for arbitration shall clearly state the provisions of the MOU and/or written rules, regulations or procedures affecting terms and conditions of employment, which have been allegedly violated. The arbitration proposal shall also set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim of an MOU/rule or regulation violation. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.

3. Within ten (10) calendar days of receipt by the Director of Administrative and Community Services of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable advisory arbitrator. If said meeting either does not occur or if said meeting does not result in the selection of an advisory arbitrator, then within fifteen (15) calendar days of receipt by the Director of Administrative and Community Services of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential advisory arbitrators be sent jointly to the grievant and to the City.

4. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an advisory arbitrator by means of alternate striking of names until one name remains. Said individual shall be the advisory arbitrator. Determination of which party shall make the initial strike shall be by lot.

5. Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than 120 calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.

7. In those arbitration proceedings which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.

8.

   a. All advisory arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than forty-eight (48) hours before the hearing, that the hearing be open.

   b. Subpoenas shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.

   c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in

itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

d. The hearing shall proceed in the following manner:

i. The party or Department imposing discipline shall be permitted to make an opening statement.

ii. The appealing party shall then be permitted to make an opening statement.

iii. The Department imposing disciplinary action shall produce the evidence on its behalf.

iv. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

v. The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.

vi. Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the closing arguments followed by the employee. The department shall then have the right to reply.

vii. The order of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

9. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be advisory only with the City Administrator retaining jurisdiction to make a final determination as set forth below.

10. Within thirty (30) calendar days of the receipt of the arbitrator's findings and recommendations, the City Administrator shall adopt, amend, modify or reject, in whole or part, the arbitrator's findings and/or conclusions. Prior to making a

decision which rejects or modifies in whole or part, the findings and/or recommendations of the arbitrator, the City Administrator shall review the transcripts of the arbitration hearing. The City Administrator shall not conduct a de novo hearing. The decision of the City Administrator shall be administratively final and conclusive and is subject to the provisions of Code of Civil Procedure, Section 1094.6. Copies of the City Administrator's decision shall be served on the grievant and the department and shall be filed, along with the arbitrator's recommendations and finding, in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

11. The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the City Administrator or the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

12. It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The Department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the Department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the Department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the Department/City.

13. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

E. FORMAL LEVEL III: CITY ADMINISTRATOR OR DESIGNEE

Subsequent to Level I (Where Advisory Arbitration is not Elected)

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the department head or designee, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level III meeting,

whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. The decision of the City Administrator shall be final and binding, and is subject to the provisions of Code of Civil Procedure, Section 1094.6.

4. Copies of the City Administrator's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

F. GENERAL PROVISIONS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal the next level of review.

3. The times specified, however, may be extended by mutual written consent.

4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any employee of the unit may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this MOU; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6. Neither party shall take reprisals against any employee of the Union, Union representative, management person, or any other participant in the grievance procedure by reason of such participation.

7. Verbal reprimands shall be removed one year after being placed in the Fire department personnel file.

8. Employees in the rank of Captain who wish to test for Duty Officer must have a satisfactory performance evaluation within the last two years to qualify for testing.

G. FIREFIGHTERS PROCEDURAL BILL OF RIGHTS

Applicability: The City agrees that it shall apply the following sections of the Firefighters Procedural Bill of Rights Act (Government Code Sections 3250 through 3262) to all internal/administrative investigations of employees, regardless of the nature of the allegations:

1. 3251;
2. 3252;
3. 3253 (a)-(j), excluding subsection (e)(1);
4. 3254 (a), (b), (d), (e), (f), and (g);
5. 3254.5;
6. 3255;
7. 3256;
8. 3256.5 (a)-(d);
9. 3257 (a) and (b);
10. 3258; and
11. 3259

With respect to those rights set forth in Section 3254.5, the City agrees that it will conduct its appeals in accordance with the Administrative Procedures Act, except as set forth below regarding Binding Arbitration.

H. DISCIPLINE

1. Binding Arbitration: The City will provide for final and binding arbitration for disciplinary appeals regarding "punitive action" (as defined in the Firefighters Procedural Bill of Rights Act), including but not limited to: dismissals, demotions, suspensions without pay, reduction in salary and transfer for purposes of punishment for non-probationary employees. The arbitrator will be selected from a list of seven (7) potential arbitrators supplied by State Mediation and Conciliation Service. The parties shall determine the arbitrator by mutual agreement or, if they are unable to do so, striking names from the list until only one name appears. Disciplinary appeals for other lesser disciplinary actions shall be limited to an informal hearing ("Skelly hearing") before the Fire Chief or his designee.

   In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

   a. Does a preponderance of the evidence support a finding that misconduct did occur?

   b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?

      i. If yes, the discipline shall be sustained.

      ii. If no, the discipline shall be subject to modification.

2. Disciplinary Overtime Limitations: Disciplinary overtime exclusions shall not exceed one (1) pay period per three (3) shifts suspended without pay or two pay periods in any 12-month-period.

3. Statute of Limitations/Record Destruction Process: Written reprimands regarding minor incidents will not be relied upon in determining the level of disciplinary action to be imposed if the reprimand is dated three or more years prior to the current incident.

4. Representation in Disciplinary Investigation: If a Local 3688 employee uses an attorney as a representative, the employee shall still be allowed one other Local employee of the employee's choice present at any interview, unless the representative is also under investigation or likely to be a witness in a subsequent related hearing.

PART II: APPLICABLE TO NON-SAFETY EMPLOYEES ONLY

ARTICLE 101.
[RESERVED]

ARTICLE 102.
WAGES

Wages rates are set forth in Appendix A.

Either party may reopen the MOU regarding a cost of living adjustment to wages. Such reopener will be effective no earlier than July 1, 2014.

ARTICLE 103.
SALARY RATES AND STEP ADVANCEMENT

A. Employees shall be paid in accordance with the Wage and Salary Plan.

B. Each employee shall be assigned to an appropriate classification and salary step in the Wage and Salary Plan. Thereafter, advancement in said Plan shall be governed by the terms and provisions of this Agreement and applicable City resolutions.

The Wage and Salary Plan establishes the classification of employees and range of salary for each classification on a step basis as therein set forth. Advancement on the salary plan shall progress as follows:

Step 1: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 1, an employee shall progress to Step 2, as provided in this Article.

Step 2: Shall be for a period of six (6) months of continuous satisfactory service within the step. At the completion of six (6) months within Step 2, an employee shall progress to Step 3, as provided in this Article.

Step 3: Shall be for a period of twelve (12) months of continuous satisfactory service within the step. At the completion of twelve (12) months within Step 3, an employee shall progress to Step 4, as provided in this Article.

Step 4: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 4, an employee shall progress to Step 5, as provided in this Article.

Step 5: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 5, an employee shall progress to Step 6, as provided in this Article.

Step 6: Shall be for a period of twelve (12) months of continuous service within the step. At the completion of twelve (12) months within Step 6, an employee shall progress to Step 7, as provided in this Article.

Step 7: Is the top (final) step in the Wage and Salary Plan.

C. All advancement in the classification plan to a next higher step upon completion of the minimum length of service required for advancement shall be on a step basis. However, the City reserves the right to extend the time an employee must remain within a step due to unsatisfactory performance, or due to extended or substantial periods of absence from service by the employee. Such advancement shall be granted for continuous and satisfactory service by the employee in the performance of duties, as set forth in the employee's class, based upon the employee's entire performance. The City shall attempt to inform the employee prior to the evaluation, if the employee's work is unsatisfactory, and the employee is in danger of not receiving an increase, based upon the evaluation.

D. For newly hired employees, the City reserves the right to determine at what step such newly hired employees shall be placed.

ARTICLE 104.
CAFETERIA BENEFIT PLAN

A. Employees in the Unit shall be provided with a Cafeteria Plan which will be administered by the City pursuant to Section 125 of the Internal Revenue Code.

B. The Cafeteria Plan is designed to give employees the flexibility to choose various benefits. The Cafeteria Plan gives employees a set dollar amount in which the employee may access any amount up to the maximum City contribution which is outlined in Section C. Employees have the choice of applying Cafeteria Plan dollars to purchase health, vision, and dental benefits provided through City plans. The employee may also choose the opt out provision of the Cafeteria Plan as outlined in Section D.

C. The City's contribution to the Cafeteria Plan will be in the amount of One Thousand One Hundred Dollars ($1,100.00) to go towards the employee's contributions for Health, Vision, and Dental insurance premiums, unless some other contribution is negotiated.

D. Opt out provision

The opt out provision will allow employees to receive the dollar amount that is not utilized to purchase any of the benefits through the City. Documentation is required to verify that

insurance is established through another group health plan before the employee may opt out.

Employees may opt to receive up to One Hundred Percent (100%) of the City's contribution to the Cafeteria Plan. An employee must provide the City with written notice/waiver of paid group health insurance premiums for which the employee is eligible. Then, the employee shall be provided the current City's contribution to the Cafeteria Plan up to the maximum contribution which may be taxable compensation or be placed into a deferred compensation plan.

ARTICLE 105.
DENTAL INSURANCE

This benefit is encompassed in Article 104 (Cafeteria Benefit Plan).

ARTICLE 106.
HEALTH INSURANCE

This benefit is now encompassed in Article 104 (Cafeteria Benefit Plan).

Retired Employees: Retirees are not eligible for the full Cafeteria Plan amount. Retirees, however, shall retain all current PERS health benefits.

The City shall contribute to the retired employees' plan according to the following schedule:

EMPLOYEE ONLY	$279.25/month
EMPLOYEE + 1	$558.49/month
EMPLOYEE + 2 OR MORE	$726.04/month

The City shall not reimburse Medicare premiums for employees or retirees. Retirees and dependents must meet the definition of "annuitants" as defined by PERS.

ARTICLE 107.
PHYSICAL FITNESS/ ORGANIZED WELLNESS PROGRAM

On-Duty Workout Parameters

1. Workouts will be mandatory for all employees.

2. Employees will be given one (1) hour per shift to complete their workout.

    a. The time slot will be from 08:00 hours to 09:30 hours.

    b. The only exception to this hour is emergency responses in which case an alternate hour will be made available by the captain 16:00 hours or before.

ARTICLE 108.
MEDICARE INSURANCE

Employees shall be required to pay the designated employee contribution to participate in the Medicare Program, and the City shall be under no obligation to pay or "pick up" any such contributions. In the event the City and its employees are required to participate in the Federal Medicare Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 109.
SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security Program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof unless otherwise mutually agreed to by the parties.

ARTICLE 110.
LIFE INSURANCE

The City shall pay one hundred percent (100%) of the premium for life insurance coverage for the employee and dependents. The City will pay the cost of employee and dependent life insurance coverage at the following levels:

Employee	$50,000
Spouse	$10,000
Children	$5,000

If the employee desires additional insurance coverage above and beyond the $50,000 or other life insurance benefit provided by the City, the employee will pay one hundred percent (100%) of that additional insurance cost.

ARTICLE 111.
SICK LEAVE

A. SICK LEAVE ACCUMULATION

Sick leave is accumulated at the rate of ten (10) hours per month for 40-hour/week personnel and fourteen (14) hours per month for 56-hour/week personnel. This amounts to 120 hours per year for 40-hours/week employees and one hundred sixty-eight (168) hours per year for 56-hour/week employees. Time is charged to the employee on an hour for hour basis.

B. PAY ON TERMINATION

Non-safety employees are not eligible for sick leave pay on separation from service.

C. CASH OUT

1. All employees with five (5) years of continuous service with the City and with a minimum of 350 hours of accumulated unused sick leave on the books, shall be eligible to cash out, or place into the employee's deferred compensation account, up to seventy-nine and one half (79.5) hours pay. The employee may opt to take any increments of sick leave up to seventy-nine and one-half (79.5) hours pay per fiscal year, as long as such cash out shall not deplete the employee's accrued sick leave below three hundred and fifty (350) hours. No more than seventy-nine and one-half (79.5) hours may be cashed out in each fiscal year. The cash out of sick leave time will be at the employee's current salary rate.

2. All employees with ten (10) or more years of service with the City and with at least five hundred (500) or more hours of accumulated unused sick leave in the bank may, at his or her option, cash out an additional fifty (50) hours to be placed into the employee's deferred compensation account. Such election shall be made prior to the beginning of the fiscal year. Such cash out shall be deducted from his or her accumulated sick leave.

ARTICLE 112.
INDUSTRIAL LEAVE OF ABSENCE

A. The City adheres to State Labor Code law regarding leave for on-the-job injuries.

B. An employee has a choice of doctor and hospital on a work-related injury, provided that he/she has notified the City's Human Resources Department in writing of the doctor and hospital of their choice subject to approval. If such notification has not been made, during normal business hours for non-life threatening injuries, the employees will report to the City's current occupational health provider. However, if injuries occur outside of normal business hours, employees will report to the City current occupational health provider's emergency room for treatment.

C. Non-Safety employees may use accumulated but unused sick leave while on an absence due to an industrial injury in addition to any workers' compensation payment; the combination of the two shall not exceed 100% of the employee's normal pay.

ARTICLE 113.
BEREAVEMENT LEAVE

Time off with pay allowed to an employee by reason of death in the immediate family shall not be charged against the regular sick leave accumulation. The definition of immediate family includes spouse, mother, father, step mother, step father, brother, sister, children, step-children, grandparents, grandparents in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in law, and daughter-in-law of the employee, and registered domestic partners (so long as required by California law). A maximum of three (3) shifts may be taken for leave to attend funeral services. Such leave shall not exceed a total of three (3) cumulative shifts in any fiscal year for shift personnel or 40 hours per year for non-shift personnel.

ARTICLE 114.
PERSONAL LEAVE

Employees may use all accrued leave of their choosing including, but not limited to, available sick leave entitlement to attend to the illness of a child, parent, registered domestic partner or spouse. In one calendar year, employees may use the amount of sick leave which normally accrues to them during six months for such purpose. In addition, if the employee has sufficient accrued leave such that the balance of said accrued sick leave does not fall below One Hundred (100) hours, the employee may utilize any and all sick leave above 100 hours to attend to such illness.

ARTICLE 115.
LEAVE OF ABSENCE

A leave of absence may be granted in accordance with Personnel Rules.

ARTICLE 116.
VACATION LEAVE

No employee shall be granted vacation time he/she has not earned. Affected employees may accrue a maximum of 500 hours. No hours in excess of 500 will be accrued or paid to employees.

Vacation leave will be earned at the following rates:

Years of City Service	40-hours/week employees hours per pay period
0 thru 10	4.62
11 and above	6.15

ARTICLE 117.
VACATION CASH OUT

All employees shall be eligible to cash out, or deposit into a deferred compensation account, up to sixty (60) hours and all shift employees shall be eligible to cash out, or deposit into a deferred compensation account, up to one hundred six (106) hours of vacation leave time per fiscal year. The employee may opt to cash vacation in twenty-four (24) hour minimum increments prior to the beginning of the next fiscal year, as long as such cash out shall not deplete the employee's accrued vacation leave below eighty (80) hours for non-shift employees. The cash out of vacation leave time will be at the employee's current salary rate. Employees who are denied vacation requests due to City staffing needs such that they reach the ceiling will be cashed out up to twenty (20) hours so that they do not lose potential future accrual.

ARTICLE 118.
HOLIDAYS

By December 1 of each calendar year, each shift employee shall notify the City in writing of his/her preference for the next calendar year for holiday pay or leave, or a combination of pay or leave. A maximum of seven holidays may be elected for leave; a minimum of six holidays shall be paid in cash. Holidays shall be paid and earned as holidays occur; floating holidays shall be credited

in January of each calendar year. (Unused floating holidays are not paid upon termination.) New employees shall accrue the maximum holiday leave until the next option period. Holidays are credited at ten (10) hours per holiday for 40-hours/week personnel.

The schedule of holidays is:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Cesar Chavez Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays

ARTICLE 119.
RETIREMENT

A. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Employees hired after January 1, 2013 who are "new members" (as defined in Government Code Section 7522.04(f), or its successor) shall be enrolled in the 2% at age 62 Plan, as required by law.

For other employees, the City shall continue its contract with PERS for the 2.7% at age 55 Plan, with widow's one-half continuance. The retirement benefit shall be based on the single highest year. Informational booklets regarding the retirement plan are available in the Human Resources Department.

The City shall maintain its contract with PERS to provide a four percent (4%) cost of living allowance ("COLA") for retirees.

The City will maintain the PERS credit (Government Code Section 20965) for unused sick leave.

B. EMPLOYEE COMPENSATION

Employees who are new members, as defined above, shall be required to pay fifty percent (50%) of the expected normal cost rate for their benefits. (This amount is six and three-quarters percent (6.75%) of reportable compensation as of January 1, 2013.) These New Members agree to pay 1.25 percent additional employer-side cost sharing above the minimum employee required contribution. The 1.25 percent additional contribution will be treated as a budget reduction until such time as a PERS contract amendment can be filed and processed through PERS.

Employees who are not new members shall be required to pay a total of eight percent (8%) of their salary, on a pre-tax basis, towards PERS costs.

All contributions made by employees described in the previous section above shall be in accordance with IRS Code Section 414(h)(2) (or any subsequent amendments to said IRS code section), whereby employee contributions described above shall be tax deferred (not subject to taxation until time of constructive receipt).

ARTICLE 120.
DEFERRED COMPENSATION

The City shall continue to sponsor a deferred compensation plan which shall be available to employees on a voluntary basis.

Employees will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws.

ARTICLE 121.
PROMOTIONAL PAY

Employees promoted to a higher classification shall be placed into the new pay range at step 6 or at a step no less than five percent (5%) increase above their current salary, whichever is greater.

ARTICLE 122.
OVERTIME

A. REGULAR OVERTIME

In lieu of receiving paid overtime, an employee may elect to receive compensatory time. A maximum of forty-eight (48) hours may be accumulated. Once the 48-hour maximum accrual has been attained, any overtime worked above and beyond that shall be paid overtime, as long as the employee has 48 hours of compensatory time on the books. Upon the employee electing to accumulate overtime in terms of compensatory time off, the employee shall not have the option of cashing out said time unless or until the employee separates from City service.

Overtime shall be paid to employees in accordance with the Federal Fair Labor Standards Act (FLSA). Overtime pay shall be paid for hours worked (except as set forth below) by an employee in excess of forty (40) hours in a workweek.

For purposes of calculating entitlement to overtime, the total hours worked in a workweek shall include up to twenty-four (24) total hours of any combination of comp time, sick leave, vacation leave, and City-paid holidays, but shall not include any paid leaves of absence, workers' compensation leave, military leave, bereavement leave, or jury duty leave time.

Non-safety employees are considered a non-sworn 40-hour per week position that is not eligible for the 7(k) exemption.

B. CALLBACK

Employees receive a minimum of three (3) hours overtime (at time and one-half) anytime they are called back to duty. If an employee is called back to fill a position that has been vacated during the current shift, the employee's time will be calculated from the time the call to work was received and accepted. If the call back is for a planned need and no immediate vacancy exists, the replacement employee's time will be calculated from the time he/she arrives at the assigned station.

ARTICLE 123.
TRADING TIME

Subject to the authorization of the Fire Chief, Division Chief, or Fire Captains, employees in the unit shall be allowed to trade time with other employees of equal position on the following basis:

1. Trading time shall be with persons of equal rank (or equivalent per department certifications) and be agreeable with both parties and shall be requested in a memo signed by both employees.

2. Since this is done for the convenience of the employee, in no case shall a trade arrangement or repayment of trading time be considered in computation of overtime or certification to a higher rank.

3. Such trading time shall be in accordance with the FLSA requirements in order that traded time is not counted into any computation of overtime.

ARTICLE 124.
FORTY-HOUR WORK WEEK ASSIGNMENT

Employees who are assigned to a 40-hour workweek shall be compensated at the customary monthly rate, including the FLSA-mandated overtime.

ARTICLE 125.
PARAMEDIC STUDENT PRECEPTOR

Employees who are recognized as Paramedic Student Preceptors shall receive a monthly incentive pay equal to three percent (3%) of their monthly base pay when assigned a student.

ARTICLE 126.
GRIEVANCE PROCEDURE AND DISCIPLINARY APPEAL

A. DEFINITIONS

1. A "grievance" is a written allegation by an employee alleging that the employee has been adversely affected by a violation of specific written provisions of this MOU or of written rules, regulations or procedures affecting terms and conditions of employment. Grievances shall not be utilized to challenge the agency's exercise of its authorities set forth in Article 223 of this MOU. Additionally, by virtue of entering into this MOU, the parties agree that no matters, whether labeled as grievances, "complaints," or otherwise, may be appealed to any other administrative entity or body except as described herein. Further, the grievance procedure shall not be utilized to challenge or change the policies of the City whether they be written or otherwise. Additionally, performance evaluation reports and reprimands, whether written or verbal, are not subject to the grievance procedure.

2. Unless otherwise stated, a "day" is a day in which the City Hall is open for business.

3. Representative(s): A representative is an employee, Union representative(s), or legal counsel who shall represent any party in interest at his/her election.

4. Grievant: Any non-safety employee.

B. INFORMAL MEETING

Any employee(s) alleging a grievance shall meet with his/her immediate supervisor with the objective of resolving the matter informally. The employee(s) may have a representative present with him/her at this informal meeting. Request for such meeting shall occur within ten (10) days after the occurrence of the act or omission giving rise to the grievance or ten (10) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

C. FORMAL LEVEL I: DEPARTMENT HEAD OR DESIGNEE

1. In the event the grievance is not resolved at the informal meeting, within ten (10) days of the informal meeting the grievant may submit the grievance as a formal written grievance to the department head or his/her designee. If the grievant has not submitted a written grievance within this time period, the grievance will be deemed to have been resolved.

2. Within ten (10) days after receipt of the written grievance by the department head, a personal conference with the other party shall take place upon the request of either the grievant or the department head. Within fifteen (15) days after receipt of the grievance or ten (10) days after the date of the Level I meeting, whichever is later, the department head or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. In those cases where a "grievance" regards a disciplinary proceeding which is both subject to the grievance procedure and which constitutes a proposed deprivation of property giving rise to a pre-disciplinary proceeding in accord with Skelly vs. State Personnel Board, the subject employee shall commence his/her grievance at this Level I. The proceeding before the department head or designee shall constitute both an exhaustion of the Level I grievance and provision of any due process-mandated pre-deprivation proceeding.

D. Formal Level II: City Administrator or Designee

1. If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision is rendered within the designated time period in Level I, the grievant may forward the written grievance to the City Administrator or his/her designee within ten (10) days after the decision at Level I or twenty (20) days after the grievance was presented to the department head or designee, whichever is later.

2. Within ten (10) days after receipt of the written grievance by the City Administrator, a personal conference with the grievant shall take place upon the request of the grievant or the City Administrator. Within fifteen (15) days after

receipt of the grievance or ten (10) days after the date of the Level II meeting, whichever is later, the City Administrator or his/her designee shall render a written decision to the grievant and shall transmit a copy to the Union.

3. Copies of the City Administrator's decision shall be filed in the employee's personnel file, unless the matter involved discipline and the discipline was not upheld by the City Administrator.

4. For all non-disciplinary procedures and grievances, the decision of the City Administrator shall be final and binding.

E. FORMAL LEVEL III: BINDING ARBITRATION

Binding Arbitration shall be available for disciplinary actions only, but not including verbal or written reprimands.

1. If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision is rendered within the designated time period, a grievant may forward a written grievance to the Director of Administrative and Community Services, or designee, proposing that binding arbitration be undertaken.

2. Said written grievance request for convening of binding arbitration shall be considered timely only if received by the Director of Administrative and Community Services, or designee no later than ten (10) days after service by the department head/designee of the Level II decision or twenty (20) days after the grievance was presented to the department head or designee, whichever is later. Said request for arbitration shall set forth a detailed statement by the grievant containing all facts then known to the grievant which support his/her claim for an appeal. A general or specific denial of wrongdoing or claim of misconduct shall not be sufficient. The arbitration proposal shall be signed by the grievant. Signature by a representative shall be insufficient.

3. Within ten (10) calendar days of receipt by the Director of Administrative and Community Services, or designee of a timely grievance, the parties shall confer by writing, telephone or in person, as regards selection of a mutually agreeable arbitrator. If said meeting either does not occur of if said meeting does not result in the selection of an arbitrator, then within fifteen (15) calendar days of receipt by the Director of Administrative and Community Services, or designee of the timely grievance, the Director shall mail to the State Mediation and Conciliation Service, a request that a list of seven (7) qualified potential arbitrators be sent jointly to the grievant and to the City.

4. Within ten (10) calendar days of mailing by the State Mediation and Conciliation Service of such list, the parties shall by telephone or other mutually acceptable means, select an arbitrator by means of alternate striking of names until one name remains. Said individual shall be the arbitrator. Determination of which party shall make the initial strike shall be by lot.

5. Within five (5) calendar days of said selection process being completed, the Director shall mail written notice to the State Mediation and Conciliation Service of the identity of the individual mutually selected to hear the grievance matter.

6. The hearing shall commence on a date mutually agreeable to the parties and to the arbitrator, but in no case greater than one hundred twenty (120) calendar days after selection of the arbitrator, unless otherwise mutually agreed to by the parties.

7. In those arbitration proceedings which are non-disciplinary, the burdens of proof and production of evidence shall be upon the grievant. The ultimate issues in such cases shall be whether or not proof by a preponderance of the evidence supports a finding that a specific written section of the MOU and/or rules and regulations affecting terms and conditions of employment, has been violated, and if so, the nature of the appropriate remedy.

8. In those cases regarding disciplinary matters involving the deprivation of property, the burdens of proof and production of evidence shall be upon the department and shall be by a preponderance of the evidence. In such cases, the ultimate issues shall be as follows:

   a. Does a preponderance of the evidence support a finding that misconduct did occur?

   b. If so, was the disciplinary decision a reasonable exercise of the discretion vested in the appointing authority?

      i. If yes, the discipline shall be sustained.

      ii. If no, the discipline shall be subject to modification.

9. a. All arbitration hearings shall be closed to the public unless the employee requests, in writing, no later than five (5) calendar days before the hearing, that the hearing be open.

   b. Subpoenas (no subpoenas duces tecum) shall be issued by the arbitrator at the request of either party. State civil rules governing the issuance and validity of subpoenas shall also govern the issuance and validity of subpoenas issued herein.

   c. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions. Irrelevant and unduly repetitious evidence shall be excluded.

d. The hearing shall proceed in the following order:

i. The department imposing discipline shall be permitted to make an opening statement.

ii. The appealing party shall then be permitted to make an opening statement.

iii. The department imposing disciplinary action shall produce the evidence on its behalf.

iv. The party appealing from such disciplinary action may then offer his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted.

v. The parties may then, in the above order, respectively offer rebutting evidence, unless the arbitrator for good cause, permits them to reopen and offer evidence in their case in chief.

vi. Oral closing arguments shall be permitted. Written briefs may be permitted at the discretion of the arbitrator. The department shall have the right to open the oral closing arguments followed by the employee. The department shall then have the right to reply.

vii. The order of presentation and burdens of proof shall be reversed in those cases where non-disciplinary grievances are heard.

10. The arbitrator shall determine relevancy, weight, and credibility of testimony and evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbitrator, for good cause, otherwise directs. However, both parties shall be permitted to designate an investigator or assistant to be present at the hearing, even if such person is or may be a witness. The arbitrator shall render judgment as soon after the conclusion of the hearing as possible but in no event later than thirty (30) calendar days after submission of closing arguments. The decision shall set forth which charges, if any, are sustained and the reasons therefore. The decision shall set forth findings of fact and conclusions of law. The arbitrator's decision shall be binding.

11. The City shall bear the cost of a mandatory court reporter. The City shall bear the cost of transcripts that are required by the arbitrator. Each party shall bear its own costs where the ordering of transcripts is a voluntary act. Each party shall bear its

own witness and attorney fees. Additionally, each party shall equally share all fees and costs billed by the arbitrator.

13. It is specifically agreed and acknowledged by the parties that failure by the grievant to strictly comply with the time limitations for taking action in connection with review of a grievance, shall be considered a jurisdictional defect and shall result in a waiver by the grievant of any and all appeal rights, regardless of how brief or minimal is the failure to comply with the time limitations. The department shall not be required to show or prove the suffering of any prejudice as a condition precedent to strictly enforcing the time limitations described herein. In any case where the department or City does not strictly comply with the time limitations described herein, then the grievant's remedy shall be movement of the grievance process to the next higher level. In no case shall failure by the department/City to comply with the time limitations described herein, result, in and of itself, in a finding adverse to the department/City.

14. In any case where a party or potential party disputes the arbitrability/jurisdiction of a grievance, said dispute shall not be resolved by the arbitrator, but shall be first resolved through civil proceedings.

F. GENERAL PROVISIONS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process.

2. Failure by the grievant to meet any of the specified time lines shall constitute a withdrawal of the grievance. Failure by the City to meet any of the specified time lines shall entitle the grievant to appeal the next level of review.

3. The time specified, however, may be extended by mutual consent.

4. The grievant is entitled to representation of his/her choice at any point in the grievance procedure.

5. Any employee may at any time present grievances to the employer and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is not inconsistent with the terms of this contract; provided that the City shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

6. Neither party shall take reprisals against any member of the Union, Union representative, management person, or any other participant in the grievance procedure by reason of such participation.

PART III: APPLICABLE TO BOTH SAFETY AND NON-SAFETY EMPLOYEES

ARTICLE 201.
FINES

The City shall pay for court fines imposed upon any employee when such fine is the result of a faulty vehicle or vehicular equipment and provided that such fine did not result from improper or negligent operation of the vehicle on the part of the employee.

ARTICLE 202.
FINANCIAL DISCLOSURE

The City shall only require financial disclosure by an employee as provided in the City's Conflict of Interest Code which conforms with Government Code Sections 87300 to 87313.

ARTICLE 203.
INCIDENT REVIEW BOARD

The Union may select one of its employees to participate as an employee of the Incident Review Board when the Board reviews an accident/incident in which fire personnel are involved. The chairman of the Incident Review Board will inform the Union of the date and time of Board meetings at least forty-eight (48) hours in advance of such meetings. The Board shall convene at the request of either the Fire Chief or the affected employee or his/her designated representative.

ARTICLE 204.
LABOR MANAGEMENT COMMITTEE

The Union will designate representatives who shall meet with representatives of the Department management on a mutually agreeable basis to discuss matters pertinent to the welfare of the Department and employees. The Union may have additional representatives present when appropriate for the discussion of scheduled matters. Normally such meetings shall be during regular working hours.

ARTICLE 205.
LOCKER SEARCH

No employee shall have his/her locker or other space for storage that may be assigned to him/her searched except in his/her presence and with his/her consent or unless a valid search warrant has been obtained or where he/she has been notified that a search will be conducted. This section shall apply only to lockers or other spaces for storage that are owned or leased by the City.

ARTICLE 206.
PARKING

The City currently provides adequate parking space adjacent to Department facilities. Parking arrangements for all City Fire Stations shall be as follows:

1. Private vehicles of fire personnel may be parked inside the enclosed parking areas at the rear of any fire station. Command staff personnel will use the parking area on the North side of the parking lot at the headquarters fire station only. These parking spaces will be marked with a sign to designate staff parking only.

2. Two-wheeled vehicles (bicycles, motorcycles, mopeds, etc.) will be permitted to be stored inside all fire stations when space is available. At no time shall one of the above mentioned vehicles be placed between apparatus as to hinder normal responses or place any of the Fire apparatus in a position where they could be damaged by normal Department business.

ARTICLE 207.
PERSONAL PROPERTY – REPLACING & REPAIRING

The City shall continue to provide for the cost of replacing or repairing personal property of an employee which is lost, damaged, or stolen in the performance of duty.

Personal items essential to job performance shall be replaced. After review, the reimbursement amount, if any, shall be determined by the Fire Chief, without appeal.

ARTICLE 208.
POLYGRAPH EXAMINATION

No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an employee for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "The City of Rialto does not compel fire personnel to submit to polygraph examinations."

ARTICLE 209.
PHYSICAL EXAMINATIONS – DOCTOR'S CERTIFICATE

As provided by State law and City Personnel Rules, the City shall bear the cost of any medical examination or physician's certificate when such examination or certificate is required and directed by the City.

If an employee has been off duty due to an extended illness or injury (extended means 11 working days or more for 40-hour per week personnel or 7 or more shifts for personnel assigned to a shift schedule), he/she will be required to submit a return to work authorization from his/her physician.

The City will bear that portion of the examination cost which the employee's insurance does not pay.

ARTICLE 210.
PROBATIONARY PERIOD

Both Rialto Municipal Code Section 2.50.100 and Personnel Rule X, Section 1, line 26 establish the probationary period for employees as one (1) year from the date of appointment (in-service date) or promotion.

ARTICLE 211.
REEMPLOYMENT

Personnel Rules provide for reinstatement within one (1) year: "With the approval of the appointing power and the Personnel Officer, an employee who has resigned with a good record may be reinstated within one year to his former position, if vacant, or to a vacant position in the same or comparable class." The salary range and step (with general increases, if any) are reinstated to the employee. Seniority and accrued benefits are lost.

ARTICLE 212.
SAFETY EQUIPMENT

The City will furnish the required safety equipment to all employees who are required by State law to have safety equipment. Employees shall be responsible to maintain safety equipment in a safe and satisfactory condition. The City will be responsible for the cost of maintaining City issued safety equipment in a safe and satisfactory condition. (See Appendix B for List of Personal Protective Equipment.)

Additionally, the Department shall form a Uniform Committee consisting of both Unit employees and Management employees to discuss, research, and implement any necessary changes to the current Personal Protective Equipment list.

ARTICLE 213.
SENIORITY

Seniority is herein defined to be an employee's length of service, with no break in service, within the Department and/or classification in which the employee is presently assigned. If two or more employees have the same hire date before July 1, 2013, then the numerical score on the employment exam will be used to determine their seniority. If any two or more employees have the same hire date that is after July 1, 2013, then the numerical score based on averaging each employee's combined entry test scores and the formal, standardized scores achieved during their probationary testing process will be used to determine their seniority. The Department may consider seniority in shift assignments, and transfers within classification; the Department shall consider seniority in vacation scheduling.

ARTICLE 214.
RIALTO SPORTS CENTER

Employees, employees' spouses, retirees, and retirees' spouses shall be allowed free use of the Rialto Sports Center during normal operating hours as long as the City has managerial control of the facility. Employees, retirees, and retirees' spouses shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

ARTICLE 215.
UNHEALTHFUL AIR CONDITIONS

The City will observe the Air Pollution Emergency Episode Plan which became effective on October 23, 1979, before making non-emergency work assignments in the Fire Department. A copy of the Air Pollution Emergency Episode Plan follows:

AIR POLLUTION EMERGENCY EPISODE PLAN

A. The Civil Preparedness Coordinator will be responsible for notifying all City departments (plus garage, maintenance and water divisions) of Stage I, II & III alerts. Departments wishing air pollution information on weekends or after regular work hours may call the San Bernardino County communication Center at 383-2898 or the South Coast Air Quality Management District recordings at 825-7034 or 383-3401.

B. Department Heads will be responsible to notify employees of the following:

1. STAGE I:

(.20 parts per million or Pollution Standard Index (P.S.I.) of 200.

VEHICLE OPERATION - Employees will be requested to limit operations of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible.

RECREATION ACTIVITIES - Baseball & softball games: No youth games are to be started; however, games may be finished if started prior to notification of Stage I alert. Adult games may be started and completed as scheduled.

Football, Soccer, Track, Tennis and other similar sports: No games are to be started. If started, game must be ended at next break in the game such as the end of a quarter, period, or match set (whichever relates to the particular athletic event).

Swimming: Casual swimming is OK in Stage I. Keep respiration down, no sprints, laps, etc. Swim lessons are OK as long as they follow the above precautions. Swim teams must not practice.

Archery: OK for participation.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE I: IF THERE IS AN EXTENDED (MORE THAN ONE MINUTE) INCREASE IN THE RESPIRATION RATE, THE EVENT OR ACTIVITY SHOULD BE STOPPED.

2. STAGE II:

(.35 parts per million or P.S.I. of 275).

VEHICLE OPERATION - Employees will be requested to limit operations of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible. If possible, appointments and meetings requiring vehicle travel will be rescheduled. Non-emergency heavy equipment will be shut down.

OUTDOOR PHYSICAL ACTIVITY - No strenuous manual labor (such as digging) will be assigned. Only light duty manual labor assignments will be made.

RECREATION ACTIVITIES - Outdoor Activities: None will be allowed.

Playground Rooms & Cafeterias: These may be kept open for participation.

C. Eisenhower High School Gym: May be kept open, however, most doors should be kept closed to keep down the oxidant level.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE II: HIGHLY ACTIVE INDOOR ACTIVITIES SHOULD BE DECREASED AS MUCH AS POSSIBLE.

3. STAGE III:

(.50 parts per million or P.S.I. of 500).

VEHICLE OPERATION - Employees will be requested to limit operation of their private vehicles as much as possible. Departments will limit operation of City vehicles (except for emergency operations) as much as possible.

MEETINGS - All scheduled and published meetings will be rescheduled (unless of an emergency nature).

OUTDOOR PHYSICAL ACTIVITY - All non-emergency employees will be assigned work indoors. No outdoor labor assignments will be made.

RECREATION ACTIVITIES - Activities will only be permitted indoors.

STANDARD PROCEDURE TO FOLLOW FOR RECREATION ACTIVITIES IN STAGE III: INDOOR ACTIVITIES SHOULD BE KEPT TO A MINIMUM.

ARTICLE 216.
MAINTENANCE OF MEMBERSHIP

The City hereby agrees to the following membership criteria for eligible fire safety employees:

A. Existing members of the Union as of July 1, 1980, and those who thereafter become members shall remain as members in good standing of the Union for the duration of this Agreement.

B. Eligible fire safety employees who are not members of the Union on July 1, 1980, will retain their right to choose whether or not to be members. If an employee who was not a member on June 30, 1980, elects to join the Union after June 30, 1980, he/she shall remain as a member in good standing of the Union for the duration of this Agreement.

C. Except as set forth in California Government Code Section 3502.5(c) ("Religious Objectors"), all individuals newly employed as Regular employees by the City in those classifications represented by the Union shall be asked to execute an application for membership in the Union and a dues deduction authorization on the first day of employment with the City. However, should a newly employed individual elect to withdraw his/her application for membership and dues deduction authorization during the first thirty (30) days of employment with the City, he/she may do so in writing without penalty. Those newly employed individuals who do not withdraw during the first thirty (30) days of employment shall remain as members in good standing of the Union for the duration of this Agreement.

D. If a member desires to terminate his/her membership, they must so inform both the City and Union in writing of their intention to withdraw during the 30-day period between 60 and 90 days prior to the expiration of this Agreement.

E. If an employee chooses not to join the Union or a member terminates their membership with the Union, he/she can be assessed the equivalent of the base rate Union dues for the services that the Union provides indirectly.

F. Any employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the Union as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees or Agency shop fees, to pay sums equal to the dues, initiation fees or Agency shop fees to one of the following non-religious, non-labor charitable funds exempt from taxation under Section 501(C)(3) of the Internal Revenue Code:

1. American Cancer Society;
2. American Heart Union;
3. United Way; or
4. Fire Family Foundation – Rialto Local 3688

G. Proof of the payment shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the Union as set forth in Section E.

ARTICLE 217.
POLITICAL ACTIVITY

Employees are not prohibited from engaging in political activities except as follows:

A. Government Code Section 3206 prohibits participation in political activities of any kind while in uniform.

B. Pursuant to Government Cod, Sections 3205, 3207, 3208 and 3209, the City prohibits an employee from solicitation of funds for political purposes during working hours.

ARTICLE 218.
EMPLOYEE REPRESENTATIVES

When requested by an employee, a job representative may investigate any alleged grievance in the Department and assist in its presentation. He/she shall be allowed reasonable time, therefore, during working hours without loss of time or pay, upon notification and approval of his/her immediate supervisor, with the concurrence of the Fire Chief. The privilege of a job representative to leave his/her work during work hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Such time shall be excluded in any computation of overtime. Job representatives will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. A job representative will not be granted time off or compensation for the purpose of handling grievances outside the Rialto Fire Department. The Union shall notify the City of the names of each job representative. A ratio of one job representative for every sixty (60) full time employees in the department, but not less than four (4), shall be recognized by the City.

ARTICLE 219.
NO STRIKE - NO LOCKOUT

A. PROHIBITED CONDUCT

1. The Union, its officers, agents, representatives, and/or employees agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slow down, sick out, or any other job action by withholding or refusing to perform services.

2. The City agrees that it shall not lockout its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall, or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

3. Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

B. UNION RESPONSIBILITY

In the event that the Union, its officers, agents, representatives, or employees engage in any of the conduct prohibited in Section A above, "Prohibited Conduct," the Union or its duly authorized representatives shall immediately instruct any persons engaging in such conduct that their conduct is in violation of the Memorandum of Understanding and unlawful, and they should immediately cease engaging in conduct prohibited in Section A above, "Prohibited Conduct," and return to work.

ARTICLE 220.
UNION BUSINESS

A. Employees on the meet and confer negotiating committee shall be allowed time off without loss of pay or benefits to attend meet and confer meetings between the City and Union.

B. Union Local 3688 representatives will notify the Fire Chief as soon as possible or no less than twenty (24) hours in advance of upcoming Union meetings, conventions, seminars, and conferences. Upon giving such notice, the Department shall allow authorized Union representatives time to attend such functions with a limit of two (2) personnel per affected shift. The City reserves the right to deny requests based on emergency and/or staffing needs. The Union shall be allowed up to 250 hours cumulative per contract year to attend the above mentioned functions. Union representatives may accumulate such unused Union business time for up to one (1) year. In addition, a Union representative on an eight- or ten-hour day shall be allowed to attend Union Board meetings without a loss of pay or benefits but shall be subject to call.

ARTICLE 221.
REDUCTION IN FORCE

It is the intent of the parties to use the "last hired, first fired" approach if a reduction in force is necessary. Furthermore, in the event the City anticipates a layoff of employees in the Fire Department, the City will give the Union notice of its intention to reduce the force in a reasonable amount of time, as provided in Section D, before proceeding with any layoffs or reductions in force. Within twelve (12) business days of the notice, either party may, in writing, reopen this Agreement to negotiate a decrease in benefits as a cost savings in an effort to avoid a reduction in force. Nothing in this section relinquishes the City's exclusive right to lay off employees if this Agreement is reopened and the parties fail to reach a mutually acceptable agreement to avoid a reduction in force.

A. DEFINITION OF REDUCTION IN FORCE: A reduction in force is the involuntary separation or reduction of a regular employee to a position in a lower classification without fault of the employee.

B. CAUSE OF REDUCTION IN FORCE

1. A function is to be discontinued, curtailed or mechanized.
2. Reorganization.
3. Budget reductions.
4. Termination or decrease in funds and/or materials for projects or programs.
5. The mandatory reinstatement of an employee.

C. REDUCTION IN FORCE POLICY

1. Whenever possible, loss of employment for employees shall be avoided by demotion or temporary work assignments in other areas of the Department. Laid off or demoted employees shall be placed on a one (1) year priority list from the layoff or demotion date. Within that one-year period employees on this list shall

be recalled or re-promoted to their former positions as soon as a vacancy or new position becomes available. The employees shall be recalled or re-promoted from a reverse chronological order (e.g., most recent employee laid off or demoted shall be first recalled or re-promoted) This list may be extended upon approval of the City Administrator.

2. Employees notified of recall shall have up to fourteen (14) business days to return to work. Once an employee is recalled or re-promoted, his/her seniority shall be based on their original hire/promotion date.

D. NOTIFICATION

1. Whenever a reduction of employees in regular positions is anticipated, the City Administrator shall, within ten (10) business days, notify the Union. The notification shall include the anticipated number, positions and classifications of employees to be laid off or demoted and a plan for conducting an orderly process for achieving the reductions/demotions that comply with this MOU.

2. Employees to be laid off shall be entitled to a fifteen (15) calendar day notification prior to the reduction in force.

E. ORDER OF REDUCTION IN FORCE

Reductions in force among regular employees shall be made on the basis of seniority within job classifications, as established by their in-service date. Specialty positions shall have no bearing on the reduction in force order.

The order of reduction in force shall be as follow:

1. Emergency Medical Technicians (EMTs)

2. Non-Sworn Paramedics

3. Temporary or Retired Annuitant Staffing

4. Sworn Safety Personnel

F. REDUCTION IN FORCE PROCEDURE

1. If two or more employees have the same hire date before July 1, 2013, then the numerical score on the employment exam will be used to determine seniority.

2. If any two or more employees have the same hire date that is after July 1, 2013, then the numerical score based on averaging each employee's combined entry test scores and the formal, standardized scores achieved during the probationary testing process will be used to determine seniority. The lower the score ranking, the lower the seniority.

3. If the reduction in force requires demotions, the following procedures will apply:

   a. The employee who was promoted most recently to the rank where the demotion needs to occur shall be demoted first. If two or more employees were promoted to the rank in question on the same date; the numerical score on the employee's most recent promotional exam will be used to determine seniority. The lower the score ranking, the lower the seniority.

   b. To qualify for demotion to a lower rank, the affected employee must have held that position in the past.

   c. When an employee is demoted to a lower rank due to a reduction in force, that employee's seniority in that rank shall be based on their original promotion or hire date to that rank.

   d. If staffing levels in a specific rank exceed the established level due to higher ranks being demoted as part of a reduction in force, additional demotions in that rank will take place using the process outlined in this section until the desired staffing level is reached.

4. Chief Officers, excluding the Fire Chief, shall have the option to 'bump back' into the Union if they were previously members of the Union and if they were in good standing with the Union. For purposes of this paragraph, 'good standing' means being a Union member and having paid dues continuously without being delinquent on dues payments for the most recent three (3) years an employee was in the Union.

5. If there is any dispute as to the order of reductions in force, the parties shall consider the intent of this provision to implement the "last hired/first fired" concept for entry level positions and the "last promoted/first demoted" concept for demotions or reductions in a specific rank.

6. This policy does not to abrogate any rights a laid off/demoted employee may have under the Firefighters Procedural Bill of Rights Act and/or state or federal due process.

ARTICLE 222.
AGENCY PERSONNEL RULES

It is understood and agreed that there exists within the City in written or unwritten form, certain personnel rules, policies, practices and benefits which establish uniform and orderly methods of communications between the City and its employees for the purpose of promoting improved employer-employee relations, which will continue in effect, except for those provisions modified by the City Council in accordance with State laws, orders, regulations, official instructions or policies. Rialto Municipal Code Chapter 2.51.080 provides for advance notice of proposed changes. Provision is also made for emergency cases.

Further, the parties have met and agreed to a new Employer-Employee Relations Ordinance. It is the intent of the parties that there be no modification to this Unit during the term of this MOU.

ARTICLE 223.
AGENCY AUTHORITY

The authority of the City includes, but is not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from consulting or raising grievances over the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

ARTICLE 224.
NON-DISCRIMINATION

The parties agree that there shall be no discrimination in employment as follows:

> No person in the competitive service, or seeking admission thereto shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of race, national origin, color, gender, gender identity, sexual orientation, age, disability, religious belief, political opinions or affiliations.

An Affirmative Action Program is in effect in the City, and it is the policy of the City that only qualified persons available are selected for position assignments without prejudice or discrimination by reason of race, color, sex, age, religious belief, political affiliation, national origin, or handicap.

It is agreed that the above language also protects employees involved in Union activities.

ARTICLE 225.
MAINTENANCE OF EXISTING BENEFITS

Except as herein provided, all wages, hours and other terms and conditions of employment enjoyed by affected employees prior to the effective date hereof shall remain in full force and effect during the entire term of this MOU unless mutually agreed to the contrary by both parties.

ARTICLE 226.
SAVINGS CLAUSE

If any of the provisions contained in this MOU are determined to be unlawful, then only such provision(s) shall be deleted from this MOU, with the remainder of the MOU remaining in full

force and effect. Upon the issuance of a decision declaring any section of this Memorandum to be unlawful, unenforceable, unconstitutional, or not applicable, the parties agree to meet and confer immediately concerning only those sections.

ARTICLE 227.
SOLE AND ENTIRE MEMORANDUM OF UNDERSTANDING

A. It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall, except as herein provided, supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions, oral or written, expressed or implied, between the parties, and shall govern the entire relationship and shall be the sole source of any and all rights which may be asserted hereunder except as provided otherwise herein. This Memorandum of Understanding is not intended to conflict with Federal or State law.

B. The parties acknowledge that the City Council will adopt this agreement by resolution which will be known as the Personnel Resolution and to the extent that the Personnel Resolution is not specifically inconsistent with this agreement, said Resolution shall remain in full force and effect during the life of this Memorandum of Understanding.

ARTICLE 228.
BILINGUAL PAY

The City shall pay $50.00 per pay period for employees whose position has been designated by the department head as bilingual or sign linguist and who pass the City examination for fluency in Spanish or sign language.

ARTICLE 229.
STAFFING

A. The Association and the City agree to adjust current daily staffing levels of safety positions to achieve the following:

- Four engine companies, each staffed with one Captain, one Engineer, and one Firefighter/Paramedic and/or Firefighter on a 24/7 basis;
- One Truck Company staffed with one Captain, one Engineer, and two Firefighter/Paramedics and/or Firefighters on a 24/7 basis; and
- Four ambulances staffed with a minimum of one non-safety paramedic, and one non-safety Emergency Medical Technician (EMT).

The agreed upon adjustment and staffing levels will result in a reduction of six safety positions from the current agreed upon minimum staffing total of 54, resulting in a new total of 48 safety positions. The reduction of the six positions will be accomplished through natural attrition of existing safety personnel. The City agrees not to lay off any Association personnel as a method to reach the agreed upon staffing levels.

The parties agree to meet and confer to determine the most efficient way to move incrementally toward the agreed upon staffing levels based on the rate of attrition and available funding until the agreed upon staffing level is reached.

The parties agree that the City may use non-safety personnel to staff Department ambulances. Once the agreed upon staffing levels are reached, ambulance staffing will consist of a minimum of one paramedic and one EMT per ambulance, with the overall non-sworn staffing for all three shifts (A, B, C) set at 12 paramedics and 12 EMTs.

In the event that a vacancy exists in any rank, the daily minimum staffing numbers for that position can be met by using off-duty personnel of the rank needed on overtime. In the event that there are no personnel of the needed rank available to fill the vacant position, an employee who meets department qualifications to act in that specific rank may fill the position. A qualified actor may also be used on a temporary basis to fill a position that has been vacated during the current shift, so long as administration and/or a staffing captain continues to try to fill that position with the proper rank throughout the shift.

B. When daily staffing levels for safety employees drop below the minimum established level due to employee leave time, the vacancies will be filled using off-duty fire Department personnel. If at any point the base cost of this staffing arrangement exceeds the base cost of hiring additional personnel to fill these vacancies, the City may pursue the less costly option.

The Department's policy for approval of time off for staff shall maintain its current limit at five (5) employees, but only count absences caused by vacation, holiday or use of compensatory time off against the limit of five (5). No other leaves shall be counted towards the five (5) person limit. Employees out on City-approved FMLA time will not be counted for time off as part of the five (5) off limitation. No more than one (1) non-safety employee per shift will be granted time off for vacation or holiday. (The limit applies as four (4) safety and one (1) non-safety.)

The parties agree to meet and confer on time off for non-safety employees within six (6) months after hiring a total of twelve (12) non-safety employees for the Non-Safety Paramedic position.

ARTICLE 230.
JURY STAFFING

Upon the receipt of jury service notice, the employee shall immediately notify his/her supervisor and provide a copy of the notice to the supervisor. Fire shift personnel that are required to report for jury duty may be absent with pay for up to eight hours per day plus travel time. If the employee is scheduled to report to jury duty two hours or more after the start of work, the employee must report to work prior to jury duty unless due to location circumstance, does not need to report if approved by a chief officer. If the employee is selected to serve on a jury and they are sequestered for the night, the employee shall be paid for the entire shift.

If the employee is released from jury duty one (1) hour or more prior to the end of the shift, the employee must return to work.

Employees receiving a notice for "Telephone Standby" for jury duty shall report to work. Employees will call the jury commissioner's office from work to find out if they are required to report for jury duty.

ARTICLE 231.
VEHICLE WASHING

No City vehicles other than fire department apparatus and fire department staff vehicles will be washed by Union employees. (Fire Department vehicles include all City vehicles used by fire department personnel following such use.)

ARTICLE 232.
CONTRACTING OUT

During the term of the MOU, the City will not contract out any basic fire or ambulance services (such as provided by this Unit), not otherwise contracted out at the current time, without either Union approval or voter approval.

ARTICLE 233.
EQUIPMENT

The City will provide equipment to employees as set forth in Appendix B.

ARTICLE 234.
REOPENERS

A. If either of the City's Police Bargaining Units do not provide monetary concessions to the City in their successor Memorandums of Understanding to the January 1, 2008, to June 30, 2013, Memorandums of Understanding, then the parties agree to reopen on any economic concessions or additions to compensation provided for in this MOU. It is agreed between the parties that vacant positions in the Police Department do not count as concessions.

B. Either party may reopen the MOU regarding specialty pay for a rescue specialist position. Such reopener will be effective no earlier than July 1, 2014.

ARTICLE 235.
ALTERNATIVE DISPUTE RESOLUTION FOR WORKERS' COMPENSATION

The City agrees to work with the Union to implement a new alternative dispute resolution plan for workers' compensation issues.

FOR THE CITY:	FOR THE UNION:
_____	_____
Michael E. Story	Matt Blanco
City Administrator	President 3688

APPENDIX A TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO
AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

SALARY SCHEDULE

Position Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Fire Captain	5200	$6,107	$6,412	$6,733	$7,069	$7,423	$7,794	$8,183
Fire Engineer	4600	$5,266	$5,529	$5,805	$6,096	$6,400	$6,721	$7,057
Firefighter	3800	$4,322	$4,538	$4,765	$5,003	$5,253	$5,516	$5,792
Firefighter/Paramedic	4400	$5,012	$5,263	$5,526	$5,802	$6,092	$6,397	$6,717
Paramedic	1100	$2,217	$2,328	$2,445	$2,567	$2,695	$2,830	$2,972

APPENDIX B TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIALTO
AND
THE RIALTO PROFESSIONAL FIREFIGHTERS LOCAL 3688

PERSONAL PROTECTIVE EQUIPMENT

The City of Rialto shall provide safety employees of the Union with Personal Protective Equipment ("PPE"), including, but not limited to, the following:

All PPE must meet the NFPA requirement specific to each item.

Structural Firefighting Gear:
(2) Coats
(2) Pants
(2) Pairs of Gloves
(2) Hoods
(1) Pair of Boots (Pro Warrington 5006 or equivalent)
(1) Helmet with Eye Protection and ID Shield
(1) SCBA Mask
(1) Flashlight (Streamlight Polytac 90 or equivalent)

Wildland Firefighting Gear:
(1) Coat
(1) Pant (BDU Workrite pants Navy Blue 428NX-75-NB or equivalent)
(1) Helmet with Eye Protection
(1) Pair of Gloves
(1) Face/Respiratory Protection
(1) Pair of Boots (White's Boots Original Smoke Jumpers or equivalent)
(1) Web Gear with Hydration Pack
(1) Fire Shelter

Legislation Details (With Text)

File #:	15-731	Version:	1	Name:	TAB 6
Type:	Agenda Item			Status:	Agenda Ready
File created:	10/5/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request that City Council Approve the Use of an Escrow Agreement Form Requiring the City to Place Into an Escrow Account any Measure U Taxes on Liquid Fuel Storage Facilities Paid by Businesses Subject to the Tax Until the Conclusion of Legal Challenges to Measure U. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Stipulation of Escrow of Measure U Funds KM-Shell				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Fred Galante, City Attorney/George N. Harris II, Assistant to the City Administrator/Director of Administrative Services

Request that City Council Approve the Use of an Escrow Agreement Form Requiring the City to Place Into an Escrow Account any Measure U Taxes on Liquid Fuel Storage Facilities Paid by Businesses Subject to the Tax Until the Conclusion of Legal Challenges to Measure U.

(ACTION)

BACKGROUND:

Measure U, providing for a business license tax on wholesale liquid fuel storage tanks, was approved by the voters in the November 4, 2014 general municipal election. On December 9, 2014, the City Council adopted Ordinance No. 1556 providing that any person engaged in the business of owning, operating, leasing, supplying or providing a wholesale liquid fuel storage facility shall pay an annual business license tax. On January 13, 2015, the City Council adopted Resolution No. 6685, which set the amount of the tax at one dollar ($1.00) per year per cubic foot of liquid fuel storage capacity.

After requesting information from businesses believed to be subject to the tax, City staff sent out assessment notices to businesses subject to the Measure U tax (tank operators) in early September. The City has received responses from all of the tank operators appealing the assessments on various grounds. Rialto Municipal Code Section 05.05.040 provides for an administrative appeal process for business license assessments, with the City Administrator as the decision maker on the

appeal. The City Administrator's decision is final and is not appealable further within the City's governmental structure. Any further review is by legal action in the Superior Court.

Although the appeal process is ongoing and no decision has yet been made on any of the appeals, the tank operators have indicated their intent to seek judicial review by petition for writ of mandate if the assessment notices are not rescinded. California law requires that a person who desires to protest the imposition of a tax must first pay the tax and then seek a refund. The amounts due pursuant to Measure U are substantial and, because it will likely take over a year to reach a final judgment, the tank operators will need to continue to pay the tax as it becomes due. The tank operators wish to ensure that, if their challenge to the tax is successful, the funds will be available to be refunded to them. They have requested the Measure U taxes be escrowed and kept separate from other City funds for this reason. Staff considers this a reasonable request as it is also in the City's interests to be able to refund the taxes paid if it becomes necessary to do so.

ANALYSIS/DISCUSSION:
Provided with this Report (Exhibit A) is a draft escrow agreement form proposed to be used with the various tank operators, which request the funds to be escrowed pending the conclusion of any legal action. The proposed escrow agreement therefore provides funds paid to the City pursuant to Measure U will be segregated from the City's General Fund and all other funds and that the City will not commingle, spend or encumber the Measure U funds until a final judgment has been entered in the litigation regarding the tax.

We have confirmed with the tank operators that a separate bank account is sufficient, rather than requiring an account with an escrow company that would require payment of escrow fees; provided the account makes reference to the fact it is established pursuant to the escrow agreement and provides all parties non-transactional 24/7 access and electronic notice when monthly statements are available for review. The City's Treasurer has established other similar accounts in the past and agrees such an account can be established and will be adequate to protect the interests of both the tank operators and the City.

ENVIRONMENTAL IMPACT:
The requested City Council action is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The City Attorney prepared and approved the staff report.

FINANCIAL IMPACT:

The City will record the deposit in General Fund Account Number 010-115-0128-0000 for the separate bank account and in General Fund Account Number 010-241-0673-0000, a deferred revenue account, until final resolution of legal actions.

RECOMMENDATION:

Staff recommends that the City Council approve the form of the Measure U Escrow Agreement provided with this Report for use by any tank operator subject to payment of Measure U taxes.

MEASURE U ESCROW AGREEMENT

The parties to this agreement are the CITY OF RIALTO ("City") on the one hand, and PHILLIPS 66 COMPANY, S.F.P.P., L.P./KINDER MORGAN, EQUILON ENTERPRISES/SHELL PRODUCTS US, and TESORO PETROLEUM (collectively "Companies") on the other hand. "City" and "Companies" shall collectively constitute the "Parties" to this escrow agreement.

WHEREAS, on or around September 3, 2015 City issued tax assessment notices to Companies pursuant to Rialto Municipal Code § 5.04.028 (adopted as Measure U by the voters at the November 4, 2014 election), Rialto Ordinance No. 1556, and Rialto Resolution No. 6685; and

WHEREAS, Companies dispute the legality of the assessments issued on or around September 3, 2015 and have filed claims and appeals with City seeking refunds of the amount paid or to be paid by Companies to City for those assessments; and

WHEREAS, Companies have or will shortly pay under protest to City some or all of the amounts sought by City in those assessments, an amount expected to total in the millions of dollars; and

WHEREAS, page 11 of the City of Rialto Fiscal Year 2015/2016 Annual Budget states that "By law, if taxpayers pay the Measure U tax under protest, the funds will have to be held in escrow until a settlement agreement is reached"; and

WHEREAS, Companies' claims challenge the validity of the tax imposed by Measure U, and the legal resolution of Companies' claims is expected to take several years; and

WHEREAS, Companies have a collective concern that even if they should prevail in their litigation and obtain a judicial order granting their claims for refund, City might be unable to pay; and

WHEREAS, because of the foregoing, Companies were prepared to seek a judicial order seeking an escrow of the Measure U funds subject to Companies' claims in an escrow account that was segregated from City's General Fund and all other funds;

THE PARTIES DO HEREBY stipulate and agree as follows:

1. City agrees to place Measure U funds received from Companies in 2015, and in all subsequent years until this agreement is terminated by the Parties ("Measure U Funds" or "MUF"), in an escrow account which is separately segregated from City's General Fund and all other funds.
2. City further agrees that until this agreement is terminated by the Parties, it will not commingle the MUF with any other funds, spend the MUF, or encumber the MUF in any manner (including securing a loan with the MUF).
3. In consideration for City's segregation of the MUF and forbearance from spending or otherwise encumbering the MUF, Companies agree not to pursue their judicial remedies to impose a mandatory escrowing of Measure U Funds.
4. The Parties further agree that this agreement terminates upon the earliest of the following: either (1) a judgment that is final following the expiration of any time to seek further appellate review or final appellate determination of the claims raised by Companies ("final judgment") resolving all of the claims in City's favor; (2) City's payment of the full amount claimed by Companies as refunds due; or (3) if the final judgment orders only a partial refund, payment by City of the amount ordered to be refunded.
5. This agreement may be signed in counterpart originals, and facsimile or scanned PDF signatures shall be deemed to be original signatures.

Dated: September __, 2015

CITY OF RIALTO

By:_____

Print:_____

Dated: September __, 2015

PHILLIPS 66 COMPANY

By:_____

Print:_____

Dated: September 22, 2015

S.F.P.P., L.P./KINDER MORGAN

By: Gary L. Peim

Print: Gary L. Peim

Dated: September __, 2015

EQUILON ENTERPRISES, L.P./SHELL

By:_____

Print:_____

Dated: September __, 2015

TESORO PETROLEUM

By:_____

Print:_____

Dated: September __, 2015

CITY OF RIALTO

By: _____

Print: _____

Dated: September __, 2015

PHILLIPS 66 COMPANY

By: _____

Print: _____

Dated: September __, 2015

S.F.P.P., L.P./KINDER MORGAN

By: _____

Print: _____

Dated: September 22, 2015

EQUILON ENTERPRISES, L.P./SHELL

By: _____

Print: Wade Phillips, Sr. Tax Counsel

Dated: September __, 2015

TESORO PETROLEUM

By: _____

Print: _____

APPROVED AS TO FORM BY COUNSEL:

Dated: September __, 2015 ALESHIRE & WYNDER, LLP

By: FRED GALANTE
JUNE S. AILIN
Counsel for City of Rialto

Dated: September __, 2015 NIELSEN, MERKSAMER, PARRINELLO, GROSS & LEONI, LLP

By: KURT R. ONETO
CHRISTOPHER E. SKINNELL
Counsel for Phillips 66 Company

Dated: September __, 2015 REED SMITH, LLP

By: MARDIROS H. DAKESSIAN
JOHN L. SMITH
Counsel for S.F.P.P., L.P/Kinder Morgan

Dated: September 22, 2015 REED SMITH, LLP

By: MARDIROS H. DAKESSIAN
JOHN L. SMITH
Counsel for Equilon Enterprises, L.P./Shell

Dated: September __, 2015 MANATT, PHELPS & PHILLIPS, LLP

By: RONALD B. TUROVSKY
JEFFREY A. MANNISTO
Counsel for Tesoro Petroleum

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-621	Version:	1	Name:	TAB 7
Type:	Agenda Item			Status:	Agenda Ready
File created:	8/24/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Accept Public Improvements, Authorize the Recordation of a Notice of Completion, Approve Amendment No. 1 to the Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC, Authorize Reimbursement Payments to DCT Renaissance Rialto in the Amount of $1,141,808 related to the Construction of Public Improvements pursuant to the and Approve Budget Resolution No. 6836. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - DCT - DIF Fees Paid Exhibit B - Fully Executed - Construciton and Credit Agreement Exhibit C - Request for fee credits, bond release Exhibit D - RSP Fair Share Traffic Fee - List of Projects Exhbit E - Amendment No.1 to DCT Credit Agreement (executed by DCT) Exhbit F - Project Summary - Engineer vs Actual Cost - Exhibit G- Notice of Completion Exhibit H- Budget Reso				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant CA / Development Services Director

Request City Council to Accept Public Improvements, Authorize the Recordation of a Notice of Completion, Approve Amendment No. 1 to the Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC, Authorize Reimbursement Payments to DCT Renaissance Rialto in the Amount of $1,141,808 related to the Construction of Public Improvements pursuant to the and Approve Budget Resolution No. 6836.

(ACTION)

BACKGROUND:

On October 18, 2012, DCT Industrial Trust (DCT) submitted various planning and development applications for the proposed development of a 927,575 square foot distribution warehouse building on approximately 42 acres of land (Project) located on the southeast corner of Renaissance Parkway and Laurel Avenue (Site).

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On May 28, 2013, the City Council approved an Advance of Funds Agreement with DCT to reimburse the City for expenses related to negotiating a Development Agreement. DCT subsequently decided to forego a Development Agreement with the City regarding the Project.

On January 14, 2014, the City Council adopted Resolution No. 6381 approving Environmental Assessment Review No. 12-33, an Addendum to the previously certified Environmental Impact Report for the Renaissance Specific Plan. On January 27, 2014, the Design Review Committee established the Conditions of Approval and approved Precise Plan of Design 2264 for the development of the Project.

The conditions of approval require DCT to construct portions of Renaissance Parkway and Locust Avenue, both of which are SANBAG Nexus Study identified projects, as well as portions of the master planned storm drain and sewer line in Locust Avenue. These two public improvements projects are consistent with the master plans contained in the Renaissance Specific Plan. Additionally, the City conditioned DCT to construct a raised median in Renaissance Parkway. Collectively these master planned improvements are herein defined as the "Eligible Public Improvements."

Instead of negotiating a Development Agreement for the Project, DCT instead requested to enter into a Construction and Credit Agreement which would reimburse the cost to construct the Eligible Public Improvements.

Section 3.33.100 of the Rialto Municipal Code (Fee Credits) states that:

…if as a condition of approval of a development project a Developer constructs a public facility i *dentified in a Nexus Report for which a development impact fee is imposed, then the Developer shall be eligible to receive a fee credit toward the development impact fee imposed on the development project for the same type of public facility so constructed. "*

On April 23, 2014, DCT paid a total of $3,265,030 in Development Impact Fees (DIF), Fair Share Fees and Reimbursement Payments (Target DA) related to the Project (Exhibit A) and pulled its building permits. Of this amount, $2,307,476 was related to the payment of DIF for the Eligible Public Improvements.

On July 22, 2014, the City Council adopted Resolution 6607 approving a Construction and Credit Agreement (Exhibit B) by and between the City of Rialto and DCT Renaissance Rialto, LLC. Pursuant to the Construction and Credit Agreement, the City reimburses the Developer for the cost of constructing the Eligible Public Improvements, which include constructing and widening master planned roadways (*Renaissance Parkway and Locust Avenue*), construction of a raised median in Renaissance Parkway along the Project frontage, construction of a master-planned sanitary sewer line in Locust Avenue, and a portion of the master planned storm drain system in Locust Avenue.

When the Construction and Credit Agreement was approved, the estimated fee reimbursement was $1,026,200 as noted below:

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Request for Fee Credits (DCT Project

	DIF Fees Paid	Estimated Costs	% Eligible	Requested Reimbursement	(Note1) Max. Eligible Reimbursement
Nexus Study Streets	$ 1,048,200	$ 821,000			
Locust Street Section		$ 499,000	100%	$ 499,000	$ 499,000
Renaissance - Southern 1/2 Width)		$ 251,000	100%	$ 251,000	$ 251,000
Renaissance - Northern Travel Lane)		$ 71,000	100%	$ 71,000	$ 71,000
Locust Sewer Line	$ 77,708	$ 144,000	100%	$ 144,000	$ 77,700
Locust Storm Drain	$ 1,181,568	$ 76,000	100%	$ 76,000	$ 76,000
Renaissance - Median (Note 2)	$ 130,389	$ 103,000	50%	$ 51,500	$ 51,500
Totals	**$ 2,437,865**	**$ 1,144,000**		**$ 1,092,500**	**$ 1,026,200**

Notes:
1. Maximum eligible reimbursement cannot exceed the fee actually paid
2. Estimated cost without landscaping

ANALYSIS/DISCUSSION:

DCT has completed construction of the Project, including the Eligible Public Improvements and has leased approximately 600,000 square feet of the building to a third party logistics company. On February 27, 2015, DCT recorded a Notice of Completion for the Project. On July 8, 2015, DCT sent a letter (Exhibit C) requesting that the City accept all off-site public improvements as complete, release the performance bonds, and reimburse DCT for the cost of constructing the Eligible Public Improvements pursuant to the Construction and Credit Agreement.

Reimbursement Request

When the City Council approved the Construction and Credit Agreement, the staff report estimated the total reimbursement as $1,026,200. However, staff subsequently discovered an error related to the estimated costs to construct the southern half-width of Renaissance Parkway. Although the staff report indicated that the estimated cost to construct the southern half-width of Renaissance Parkway was $251,000, the actual construction cost estimate contained in Exhibit D of the Construction and Credit Agreement estimated this cost at $424,646, a difference of $173,646.

DCT's reimbursement request included costs for improvements to the intersection at Locust Avenue and Renaissance Parkway, including modifications to the traffic signal, which were not included in the Original Agreement. Signal modifications and intersection improvements to Locust Avenue and Renaissance Parkway are eligible improvements within the Renaissance Specific Plan Traffic Fee (RSPTF) Program. A copy of the eligible improvements under the RSPTF program is attached as Exhibit D.

The Developer paid a RSP Traffic Fee of $130,389 prior to the issuance of the building permits for the Project. The Developer is seeking a reimbursement of $60,732 for the hard and soft costs of the

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intersection and signal improvements at Locust Avenue and Renaissance Parkway. Because the Construction and Credit Agreement did not provide reimbursement for these improvements, an Amendment No.1 to the Construction and Credit Agreement was drafted to allow reimbursement for these improvements under the RSP Traffic Fee Program (Exhibit E).

Staff completed the review of the construction costs and invoices submitted by the Developer for reimbursement. The construction costs for the various public improvements are summarized below and the specific costs for these public improvements are contained in Exhibit F. The Public Works Department reviewed the construction costs for the improvements and determined them to be fair and reasonable. Based upon staff's review, the reimbursements due to the Developer for the actual construction costs total $1,141,808 as noted below:

PROJECT SUMMARY

Fee Credit Reconciliation (DCT Project)

	DIF FEES PAID	ORIGINAL ESTIMATED COSTS	APPROVED ELIGIBLE COSTS (BUDGETED)	REVISED CORRECTED ELIGIBLE COSTS (BUDGETED)	ACTUAL COSTS	ACTUAL ELIGIBLE FOR FEE CREDITS	ADDITIONAL BUDGET ADJUSTMENT
Traffic Related Improvements (250)	$ 1,048,200	$ 924,000	$ 872,500	$ 1,046,146	$ 908,497	$ 908,497	$ 35,997
Renaissance Parkway - South 1/2 Width		*$ 251,000* *	*$ 251,000*	*$ 424,646*	*$ 329,160*	*$ 329,160*	
Renaissance Parkway - North Travel Lane		$ 71,000	$ 71,000	$ 71,000	$ 120,362 ##	$ 120,362	
Renaissance Parkway – Median *		$ 103,000	$ 51,500 **	$ 51,500	$ 77,814 ***	$ 77,814	
Locust Avenue -		$ 499,000	$ 499,000	$ 499,000	$ 381,162	$ 381,162	
Locust Sewer Line (660)	$ 77,708	$ 144,000	$ 77,700	$ 77,700	$ 94,927	$ 77,708	$ 8
Locust Storm Drain (230)	$ 1,181,568	$ 76,000	$ 76,000	$ 76,000	$ 94,870	$ 94,870	$ 18,870
Construction of Master Planned Storm Drain		$ 76,000	$ 76,000	$ 76,000	$ 94,870	$ 94,870	
Locust Signal Modification (RSP TIF 301)	$ 130,389	$ -	$ -	$ -	$ 60,732	$ 60,732	$ 60,732
Signal Modifications		$ -	$ -	$ -	$ 60,732	$ 60,732	
Totals	$ 2,437,865	$ 1,144,000	$ 1,026,200	$ 1,199,846	$ 1,159,027	$ 1,141,808	$ 115,608

Notes:
* Original Estimate - ERROR
** 50% of the cost of the Median - (No Landscaping Included)
*** 50% of the cost of the Median - (With Hardscaping)
Additional Grind and Overlay done per direction of PW Director (Fuller)

The City Council previously budgeted a total of $1,026,200 to reimburse DCT for the cost of the Public Improvements; however, this figure was based upon the error in the estimated cost to construct the southern half-width of Renaissance Parkway which was understated by $173,646. Based upon the corrected cost, the City should have budgeted and expected to reimburse DCT $1,199,846.

Based upon the actual costs and reimbursement requested by DCT the City should reimburse DCT a total of $1,141,808. Because the City only budgeted $1,026,200 to reimburse DCT, the City Council will need to appropriate an additional $115,608.

Notice of Completion

DCT completed construction of the on-site and off-site improvements that were conditions of approval for the Project. DCT requested that the City accept for maintenance the public improvements constructed as required by Parcel Map 19424 and PPD 2264. The Public Works Director/City Engineer should execute and file the Notice of Completion at the County Recorder's

Office (Exhibit G) and the City should accept these improvements for future maintenance.

ENVIRONMENTAL IMPACT:
On January 14, 2014, the City Council adopted Resolution 6381, which approved an Addendum to the previously certified Environmental Impact Report for the Renaissance Specific Plan for the DCT Project (the "Addendum"). The Notice of Determination for the Project was filed on January 15, 2014. The construction of the on-site private and off-site public improvements were reviewed and considered by this previous environmental review.

The proposed action to approve the final accounting and reimbursement due the Developer pursuant to the Construction and Credit Agreement is an administrative or fiscal action of the legislative body, which is not a "project" as defined by CEQA. According to Section 15378(b), a project does not include organization or administrative activities of governments that will not result in direct or indirect changes in the environment. The proposed action will not result in any direct or anticipated change to the environmental that was not previously analyzed under the Addendum. No further environmental review is warranted.

GENERAL PLAN CONSISTENCY:
The City of Rialto has identified several goals and objectives within the City's recently adopted General Plan through which the City looks to improve the community. The proposed action to acquire right-of-way is consistent with the following goals and objectives contained in the General Plan:

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

LEGAL REVIEW:
The City Attorney reviewed and approved the staff report, Amendment No. 1 to the Construction and Credit Agreement, and the Resolution.

FINANCIAL IMPACT:
On July 22, 2014, the City Council approved Budget Resolution 6608, which appropriated a total of $1,026,200 for the reimbursements under the Construction and Credit Agreement with DCT. Based upon the final reconciliation of the construction costs for the Eligible Public Improvements, the total reimbursement due Developer is $1,141,808. Based upon the original budget appropriation, the City Council must approve the appropriation and expenditure of the additional $115,608 to DCT because it was not budgeted in the City's FY 15/16 Budget. Staff recommends that the City Council approve a Budget Resolution amending the FY 15/16 Budget to increase appropriations as noted below:

Development Impact Fee	Fund Account No.	Public Improvements	Budgeted	Eligible Costs	Additional Appropriation
Storm Drain	230-500-4720-3001	Storm Drain - Locust Avenue	$ 76,000	$ 94,870	$ 18,870
Regional Traffic	250-500-4312-3001	Renaissance Pkwy/Locust Avenue	$ 872,500	$ 908,497	$ 35,997
Wastewater Collection	660-500-7150-3001	Sewer Line - Locust Avenue	$ 77,700	$ 77,708	$ 8
RSP Traffic Impact Fee	301-500-	Signal Modification - Locust Ave	$ -	$ 60,732	$ 60,732
		Total	$ 1,026,200	$ 1,141,808	$ 115,608

The Finance Department will add the new improvements to the City's fixed asset system in compliance with Governmental Accounting Standard Board (GASB) 34 *Standards for Financial Reporting of Infrastructure Assets.* Staff will update the street in the City's pavement management system accordingly.

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the Public Works Director/City Engineer to execute and file the Notice of Completion (Exhibit G) at the County Recorder's Office.

2. Accept for maintenance, those Public Improvements constructed on behalf of the City of Rialto by DCT Renaissance Rialto, LLC, required by Parcel Map 19424, PPD 2264, and pursuant to the Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC.

3. Approve Amendment No. 1 to the Construction and Credit Agreement (Exhibit E) and Authorize the Mayor or her designee to execute the Amendment No 1 on behalf of the City

4. Authorize the reimbursement payment in the amount of $1,141,808 to DCT Renaissance Rialto, LLC pursuant to the Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC, as amended.

5. Approve a Budget Resolution Amending the FY15/16 by increasing appropriations in the Storm Drain Fund Account No. 230-500-4720-3001 in the amount of $18,870, increasing appropriations in the Regional Traffic Fund Account No. 250-500-4312-3001 in the amount of $35,997, increasing appropriations in the Wastewater Collection Fund Account No. 660-500-7150-3001 in the amount of $8.00, and increasing appropriations in the RSP Traffic Impact Fair Share Fund Account 301-500-4312-3001 in the amount of $60,732.

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2013-2729

EXHIBIT A

Developer:	DCT INDUSTRIAL			Date:	4/23/2014
Address:	RENAISSANCE PARKWAY			PPD:	2264
Phone:				Tract	
Project Location:	RENAISSANCE PARKWAY / LAUREL AND LOCUST			Lot # :	
Type of Construction:	[ ] - Residential	[ ] - Multi-Family	[ ] - Commercial	[X] - Industrial	
Proposed Use:	HIGH-CUBE WAREHOUSE	SQUARE FOOTAGE	927,575	LOT SIZE	42.17 ACRES
		- WAREHOUSE	887,575		
CITY WATER / SEWER	[ ]	- OFFICE	40,000		
		- MEZZANINE	0		
OTHER WATER DISTRICT	[X] Fontana Water				

DIF Fund Account	Description of Fee			NOTES
210-400-4760-7639	Park Facilities Land Use Fee:	$	-	NO FEE
220-400-8348-7679	Open Space Land Use Fee:	$	111,309.00	
	Water Meter Fees: Size _____X_____ _____X_____	$	-	
	Water Meter Deposit Fees: Size _____X_____	$	-	
230-400-4720-7662	Storm Drainage Land Use Fee:	$	1,181,568.22	
270-400-4315-7679	Library Building land Use Fee:	$	-	NO FEE
	Sewer Service Deposit (outside city water district):	$	-	NO FEE
250-400-4314-7679	Street Medians Land Use Fee:	$	18,551.50	
	Fire Service Development Fees: Sizes 1' - 10"	$	-	NO FEE
250-400-4312-7679	Regional Traffic Fee:	$	1,048,159.75	
270-400-2147-7679	General Facilities Land Use Fee:	$	56,582.08	
660-400-7860-7703	Wastewater Collection Land Use Fee:	$	77,708.40	
660-400-7860-7705	Wastewater Treatment Land Use Fee:	$	215,336.25	
218-400-6282-7679	Law Enforcement Land Use Fee:	$	30,127.64	
217-400-5176-7679	Fire Facilities Land Use Fee:	$	38,601.03	
670-400-7960-7679	Water Facilities Land Use Fee:	$	-	NO FEE
DIF TOTAL:		**$**	**2,777,943.87**	
OTHER FAIR SHARE FEES				
301-241-0401-0001	Renaissance Specific Plan/EIR Fee*	$	121,196.58*	
301-241-0401-0000	Renaissance Specific Plan Traffic Faire Share Fee	$	130,389.22*	
301-241-0401-0000	Northbound right turn Baseline and Alder	$	-	
301-241-0401-0000	Traffic Signal - Baseline and Laurel	$	25,250.00*	
FAIR SHARE FEES TOTAL		**$**	**276,835.80**	
OTHER REIMBURSEMENT PAYMENTS				
010-241-0617-0000	Reimbursement - Traffic Signal @ Ren. Pkway/Laurel (Target DA)	$	43,750.00*	
010-241-0617-0000	Reimbursement for Laurel Avenue Right-of-Way (Target DA)	$	166,500.00	
OTHER REIMBURSEMENTS TOTAL		**$**	**210,250.00**	
TOTAL ALL PAYMENTS		**$**	**3,265,029.66**	

Recommended By: _____ Date: _____

Approved By: _____ Date: _____

EXHIBIT A

EXHIBIT A

Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
04212014	4/21/2014		IMPACT FEES TO CITY	547,269.25	0.00	547,269.25

Payor:	DCT Property Management LLC	Date	Check No.	Check Amount
Payee:	City of Rialto	4/21/2014	122340	547,269.25

Retain this statement for your records

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

DCT Property Management LLC
Property Operating Account
518 17th Street, Suite 800
Denver, CO 80202

US Bank
950 17th St 3rd Floor
Denver, CO 80202

24-84
1230

PAY

Date: 4/21/2014
Check No: 122340
Check Amount: **$547,269.25**

Five Hundred Forty Seven Thousand Two Hundred Sixty Nine AND 25/100 Dollars

To the order of

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

City of Rialto

150 S Palm Avenue
Rialto, CA 92367

⑈122340⑈ ⑆123000848⑆ 1539106102340⑈ APR 23 2014

BY:

Invoice	Date	P.O. Num	Reference	Amount	Discount	Net
04162014	4/16/2014		IMPACT FEES TO CITY	2,717,760.41	0.00	2,717,760.41

Payor:	DCT Property Management LLC	Date	Check No.	Check Amount
Payee:	City of Rialto	4/16/2014	122150	2,717,760.41

Retain this statement for your records

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

DCT Property Management LLC
Property Operating Account
518 17th Street, Suite 800
Denver, CO 80202

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1230

PAY

Date: 4/16/2014
Check No: 122150
Check Amount: **$2,717,760.41**

Two Million Seven Hundred Seventeen Thousand Seven Hundred Sixty AND 41/100 Dollars

To the order of

VOID IF NOT CASHED WITHIN 180 DAYS WITHIN DATE OF ISSUE

City of Rialto

150 S Palm Avenue
Rialto, CA 92367

⑈122150⑈ ⑆123000848⑆ 1539106102340⑈

DEVELOPMENT IMPACT FEE CALCULATIONS

DCT INDUSTRIAL **PPD** **2264**

Site Address:	Improved Area Lot Size		Improvements Sq. Footage		Frontage
Renaissance btwn Laurel & Locust	42.17	ac	927575	sf	1320
		Ware	887575	sf	
		Office	40000	sf	

Impact Fee Category	Agency	Unit		Fee/Unit	Total Fee	Fee Assessed	
City of Rialto Impact Fees							Notes
Fire Facilities	City of Rialto	927.575	tsf	$ 41.62	$ 38,601.03	$ **38,601.03**	
Fire Service Development Fees (4", 6", 8", 10")	City of Rialto				NA		FONTANA
General Facilities	City of Rialto	927.575	tsf	$ 61.00	$ 56,582.08	$ **56,582.08**	
Law Enforcement	City of Rialto	927.575	tsf	$32.48	$ 30,127.64	$ **30,127.64**	
Open Space	City of Rialto	927.575	tsf	$ 120.00	$ 111,309.00	$ **111,309.00**	
Storm Drain	City of Rialto	*42.170*	*ac*	$ 22,212.77	*$ 936,712.41*		
		927,575	**sf**	$ 1,273.83	$ **1,181,568.22**	$ **1,181,568.22**	Note 1
Street Medians	City of Rialto	927.575	tsf	$20.00	$ 18,551.50	$ **18,551.50**	
Transportation Facilities Fee	City of Rialto	927,575	sf	$ 1.13	$ 1,048,159.75	$ **1,048,159.75**	Note 2
Water Facilities	BY OTHERS				NA		FONTANA
Wastewater Collection	City of Rialto	1320	lff	$ 58.87	$ 77,708.40	$ **77,708.40**	Note 3
Wastewater Connection - Warehouse Use	City of Rialto	887.575	tsf	$ 205.5375	$ 182,429.95	$ **182,429.95**	Note 4
Wastewater Connection - Office Use	City of Rialto	40	tsf	$ 822.66	$ 32,906.30	$ **32,906.30**	
Total City Development Impact Fees				$ 2.99		$ **2,777,943.87**	
Fair Share Fees:							
Renaissance Specific Plan/EIR Fee*		42.17	ac	$2,874	$ 121,197	$ **121,196.58**	Note 5
Renaissance Specific Plan Traffic Faire Share Fee		927,575	tsf	140.57	$ 130,389	$ **130,389.22**	Note 6
Traffic Signal - Baseline and Laurel			10.1%	$ 250,000	$ 25,250.00	$ **25,250.00**	
Northbound right turn Baseline and Alder			5.90%	$ 200,000	$ 11,800.00	$ -	Note 7
TotalFair Share Fees						$ **276,835.80**	
Other Fair Share Reimbursements (TARGET DA)							
Reimbursement - Traffic Signal @ Ren. Pkway/Laurel (Target DA)			25%	$ 175,000.00	$ 43,750.00	$ **43,750.00**	
Reimbursement for Laurel Avenue Right-of-Way (Target DA)				$ 166,500	$ 166,500	$ **166,500.00**	
TOTAL DIF AND FAIR SHARE FEES TO BE ASSESSED				$ 3.52		$ **3,265,029.66**	

Recommended By: _____ Date: 4/23/2014

Approved By: _____ Date: _____

Notes

1 Drainage fee is assessed upon the higher of the Square Footage rate and acreage rate.

2 Transportation Fee is based upon the High-Cube Warehouse Rate at prior rate of $0.54- Subject to City Council Ratification

3 Wastewater Collection Fee may be credit or waived if Developer installs and extend sewer line which serve others.

4 Wastewater Connection (Treatment) based upon Warehouse Rate and 40,000 sf of Office

5 Project is located within the Renaissance Specific Plan Area and subject to SP/EIR Fair Share Fee

6 Project is within Renaissance SP Area. Project is subject to fair share traffic mitigation required in per RSP TIA/EIR.

7 Turn Lane is part of widening of Baseline which is project in Regional Traffic Fee .

Difference $547,269.25

DEVELOPMENT IMPACT FEE CALCULATIONS

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7 Turn Lane is part of widening of Baseline which is project in Regional Traffic Fee .

Difference $ 547,269.25

RECEIVED
APR 23 2014
By _____

CITY OF RIALTO
Permit Receipt
RECEIPT NUMBER 00042534

Account name: 016506
Date: 4/24/2014

Applicant: DCT RE3NAISSANCE RIALTO LLC

Group: dsdjdutrey

Address: 12 CORPORATE PLZ
NEWPORT BEACH, CA 92660

Receipt Amount 2,777,943.87

Customer Balances:

Type: check # 122150 & 122340

On Account 0.00

Description: PPD 2264

Amount Due 0.00

Two checks from DCT Property Management

Permit Number	Fee Description	Amount	
2013-2729	Open Space Impact	111,309.00	open
2013-2729	Storm Drainage Impact	1,181,568.22	storm
2013-2729	Street Medians Impact	18,551.50	median
2013-2729	Traffic Impact Fee	1,048,159.75	traimp
2013-2729	General Facilities Impact Fee	56,582.08	gimpct
2013-2729	Wastewater Collection Impact	77,708.40	waste
2013-2729	Wastewater Treatment Impact	215,336.25	treat
2013-2729	Law Enforcement Impact	30,127.64	law
2013-2729	Fire Facilities Impact	38,601.03	fire
	Valuation 2013-2729: ##########		
	Total:	2,777,943.87	

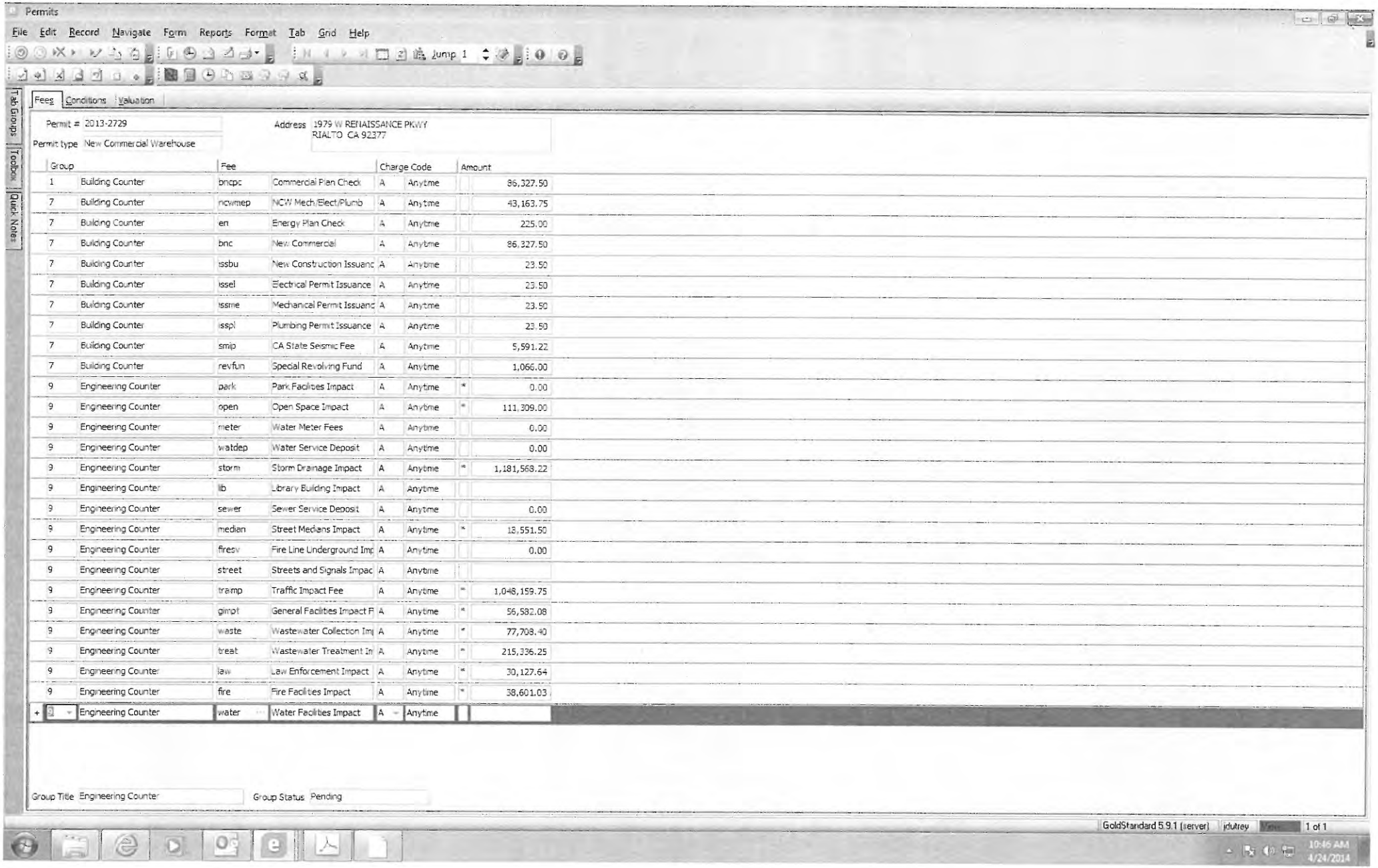
Permits
File Edit Record Navigate Form Reports Format Tab Grid Help
Jump 1
Fees Conditions Valuation
Permit # 2013-2729
Permit type New Commercial Warehouse
Address 1979 W RENAISSANCE PKWY
RIALTO CA 92377
Group Fee Charge Code Amount
1 Building Counter bncpc Commercial Plan Check A Anytme 86,327.50
7 Building Counter ncwmep NCW Mech/Elect/Plumb A Anytme 43,163.75
7 Building Counter en Energy Plan Check A Anytme 225.00
7 Building Counter bnc New Commercial A Anytme 86,327.50
7 Building Counter issbu New Construction Issuanc A Anytme 23.50
7 Building Counter issel Electrical Permit Issuance A Anytme 23.50
7 Building Counter issme Mechanical Permit Issuanc A Anytme 23.50
7 Building Counter isspl Plumbing Permit Issuance A Anytme 23.50
7 Building Counter smip CA State Seismic Fee A Anytme 5,591.22
7 Building Counter revfun Special Revolving Fund A Anytme 1,066.00
9 Engineering Counter park Park Facilities Impact A Anytme * 0.00
9 Engineering Counter open Open Space Impact A Anytme * 111,309.00
9 Engineering Counter meter Water Meter Fees A Anytme 0.00
9 Engineering Counter watdep Water Service Deposit A Anytme 0.00
9 Engineering Counter storm Storm Drainage Impact A Anytme * 1,181,568.22
9 Engineering Counter lib Library Building Impact A Anytme
9 Engineering Counter sewer Sewer Service Deposit A Anytme 0.00
9 Engineering Counter median Street Medians Impact A Anytme * 13,551.50
9 Engineering Counter firesv Fire Line Underground Imp A Anytme 0.00
9 Engineering Counter street Streets and Signals Impac A Anytme
9 Engineering Counter tramp Traffic Impact Fee A Anytme * 1,048,159.75
9 Engineering Counter gimpf General Facilities Impact F A Anytme * 56,582.08
9 Engineering Counter waste Wastewater Collection Imp A Anytme * 77,708.40
9 Engineering Counter treat Wastewater Treatment Im A Anytme * 215,336.25
9 Engineering Counter law Law Enforcement Impact A Anytme * 30,127.64
9 Engineering Counter fire Fire Facilities Impact A Anytme * 38,601.03
Engineering Counter water Water Facilities Impact A Anytme
Group Title Engineering Counter
Group Status Pending
GoldStandard 5.9.1 [server] jdutrey
1 of 1
10:46 AM
4/24/2014

EXHIBIT A

CITY OF RIALTO
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RECEIPT NUMBER 00042534

Account name: 016506
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	Valuation 2013-2729: ##########		
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CONSTRUCTION AND CREDIT AGREEMENT

DEVELOPMENT IMPACT FEE PROGRAM

[DCT RENAISSANCE RIALTO LLC – PARCEL MAP 19424]

This CONSTRUCTION AND CREDIT AGREEMENT ("Agreement") is entered into this 22nd day of July, 2014, by and between the City of Rialto, a California municipal corporation ("City"), and DCT RENAISSANCE RIALTO LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer is proposing to develop an approximately 42.1 acres of unimproved real property located between Laurel Avenue and Locust Avenue south of Renaissance Parkway in the City of Rialto, County of San Bernardino, State of California and more specifically described in the legal description set forth in Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from City certain entitlements and/or permits for the construction of improvements on the Property, including a 927,525 square foot distribution warehouse, which are more particularly described as Precise Plan of Design ("PPD") 2264, Tentative/Final Parcel Map 19424, Conditional Permit 716, and Environmental Assessment 12-33 (collectively, the "Project");

WHEREAS, as a condition to City's approval of the Project, City has required Developer to construct certain public works of improvement, including street improvements to Locust Avenue and Renaissance Parkway, sewer line improvements along Locust Avenue, and storm drain improvements along Locust Avenue and Renaissance Parkway (collectively, the "Improvements") as described on the approved plans and specifications attached hereto as Exhibit "B" (such plans and specifications, with any changes approved by City and Developer, are collectively referred to herein as the "Plans and Specifications");

WHEREAS, Chapter 3.33 of the Rialto Municipal Code establishes development impact fees ("DIF Fees") to finance public facilities in furtherance of the goals and objectives of the city's general plan, various facility master plans, capital improvement plans, and the Nexus Reports described in Section 3.33.030, as they may be amended from time to time (collectively, "Nexus Reports"). The imposition of development impact fees ensures that new development in the city bears its proportionate share of the cost of public facilities necessary to accommodate such development, which thereby promotes and protects the public health, safety, and welfare.

WHEREAS, City requires Developer to pay the DIF Fees as a condition of approval for the Project, and Developer has paid a total of $2,777,943.87 in DIF Fees for the Project;

WHEREAS, Pursuant to Section 3.33.100 of the Rialto Municipal Code, Developer may be eligible to receive and the City may grant credit towards the DIF Fees for certain eligible public facilities constructed by Developer identified in the Nexus Reports. The amount of the fee credit shall not exceed the amount of the DIF Fees;

WHEREAS, City and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely construction and completion of the Improvements, (2) to ensure that construction of the Improvements is undertaken in accordance with the Plans and Specifications, and (3) to provide a means by which the Developer's costs for construction of the Improvements is offset against Developer's obligation to pay the applicable DIF Fees for the Project in accordance with the Nexus Reports.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

TERMS

1.0 Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of Improvements. Developer shall construct or have constructed, at its own cost and expense, the Improvements in accordance with the Plans and Specifications. Developer (or its contractors) shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Improvements.

2.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Improvements until all Plans and Specifications for the Improvements have been submitted to and approved by City. Approval by City shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 Permits and Notices. Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Improvements and performance of Developer's obligations under this Agreement. Developer (through its contractors) shall conduct the work in full compliance with the regulations, rules, and other requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.

2.3 Public Works Requirements . Developer shall ensure that the construction of the Improvements is undertaken as if such Improvements were constructed under the direction and authority of City. Thus, without limitation, Developer shall comply with all of the following requirements with respect to the construction of the Improvements:

(a) Developer shall obtain bids for the construction of the Improvements, in conformance with the standard procedures and requirements of City with respect to its public works projects, or in a manner which is approved by the City Engineer. The contract or contracts for the construction of the Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Improvements.

(b) Developer's General Contractor for the construction of the Improvement shall require that the General Contractor pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

(c) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Improvements which they will construct in conformance with Section 13.0 of this Agreement.

2.4 Compliance With Plans and Specifications. The Improvements shall be completed in accordance with the Plans and Specifications as approved by City.

2.5 Standard of Performance. Developer and its contractors shall perform all work required, constructing the Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 Alterations to Improvements. All work shall be done and the Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

3.0 Maintenance of Improvements. City shall not be responsible or liable for the maintenance or care of the Improvements until such Improvements are accepted by City. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all of the Improvements in a state of good repair until they are completed by Developer and accepted by City, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance, except to the extent such damage or injury is caused by the negligence or willful misconduct of City, its elected officials, employees and/or agents.

4.0 Fees and Charges. Developer shall, at its sole cost and expense, pay all fees, charges, and taxes arising out of the construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by City.

5.0 City/County Inspection of Improvements. Developer shall, at its sole cost and expense, and at all times during construction of the Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Improvements and areas where construction of the Improvements is occurring or will occur.

6.0 Liens. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the Improvements, Developer shall provide to City such evidence or proof as City shall reasonably require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the Improvements, have been paid, and that no claims of liens have been recorded by or on behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to City a title insurance policy or other security reasonably acceptable to City guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of Improvements; As-Built or Record Drawings. If the Improvements are completed by Developer in accordance with the Plans and Specifications, City shall accept the Improvements. City may, in its reasonable discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements. Upon the total or partial acceptance of the Improvements by City, Developer shall file with the Recorder's Office of the County of San Bernardino a notice of completion for the accepted Improvements in accordance with California Civil Code section 3093 ("Notice of Completion"), at which time the accepted Improvements shall become the sole and exclusive property of City without any payment therefor. Notwithstanding the foregoing, City may not

accept any Improvements (or the applicable portion thereof) unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Improvements (or the applicable portion thereof). The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Improvements, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective portion of the Improvements, in accordance with the Plans and Specifications. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost and expense of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 Administrative Costs. If Developer fails to construct and install all or any part of the Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.

10.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation or code by Developer or its contractor, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) business days of the Notice and diligently proceed to the completion of the cure. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof and diligently proceed to the completion of the cure. Immediately upon City's issuance of the Notice and Developer's failure to timely cure the same, Developer and its surety shall be liable to City for all costs of construction and installation of the Improvements and all other administrative costs expenses as provided for in Section 9.0 of this Agreement.

10.2 Failure to Remedy; City/County Action. If the work required to remedy the noticed default or violation is not commenced within the time required under Section 10.1 of

this Agreement and diligently prosecuted to completion, City may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its reasonable discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost and expense of Developer and its surety, without the necessity of giving any further notice to Developer or surety. In the event City elects to complete or arrange for completion of the remaining work and the Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

10.3 Other Remedies. No action by City pursuant to this Section 10.0 *et seq.* of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise it rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance.

11.0 Security; Surety Bonds. Prior to the commencement of any work on the Improvements, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below or, at the City's request, in lieu of surety bonds, a letter of credit or letters of credit by a banking institution with a rating to be reasonably approved by the City and terms to be reasonably approved by the City ("Security"). The amount of the Security shall be based on the estimated actual costs (the "Estimated Costs") to construct the Improvements, as reasonably determined by City after Developer has awarded a contract for construction of the Improvements to the lowest responsive and responsible bidder in accordance with this Agreement. If City determines, in its reasonable discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by City. Developer's compliance with this Section 11.0 *et seq.* of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.

11.1 Performance Bond. To guarantee the faithful performance of the Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in Section 10.0 et seq. of this Agreement, and to secure the Warranty of the Improvements, Developer or its contractor shall provide City a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its reasonable discretion, partially release a portion or portions of the security provided under this section as the Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than twenty percent (20%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, provided that Developer is not in default on any provision of this Agreement.

11.2 Labor & Material Bond. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Improvements and this Agreement, Developer or its contractor shall provide City a labor and materials bond in an amount which sum shall not be less than one

hundred percent (100%) of the Estimated Costs. The security provided under this section shall be released by City six (6) months after the date City accepts the Improvements.

11.3 Additional Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Improvements, or the Plans and Specifications shall in any way affect its obligation on the Security.

11.4 Evidence and Incorporation of Security. Evidence of the Security shall be provided on the forms set forth in Exhibit "C," unless other forms are deemed reasonably acceptable by the City, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.0 Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence or willful misconduct of Developer in connection with the performance of this Agreement ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all reasonable legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

13.0 Insurance.

13.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than Two Million Dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage.

13.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 Deductibles. Any deductibles or self-insured retentions must be declared to and reasonably approved by City in the exercise of its reasonable discretion. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

13.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

13.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

13.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

13.8 Mutual Waiver of Subrogation. Without any limitations on Developer's indemnification under Section 12.0, Developer and City mutually waive their respective rights of recovery against each other and each other's officers, directors, constituent partners, agents and employees, to the extent any loss is covered by fire, extended coverage, and other property insurance policies required to be carried under this Agreement or otherwise carried by the waiving party, and the rights of the insurance carriers of such policy or policies to be are subrogated to the rights of the insured under the applicable policy. Each party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

14.0 DIF Fees Credit.

14.1 Developer's DIF Fees Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay (and has paid) to City for the DIF Fees for the Project is Two Million Seven Hundred Seventy-seven Thousand Nine Hundred Forty-three and 87/100 Dollars ($2,777,943.87) ("DIF Fees Obligation"). Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the DIF Fees in accordance with City's Municipal Code. In addition, Developer agrees and acknowledges that Developer's final DIF Fees Obligation for the Project shall be calculated at the time provided in and in accordance with the provisions of the Municipal Code and/or resolutions in effect at such time.

As of the date of this Agreement, Developer has paid to City the entire amount of the DIF Fees Obligation. The amount of the Actual Credit determined pursuant to this Section 14 shall be applied as a refund to Developer from the DIF Fees previously paid.

14.2 Credit Offset Against DIF Fees Obligation. In consideration for Developer's obligation under this Agreement to construct the Improvements, a credit shall be applied by City to offset the DIF Fees Obligation ("Estimated Credit"). The Estimated Credit is Eight Hundred Twenty-one Thousand Two Hundred Dollars ($821,200) for the Transportation Facilities Fee; Seventy-seven Thousand Seven Hundred Dollars ($77,708) for the Wastewater Collection Fee; and Seventy-six Thousand Seventy-eight Dollars ($76,078) for the Storm Drain Fee. The estimated cost of the Improvements is set forth on Exhibit "D" ("Estimated Costs"). The Estimated Credit shall be based on the Estimated Costs and shall be subject to adjustment and reconciliation under Section 14.3 of this Agreement. Developer hereby agrees that the amount of the Estimated Credit shall be applied after Developer has awarded a contract for

construction of the Improvements to the lowest responsible bidder in accordance with this Agreement. The amount of the Estimated Credit shall be equal to the lesser of (A) the bid amount set forth in the contract awarded to the lowest responsible bidder plus the related allowable eligible costs not subject to bid, or (B) the cost assumptions for the Improvements in effect at the time of the contract award, as such assumptions are identified and determined in the applicable Nexus Report.

14.3 Reconciliation; Final Offset Against DIF Fees Obligation. Upon acceptance of the Improvements by City, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate the total actual costs incurred by Developer in constructing the Improvements ("Verified Costs"). The actual amount of Credit that shall be applied by City to offset the DIF Fees Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the Improvements as determined in accordance with Section 14.2 of this Agreement (collectively "Actual Credit"). City shall refund to Developer the amount of the Actual Credit for each respective DIF Fee category, not to exceed the amount of the DIF Fees paid in that category.

14.4 Limits to DIF Funding. Notwithstanding anything to the contrary in this Section 14, the following limits apply with respect to credit and reimbursement of DIF Fees:

14.4.1. Soft Costs. The City Engineer shall, in his/her sole discretion, determine the amount of reasonable soft costs eligible for reimbursement via the credit program or otherwise. Such amounts may include the reasonable soft costs of the City related to the improvements. The amount shall not exceed fifteen percent (15%) of the amount eligible for reimbursement. The City Engineer may, in his/her sole discretion, reduce or disallow reimbursement for any costs the City Engineer finds excessive or unreasonable.

14.4.2 DIF Categories. Developer acknowledges that DIF Fees are imposed in various separate categories to fund specific public facilities identified in the applicable Nexus Reports. Credit against DIF Fees may only be applied for eligible improvements identified in the specific DIF category. As an example, if Developer constructs a street improvement that is eligible for credit against the Transportation Facilities Fee, Developer shall not receive credit against the Storm Drain Fee for the street improvement.

15.0 Miscellaneous.

15.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property, provided that City hereby agrees that a copy of the deed or conveyance document shall be sufficient proof. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement in the form attached hereto as Exhibit "E".

15.2 Relationship Between the Parties. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency

between City and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

15.3 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 Property Ownership; Effectiveness. Not applicable; intentionally deleted.

15.5 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Manager
Fax No.

To Developer:
DCT Renaissance Rialto LLC
C/O DCT INDUSTRIAL TRUST
518 17th Street, Suite 800
Denver, CO 80202-4124
Attn:
Fax No.

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by recognized overnight courier, the next business day; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be reasonably necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise

specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.10 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

15.11 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.13 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.14 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.16 Entire Agreement. This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

DCT RENAISSANCE RIALTO LLC,
a Delaware limited liability company

By:

By: _____

Name: Tarri L. Alen

Title: Vice President

CITY:

City of Rialto, a California municipal corporation

By: _____

Name: Michael E. Story

Title: City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 OF PARCEL MAP 19424, IN THE CITY OF RIALTO, COUNTY OF SAN BERANRDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 242, PAGES 20 THROUGH 22, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 0240-211-39

EXHIBIT "B"

PLANS AND SPECIFICATIONS

[ATTACHED BEHIND THIS PAGE]

EXHIBIT B

EXHIBIT "C"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS the City of Rialto has executed an agreement with DCT Renaissance Rialto LLC (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Credit and Construction Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Rialto in the sum of _____ ($_____), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 2014.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission Expires _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _____
INITIAL PREMIUM: _____
SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS the City of Rialto has executed an agreement with DCT Renaissance Rialto LLC (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Credit and Construction Agreement dated _____, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, _____, as Principal and _____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Rialto and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of _____ ($_____), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to

such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430 or 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work.

IN WITNESS WHEREOF, we have hereto set our hands and seals this ____ day on _____, 2014.

_____
Principal

By: _____
President

_____
Surety

By: _____
Attorney-in-Fact

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On this ____ day of _____, in the year _____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (surety) and acknowledged to me that he subscribed the name of the _____ (surety) thereto and his own name as Attorney-in-Fact.

_____
Notary Public in and for said State

(SEAL)

My Commission Expires _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as principal in the attached bond, that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

_____
Signature

_____
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "D"

ESTIMATED COSTS

[ATTACHED BEHIND THIS PAGE]

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - LOCUST AVE.
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC.
Engineer: SM&O
Phone No.: 951 695-9600
Drawing No.:

Planning Case #: RPDR 2264
TM No./PM No.: PM 19124
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
5" Curb Only		LF	$ 14.70	$ -
8" Curb And Gutter	1,341	LF	$ 15.00	$ 20,479.50
8" Curb Only		LF	$ 15.00	$ -
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk	6,347	SF	$ 5.95	$ 41,334.65
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR	664	SF	$ 10.75	$ 7,138.00
Handicap Ramp		EA	$ 2,390.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (63,134 SF) (144lbs/CF)	2,083	Ton	$ 100.00	$ 208,300.00
*AC Pavement/Native 8"		SF	$ 1.75	$ -
Aggregate Base 7" (63,134 sf) (120lbs/CF)	2,762	Ton	$ 40.00	$ 110,480.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	850	SF	$ 0.90	$ 765.00
Fog Seal	63,084	SF	$ 0.03	$ 40,309.92
Preparation of Subgrade	63,134	SF	$ 0.36	$ 22,728.24
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs		EA	$ 297.50	$ -
Stop Sign		EA	$ 358.00	$ -
Grade Marker		EA	$ 89.50	$ -
Saw Cut		LF	$ 4.15	$ -
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal		SF	$ 0.72	$ -
Street Tree		EA	$ 416.50	$ -
Street Light	6	EA	$ 6,810.00	$ 40,860.00
Remove Street Light		EA	$ 1,703.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping	3,110	LF	$ 0.48	$ 1,492.80
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.80	$ -
Cold Mill ($35,000.00 - $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				$ 498,887.81

*$100/Ton AC
$40/Ton AB

EXHIBIT B

EXHIBIT B

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE
STORM DRAIN IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: _____ Planning Case #: _____

Engineer: _____ TM No /PM No.: _____

Phone No: _____ Date: _____

Drawing No.: _____

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
54" RCP And Over		LF	$ 446.00	$ -
66" RCP		LF	$ 397.00	$ -
60" RCP		LF	$ 363.00	$ -
54" RCP		LF	$ 329.00	$ -
48" RCP		LF	$ 295.00	$ -
42" RCP		LF	$ 261.00	$ -
36" RCP	112	LF	$ 227.00	$ 25,424.00
30" RCP		LF	$ 193.00	$ -
24" RCP	115	LF	$ 159.00	$ 18,285.00
18" RCP		LF	$ 113.00	$ -
Catch Basin - 7'	1	EA	$ 6,240.00	$ 6,240.00
Catch Basin - 14'	1	EA	$ 11,350.00	$ 11,350.00
Catch Basin - 22'		EA	$ 17,025.00	$ -
Catch Basin - 28'		EA	$ 24,070.00	$ -
Junction Structure		EA	$ 3,837.00	$ -
Manhole No. 2	2	EA	$ 5,675.00	$ 11,350.00
Local Depression	2	EA	$ 1,192.00	$ 2,384.00
Concrete Collar		EA	$ 2,980.00	$ -
Drainage Inlet Structure		EA	$ 6,810.00	$ -
Drainage Outlet Structure		EA	$ 2,980.00	$ -
Transition Structure (DW6 #412)		EA	$ 1,790.00	$ -
Grate Inlet Structure		EA	$ 2,385.00	$ -
Parkway Culvert		FA	$ 1,430.00	$ -
Headwall (LA STD)		EA	$ 953.00	$ -
Crushed Rock for Rip Rap.	22	CY	$ 47.50	$ 1,045.00
Concrete Collar		CY	$ 834.00	$ -
Adjustment Manhole to FG		LS	$ 715.00	$ -
Connect to Existing MH		LS	$ 2,385.00	$ -
Reinforced Concrete		CY	$ 953.00	$ -
Storm Drain Improvement (Off Site) Subtotal				**$ 76,078.00**

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE
SANITARY SEWER IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: _____ Planning Case #: _____
Engineer: _____ TM No./PM No.: _____
Phone No.: _____ Date: _____
Drawing No.: _____

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
Manhole - 60" DIA		EA	$ 5,960.00	$ -
Manhole - 48" DIA	6	EA	$ 4,767.00	$ 28,602.00
Drop Manhole		EA	$ 5,960.00	$ -
Wyes		EA	$ 119.20	$ -
Clean Out		EA	$ 805.00	$ -
Sewer Saddle		EA	$ 238.00	$ -
Remodeling Existing Manhole		EA	$ 1,073.00	$ -
Sewer 4" PVC		LF	$ 35.75	$ -
Sewer 6" PVC		LF	$ 47.50	$ -
Sewer 8" PVC	1,376	LF	$ 83.50	$ 114,896.00
Sewer 10" PVC		LF	$ 89.40	$ -
Sewer 12" PVC		LF	$ 95.30	$ -
Sewer 15" PVC		LF	$ 107.25	$ -
Excavation		LF	$ 41.70	$ -
Pavement Restoration		SF	$ 7.75	$ -
Off Site Sanitary Sewer Improvement Subtotal				**$ 143,498.00**

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY.
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC.
Engineer: SB&O INC.
Phone No.: 951-695-8900
Drawing No.:

Planning Case #: PFD # 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter	1,321	LF	$ 19.00	$ 25,099.00
8" Curb Only	2,781	LF	$ 15.00	$ 41,715.00
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk	7,425	SF	$ 5.95	$ 44,125.20
Residential DWY APRN		SF	$ 8.35	$ -
Commercial DWY APRN	1,926	SF	$ 10.75	$ 20,704.50
Handicap Ramp	3	EA	$ 2,390.00	$ 7,170.00
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (23,618) (144lbs/CF)	750	Ton	$ 100.00	$ 75,000.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base (23,618) (150lbs/CF)	1,034	Ton	$ 40.00	$ 41,360.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	40,504	SF	$ 0.90	$ 36,003.60
Fog Seal	62,870	SF	$ 0.63	$ 39,608.10
Preparation of Subgrade	23,618	SF	$ 0.36	$ 8,502.48
Street Name Signs		EA	$ 535.00	$ -
Regulatory Signs	17	EA	$ 297.50	$ 5,057.50
Stop Sign	1	EA	$ 358.00	$ 358.00
Guide Marker		EA	$ 89.50	$ -
Saw Cut	2,600	LF	$ 4.15	$ 10,790.00
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal	19,846	SF	$ 0.72	$ 14,289.12
Street Trees		EA	$ 426.50	$ -
Street Light	7	EA	$ 6,810.00	$ 47,670.00
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter	185	LF	$ 4.50	$ 832.50
Street Striping	7,003	LF	$ 0.48	$ 3,361.44
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.50	$ -
Cold Mill ($35,00.00 + $.80/SF)		SF	$ 1.00	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (3% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				$ 424,646.44

*$100/Ton AC
$40/Ton AB

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY. NORTH 1/2
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC
Engineer: S&BO INC.
Phone No.: 951 695-8900
Drawing No.:

Planning Case #: PFD # 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter		LF	$ 19.00	$ -
8" Curb Only		LF	$ 15.00	$ -
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk		SF	$ 5.95	$ -
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR		SF	$ 10.75	$ -
Handicap Ramp		EA	$ 2,350.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (9,800) (144lbs/CF)	324	Ton	$ 100.00	$ 32,400.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base (9,806) (150lbs/CF)	429	Ton	$ 40.00	$ 17,160.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	9,010	SF	$ 0.60	$ 5,406.00
Fog Seal	15,816	SF	$ 0.63	$ 9,964.08
Preparation of Subgrade	9,800	SF	$ 0.35	$ 3,430.16
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs	4	EA	$ 297.50	$ 1,190.00
Stop Sign		EA	$ 358.00	$ -
Guide Marker		EA	$ 89.50	$ -
Saw Cut		LF	$ 4.15	$ -
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 18.60	$ -
AC Removal		SF	$ 0.72	$ -
Street Tree		EA	$ 416.50	$ -
Street Light		EA	$ 6,810.00	$ -
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping	3,607	LF	$ 0.48	$ 1,757.76
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35,00.00 + $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				$ 71,411.00

Only 100 %

*$100/Ton AC
$40/Ton AB

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY. MEDIAN
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC.
Engineer: SS&G INC.
Phone No.: 951-595-8900
Drawing No.:

Planning Case #: PPD # 2254
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter		LF	$ 19.00	$ -
8" Curb Only	2,184	LF	$ 15.00	$ 37,260.00
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk		SF	$ 5.95	$ -
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR		SF	$ 10.75	$ -
Handicap Ramp		EA	$ 2,350.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5 1/2" (3,361) (146 lbs/CF)	111	Ton	$ 100.00	$ 11,100.30
*AC Pavement/ Native 3"		SF	$ 1.75	$ -
Aggregate Base (2,364) (150 lbs/CF)	147	Ton	$ 40.00	$ 5,880.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	12,465	SF	$ 0.90	$ 11,218.50
Fog Seal	15,826	SF	$ 0.63	$ 9,970.38
Preparation of Subgrade	3,301	SF	$ 0.36	$ 1,209.96
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs	4	EA	$ 297.50	$ 1,190.00
Stop Sign		EA	$ 398.00	$ -
Guide Marker		EA	$ 89.50	$ -
Saw Cut	2,495	LF	$ 4.15	$ 10,354.25
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal	19,840	SF	$ 0.72	$ 14,249.12
Street Tree		EA	$ 416.50	$ -
Street Light		EA	$ 6,810.00	$ -
Remove Street Light		EA	$ 1,702.50	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping		LF	$ 0.48	$ -
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35,000.00 ÷ $ 80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				**$ 107,472.21**

*$100/Ton AC
$40/Ton AB

City 50% $51,236.11

EXHIBIT "E"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made as of the _____ day of _____, _____ by: (i) DCT RENAISSANCE RIALTO LLC, a _____ corporation ("Assignor"), and (ii) _____, a _____ ("Assignee").

RECITALS

A. Concurrently with the execution and delivery hereof, pursuant to a certain Agreement of Purchase and Sale dated _____, _____ (the "Purchase Agreement") between Assignor and Assignee, Assignor is conveying to Assignee all of Assignor's right, title and interest in and to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

B. It is the desire of Assignor to hereby sell, assign, transfer, convey, set-over and deliver to Assignee all of Assignor's right, title and interest in and to that certain Credit and Construction Agreement between Assignor, as Developer, and the City of Rialto, a California municipal corporation, dated as of _____, 2014 (the "Agreement").

AGREEMENT

1. Subject to the terms of the Purchase Agreement, Assignor does hereby sell, assign, transfer, set-over and deliver unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Agreement.

2. Assignee accepts the foregoing assignment and assumes and agrees to be bound by and to perform and observe all of the obligations, covenants, terms and conditions to be performed or observed under the Agreement arising on or after the date hereof. Assignee further agrees to indemnify Assignor and hold Assignor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including, without limitation, attorneys' fees and expenses) asserted against or incurred by Assignor by reason of or arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions assumed by Assignee hereunder arising in connection with the Agreement and related to the period on or after the date hereof.

3. Notwithstanding anything to the contrary set forth in this Assignment, Section _____ of the Purchase Agreement shall govern the allocation of the "Estimated Costs" and the "Credit" (as such terms are defined in the Agreement) between Assignor and Assignee.

4. This Assignment may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Assignment.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be executed as of the date first written above.

Assignor:

DCT RENAISSANCE RIALTO LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By:

By:_____
Name:_____
Title:_____

Assignee:

_____

By:_____
Name:_____
Title:_____

DCT INDUSTRIAL

NYSE: **DCT**

DCT Industrial Trust Inc. | 12 Corporate Plaza, Suite 150 | Newport Beach, CA 92660

July 8, 2015

Mr. Greg Lantz
Economic Development Manager
City of Rialto
150 S Palm Avenue
Rialto, CA 92376

Re: Construction and Credit Agreement
PPD 2264, Parcel map 19424

Dear Greg:

As discussed, we have completed construction of the DCT Rialto building at Laurel and Renaissance and completed all of the offsite work which is subject to the construction and credit agreement. We are submitting the attached on the enclosed disc for your review and approval in support of the refund of eligible fees for work completed:

- General contractor construction contract
- General contractor insurance certificate
- Final unconditional lien release by contractor
- Notice of completion
- Final signed permit card by City of Rialto inspector
- Certified payroll receipts
- Monthly payment applications
- Spreadsheet of actual offsite costs vs estimated costs in the original construction and fee credit agreement
- Soft costs – spreadsheet and invoices of civil engineering design costs

In addition to processing the eligible fee refund, I would like to request release of the following performance bonds:

Bond # 106061989 – monumentation bond in the amount of $7,000
Bond # 106061990 – performance bond in the amount of $1,585,229

We acknowledge that the maintenance bond 106061991 in the amount of $237,784 will remain in place for 1 year following completion so we will plan to request this release in March 2016.

Should you have any questions or require additional information to process either of these requests, please feel free to contact me at 949.219.1242 or via email @ tallen@dctindustrial.com. Thank you for your assistance.

Sincerely,

Terri Allen
Regional vice President, Development

Exhibit D

EXHIBIT D

Table C - Recommended Improvement Cost Estimates

Intersection	Proposed Improvement	Renaissance Fair Share Percentage	Cost of Improvements			
			Construction Cost[1]	Signal Cost[2]	Total	Project Fair Share
1 . Alder Avenue/Miller Avenue	Install a traffic signal	53.70%	$0	$400,000	$400,000	$214,800
2 . Alder Avenue/Valley Boulevard	Construct a westbound left-turn lane.	20.90%	$91,505.77		$91,506	$19,125
3 . Locust Avenue/Bohnert Avenue	Install a traffic signal	63.20%	$0	$400,000	$400,000	$252,800
4 . Linden Avenue/Bohnert Avenue	Install a traffic signal	36.30%	$0	$400,000	$400,000	$145,200
5 . Cedar Avenue/Foothill Boulevard (SR-66)	Add a southbound left-turn lane.	42.30%	$91,505.77		$91,506	$38,707
6 . Cedar Avenue/San Bernardino Avenue	Add an eastbound through lane. **(Not required because of change in LOS standard)**					
7 . Cedar Avenue/Valley Boulevard	Add an eastbound through lane.	25.10%	$457,528.86		$457,529	$114,840
8 . Riverside Avenue/SR-210 Westbound Ramps*	Restripe a westbound shared through/right-turn lane as a shared westbound lane. **(Improvement Constructed)**					
9 . Riverside Avenue/Valley Boulevard*	Modify traffic signal to provide overlap phasing for eastbound right turns.	6.50%	$0	$75,000	$75,000	$4,875
10 . Rancho Avenue/Mill Street*	Convert the existing eastbound right-turn lane to a shared through/right-turn lane and restripe the east leg of the intersection to accommodate the second through lane.	2.00%	$0		$0	$0
11 . Mount Vernon Avenue/Highland Avenue	Add an eastbound left-turn lane.	9.20%	$91,505.77		$91,506	$8,419
12 . Palmetto Avenue/Easton Street	Install a traffic signal	54.10%	$0	$400,000	$400,000	$216,400
13 . Palmetto Avenue/Baseline Road	Install a traffic signal	40.50%	$0	$400,000	$400,000	$162,000
14 . Alder Avenue/Casmalia Street	Signal and intersection modifications	89.80%		$175,000	$175,000	$157,150
15 . Alder Avenue/SR-210 Westbound Ramps*	Restripe to add a westbound left-turn lane. Restripe the leftmost northbound through lane as a northbound left-turn lane and add a southbound right-turn lane. Preserve the shared southbound through/right-turn lane.	71.70%	$125,000		$125,000	$89,625
16 . Alder Avenue/SR-210 Eastbound Ramps*	Restripe to add a northbound right-turn lane and an eastbound right-turn lane.	75.30%	$125,000		$125,000	$94,125
17 . Alder Avenue/Easton Street-Renaissance Parkway	Signal and intersection modifications	65.00%		$175,000	$175,000	$113,750
18 . Alder Avenue/Walnut Street	Modify Traffic Signal	77.70%		$75,000	$75,000	$58,275
19 . Laurel Avenue/Renaissance Parkway**	Install a traffic signal **(Installed by Golden Bear - Improvement Constructed)**					
20 . Locust Avenue/Casmalia Street***	Signal and intersection modifications	43.70%		$175,000	$175,000	$76,475
21 . Locust Avenue/Renaissance Parkway***	Signal and intersection modifications	100.00%		$175,000	$175,000	$175,000
22 . Locust Avenue/Miro Way	Install a traffic signal	100.00%	$0	$400,000	$400,000	$400,000
23 . Maple Avenue/Renaissance Parkway	Install a traffic signal	100.00%		$400,000	$400,000	$400,000
24 Linden Avenue/Casmalia Street***	Signal and intersection modifications	100.00%		$175,000	$175,000	$175,000
25 . Linden Avenue/Renaissance Parkway	Signal and intersection modifications	100.00%	$0	$175,000	$175,000	$175,000
26 . Linden Avenue/Miro Way	Install a traffic signal	100.00%	$0	$400,000	$400,000	$400,000
27 . Linden Avenue/Baseline Road	Install a traffic signal	59.20%	$0	$400,000	$400,000	$236,800
28 . Ayala Drive/Casmalia Street	Install a traffic signal **(Improvement Constructed)**	41.00%	$0		$0	$0
29 . Ayala Drive/SR-210 Westbound Ramps*	Restripe	39.40%	$0		$0	$0
30 . Ayala Drive/SR-210 Eastbound Ramps*	Restripe	53.00%	$0		$0	$0
31 . Ayala Drive/Easton Street*	Modify signal phasing to provide a northbound right-turn overlap	53.10%	$0	$75,000	$75,000	$39,825
32 . Ayala Drive/Renaissance Parkway	Install a traffic signal	100.00%	$0	$400,000	$400,000	$400,000
33 . Ayala Drive/Leiske Drive	Install a traffic signal	59.10%	$0	$400,000	$400,000	$236,400
34 . Ayala Drive/Fitzgerald Drive	Install a traffic signal	62.40%	$0	$400,000	$400,000	$249,600
Development of Fee Program	Initial cost. Does not include ongoing administration	100.00%	-	-	$21,100	$21,100
	Costs Of Improvements		**$982,046**	**$7,675,000**	**$8,678,146**	**$4,675,290**
	Total Costs (Including 2% Administrative Overhead for City)		**$1,001,687**	**$7,828,500**	**$8,851,709**	**$4,768,796**

NOTES:

* Cost associated with Restriping are nominal

** Constructed by Golden Bear Development

[1] Costs from Regional Transportation Development Mitigation Plan of the County of San Bernardino for the West San Bernardino Valley ($2,013,127 per lane mile), and includes engineering, environmental, right-of-way, utility relocation, construction, and administrative overhead costs.

[2] Costs from City of Rialto.

*** These improvements are recommended to maintain geometric consistency and not due to levels of service.

FIRST AMENDMENT TO THE

CONSTRUCTION AND CREDIT AGREEMENT

DEVELOPMENT IMPACT FEE PROGRAM

[DCT RENAISSANCE RIALTO LLC – PARCEL MAP 19424]

This FIRST AMENDMENT TO THE CONSTRUCTION AND CREDIT AGREEMENT ("Amendment") is entered into this 13th day of October, 2015, by and between the CITY OF RIALTO, a California municipal corporation ("City"), and DCT RENAISSANCE RIALTO LLC, a Delaware limited liability company ("Developer"). City and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, on July 22, 2014, the City and Developer entered into a CONSTRUCTION AND CREDIT AGREEMENT ("Agreement") to (1) provide for the timely construction and completion of certain public works of improvements, including street improvements to Locust Avenue and Renaissance Parkway ("Roadway Improvements"), sewer line improvements along Locust Avenue ("Sewer Improvements"), and storm drain improvements along Locust Avenue and Renaissance Parkway ("Storm Drain Improvements") (collectively, the "Improvements") and (2) to provide a means by which the Developer's costs for construction of the Improvements would be offset against Developer's obligation to pay the applicable Development Impact Fees for the Project in accordance with Section 3.33.100 of the Rialto Municipal Code; and

WHEREAS, as part of the Project the Developer has made certain improvements and modifications to the traffic signal located at the intersection of Locust Avenue and Renaissance Parkway (the "Locust Signal Improvement"), which is listed as a capital project within the Renaissance Specific Plan Traffic Mitigation Fee Study; and

WHEREAS, prior to commencing construction of the Project, the Developer paid a Renaissance Specific Plan Traffic Fair Share Fee ("RSP Traffic Fee") in the amount of **$130,389.22**; and

WHEREAS, the Developer has also constructed the Locust Signal Improvement and has requested that the City reimburse the Developer for the cost to construct the Locust Signal improvement in accordance with Section 3.33.100 of the Rialto Municipal Code.

NOW, THEREFORE, for the purposes set forth herein, Developer and City hereby agree to amend and modify the Agreement as follows:

TERMS

A. Section 14 of the Agreement shall be deleted in its entirety and replaced with the following:

"14.0 Fees Credit and Reimbursement.

14.1 Regional Traffic Fee Obligation. City and Developer acknowledge that as of the date of this Agreement, the total amount of Regional Traffic Fee paid by Developer to the City is One Million Forty-Eight Thousand One-Hundred Fifty-Nine Dollars and Seventy-Five Cents **($1,048,159.75)** (the "Regional Traffic Fee Obligation").

14.1.1 Credit Offset against Regional Traffic Fee Obligation. In consideration for Developer's obligation under this Agreement to construct the Roadway Improvements, the City shall grant a credit to offset the Regional Traffic Fee Obligation (the "Regional Traffic Fee Credit") at the earlier of (1) completion of the Roadway Improvements or (2) when adequate security is posted for the Improvements. At the time of this Agreement, the estimated cost to construct the Roadway Improvements is **Eight Hundred Twenty-one Thousand Two Hundred Dollars ($821,200),** as set forth on **Exhibit "D"** (the "Estimated Regional Traffic Fee Credit"). The Actual Regional Traffic Fee Credit shall be calculated as provided in Section 14.5 and shall be subject to the maximum fee credit limit contained in Section 14.6 of this Agreement.

14.1.2 Application of Estimated Regional Traffic Fee Credit against Regional Traffic Fee Obligation. Prior to the issuance of a building permit for the Project, Developer shall pay to City the amount of Zero Dollars **($0.00)** representing the Regional Traffic Fee Obligation less the Estimated Regional Traffic Fee Credit (Developer has paid the full Wastewater Fee Obligation).

14.2 Wastewater Fee Obligation. City and Developer acknowledge that as of the date of this Agreement, the total amount of Wastewater Fee paid by the Developer to the City is **Seventy-Seven Thousand Seven Hundred Dollars ($77,708)** (the "Wastewater Fee Obligation").

14.2.1 Credit Offset against Wastewater Fee Obligation. In consideration for Developer's obligation under this Agreement to construct the Sewer Improvements, a credit shall be applied by City to offset the Wastewater Fee Obligation (the "Wastewater Fee Credit") at the earlier of (1) completion of the Sewer Improvements or (2) when adequate security is posted for the Sewer Improvements. At the time of this Agreement, the estimated cost to construct the Sewer Improvements is **One-Hundred Forty-Four Thousand Dollars ($144,000)**, as set forth on **Exhibit "D"** (the "Estimated Wastewater Fee Credit"). The Actual Wastewater Fee Credit shall be calculated as provided in Section 14.5

and be subject to the maximum fee credit limits contained in Section 14.6 of this Agreement.

14.2.2 Application of Estimated Wastewater Fee Credit against Wastewater Fee Obligation. Prior to the issuance of a building permit for the Project, Developer shall pay to City the amount of Zero Dollars (**$0.00**) representing the Wastewater Fee Obligation less the Estimated Wastewater Fee Credit (Developer has paid the full Wastewater Fee Obligation).

14.3 Storm Drain Fee Obligation. City and Developer acknowledge that as of the date of this Agreement, the total amount of Storm Drain Fee paid by Developer to the City is **One Million One Hundred Eighty-One Thousand Five-Hundred Sixty-Eight Dollars and Twenty-Two Cents ($1,181,568.22)** (the "Storm Drain Fee Obligation").

14.3.1 Credit Offset against Storm Drain Fee Obligation. In consideration for Developer's obligation under this Agreement to construct the Storm Drain Improvements, the City shall grant a credit to offset the Storm Drain Fee Obligation (the "Storm Drain Fee Credit") at the earlier of (1) completion of the Storm Drain Improvements or (2) when adequate security is posted for the Storm Drain Improvements. At the time of this Agreement, the estimated cost to construct the Storm Drain Improvements is **Seventy Six Thousand Seventy Eight Dollars $76,078**, as set forth on **Exhibit "D"** (the "Estimated Storm Drain Fee Credit"). The Actual Storm Drain Fee Credit shall be calculated as provided in Section 14.5 and be subject to the maximum fee credit limits contained in Section 14.6 of this Agreement.

14.3.2 Application of Estimated Storm Drain Fee Credit against Storm Drain Fee Obligation. Prior to the issuance of a building permit for the Project, Developer shall pay to City the amount of Zero Dollars **$0.00** representing the Storm Drain Fee Obligation less the Estimated Storm Drain Fee Credit (Developer has paid the full Storm Drain Fee Obligation).

14.4 RSP Traffic Fee Obligation. City and Developer acknowledge that as of the date of this Agreement, Developer was assessed and has paid the City the total amount of **One Hundred Thirty Thousand Three Hundred Eighty-Nine Dollars and Twenty-Two Cents** (**$130,389.22**) for the RSP Traffic Fee (the " RSP Traffic Fee Obligation").

14.4.1 Application of Estimated RSP Traffic Fee Credit against Outstanding RSP Traffic Fee Obligation. In consideration for Developer's obligation under this Agreement to construct the Locust Signal Improvement, the City shall apply a credit in the amount of the estimated construction costs for the Locust Signal Improvement (the "Estimated RSP Traffic Fee Credit"), thereby reducing the outstanding RSP Traffic Fee Obligation otherwise owed at issuance of building permits for the Project. At the time of this Agreement, the Estimated

RSP Traffic Fee Credit is is **Sixty Thousand Seven Hundred Thirty Two Dollars ($60,732),** as set forth on **Exhibit "D"**. The Actual RSP Traffic Fee Credit is defined and shall be calculated as provided in Section 14.5 of this Agreement.

14.4.2 Application of the Estimated RSP Traffic Fee Credit against the RSP Traffic Fee Obligation. Prior to the issuance of building permits for the Project, Developer paid to the City the amount of **One Hundred Thirty Thousand Three Hundred Eighty-Nine Dollars and Twenty-Two Cents** (**$130,389.22**), which is the was the total RSP Traffic Fee Obligation without any credit or offset.

14.5 Reconciliation; Final Offset against Outstanding Fee Obligations. Upon completion of the Improvements by Developer, Developer shall submit to the City Engineer such information as the City Engineer may require to calculate and verify the total eligible and actual costs incurred by Developer to construct the Improvements ("Verified Construction Costs"). The Actual Regional Traffic Fee Credit, the Actual Wastewater Fee Credit, the Actual Storm Drain Fee Credit, and the Actual RSP Traffic Fee Credit shall be equal to the Verified Construction Costs for each of the eligible improvements, subject to the maximum fee credit limit contained in Section 14.6, and shall be used for the purposes of the final reconciliation.

If the Actual Regional Traffic Fee Credit is less than the Estimated Regional Traffic Fee Credit, Developer shall pay the balance to City to fully satisfy Developer's Regional Traffic Fee Obligation within thirty (30) days, if not already paid. If the Actual Regional Traffic Fee Credit exceeds the Estimated Regional Traffic Fee Credit, City shall refund the balance, subject to the maximum fee credit limit contained in Section 14.6, to Developer within thirty (30) days.

If the Actual Wastewater Fee Credit is less than the Estimated Wastewater Fee Credit, Developer shall pay the balance to City to fully satisfy Developer's Wastewater Fee Obligation within 30 days, if not already paid. If the Actual Wastewater Fee Credit exceeds the Estimated Wastewater Fee Credit, City shall refund the balance, subject to the maximum fee credit limit contained in Section 14.6, to Developer within 30 days.

If the Actual Storm Drain Fee Credit is less than the Estimated Storm Drain Fee Credit, Developer shall pay the balance to City to fully satisfy Developer's Storm Drain Fee Obligation within thirty (30) days, if not already paid. If the Actual Storm Drain Fee Credit exceeds the Estimated Storm Drain Fee Credit, City shall refund the balance, subject to the maximum fee credit limit contained in Section 14.6, to Developer within thirty (30) days.

Since the Developer paid the full amount of the RSP Traffic Fee to the City without any initial offset or credit being granted, the Actual RSP Traffic Fee Credit shall be deducted from the RSP Traffic Fee Obligation that was paid to the City; and, City shall refund the full amount of the Actual RSP Traffic Fee Credit to

Developer within thirty (30) days, subject to the maximum fee credit limit contained in Section 14.6.

14.6 Fee Credit Limits. Notwithstanding anything to the contrary in this Section 14, the following limits apply with respect to credit and reimbursement of DIF Fees.

14.6.1. DIF Fee Categories. Developer acknowledges that DIF Fees are imposed in various separate categories to fund specific public facilities. Credit against DIF Fees may only be applied for eligible improvements identified in the specific DIF category. As an example, if Developer constructs a street improvement that is eligible for credit against the Regional Traffic Fee, Developer shall not receive credit against the Storm Drain Fee for the street improvement.

14.6.2 Maximum Credit. The amount of the Actual Regional Traffic Fee Credit, the Actual Wastewater Fee Credit, the Actual Storm Drain Fee Credit, and the Actual RSP Traffic Fee Credit shall not exceed the amount of the DIF Fees paid for each respective DIF Fee category.

14.6.3 Soft Costs. The City Engineer shall, in his/her sole discretion, determine the amount of reasonable soft costs eligible for reimbursement under the Fee Credit provision of Rialto Municipal Code Section 3.33.100. Such amounts may include the reasonable soft costs of the City related to the improvements including indirect costs of construction, including professional engineering and design services, construction management, soils testing, administrative costs, permits, plan check fees and inspections, In order for soft costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such soft costs are specifically attributable to the specified Public Improvement(s) for which reimbursement is being made, by reference to separate subcontract(s) or by another means Approved by the City. The total amount of the soft costs shall not exceed fifteen percent (15%) of the amount eligible for reimbursement. The City may, in its sole discretion, reduce or disallow reimbursement for any costs the City finds excessive or unreasonable."

B. Exhibit D of the Agreement (Estimated Costs) shall be deleted in its entirety and replaced with the Revised Exhibit D attached hereto as Attachment No. 1 and incorporated herein by reference.

C. Except as expressly modified in the Amendment, the terms of the Agreement shall remain in full force and effect.

DEVELOPER:

DCT RENAISSANCE RIALTO LLC,
a Delaware limited liability company

By:

By: _____

Name: Terri L. Allen

Title: Regional Vice President, Development

CITY:

City of Rialto, a California municipal corporation

By: _____

Name: _____

Title: _____

ATTACHMENT NO. 1

REVISED
EXHIBIT "D"

ESTIMATED COSTS

[ATTACHED BEHIND THIS PAGE]

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - LOCUST AVE.
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC
Engineer: SB&O
Phone No.: 951-695-8900
Drawing No.:

Planning Case #: PPD# 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter	1,341	LF	$ 19.00	$ 25,479.00
8" Curb Only		LF	$ 15.00	$ -
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk	6,947	SF	$ 5.95	$ 41,334.65
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR	664	SF	$ 10.75	$ 7,138.00
Handicap Ramp		EA	$ 2,390.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (63,134 SF) (144lbs/CF)	2,083	Ton	$ 100.00	$ 208,300.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base 7" (63,134 sf) (150lbs/CF)	2,762	Ton	$ 40.00	$ 110,480.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	850	SF	$ 0.90	$ 765.00
Fog Seal	63,984	SF	$ 0.63	$ 40,309.92
Preparation of Subgrade	63,134	SF	$ 0.36	$ 22,728.24
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs		EA	$ 297.50	$ -
Stop Sign		EA	$ 358.00	$ -
Guide Marker		EA	$ 89.50	$ -
Saw Cut		LF	$ 4.15	$ -
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal		SF	$ 0.72	$ -
Street Tree		EA	$ 416.50	$ -
Street Light	6	EA	$ 6,810.00	$ 40,860.00
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping	3,110	LF	$ 0.48	$ 1,492.80
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35.00.00 + $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				**$ 498,887.61**

*$100/Ton AC
$40/Ton AB

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE
STORM DRAIN IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: _____ Planning Case #: _____

Engineer: _____ TM No./PM No.: _____

Phone No.: _____ Date: _____

Drawing No.: _____

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
69" RCP And Over		LF	$ 446.00	$ -
66" RCP		LF	$ 397.00	$ -
60" RCP		LF	$ 363.00	$ -
54" RCP		LF	$ 329.00	$ -
48" RCP		LF	$ 295.00	$ -
42" RCP		LF	$ 261.00	$ -
36" RCP	112	LF	$ 227.00	$ 25,424.00
30" RCP		LF	$ 193.00	$ -
24" RCP	115	LF	$ 159.00	$ 18,285.00
18" RCP		LF	$ 113.50	$ -
Catch Basin - 7'	1	EA	$ 6,240.00	$ 6,240.00
Catch Basin - 14'	1	EA	$ 11,350.00	$ 11,350.00
Catch Basin - 21'		EA	$ 17,025.00	$ -
Catch Basin - 28'		EA	$ 24,970.00	$ -
Junction Structure		EA	$ 2,837.00	$ -
Manhole No. 2	2	EA	$ 5,675.00	$ 11,350.00
Local Depression	2	EA	$ 1,192.00	$ 2,384.00
Concrete Collar		EA	$ 2,980.00	$ -
Drainage Inlet Structure		EA	$ 6,810.00	$ -
Drainage Outlet Structure		EA	$ 2,980.00	$ -
Transition Structure (DW6 #412)		EA	$ 1,790.00	$ -
Grate Inlet Structure		EA	$ 2,385.00	$ -
Parkway Culvert		EA	$ 1,430.00	$ -
Headwall (LA STD)		EA	$ 953.00	$ -
Crushed Rock for Rip Rap.	22	CY	$ 47.50	$ 1,045.00
Concrete Collar		CY	$ 834.00	$ -
Adjustment Manhole to FG		LS	$ 715.00	$ -
Connect to Existing MH		LS	$ 2,385.00	$ -
Reinforced Concrete		CY	$ 953.00	$ -
Storm Drain Improvement (Off Site) Subtotal				**$ 76,078.00**

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE
SANITARY SEWER IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: _____ Planning Case #: _____

Engineer: _____ TM No./PM No.: _____

Phone No.: _____ Date: _____

Drawing No.: _____

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
Manhole - 60" DIA		EA	$ 5,960.00	$ -
Manhole - 48" DIA	6	EA	$ 4,767.00	$ 28,602.00
Drop Manhole		EA	$ 5,960.00	$ -
Wyes		EA	$ 119.20	$ -
Clean Out		EA	$ 805.00	$ -
Sewer Saddle		EA	$ 238.00	$ -
Remodeling Existing Manhole		EA	$ 1,073.00	$ -
Sewer 4" PVC		LF	$ 35.75	$ -
Sewer 6" PVC		LF	$ 47.50	$ -
Sewer 8" PVC	1,376	LF	$ 83.50	$ 114,896.00
Sewer 10" PVC		LF	$ 89.40	$ -
Sewer 12" PVC		LF	$ 95.30	$ -
Sewer 15" PVC		LF	$ 107.25	$ -
Encasement		LF	$ 41.70	$ -
Pavement Restoration		SF	$ 7.75	$ -
Off Site Sanitary Sewer Improvement Subtotal				**$ 143,498.00**

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY.
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC
Engineer: SB&O INC.
Phone No.: 951-695-8900
Drawing No.:

Planning Case #: PPD # 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter	1,321	LF	$ 19.00	$ 25,099.00
8" Curb Only	2,781	LF	$ 15.00	$ 41,715.00
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk	7,416	SF	$ 5.95	$ 44,125.20
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR	1,926	SF	$ 10.75	$ 20,704.50
Handicap Ramp	3	EA	$ 2,390.00	$ 7,170.00
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (23,618) (144lbs/CF)	780	Ton	$ 100.00	$ 78,000.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base (23,618) (150lbs/CF)	1,034	Ton	$ 40.00	$ 41,360.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	40,004	SF	$ 0.90	$ 36,003.60
Fog Seal	62,870	SF	$ 0.63	$ 39,608.10
Preparation of Subgrade	23,618	SF	$ 0.36	$ 8,502.48
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs	17	EA	$ 297.50	$ 5,057.50
Stop Sign	1	EA	$ 358.00	$ 358.00
Guide Marker		EA	$ 89.50	$ -
Saw Cut	2,600	LF	$ 4.15	$ 10,790.00
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal	19,846	SF	$ 0.72	$ 14,289.12
Street Tree		EA	$ 416.50	$ -
Street Light	7	EA	$ 6,810.00	$ 47,670.00
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter	185	LF	$ 4.50	$ 832.50
Street Striping	7,003	LF	$ 0.48	$ 3,361.44
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35,00.00 + $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				**$ 424,646.44**

*$100/Ton AC
$40/Ton AB

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY. NORTH 1/2
STREET IMPROVEMENTS (Off Site)
REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC
Engineer: SB&O INC.
Phone No.: 951-695-8900
Drawing No.:

Planning Case #: PPD # 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter		LF	$ 19.00	$ -
8" Curb Only		LF	$ 15.00	$ -
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk		SF	$ 5.95	$ -
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR		SF	$ 10.75	$ -
Handicap Ramp		EA	$ 2,390.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (9,806) (144lbs/CF)	324	Ton	$ 100.00	$ 32,400.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base (9,806) (150lbs/CF)	429	Ton	$ 40.00	$ 17,160.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	6,010	SF	$ 0.90	$ 5,409.00
Fog Seal	15,816	SF	$ 0.63	$ 9,964.08
Preparation of Subgrade	9,806	SF	$ 0.36	$ 3,530.16
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs	4	EA	$ 297.50	$ 1,190.00
Stop Sign		EA	$ 358.00	$ -
Guide Marker		EA	$ 89.50	$ -
Saw Cut		LF	$ 4.15	$ -
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal		SF	$ 0.72	$ -
Street Tree		EA	$ 416.50	$ -
Street Light		EA	$ 6,810.00	$ -
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping	3,662	LF	$ 0.48	$ 1,757.76
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35.00.00 + $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				$ 71,411.00

City 100 %

*$100/Ton AC
$40/Ton AB

CITY OF RIALTO - PUBLIC WORKS / ENGINEERING

COST ESTIMATE - RENAISSANCE PKWY. MEDIAN STREET IMPROVEMENTS (Off Site)

REVISED: January 15, 2014

Developer: DCT INDUSTRIAL TRUST INC.
Engineer: SB&O INC.
Phone No.: 951-695-8900
Drawing No.:

Planning Case #: PPD # 2264
TM No./PM No.: PM 19424
Date: 4/28/2014

ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT
6" Curb And Gutter		LF	$ 18.00	$ -
6" Curb Only		LF	$ 14.30	$ -
8" Curb And Gutter		LF	$ 19.00	$ -
8" Curb Only	2,484	LF	$ 15.00	$ 37,260.00
Gutter (Adj. to existing curb)		LF	$ 7.75	$ -
Cross Gutter		SF	$ 9.50	$ -
Side Walk		SF	$ 5.95	$ -
Residential DWY APPR		SF	$ 8.35	$ -
Commercial DWY APPR		SF	$ 10.75	$ -
Handicap Ramp		EA	$ 2,390.00	$ -
6" AC Dike		LF	$ 13.10	$ -
8" AC Dike		LF	$ 17.87	$ -
AC Pavement 5.5" (3,361) (144lbs/CF)	111	Ton	$ 100.00	$ 11,100.00
*AC Pavement/Native 3"		SF	$ 1.75	$ -
Aggregate Base (3,361) (150lbs/CF)	147	Ton	$ 40.00	$ 5,880.00
Roadway Excavation		CY	$ 15.50	$ -
Barricades		EA	$ 2,500.00	$ -
AC Overlay 1 1/2"	12,465	SF	$ 0.90	$ 11,218.50
Fog Seal	15,826	SF	$ 0.63	$ 9,970.38
Preparation of Subgrade	3,361	SF	$ 0.36	$ 1,209.96
Street Name Signs		EA	$ 595.00	$ -
Regulatory Signs	4	EA	$ 297.50	$ 1,190.00
Stop Sign		EA	$ 358.00	$ -
Guide Marker		EA	$ 89.50	$ -
Saw Cut	2,495	LF	$ 4.15	$ 10,354.25
Relocate Chain Link Fence		LF	$ 8.35	$ -
Chain Link		LF	$ 28.60	$ -
AC Removal	19,846	SF	$ 0.72	$ 14,289.12
Street Tree		EA	$ 416.50	$ -
Street Light		EA	$ 6,810.00	$ -
Remove Street Light		EA	$ 1,702.00	$ -
Grading (Import Soil)		CY	$ 14.25	$ -
Remove Curb And Gutter		LF	$ 4.50	$ -
Street Striping		LF	$ 0.48	$ -
AC Street Cut Repair		Ton	$ 149.00	$ -
AB Street Cut Repair		Ton	$ 101.30	$ -
Cold Mill ($35,00.00 + $.80/sf)		SF	$ 1.50	$ -
Street Improvements (Off Site) Subtotal w/o Traffic Control During CONST				
Traffic Control During Construction (5% of Estimated Construction Cost.)				
Street Improvement (Off Site) Subtotal				**$ 102,472.21**

*$100/Ton AC
$40/Ton AB

City 50% *51,236.11

Locust Signal Modifications

Description of Improvements		Costs
Install Temp Signal conduits and Pull boxes	$	6,996.00
Modification to Traffic Signal per Plans	$	19,450.46
Trench and Install Conduit / Mod Signals	$	3,951.00
Additional Signal Mods and Correction	$	19,608.00
Move pull box out of Street/Install ped button	$	3,727.00
Hard Construction Costs	**$**	**53,732.46**
Soft Costs		
Locust Intersection Sign/Signal Design Plans	$	7,000.00
Total Construction Costs	**$**	**60,732.46**

EXHIBIT F

PROJECT SUMMARY

Fee Credit Reconciliation (DCT Project)

	DIF FEES PAID	ORIGINAL ESTIMATED COSTS		APPROVED ELIGIBLE COSTS (BUDGETED)		REVISED CORRECTED ELIGIBLE COSTS	ACTUAL COSTS		ACTUAL ELIGIBLE FOR FEE CREDITS	ADDITIONAL BUDGET ADJUSTMENT
Traffic Related Improvements (250)	**$ 1,048,200**	**$ 924,000**	*	**$ 872,500**		**$ 1,046,181**	**$ 908,497**		**$ 908,497**	**$ 35,997**
Renaissance Parkway - South 1/2 Width		*$ 251,000*	*	*$ 251,000*		*$ 424,646*	*$ 329,160*		*$ 329,160*	
Renaissance Parkway - North Travel Lane		$ 71,000		$ 71,000		$ 71,411	$ 120,362	##	$ 120,362	
Renaissance Parkway -- Median *		$ 103,000		$ 51,500	**	$ 51,236	$ 77,814	***	$ 77,814	
Locust Avenue -		$ 499,000		$ 499,000		$ 498,888	$ 381,162		$ 381,162	
Locust Sewer Line (660)	**$ 77,708**	**$ 144,000**		**$ 77,700**		**$ 77,700**	**$ 94,927**		**$ 77,708**	**$ 8**
Locust Storm Drain (230)	**$ 1,181,568**	**$ 76,000**		**$ 76,000**		**$ 76,000**	**$ 94,870**		**$ 94,870**	**$ 18,870**
Construction of Master Planned Storm Drain		$ 76,000		$ 76,000		$ 76,000	$ 94,870		$ 94,870	
Locust Signal Modification (RSP TIF 301)	**$ 130,389**	**$ - **		**$ - **		**$ - **	**$ 60,732**		**$ 60,732**	**$ 60,732**
Signal Modifications		$ -		$ -		$ -	$ 60,732		$ 60,732	
Totals	**$ 2,437,865**	**$ 1,144,000**		**$ 1,026,200**		**$ 1,199,881**	**$ 1,159,027**		**$ 1,141,808**	**$ 115,608**
						$ 173,681				

Notes:

* Original Estimate - ERROR

** 50% of the cost of the Median - (No Landscaping Included)

*** 50% of the cost of the Median - (With Hardscaping)

Additional Grind and Overlay done per direction of PW Director (Fuller)

EXHIBIT F

Renaissance Parkway - Street Improvements - South side													
	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE				
	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	
6" curb and gutter		LF	$ 18.00					$ -				$0.00	
6" curb only		LF	$ 14.30					$ -				$0.00	
8" curb and gutter	1321	LF	$ 19.00	$ 25,099.00	1321	LF	$13.17	$17,397.57	0		$ 5.83	-$7,701.43	
8" curb only	2781	LF	$ 15.00	$ 41,715.00	2781	LF	$9.23	$25,668.63				-$16,046.37	
Gutter (Adj to existing curb)		LF	$ 7.75					$ -				$0.00	
Cross Gutter		SF	$ 9.50					$ -				$0.00	
Sidewalk	7416	SF	$ 5.95	$ 44,125.20	7416	SF	$3.59	$26,623.44	0		$ 2.36	-$17,501.76	
Commerical DWY Appr	1926	SF	$ 10.75	$ 20,704.50	1926	SF	$7.48	$14,406.48	0		$ 3.27	-$6,298.02	
Handicap ramp	3	EA	$ 2,390.00	$ 7,170.00	3	EA	$1,077.00	$3,231.00	0		$ 1,313.00	-$3,939.00	
6" AC dike		LF	$ 13.10					$ -				$0.00	
8" AC dike		LF	$ 17.87					$ -				$0.00	
AC pavement 5.5" (23,618 SF) (144lbs/CF)	780	TN	$ 100.00	$ 78,000.00	883	TN	$85.00	$75,055.00	-103		$ 15.00	-$2,945.00	
*AC pavement/Native 3"		SF	$ 1.75					$ -				$0.00	
Aggregate base 7" (23,618 sf) (150lbs/CF)	1034	TN	$ 40.00	$ 41,360.00	1197	TN	$35.00	$41,895.00			$ 5.00	$535.00	
Roadway excavation		**CY**	**$ 15.50**	**$ -**	**1**	**LS**	**$25,093.00**	**$25,093.00**			**$ (25,077.50)**	**$25,093.00**	
Barricades		EA	$ 2,500.00					$ -				$0.00	
AC Overlay 1 1/2"	40004	SF	$ 0.90	$ 36,003.60				$ -				-$36,003.60	
Fog Seal	62,870	SF	$ 0.63	$ 39,608.10				$ -				-$39,608.10	
Preparation of subgrade	23618	SF	$ 0.36	$ 8,502.48				$ -				-$8,502.48	
Street name signs		EA	$ 595.00					$ -				$0.00	
Regualtory signs	17	EA	$ 297.50	$ 5,057.50				$ -				-$5,057.50	
Stop sign	1	EA	$ 358.00	$ 358.00				$ -				-$358.00	
Guide marker		EA	$ 89.50					$ -				$0.00	
Saw cut	2600	LF	$ 4.15	$ 10,790.00	2600	LF	$4.73	$12,298.00	0		$ (0.58)	$1,508.00	
Relocate chain link fence		LF	$ 8.35					$ -				$0.00	
Chain link		F	$ 28.60					$ -				$0.00	
AC removal	19846	SF	$ 0.72	$ 14,289.12				$ -				-$14,289.12	
Street tree & landscaping		EA	$ 416.50		**17200**	**SF**	**$6.59**	**$113,348.00**	-17200		**$ 409.91**	**$113,348.00**	**NOT ELIGIBLE**
Street light	7	EA	$ 6,810.00	$ 47,670.00	7	EA	$8,485.00	$59,395.00			$ (1,675.00)	$11,725.00	
Remove Street Light		EA	$ 1,702.00					$ -				$0.00	
Traffic signals							**$53,732.46**	**$53,732.00**			$ (53,732.46)	**$53,732.00**	**RSP ELIGIBLE**
Grading (import soil)		CY	$ 14.25					$ -				$0.00	
Remove curb and gutter	185	LF	$ 4.50	$ 832.50				$ -				-$832.50	
Street striping	7003	LF	$ 0.48	$ 3,361.44	1	LS	$15,265.00	$15,265.00			$ (15,264.52)	$11,903.56	
AC street cut repair		CY	$ 149.00					$ -				$0.00	
AB street cut repair		CY	$ 101.30					$ -				$0.00	
Cold mill		SF	$ 1.50					$ -				$0.00	
Subtotal				**$ 424,646.44**				**$ 483,408.12**				**$58,761.68**	
Traffic control				$ -				$ 12,832.00					
Total				**$ 424,646.44**				**$ 496,240.12**					

Landscaping	$ 113,348.00	NOT ELIGIBLE
Traf. Signal	$ 53,732.00	RSP ELIGIBLE
FINAL COST	**$ 329,160.12**	

EXHIBIT F

Renaissance Parkway - Street Improvements - North side												
	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE			
	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount
6" curb and gutter		LF	$ 18.00					$ -				$ -
6" curb only		LF	$ 14.30					$ -				$ -
8" curb and gutter		LF	$ 19.00	$ -				$ -				$ -
8" curb only		LF	$ 15.00	$ -				$ -				$ -
Gutter (Adj to existing curb)		LF	$ 7.75					$ -				$ -
Cross Gutter		SF	$ 9.50					$ -				$ -
Sidewalk		SF	$ 5.95	$ -				$ -				$ -
Commerical DWY Appr		SF	$ 10.75	$ -				$ -				$ -
Handicap ramp		EA	$2,390.00	$ -				$ -				$ -
6" AC dike		LF	$ 13.10					$ -				$ -
8" AC dike		LF	$ 17.87					$ -				$ -
AC pavement 5.5" (9,806 SF) (144lbs/CF)	324	TN	$ 100.00	$ 32,400.00				$ -				$ (32,400.00)
*AC pavement/Native 3"		SF	$ 1.75					$ -				$ -
Aggregate base 7" (9,806 SF) (150lbs/CF)	429	TN	$ 40.00	$ 17,160.00				$ -				$ (17,160.00)
Roadway excavation		**CY**	**$ 15.50**	**$ -**	1	LS	$25,093.00	$ 25,093.00				$ 25,093.00
Barricades		EA	$2,500.00					$ -				$ -
AC Overlay 1 1/2"	6010	SF	$ 0.90	$ 5,409.00	25,400	SF	$0.95	$ 24,130.00				$ 18,721.00
Fog Seal	15,816	SF	$ 0.63	$ 9,964.08	12500	SF	$0.77	$ 9,625.00				$ (339.08)
Preparation of subgrade	9806	SF	$ 0.36	$ 3,530.16				$ -				$ (3,530.16)
Street name signs		EA	$ 595.00					$ -				$ -
Regualtory signs	4	EA	$ 297.50	$ 1,190.00				$ -				$ (1,190.00)
Stop sign		EA	$ 358.00	$ -				$ -				$ -
Guide marker		EA	$ 89.50					$ -				$ -
Saw cut		LF	$ 4.15	$ -				$ -				$ -
Relocate chain link fence		LF	$ 8.35					$ -				$ -
Chain link		F	$ 28.60					$ -				$ -
AC removal		SF	$ 0.72	$ -				$ -				$ -
Street tree		EA	$ 416.50					$ -				$ -
Street light		EA	$6,810.00	$ -				$ -				$ -
Remove street light		EA	$1,702.00					$ -				$ -
Grading (import soil)		CY	$ 14.25					$ -				$ -
Remove curb and gutter		LF	$ 4.50	$ -				$ -				$ -
Street striping	3662	LF	$ 0.48	$ 1,757.76	1	LS	$8,532.00	$8,532.00				$ 6,774.24
AC street cut repair		CY	$ 149.00					$ -				$ -
AB street cut repair		CY	$ 101.30					$ -				$ -
Cold mill		SF	$ 1.50		25,400	SF	$1.58	$40,132.00				$ 40,132.00
Sub-Total				**$ 71,411.00**				**$ 107,512.00**				**$ 36,101.00**
Traffic Control				$ -				$ 12,850.00				$ 12,850.00
Total				**$ 71,411.00**				**$ 120,362.00**				**$ 48,951.00**

FINAL COST **$ 120,362.00**

EXHIBIT F

Renaissance Parkway - Median Improvements															
	ENGINEER'S ESTIMATED COST					FINAL ACTUAL COST					DIFFERENCE				
	Quantity	Unit	Unit Cost	Amount	Only 50% eligible	Quantity	Unit	Unit Cost	Amount	Only 50% eligible	Quantity	Unit	Unit Cost	Amount	
6" curb and gutter		LF	$ 18.00						$ -	$ -					
6" curb only		LF	$ 14.30						$ -	$ -					
8" curb and gutter		LF	$ 19.00						$ -	$ -					
8" curb only	2484	LF	$ 15.00	$ 37,260.00	$ 18,630.00	2484	LF	$9.23	$ 22,927.32	$ 11,463.66			$ (5.77)	$ (7,166.34)	
Gutter (Adj to existing curb)		LF	$ 7.75						$ -	$ -					
Cross Gutter		SF	$ 9.50						$ -	$ -					
River rock Cobbles						**6620**	**SF**	**$9.58**	**$ 63,419.60**	**$ 31,709.80**					**$ 31,709.80**
Cobble base material compacted						**1**	**LS**	**$4,788.00**	**$ 4,788.00**	**$ 2,394.00**					**$ 2,394.00**
Handicap ramp		EA	$ 2,390.00						$ -	$ -					
6" AC dike		LF	$ 13.10						$ -	$ -					
8" AC dike		LF	$ 17.87						$ -	$ -					
AC pavement 5.5" (3,361 SF) (144lbs/CF)	111	TN	$ 100.00	$ 11,100.00	$ 5,550.00				$ -	$ -					$ (5,550.00)
*AC pavement/Native 3"		SF	$ 1.75						$ -	$ -					
Aggregate base 7" (3,361 SF) (150lbs/CF)	147	TN	$ 40.00	$ 5,880.00	$ 2,940.00				$ -	$ -					$ (2,940.00)
Roadway excavation		**CY**	**$ 15.50**			1	LS	$25,093.00	$ 25,093.00	$ 12,546.50					$ 12,546.50
Barricades		EA	$ 2,500.00						$ -	$ -					
AC Overlay 1 1/2"	12465	SF	$ 0.90	$ 11,218.50	$ 5,609.25				$ -	$ -					$ (5,609.25)
Fog Seal	15826	SF	$ 0.63	$ 9,970.38	$ 4,985.19				$ -	$ -					$ (4,985.19)
Preparation of subgrade	3361	SF	$ 0.36	$ 1,209.96	$ 604.98				$ -	$ -					$ (604.98)
Street name signs		EA	$ 595.00						$ -	$ -					
Regualtory signs	4	EA	$ 297.50	$ 1,190.00	$ 595.00				$ -	$ -					$ (595.00)
Stop sign		EA	$ 358.00						$ -	$ -					
Guide marker		EA	$ 89.50						$ -	$ -					
Saw cut	2495	LF	$ 4.15	$ 10,354.25	$ 5,177.13	2495	LF	$4.73	$ 11,801.35	$ 5,900.68			$ 0.58	$ 723.55	
Relocate chain link fence		LF	$ 8.35						$ -	$ -					
Chain link		F	$ 28.60						$ -	$ -					
AC removal	19846	SF	$ 0.72	$ 14,289.12	$ 7,144.56	19846	SF	$0.65	$ 12,899.90	$ 6,449.95			$ (0.07)	$ (694.61)	
Street tree		EA	$ 416.50						$ -	$ -					
Street light		EA	$ 6,810.00						$ -	$ -					
Remove street light		EA	$ 1,702.00						$ -	$ -					
Grading (import soil)		CY	$ 14.25						$ -	$ -					
Remove curb and gutter		LF	$ 4.50						$ -	$ -					
Street striping		LF	$ 0.48						$ -	$ -					
AC street cut repair		CY	$ 149.00						$ -	$ -					
AB street cut repair		CY	$ 101.30						$ -	$ -					
Cold mill		SF	$ 1.50						$ -						
Sub-Total				$ 102,472.21	**$ 51,236.11**				**$ 140,929.17**	**$ 70,464.59**					**$ 19,228.48**
Traffic Control				$ -	$ -				$ 14,698.00	$ 7,349.00					$ 14,698.00
Total				$ 102,472.21	**$ 51,236.11**				**$ 155,627.17**	**$ 77,813.59**					**$ 26,577.48**

FINAL COST **$ 77,813.59**

EXHIBIT F

Locust Avenue - Street Improvements													
	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE				
	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	
6" curb and gutter		LF	$ 18.00					$ -					
6" curb only		LF	$ 14.30					$ -					
8" curb and gutter	1341	LF	$ 19.00	$ 25,479.00	1341	LF	$13.17	$ 17,660.97	0			$ (7,818.03)	
8" curb only		LF	$ 15.00	$ -				$ -					
Gutter (Adj to existing curb)		LF	$ 7.75					$ -					
Cross Gutter		SF	$ 9.50					$ -					
Sidewalk	6947	SF	$ 5.95	$ 41,334.65	6947	LF	$3.59	$ 24,939.73	0			$ (16,394.92)	
Commerical DWY Appr	664	SF	$ 10.75	$ 7,138.00	664	SF	$7.48	$ 4,966.72	0			$ (2,171.28)	
Handicap ramp		EA	$ 2,390.00					$ -					
6" AC dike		LF	$ 13.10					$ -					
8" AC dike		LF	$ 17.87					$ -					
AC pavement 5.5" (23,618 SF) (144lbs/CF)	2083	TN	$ 100.00	$ 208,300.00	1578	TN	$85.00	$ 134,130.00	-505			$ (74,170.00)	
*AC pavement/Native 3"		SF	$ 1.75					$ -					
Aggregate base 7" (23,618 sf) (150lbs/CF)	2762	TN	$ 40.00	$ 110,480.00	2631	TN	$35.00	$ 92,085.00	-131			$ (18,395.00)	
Roadway excavation		CY	$ 15.50	$ -	1	LS	$16,849.00	$ 16,849.00	1			$ 16,849.00	
Barricades		EA	$ 2,500.00					$ -					
AC Overlay 1 1/2"	850	SF	$ 0.90	$ 765.00				$ -	-850			$ (765.00)	
Fog Seal	63,984	SF	$ 0.63	$ 40,309.92				$ -	-63984			$ (40,309.92)	
Preparation of subgrade	63134	SF	$ 0.36	$ 22,728.24				$ -	-63134			$ (22,728.24)	
Street name signs		EA	$ 595.00					$ -					
Regualtory signs		EA	$ 297.50					$ -					
Stop sign		EA	$ 358.00					$ -					
Guide marker		EA	$ 89.50					$ -					
Saw cut		LF	$ 4.15					$ -					
Relocate chain link fence		LF	$ 8.35		1042	LF	$22.84	$ 23,799.28	1042			$ 23,799.28	
Chain link		F	$ 28.60					$ -					
AC removal		SF	$ 0.72					$ -					
Street tree & landscaping		**EA**	**$ 416.50**		**5,925**	**SF**	**$6.59**	**$ 39,045.75**	**5925**			**$ 39,045.75**	**NOT ELIGIBLE**
Street light	6	EA	$ 6,810.00	$ 40,860.00	6	EA	$8,485.00	$ 50,910.00	0			$ 10,050.00	
Remove Street Light		EA	$ 1,702.00					$ -					
Traffic signals													
Grading (import soil)		CY	$ 14.25					$ -					
Remove curb and gutter		LF	$ 4.50					$ -					
Street striping	3110	LF	$ 0.48	$ 1,492.80	1	LS	$10,321.00	$ 10,321.00	-3109			$ 8,828.20	
AC street cut repair		CY	$ 149.00					$ -					
AB street cut repair		CY	$ 101.30					$ -					
Cold mill		SF	$ 1.50					$ -					
Sub-Total				$ 498,887.61				$ 414,707.45					
Soft Cost - Full Width Design of Locust Street				$ -				$ 5,500.00					
Total				**$ 498,887.61**				**$ 420,207.45**				$ (84,180.16)	

Landscaping	$ 39,045.75	NOT ELIGIBLE
FINAL COST	**$ 381,161.70**	

EXHIBIT F

Locust Street - Storm Drain Improvements

	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE			
	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount
69" RCP and over		LF	$ 446.00									
66" RCP		LF	$ 397.00									
60" RCP		LF	$ 363.00									
54" RCP		LF	$ 329.00									
48" RCP		LF	$ 295.00									
42" RCP		LF	$ 261.00									
36" RCP	112	LF	$ 227.00	$ 25,424.00	134	LF	$ 112.00	$ 15,008.00				$ (10,416.00)
30" RCP		LF	$ 193.00									
24" RCP	115	LF	$ 159.00	$ 18,285.00	114	LF	$ 75.00	$ 8,550.00				$ (9,735.00)
18" RCP		LF	$ 113.50									
Catch basin - 7'	1	EA	$ 6,240.00	$ 6,240.00	1	EA	$ 6,136.00	$ 6,136.00				$ (104.00)
Catch basin - 14'	1	EA	$ 11,350.00	$ 11,350.00	1	EA	$ 11,856.00	$ 11,856.00				$ 506.00
Catch basin - 21'		EA	$ 17,025.00									
Catch basin - 28'		EA	$ 24,970.00									
Junction structure		EA	$ 2,837.00									
Manhole No. 2	2	EA	$ 5,675.00	$ 11,350.00	3	EA	$ 6,823.00	$ 20,469.00				$ 9,119.00
Local Depression	2	EA	$ 1,192.00	$ 2,384.00				$ -				$ (2,384.00)
Concrete Collar		EA	$ 2,980.00									
Drainage inlet structure		EA	$ 6,810.00									
Drainage outlet structure		EA	$ 2,980.00									
Transistion structure (DW6 #412)		EA	$ 1,790.00									
Grate inlet structure		EA	$ 2,385.00									
Parkway culvert		EA	$ 1,430.00									
Headwall (LA Std)		EA	$ 953.00									
Crushed Rock for Rip Rap	22	CY	$ 47.50	$ 1,045.00	1980	SF	$ 8.90	$ 17,622.00				$ 16,577.00
Concrete Collar		EA	$ 834.00									
Adjustment manhole to FG		EA	$ 715.00	$ -	3	EA	$ 1,243.00	$ 3,729.00				$ 3,729.00
Connect to existing manhole		LS	$ 23,285.00									
Reinforced concrete		CY	$ 953.00									
Sub-Total				$ 76,078.00				$ 83,370.00				$ 7,292.00
Soft Costs - Storm Drain Design				$ -				$ 11,500.00				$ 11,500.00
Total				**$ 76,078.00**				**$ 94,870.00**				**$ 18,792.00**

FINAL COST **$ 94,870.00**

EXHIBIT F

Locust Street - Sewer Improvements

	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE			
	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount	Quantity	Unit	Unit Cost	Amount
Manhole - 60" DIA		EA	$ 5,960.00									
Manhole - 48" DIA	6	EA	$ 4,767.00	$ 28,602.00	5	ea	$ 4,675.00	$ 23,375.00	-1		$ (92.00)	$ (5,227.00)
Drop manhole		EA	$ 5,960.00									
Wyes		EA	$ 119.20									
Clean out		EA	$ 805.00									
Sewer saddle		EA	$ 238.00									
Remodeling existing manhole		EA	$ 1,073.00									
Sewer 4" PVC		LF	$ 35.75									
Sewer 6" PVC		LF	$ 47.50									
Sewer 8" PVC	1376	LF	$ 83.50	$ 114,896.00	1376	lf	$ 52.00	$ 71,552.00	0		$ (31.50)	$ (43,344.00)
Sewer 10" PVC		LF	$ 89.40									
Sewer 12" PVC		LF	$ 95.30									
Sewer 15" PVC		LF	$ 107.25									
Encasement		LF	$ 41.70									
Pavement restoration		SF	$ 7.75									
Sub-Total				**$ 143,498.00**				**$ 94,927.00**				**$ (48,571.00)**
Soft- Costs -				$ -				$ -				$ -
Total				**$ 143,498.00**				**$ 94,927.00**				$ (48,571.00)

DIF FEE PAID /MAX CREDIT	**$ 77,708.40**	
	$ 17,218.60	INELIGIBLE
ELIGIBLE COST / FEE CREDIT	**$ 77,708.40**	

EXHIBIT F

Locust Signal - Intersection Modification												
	ENGINEER'S ESTIMATED COST				FINAL ACTUAL COST				DIFFERENCE			
Description of Improvements	**Quantity**	**Unit**	**Unit Cost**	**Amount**	**Quantity**	**Unit**	**Unit Cost**	**Amount**	**Quantity**	**Unit**	**Unit Cost**	**Amount**
Install Temp Signal conduits and Pull boxes				$ -	1	LS		$ 6,996.00				$ 6,996.00
Modification to Traffic Signal per Plans				$ -	1	LS		$ 19,450.46				$ 19,450.46
Trench and Install Conduit / Mod Signals				$ -	1	LS		$ 3,951.00				$ 3,951.00
Additional Signal Mods and Correction					1	LS		$ 19,608.00				$ 19,608.00
Move pull box out of Street/Install ped button				$ -	1	LS		$ 3,727.00				$ 3,727.00
Sub-Total				**$ -**				**$ 53,732.46**				$ 53,732.46
Soft Costs - Locust Intersection Sign/Signal Design Plans				**$ -**				$ 7,000.00				$ 7,000.00
Total				$ -				**$ 60,732.46**				**$ 60,732.46**

FINAL COSTS **$ 60,732.46**

Recording requested by:

CITY OF RIALTO

Return original to:
City of Rialto
Public Works Department
Engineering Division
335 West Rialto Avenue
Rialto, California 92376

APN 0240-211-39-0-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exempt: No fee for recording per Gov. Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Rialto hereby accepts for maintenance the subject work of improvements as set forth in the contract documents and all change orders applicable thereto subject to the guarantees as set forth in said contract documents.

2. The Rialto City Council on October 13, 2015 accepted the work of improvements set forth in the contract documents for DCT Renaissance Rialto, LLC Project (PM19424). The project was completed on February 24, 2015. APN 0240-211-39

3. The full name and address of the Contractor is:
   Fullmer Construction
   1975 S. Grove Avenue
   Ontario, CA 91761

4. The full name and address of the Owner of Record is:
   DCT Renaissance Rialto, LLC
   c/o DCT Industrial Trust
   12 Corporate Plaza, Suite 150
   Newport Beach, CA 92660

5. Any communications relating to the subject work of improvements shall be directed to the City of Rialto Department of Public Works, Engineering Division, 335 W. Rialto Avenue, Rialto, California 92376. Phone: (909) 421-4999

FOR THE CITY OF RIALTO BY:

Dated:_____

_____

Robert Eisenbeisz, P.E.,
Public Works Director/City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,

Date *Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

_____,

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, AMENDING ITS 2015-2016 FISCAL BUDGET TO ALLOW FOR A CREDIT OR REIMBURSEMENT OF DEVELOPMENT FEES PAID TO DCT RENAISSANCE RIALTO, LLC.

WHEREAS, the budget for fiscal year 2015-2016 of the City of Rialto has been adopted by this Council in its original form, and said budget will need to be amended at times to fulfill the goals of the City; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and transfers, without the consent of the City Administrator; and

WHEREAS, the City Administrator may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: Approve additional appropriations in the Storm Drainage Development Impact Fund Account No. 230-500-4720-3001 in the amount of $18,870, in the Regional Traffic Impact Development Impact Fund Account No. 250-500-4312-3001 in the amount of $35,997, in the Sewage Collection Development Impact Fund Account No. 660-500-7150-3001 in the amount of $8.00, and in the Renaissance Specific Plan Traffic Mitigation Fund Account No. 301-500-4312-3001 in the amount of $60,732, for credits or reimbursement of development fees and fair share fees related to Construction and Credit Agreement by and between the City of Rialto and DCT Renaissance Rialto, LLC, as amended.

\\\\

PASSED APPROVED AND ADOPTED this _____ day of _____, 2015.

_____

DEBORAH ROBERTSON, Mayor

ATTEST:

_____

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

_____

FRED GALANTE, ESQ., City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No.____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the ____ day of _____, 2015.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing Resolution No. ____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA McGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-718	Version:	1	Name:	TAB 8
Type:	Agreement			Status:	Agenda Ready
File created:	9/28/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve Agreement with SunGard Public Sector Inc. to Purchase TRAKiT to Upgrade the City's Land Management Technology System for $386,950; (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Rialto - LM RFP - Vendor Comparison 2015-01-21 (AMC) Exhibit B - TRAKiT Support Modules Exhibit C - SunGard Agreement				

Date	Ver.	Action By	Action	Result

For City Council Meeting (October 13, 2015)

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Assistant CA/Development Services Director

Request City Council to Approve Agreement with SunGard Public Sector Inc. to Purchase TRAKiT to Upgrade the City's Land Management Technology System for $386,950;
(ACTION)

BACKGROUND:
Existing Land Management System
Since July 2000, the Development Services Department has utilized "Eden" to issue permits for the Building Division, Planning Division and the Engineering Division. In addition, the Development Services Department utilizes "Incode" for case management for the Code Enforcement Division and license issuance for the Business License Division.

Both systems are obsolete for providing quality customer service and staff support. Due to increasing development demands and minimum staffing levels for the foreseeable future, an advanced land management system is required. The existing deficiencies of both systems include:

- Public cannot obtain a permit or license or access project information via the web;
- Limited reporting capability for staff to input and review case and project management data;

- Inability to automatically populate data fields, which requires duplicative staff effort to input data; and

- Inadequacies of two systems (Eden and Incode) within one department requiring customers to write multiple checks and creating constraints for staff to obtain information.

- Reliance on manual input and reporting systems.

Request for Proposal for New Land Management System

On November 12, 2013, the City Council approved a Professional Services Agreement amendment with ClientFirst Technology Consulting (ClientFirst) for $19,900 to assist with selection of a vendor to overhaul the City's land management system. Staff estimated the cost of new software at $250,000 to $300,000 with $30,000 for annual maintenance.

In August 2014, staff released the Request for Proposals (RFP #15-012) prepared by ClientFirst. In September 2014, three vendors submitted proposals. The vendors were:

- CRW Systems (CRW) (recently SunGard Public Sector acquired CRW Systems -- "SunGard"); its land management system is called "TRAKiT".

- Tyler (which also owns both Eden and Incode); its land management system is called "Energov".

- Maintstar

In October 2014, staff reviewed all three proposals and selected TRAKiT and Energov for further review. The two vendor proposals were determined to be superior based upon responsiveness to the RFP. Attached is the analysis of all three vendor proposals (Exhibit A).

In December 2014, each vendor conducted two days of demonstrations with department staff. In May 2015, staff conducted a one-day follow-up demonstration on TRAKiT.

On July 22, 2015, the Economic Development Committee recommended SunGard's TRAKiT, subject to further review of SunGard's experience and record in providing land management services to municipal governments and the impact of the CRW acquisition. In addition, the EDC requested City Council Members have electronic access to data and property information in TRAKiT.

ANALYSIS/DISCUSSION:

Selection of TRAKiT System

Both TRAKiT and Energov are superior land management systems that meet the current and future needs of the Development Services Department. In the proposal comparison, both systems were similar or only slightly different in most categories. In the cost comparison, CRW proposed $415,000 for TRAKiT and Tyler proposed $564,515 for Energov.

Users of TRAKiT include the cities of Fontana, Dana Point, San Clemente, San Juan Capistrano, Poway, Escondido, La Quinta, and Oceanside. In April 2015, staff visited the City of Fontana and

reviewed its TRAKiT system. The City of Fontana staff is very satisfied with the system in regards to data collection and storage, permit issuance, inspection coordination and project management (Fontana does not use TRAKiT for business license issuance or Code Enforcement case management). Fontana currently connects the system to its web site.

In June 2015, SunGard acquired CRW. SunGard is one of the three large conglomerates developing mid-sized local government software and is a multi-billion dollar company. It provides computer services for state and local governments. ClientFirst believes CRW is actually a better product with more customers than SunGard's own land management solution. SunGard retained CRW staff and maintains an office in San Diego County, which is CRW's former office.

Staff recommends the TRAKiT system since it meets Rialto's needs for land management technology and costs less than Energov.

Customer Service Improvements Due to TRAKiT System

TRAKiT provides the following support modules for the Development Service Department (Exhibit B):

- Permitting and inspection management
- Project application management
- Code compliance and enforcement
- Citizen response management
- Business and general licenses
- Mobile technology for field access
- Integrated voice responses for inspection services

TRAKiT will improve the following services:

1. Customer Service . TRAKiT allows the public to obtain and pay for building permits (for smaller projects) or business licenses (including renewals) on-line; access building plan or planning review updates; schedule inspections; and, obtain inspection outcomes. By using the web, the public will have options other than visiting the office or contacting staff.

2. Building Division . The system simplifies the data input by staff to issue a permit; inspectors will utilize a tablet to conduct inspections and determine the optimal inspection route (which includes maps); inspectors will input inspection outcomes on the tablet that staff and public can electronically review; the system will assist staff to coordinate plan review with different departments and divisions that should decrease time required for review; and it will allow staff to better coordinate the certificate of occupancy applications.

3. Code Enforcement Division . The officers will utilize a tablet to conduct inspections and record inspection outcomes, pictures and violation notices; it allows officers to better coordinate complaints received; it provides for documents or letters to be automatically printed

based on information inputted in the tablet; and it can calculate abatement costs incurred by the City and track liens issued.

4. Planning Division . The system will simplify data entry and reduce time required to issue a permit; allow staff to monitor projects and the different entitlement applications; and better coordinate among the different departments and division the Precise Plan of Design conditions.

5. Business License Division . The system will reduce the time required to issue a new or to renew a business license; allow staff to review status of entitlement or building permit prior to issuance of license; and, consolidate fee collection under one system.

6. Administration. The systems allow the director and division managers to monitor projects, complaints, and violations; access to different reports to allow for monitoring; and, track funds received and expenses incurred.

Costs

ClientFirst and staff negotiated a project cost. SunGard's final proposal is $386,950 for installation, as follows:

Software and Licensing Fees	$180,000
Implementation and Project Management	$ 87,000
Data Conversion	$ 49,650
Training Services	$ 28,000
Travel and Expenses	$ 9,450
Contingencies/Customizations	$ 25,500
Voice TRAKiT IVR	$ 6.500
Source Code Escrow Fee	$ 850
TOTAL:	$386,950

In addition, $15,000 is required to integrate new credit card technology. TRACKiT does not integrate with the City's existing vendor known as ETS. The additional amount is integrate either ETS or a new vendor combatable with TRACKiT.

The request includes increasing ClientFirst's Purchase Order by $1,950. Currently, the City owes ClientFirst $1,950 for vendor selection services, but insufficient funds exist in the Purchase Order. This ends ClientFirst services.

Staff recommends a contingency of $45,000 to cover unknown costs or additional training. This may include $3,500 to $7,500 to develop additional custom forms; $500 to $1,500 for additional data conversion deliveries; and, $2,500 for additional training days.

The total implementation cost is $458,900, as indicated below. The Fiscal Year 2015-16 budget includes funds for installation.

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SunGard's Installation Proposal	$386,950
Integrate Credit Card Technology	$ 15,000
ClientFirst Invoices Owed (Increase P.O.)	$ 1,950
Contingency*	$ 45,000
TOTAL:	$448,900
*On a as needed basis	

In addition, SunGard's proposes an annual software maintenance and support program for five years. Staff estimates the annual costs as follows:

Fiscal Year 2016-17	$ 42,500
Fiscal Year 2017-18	$ 42,500
Fiscal Year 2018-19	$ 44,625
Fiscal Year 2019-20	$ 44,625
Fiscal Year 2020-21	$ 46,856

Implementation

The implementation process entails significant staff work, mapping City land development processes, staff training, and converting historical data into proper formats for conversion. SunGard proposes to start the implementation in November 2015, with one year required for the implementation prior to TRAKiT going live.

ENVIRONMENTAL IMPACT:
Pursuant to Section 15378 of the California Environmental Quality Act (CEQA), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. Authorization to execute land management system is an administrative function in accordance with the Rialto Municipal Code and is not a project as defined by CEQA.

GENERAL PLAN CONSISTENCY
Purchasing a land management system is consistent with the following Guiding Principles, Goals and Policies of the Rialto General Plan:

Guiding Principle 3: Rialto's Economic Environment Is Healthy and Diverse.

- Businesses, City government, and economic development organizations will continue to work together to strengthen the local economy and support businesses.

- Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report. The City Attorney has approved the attached agreement. However, the City Attorney, staff and Sungard are currently negotiating changes to the agreement as related to Section 4.17 and the final agreement shall be subject to the City Attorney's approval as to form.

FINANCIAL IMPACT:
The total amount required for the TRAKiT system is $386,950, credit card integration is $15,000, and the requested contingency allowance is $45,000 - for a total of $446,950. Funds available are in the following accounts carried-over from Fiscal Year 2014-15:

- 300-500-4150-3030 - $200,000
- 010-500-4260-3030 - $150,000
- 010-500-4260-2011 - $ 96,950

Total $446,950

In addition, the agreement amendment with ClientFirst requires an additional amount of $1,950 for unpaid invoices. Funds to pay for the increase derive from carried-over funds from Fiscal Year 2014-15 in Account Number 010-500-4260-2011.

Staff proposes to assess a fee upon each permit or license to reimburse some or all of the one-time capital and ongoing maintenance costs. The goal is to recapture some or all of the system costs. Staff will conduct a study to determine the reasonable and appropriate fee during the first 90 days after approval.

RECOMMENDATION:
Staff recommends the City Council:

1. Approve agreement (Exhibit C) between the City and SunGard Public Sector Inc. to Purchase TRAKiT to Upgrade the City's Land Management Technology System for $386,950, credit card integration for $15,000 and maximum contingency of $45,000.

2. Approve increase to Purchase Order 2014-1433 with ClientFirst Technology Consulting Firm in the amount by $1,950 for a maximum Purchase Order amount of $21,850 to cover unpaid invoices related to land management vendor selection services.

3. Authorize the City Attorney to make minor changes to the agreement as it relates Section 4.17.

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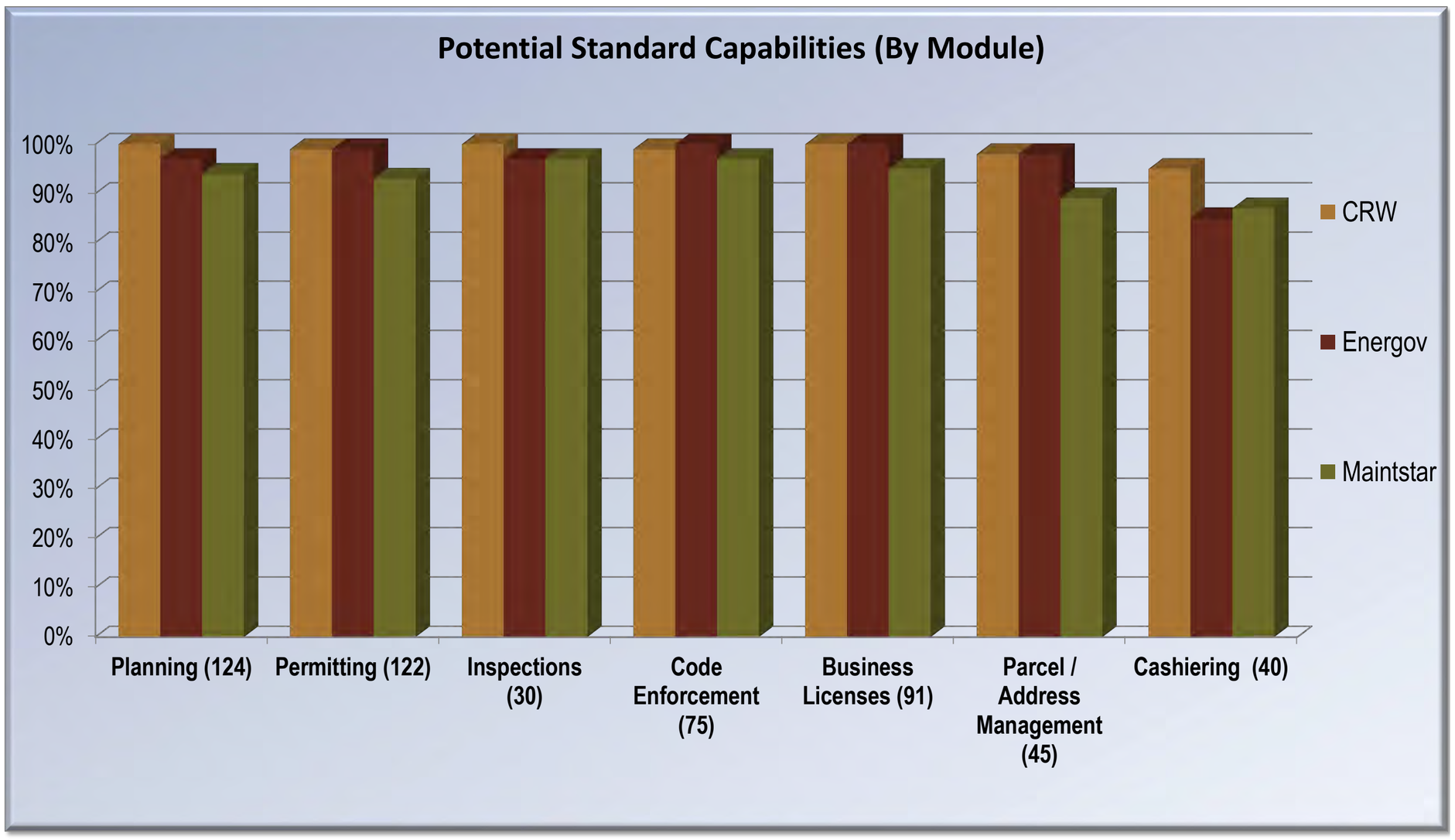
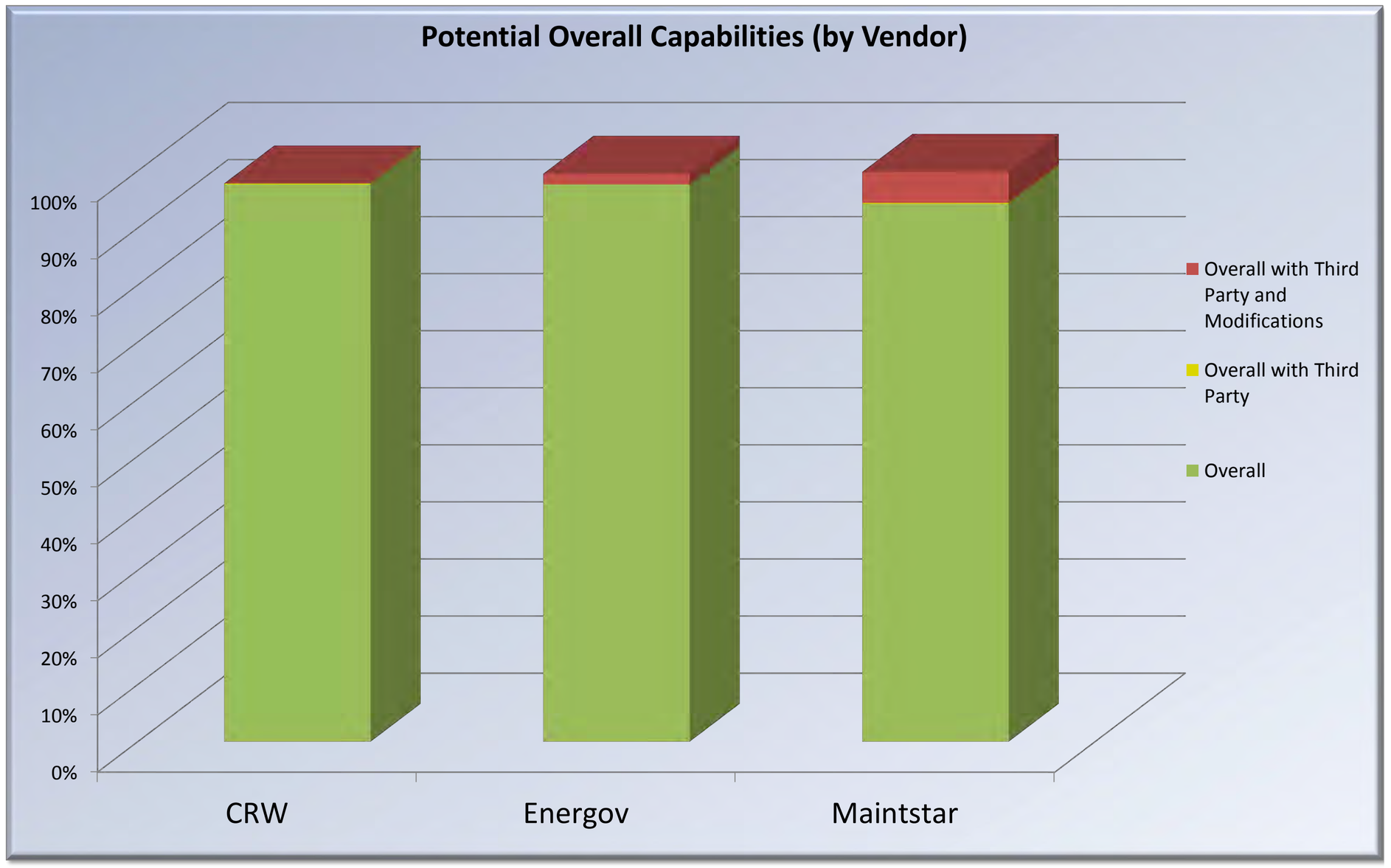
CLIENTFIRST TECHNOLOGY CONSULTING

City of Rialto
Preliminary Vendor Analysis Worksheet

City of Rialto **Land Management** **Information Management System** *Vendor Proposal Comparison Worksheet*	CRW SYSTEMS	tyler technologies / energov a tyler technologies solution	MAINTSTAR
Implementors	**CRW**	**Tyler Technologies**	**Maintstar**
Application	**CRW**	**Energov**	**Maintstar**
Feature/Function Capabilities			
Feature/Function Analysis *(588 Total Features)*			
Planning (124)	**100.0%**	**97.0%**	**94.0%**
Permitting (122)	**99.0%**	**99.0%**	**93.0%**
Inspections (30)	**100.0%**	**97.0%**	**97.0%**
Code Enforcement (75)	**99.0%**	**100.0%**	**97.0%**
Business Licenses (91)	**100.0%**	**100.0%**	**95.0%**
Parcel / Address Management (45)	**98.0%**	**98.0%**	**89.0%**
Cashiering (40)	**95.0%**	**85.0%**	**87.0%**
Ad Hoc Reporting (40)	**85.0%**	**100.0%**	**100.0%**
General System and Security (21)	**86.0%**	**95.0%**	**100.0%**

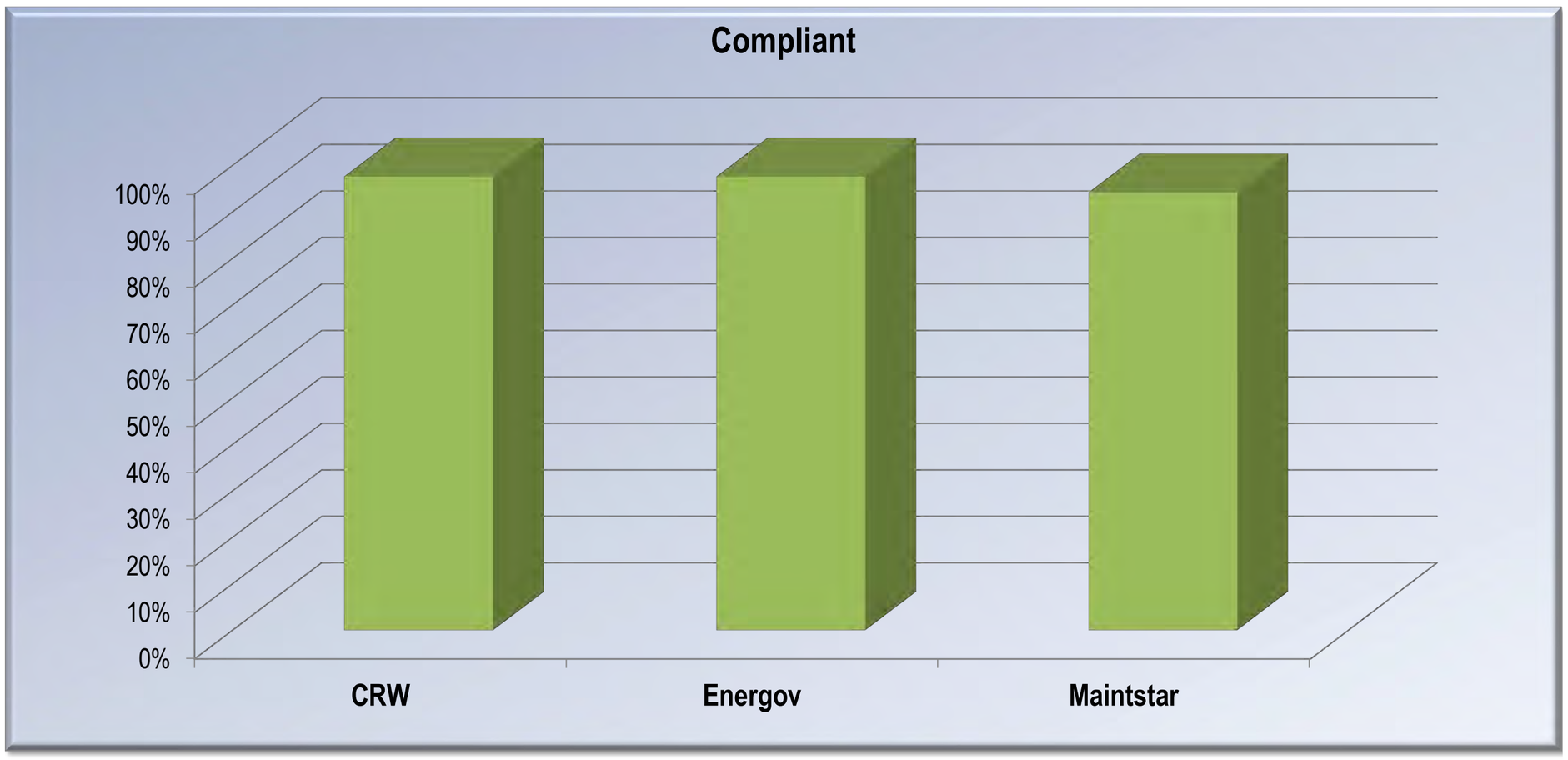


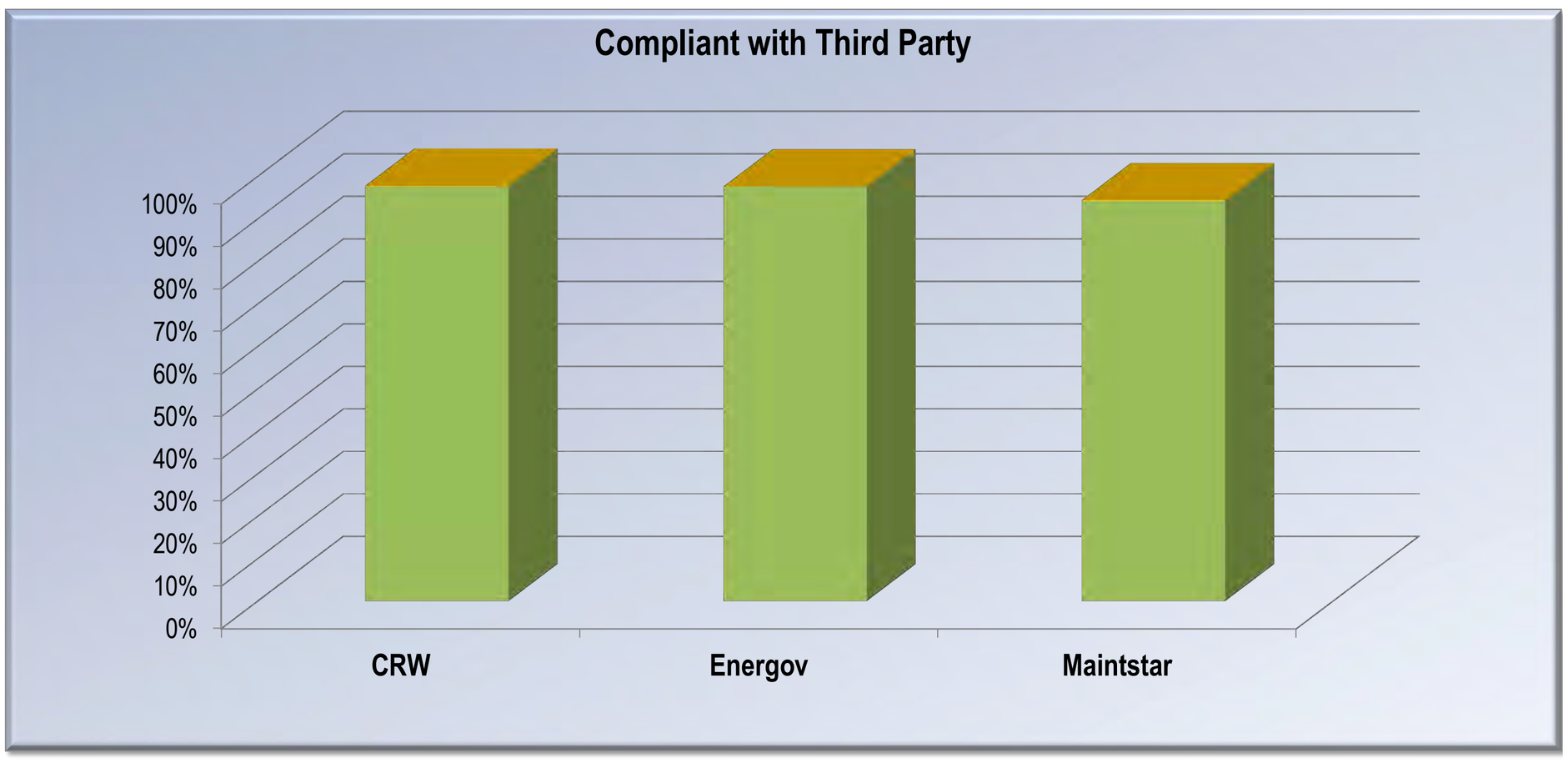
City of Rialto **Land Management** **Information Management System** *Vendor Proposal Comparison Worksheet*	CRW SYSTEMS	tyler technologies / energov a tyler technologies solution	MAINTSTAR
Overall Feature/Function Capabilities			
All Features			
Overall	**97.6%**	**97.6%**	**94.2%**
Overall with Third Party	**97.8%**	**97.6%**	**94.4%**
Overall with Third Party and Modifications	**97.8%**	**99.5%**	**99.8%**



City of Rialto
Land Management
Information Management System
Vendor Proposal Comparison Worksheet

CRW SYSTEMS | tyler technologies / energov a tyler technologies solution | MAINTSTAR

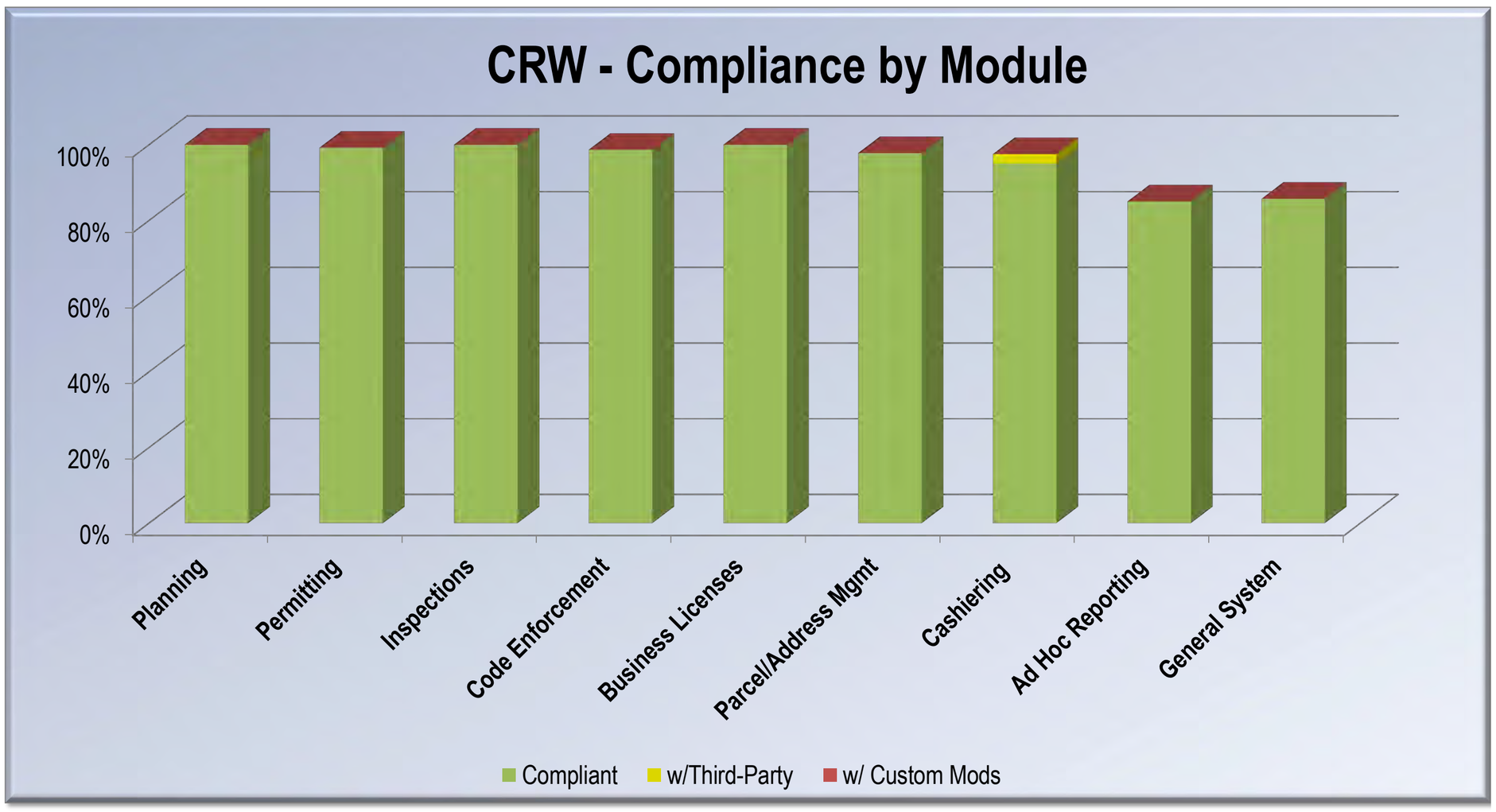


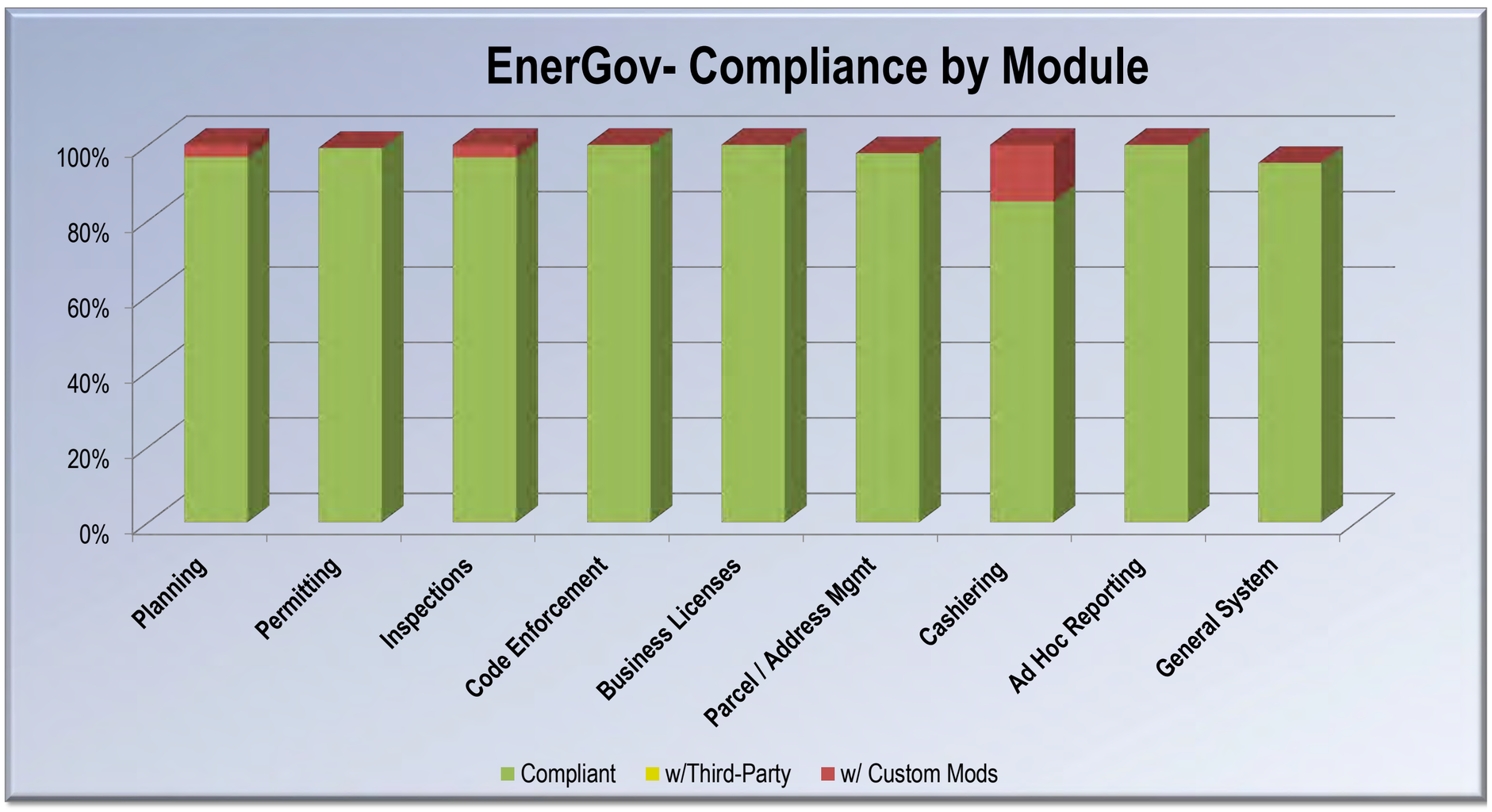


City of Rialto
Land Management
Information Management System
Vendor Proposal Comparison Worksheet

CRW SYSTEMS | tyler technologies / energov a tyler technologies solution | MAINTSTAR

Individual Vendor Compliance Comparison

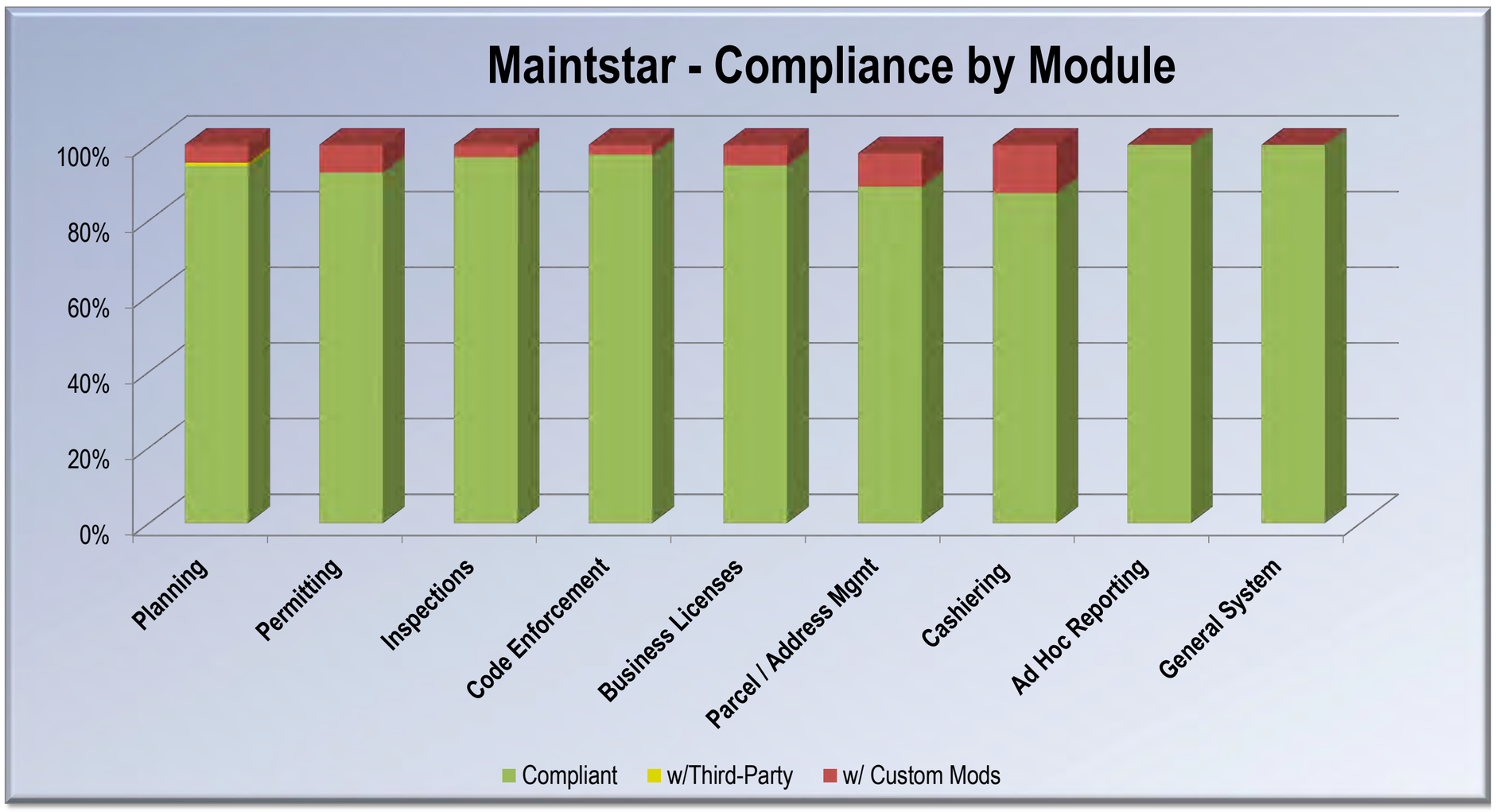




City of Rialto
Land Management
Information Management System
Vendor Proposal Comparison Worksheet

CRW SYSTEMS | tyler technologies / energov a tyler technologies solution | MAINTSTAR

Individual Vendor Compliance Comparison



City of Rialto **Land Management** **Information Management System** *Vendor Proposal Comparison Worksheet*	CRW SYSTEMS	tyler technologies / energov a tyler technologies solution	MAINTSTAR
Vendor Profile			
Location	Carlsbad, CA	Duluth, GA	Irvine, CA
Revenue	$7.10M	309M	Private
Support Hours (PST)	5:00am - 5:00pm	4:00am - 5:00pm	5:00am - 3:00pm
Support Personnel	5	9	17
Total Personnel	43	2,500+	37
Longevity (Years)	22	40+	30
Percent of R&D Dedicated Revenue	15%	6%	Private
Percent of Annual Revenue from New Sales	60%	36%	Private
Percent of Annual Revenue from Recurring Income (i.e., maintenance & support)	40%	64.0%	Private
Vendor Customer Base			
Total - All Customers	174	11000	287
Total Municipalities	145	N/A	N/A
Cities below 50,000 in Population (proposed solution ONLY)	87	122	2
Cities 50,000 - 100,000 in Population (proposed solution ONLY)	86	65	N/A
Cities over 100,000 in Population (proposed solution ONLY)	32	10	1
California City Customers	67	170	10
Planning Projects	73	150	
Permits	74	N/A	3
Code Enforcement	66	75	3
Business Licenses	42	150+	
Online Planning	54	25	
Online Permits	54	55	1
Online Code Enforcement	47	15	1
Online Licensing	34	20	
Electronic Plan Submittal	54	5	
Electronic Review and Markup	6	5	
References			
Total Supplied	10	10	3
Cities Below 50K in Population	1	3	2
Cities 50K - 100K in Population	5	3	0
Cities Over 100K in Population	3	0	0
Other	1	4	1
General System Information			
Year Current Proposed Software Released	2012	2013	2012
Incorporate RFP in Contract	Yes	Yes	Yes
Escrow Source Code w/ Third Party	Yes	Yes	Yes
Development Languages for Proposed Modules	VB.NET	N/A	C#
Proposed Platform	Windows	Windows	Windows
Proposed Database(s)	SQL	SQL	SQL

City of Rialto **Land Management** **Information Management System** *Vendor Proposal Comparison Worksheet*	CRW SYSTEMS	tyler technologies / energov a tyler technologies solution	MAINTSTAR
Premise Based Proposed Costs			
One-Time Costs			
Software License Fees	$ 177,500	$ 214,964	$ 65,000
Software License Discount		$ (6,449)	
Training Fees	$ 27,500	$ 35,000	$ 13,500
Project Management	$ 71,000	$ 54,400	Included
Installation/Implementation Fees	$ 1,500	$ 204,000	$ 19,500
Modifications/Enhancements Estimates	$ -		Included
Report & Inquiry Development	$ 13,500	$ 10,000	$ -
Interface Development Esimates	$ 66,000	$ 15,000	$ 52,500
Conversion Assistance	$ 50,000	$ 24,000	Included
Other (Please List as needed)			
Hardware/System Software (estimates, if applicable)			
System Hardware			
System Software			
Installation (if applicable)			
Other Costs (Please List)			
Taxes			
Travel & Related Expenses	$ 8,550	$ 13,600	Unclear
Total One-Time Costs	**$ 415,550**	**$ 564,515**	**$ 150,500**
Recurring Costs			
Annual SW Support Main.	$ 39,000	$ 42,993	$ 15,000
24/7 Telephone Support Proposed	No	N/A	N/A
Other Recurring:			
Third Party Applications			
Total Recurring Costs	**$ 39,000**	**$ 42,993**	**$ 15,000**

City of Rialto
Land Management
Information Management System
Vendor Proposal Comparison Worksheet

Interface, Conversion and Modification Details

Vendor	CRW		Energov		Maintstar	
	High	Low	High	Low	High	Low
Interfaces						
Planning						
Electronic Plan Submittals	Included	Included				
Building Permits						
CA State Contractors Lic Board (validate licensee info.)	$ 2,500	$ 3,500	Free of Charge	Free of Charge		Included
Cashiering						
Credit Card Payment Processing	$ 5,000	$ 10,000	Included	Included		
GIS						
ArcGIS (Version 10.0)	$ 10,000	$ 25,000	Included	Included	Included	Included
ECMS						
OnBase (Version 10.0)	$ 1,500	$ 7,500				
Ad Hoc Reporting Writer	Included	Included				
Interactive Voice Response (IVR)					$ 15,000	$ 17,500
Accounting (Eden Version 5.11.0.1)	$ 2,500	$ 10,000			$ 15,000	$ 17,500
Cashiering						
General Ledger						
Accounts Receivable						
Account Payable			$ 5,000	$ 5,000		
Project Accounting			$ 5,000	$ 5,000		
Time Entry for Hourly Billing			$ 5,000	$ 5,000		
Other						
County Assessor's Parcel Information	$ 5,000	$ 10,000	free hrough ArcGIS	free hrough ArcGIS	$ 15,000	$ 17,500
Total	**$ 26,500**	**$ 66,000**	**$ 15,000**	**$ 15,000**	**$ 45,000**	**$ 52,500**

City of Rialto
Preliminary Vendor Analysis Worksheet

City of Rialto **Land Management** **Information Management System** *Vendor Proposal Comparison Worksheet*	CRW		Energov		Maintstar	
Vendor	**High**	**Low**	**High**	**Low**	**High**	**Low**
Conversions						
Eden						
Active planning applications	$ 1,500	$ 4,500	$ 3,000	$ 3,000	Included	Included
Active permit applications	$ 3,000	$ 6,000	$ 3,000	$ 3,000	Included	Included
Historical permit records	$ 3,000	$ 6,000	$ 3,000	$ 3,000	Included	Included
Historical inspections	$ 3,500	$ 6,000	$ 3,000	$ 3,000	Included	Included
Incode						
Active code enforcement cases	$ 1,500	$ 3,000	$ 3,000	$ 3,000	Included	Included
Historical code enforcement cases	$ 5,000	$ 10,000	$ 3,000	$ 3,000	Included	Included
Business license master records	$ 2,000	$ 4,500	$ 3,000	$ 3,000	Included	Included
Parcel/property records	$ 5,000	$ 10,000	$ 3,000	$ 3,000	Included	Included
Total	**$ 24,500**	**$ 50,000**	**$ 24,000**	**$ 24,000**	**$ -**	**$ -**

About CRW

Since 1990, CRW Systems, Inc. has been developing integrated software solutions for local government agencies, and our customer list has grown to over 150 agencies across the United States. Our software, TRAKiT™, provides a full suite of applications.

Our software suite has helped countless Community Development Service departments reduce the duplication of work and increase the efficiency of administrative and operational processes. These improvements have been realized across numerous government services.

At CRW, we are dedicated to our customers and work with each agency individually to automate the way you conduct business. CRW provides installation, training, consulting services, data conversion, and extensive technical support. We ensure that your agency's investment results in the ability to provide citizens with the highest quality and most efficient customer service.

Our experienced team is committed to providing solutions that offer real benefits to our customers – up to, during, and well beyond the sale of a system. As a result, we enjoy a very high client retention rate and many more agencies are coming to realize the benefits from implementing the TRAKiT solution.

MODULES

- GeoTRAK/GIS- Land Management & GIS Integration
- PermitTRAK- Permitting & Inspection Management
- ProjectTRAK- Project Application Management
- CodeTRAK- Code Compliance & Enforcement
- CRM TRAK- Citizen Response Management
- LicenseTRAK- Business & General Licenses
- eTRAKiT- Citizen Access Portal
- MobileTRAK- Mobile Technology for Field Access
- eMarkup- Electronic Plan Review
- VoiceTRAKiT- Integrated Voice Response

Benefits

EXPERIENCE

With over 20 years in the industry, our experienced team is committed to providing solutions that offer real benefits to our customers – up to, during, and well beyond the sale. As a result, CRW maintains 100% client retention since 1999 and more agencies are coming to realize the benefits from TRAKiT.

SUPPORT

Ongoing technical support services include downloadable updates, version control, eTraining videos, phone assistance, eHelp documentation, and GoToMyPC direct access to walk through problems live.

EFFICIENCY

A single screen interface allows users rapid access to all the modules and interfaces within the system. The TRAKiT system's expansive list of features and easy to use interface enables clients to reduce duplication of work and increase efficiencies of administrative and operational processes.

CRW SYSTEMS

TRAKiT

CRW SYSTEMS

2036 Corte Del Nogal, Ste 200
Carlsbad, CA 92011
Tel: 858.451.3030
Tel: 888.CRW.2043 (toll free)

PermitTRAK

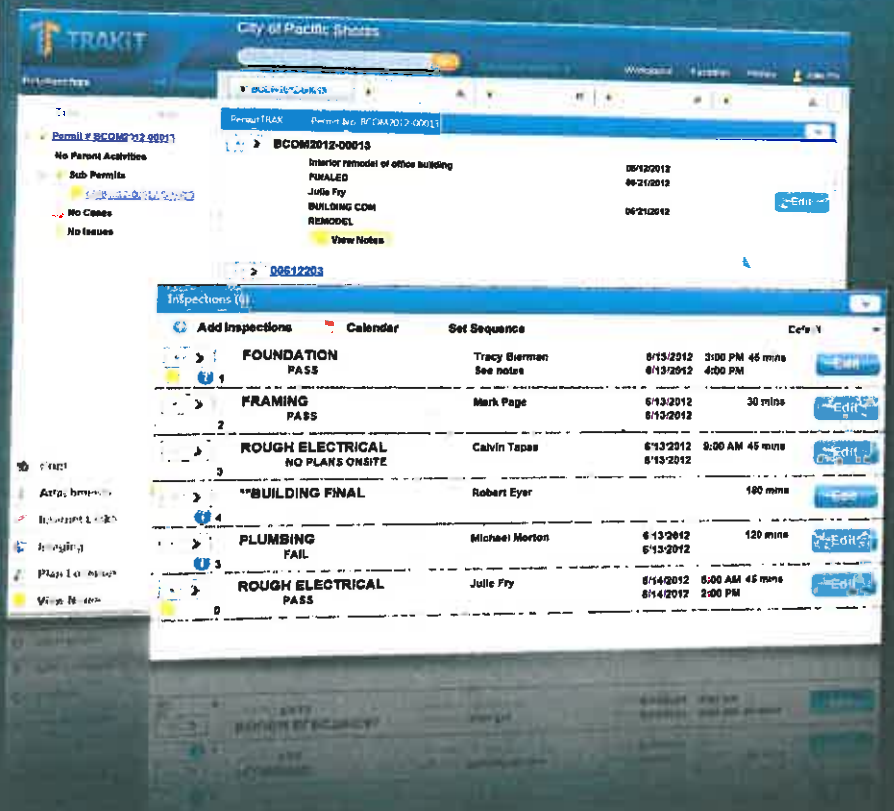
PERMITTING & INSPECTION MANAGEMENT

Streamline your agency's permitting process by tracking the unique workflows for all types of permits from initial application through issuance. Everything the user needs from contact management, related permit information, plan review tracking, inspector scheduling, financial details, and any other required information is captured in PermitTRAK.

Permits tracked within this module are customized according to the agency's workflow requirements, which include permit type and status queues, valuation details, review types, action types, customizable screens, inspection requirements, and fee schedules. Unique procedures can be incorporated to ensure that timelines are met efficiently, reports are executed properly, and managers are alerted when necessary.

FEATURES

- Integrate with social media sites such as Twitter and Facebook
- Unique workflow for each permit type
- Assign and schedule inspections by region, permit type, or inspection type
- Review related cases, projects, sites, or permits
- Compare multiple permits side-by-side
- Manage permit reviews and conditions
- Unlimited user defined search options
- Warning flags for out-of-date contractor licenses
- Copy/duplicate information from another permit
- Require previous inspections
- Create unique job valuations
- User-defined standard comments
- Incorporate unique fee schedules
- Issue permit forms and Certificate of Occupancies
- Utilize inspection checklists



Benefits

SCALABILITY

As permit requirements change new custom fields can easily be added to manage information unique to each permit.

MINIMIZE DATA ENTRY

Automated workflow rules reduce the amount of data entry required by updating the record based on specific activities throughout the permitting process.

DOCUMENT MANAGEMENT

Manage any documents associated with a permit record by attaching them to the record such as documents, reports, photos and plan sets. Attached files of any type can be easily viewed on the record at any time.

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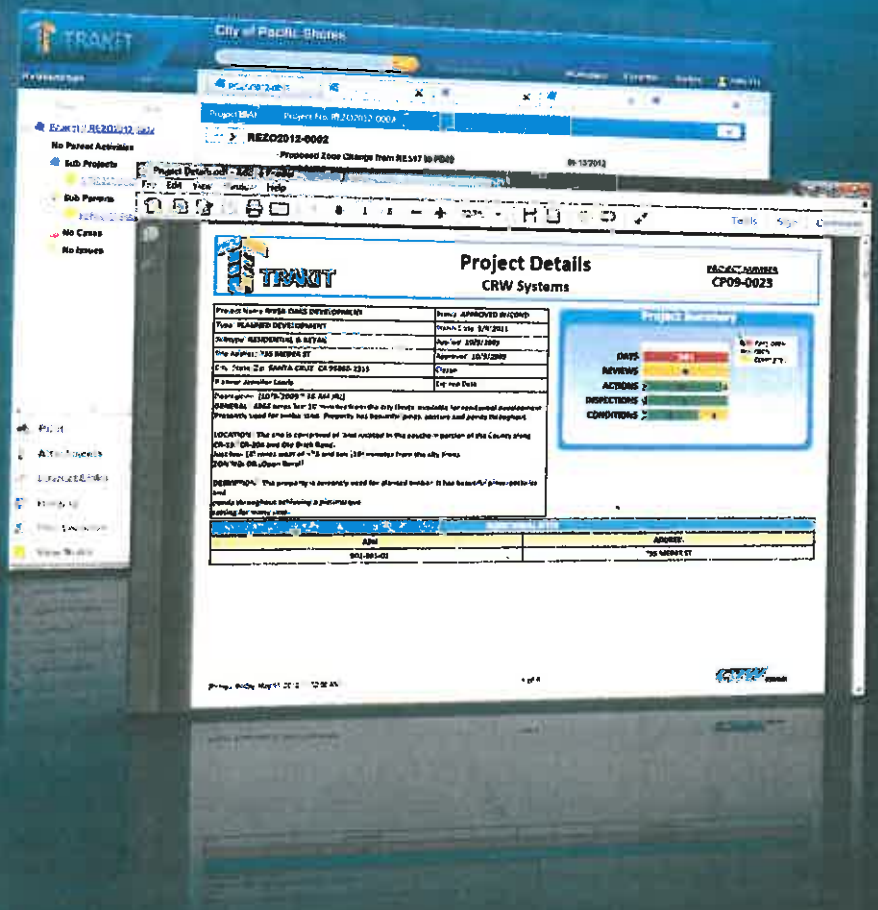
ProjectTRAK

PROJECT APPLICATION MANAGEMENT

ProjectTRAK manages the workflow for all types of projects through the project lifecycle, starting with the application through the review and approval process. All actions assigned and any conditions of approval can be recorded for future evaluation. By providing attachment capability, plans can be scanned with mark-ups and linked as part of the project's history.

A time clock function is also provided to automatically schedule critical points along the project's evolution to ensure that all reviewing agencies stay on target. User-definable screens allow Administrators to easily create additional screen templates to track and record information unique to your agency.



FEATURES

- Chronology features to track phone calls, emails, or letters
- Time sheet for entering time spent reviewing an application
- Project review cycles & notes
- Attach different iterations of plans with mark-ups
- Inspection tracking
- Contact management
- Conditions for approval maintained on project
- Detailed reports for fee information, project tree, and more
- Event scheduler for meeting dates (e.g. Planning Commission)
- Automatic assignment of reviews
- Unique fee schedule for each application type
- Track engineering and public works projects
- Direct interface to GIS for project management
- Issue multiple permits from a single project
- Track annexations and subdivisions

Benefits

ROBUST REPORTING CAPABILITIES

Generate project detail reports, radius notifications, application checklists as well as development review letters with the click of a button.

PARENT/CHILD RELATIONSHIPS

Easily manage a project from start to finish by linking all related records which are readily viewable from any screen.

EVENT AUTOMATION

Enhanced configuration tools to schedule and manage key activities related to development processes.

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CodeTRAK

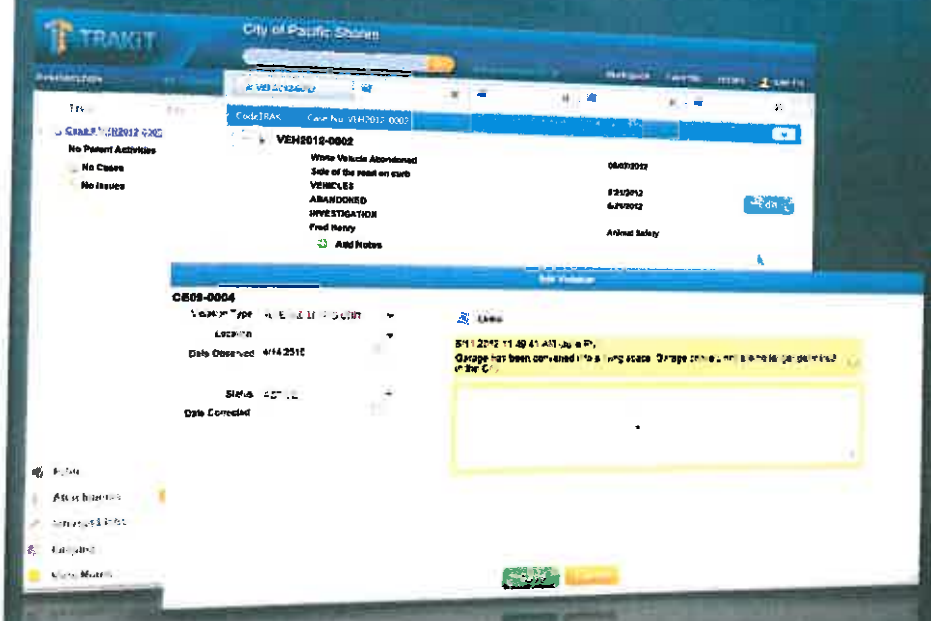
CODE COMPLIANCE & ENFORCEMENT

CodeTRAK provides incident and activity management while tracking the workflow for all types of code enforcement activities from the time a complaint is received through compliance of the incident. When a complaint or violation is entered on a property, CodeTRAK has the option to lock down the parcel record and place a flag on all records associated with the property.

With CodeTRAK, users can maintain contact information and attach images/documents to each issue. Additionally, administrators can create user-defined screens to track and record information unique to your agency. This data can be merged into reports, forms, and other documents.

FEATURES

- Create cases from GIS map
- Lock down parcel when certain case types are created
- Track all dates of activities
- Follow multiple violations on a code case
- Incorporate all code text for easy reference
- Attach photos and letters to records
- Email notifications
- Link to different records
- Generate Case Detail reports
- Event scheduler helps track important dates
- Protect all information from non-Officer staff
- Chronology feature to track any phone calls, emails, or letters
- User definable screens to capture unique information
- Identify addresses using Google Street View
- Generate notice of violations and warnings



Benefits

SPATIAL ANALYSIS

Utilize GIS tools to easily identify areas with high levels of code enforcement issues classified by type and status.

RECORD LOCKING

Lock down properties based on agencies compliance procedures to prevent activity system wide and enhance agency collaboration.

CORRESPONDENCE MANAGEMENT

Easily track all phone calls, emails, site visits etc. by viewing all case details from one screen.

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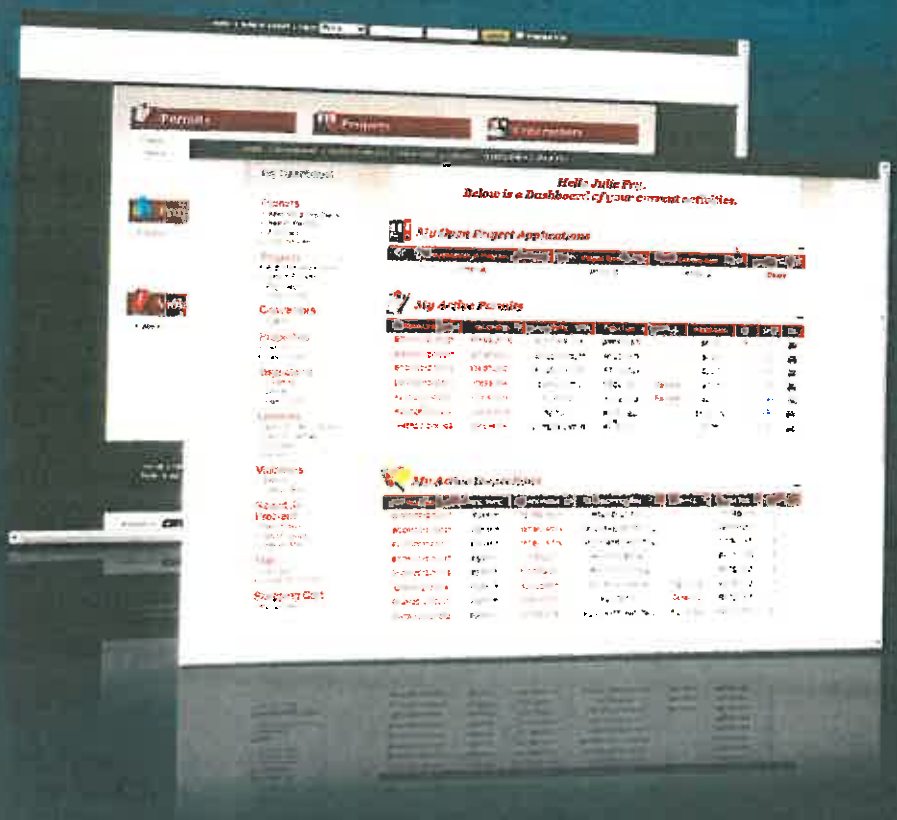
eTRAKiT

CITIZEN ACCESS PORTAL

The public can use our interactive web application eTRAKiT to access permit, project, license, code, land, and inspection information using web-enabled screens and functions. Citizens can request inspections, pay fees, upload plans, apply for permits, file complaints, and much more due to the versatility of eTRAKiT.

eTRAKiT offers several different sign-in preferences for different users, including a general public access, private access to additional details, and a contractor sign-on for additional functions (e.g. requesting inspections). Additionally, if your agency uses outside plan review agencies or inspectors, eTRAKiT can allow them to place their results and upload files to maintain within the same database. Giving citizens 24/7 access to information, eTRAKiT will create less phone traffic into your office, and route your citizens to more immediate responses.



FEATURES

- Designed with several layers of encryption security
- Outside agencies (plan reviewers/inspectors) can result online
- Contractors have unique access to additional review details
- Upload plans online
- Online fee payment portal
- Apply for permits and projects online
- Schedule inspections online
- File a complaint online and track the progress
- Update business license information & renewal fees
- Look up record details
- Restrict access to certain users based on sign-on privileges
- Advanced search features
- View parcel location on an integrated GIS Map
- Examine inspection history and notes made by Inspectors

Benefits

24/7 SERVICE

Citizens can obtain property details and information regarding development activity 24/7 such as review notes, inspections, etc.

USER DASHBOARD

Logged in users can view all applications they've started but haven't completed as well as any active permits, projects, licenses they've applied for. Easily print, schedule inspections, pay fees, obtain status all from a single screen.

ONLINE MAPPING FEATURES

Run standard and ad hoc queries from the map and plot data to quickly see areas with permits or active code violations. Print the map, obtain property details and much more.

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LicenseTRAK

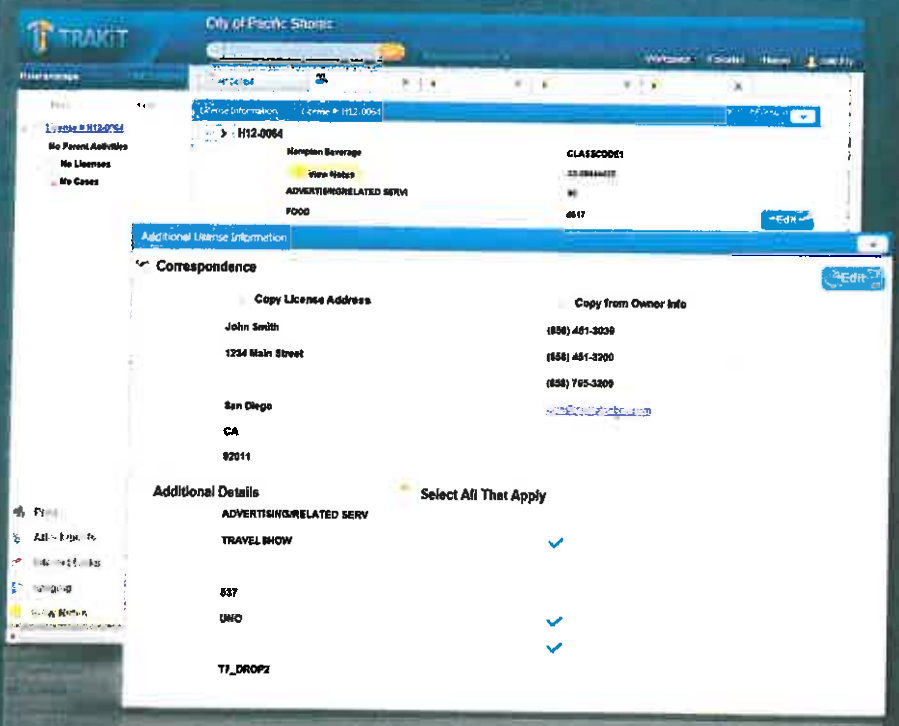
BUSINESS & GENERAL LICENSES

LicenseTRAK is designed to issue and track a variety of different license types, including animal, business, and facilities licensing. Several fields are custom tailored according to the agency's needs, including license types, classification codes, ownership types, and several more customized screen areas. At a glance, a user can quickly review all information pertinent to a specific record.

All insurance details are maintained to track worker's compensation, liability insurance, and state business licensing information. Renewal fees can be processed and automatic batch processes can send out renewal notices to businesses before the due date. Reports can display the number of licenses that are unresolved and any fees collected.

FEATURES

- Maintain all contact information associated with the license
- Allow online management for citizens
- Custom-tailored fields and screens
- Manage all activities and reviews
- Batch process for renewal notices
- Proration and penalty fees automatically calculated
- Assign conditions for a business
- Associate fees unique to each license type
- Move licensee information into AEC TRAK directory
- Link license to a specific parcel
- View related records to a license (e.g. permit)
- Attach documents and photos to a license
- Track all insurance & registration information
- Check off educational courses completed
- Unique licensing requirements and workflows



Benefits

UNMATCHED FLEXIBILITY

Manage all information associated with your unique license types.

SUPERIOR SERVICE

Automate the license issuance and management process. Easily send batch renewal notifications enabling the agency to provide better communication and service to license holders.

ONLINE RENEWAL OPTIONS

Licensees can go online at any time to obtain status update, apply for a license, renew a license and pay fees.

TRAKIT

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MobileTRAK

MOBILE TECHNOLOGY FOR FIELD ACCESS

Using MobileTRAK, inspectors and officers can carry information about permits, code enforcement cases and related inspections on their iPad or Smartphone. Inspectors can modify the inspection status, enter inspection results and notes, and schedule inspections etc. all while in the field.

Using MobileTRAK, inspectors can access needed information from the device of their choice. The Smartphone option allows access to the same details provided in the office, but can be used on smaller devices. Additionally, iTRAKiT was designed to allow remote users the flexibility to utilize TRAKiT from an iPad device even without a constant wireless connection.

FEATURES

- Result Scheduled Inspections
- Utilize Standard Comments
- Modify, schedule and route inspections
- Attachment viewing
- View and update contact information
- View fee details
- To Do List of inspections for defined date range
- View custom screens unique to each record type and add additional information
- Mapping Location
- Ad hoc search functionality to find permits, projects, cases or licenses
- Contractor Access to Request Inspections & Search
- Inspection checklists
- Play recorded messages
- Send notifications via email

Benefits

TO DO LIST

View a to-do-list of assigned inspections with various sort criteria such as date, address, time and type. Inspectors can click on each inspection to obtain full results on the record and result the inspection.

ACCESS TO REAL TIME INFORMATION

Quickly view details about a record and result actions in real time in the field.

SIMPLIFIED INSPECTION MANAGEMENT

Gives inspector's access to key inspection data to quickly and easily complete their daily tasks.

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VoiceTRAKiT

INTERACTIVE VOICE RESPONSE

VoiceTRAKiT IVR incorporates the latest technologies for integrated voice response (IVR) solutions. VoiceTRAKiT interfaces with our TRAKiT application to provide inspection details right through the use of a touch-tone phone.

VoiceTRAKiT has inspector and contractor access options. Contractors can schedule or cancel inspections and obtain inspection results 24 hours a day without needing to contact the agency. Inspectors can result or reschedule inspections in the field providing real-time updates to TRAKiT.

FEATURES

- 24/7 access to information
- Enhance citizen/contractor satisfaction
- Easy to use interface
- Professional voice prompts
- Obtain the status of an inspection
- Access details about a permit
- Modify inspection requests
- Request a new inspection
- Real-time updates provided
- Integration with an Inspector's Work Calendar
- Leave messages for inspectors to provide enhanced communication
- Automates process saving time and resources
- Role based security access
- Out of the box solution does not require configuration

Benefits

24/7 AVAILABILITY

Access and schedule inspections via touch tone phone 24/7.

PRE-DEFINED CALL FLOW

Out of the box, ready to use voice prompts and workflow.

HOSTED SOLUTION

No hardware purchase necessary, this solution is hosted completely by CRW.

TRAKiT

CRW SYSTEMS

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LICENSE ORDER

By the signatures of their duly authorized representatives below, the SunGard entity identified below and the customer identified below ("Customer"), intending to be legally bound, agree to all of the provisions of this License Order (the "Order"), and agree that this Order represents a separate contract between such SunGard entity and Customer, effective upon the latest date shown on the signature page below ("Order Execution Date"). This Order incorporates and is governed by all of the terms of the SunGard Standard Terms and Conditions ("SST") which are contained herein as if the SunGard entity was "SunGard" and Customer was "Customer" thereunder.

Capitalized terms not defined in this Order have the meaning given them in the SST.

SunGard Public Sector Inc.	**City of Rialto, CA**
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

CUSTOMER # _____ SUNGARD ORDER # _____

SOLUTION AND RELATED INFORMATION

1. **SOLUTION:** SunGard TRAKiT applications identified in Section 4(A) below, License Fees

2. **ORDER TERM: Perpetual**

3. **SCOPE OF USE:**

a) COVERED SITES:
This Agreement covers the following CLIENT sites:
1. City of Rialto, California offices

b) COVERED CONFIGURATION
This Agreement covers the following configuration:

__20___ Simultaneous User and __5__ Observer licenses of the Solution (except eMarkup) purchased by CLIENT and installed on ___Unlimited____ workstations. (Platform support Windows 7 Operating System). "Observer" licenses are used for looking at information and running reports within TRAKiT. With an "Observer" license, a user cannot add/edit/delete data.

eMarkup licenses are limited to __5__ concurrent users.

c) REGION: UNITED STATES

4. LICENSE, INITIAL SUPPORT FEES, INITIAL SUBSCRIPTION FEES, AND INITIAL SOURCE CODE ESCROW FEE:

A. License Fees:
SEE PROJECT COST SUMMARY SUPPLEMENT, SECTION "A"

B. Support Fees for the licenses above:

YEAR	FEES
YEAR 1 (Initial Support Term)	$36,000.00
YEAR 2	$36,000.00
YEAR 3	$38,125.00
YEAR 4	$38,125.00
YEAR 5	$40,356.00

C. Subscription Fees for Third Party Products

YEAR	FEES
YEAR 1 (Initial Annual Subscription Fee)	$6,500.00
YEAR 2	$6,500.00
YEAR 3	$6,500.00
YEAR 4	$6,500.00
YEAR 5	$6,500.00

D. Source Code Escrow Fee

YEAR	FEE
YEAR 1 (Initial Annual Source Code Escrow Fee)	$850.00

Software Notes:

1. SunGard shall provide support services for the Solution. Support for the Initial Support Term is provided at the corresponding annual Support fee indicated in the chart above. The Support Fee(s) in the table above for Years 2, 3, 4, and 5 represent the support fee for the corresponding Renewal Support Term and is payable only if Customer elects to extend the term through the corresponding Renewal Support Term as provided for in Section 9.3 of the SST. Should additions to the number of licensed users or the Solution occur during the term of this Agreement or any extension thereof, SunGard shall adjust the fee to reflect the applicable changes and provide CUSTOMER with written notice of such fee change.

2. Third Party Annual Subscription Fee: The initial annual subscription term for any subscription product(s) listed above shall commence on the date of execution of this Quote and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The fees for the initial and subsequent subscription terms 2, 3, 4, and 5 are as listed above. Thereafter, the then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

3. Annual Subscription for VoiceTRAKiT. VoiceTRAKiT allows 2,000 minutes/month of activity. Additional minutes can be purchased in increments of 1,000/month at SunGard's then current rate (currently $100/month).

4. Software Escrow Fees: The amounts provided for in this License Order are exclusive of the annual software escrow charges that Customer must pay directly to Iron Mountain in order to be named as an escrow beneficiary of the Source Code for the Solution pursuant to the Source Code escrow agreement (and specifically, in the "Preferred Beneficiary Acceptance Form" thereof). Should Customer elect to be named as a Preferred Beneficiary by executing the Preferred Beneficiary Acceptance Form, the first year fee of $850 is payable to SunGard Public Sector and is due by not later than thirty (30) days after receipt of the fully executed Preferred Beneficiary Acceptance Form, and thereafter, applicable annual fee amounts will be billed by Iron Mountain (such amounts which will be due at the beginning of the applicable annual period in each instance), and should be remitted by Customer directly to Iron Mountain.

5. SUPPORT TERM:

a. INITIAL SUPPORT TERM: 12 months from the Order Execution Date.

b. RENEWAL SUPPORT TERM(S): Additional one year renewal periods commencing upon the expiration of the Initial Support Term (or anniversary thereof).

6. PROFESSIONAL SERVICES:
SEE PROJECT COST SUMMARY SUPPLEMENT, SECTIONS "B, C, D, E, & F"

Professional Services Notes:

1. The services will be charged to Customer on a fixed fee basis subject to the maximum cost, exclusive of any applicable taxes. As used in this Section, "fixed fee" means that SunGard will provide the services selected by Customer and perform its obligations under this Agreement even if it is required to expend more than the number of hours used to determine the cost set forth in this Agreement and will not charge Customer for such excess hours. However, the cost will change if additional services are necessitated by changes to the scope of the project, or if Customer chooses additional services, software, or hardware following the execution of this Agreement, or if Customer otherwise fails to cooperate with SunGard and/or perform its responsibilities as reasonable required through the course of the project. In no event will the cost to Customer of the work effort identified in the SOW exceed cost as set forth in this Agreement, unless agreed upon in advance in writing signed by authorized representatives of both parties.

2. Travel and living expenses are included in the Project Cost Summary Supplement and will be billed as provided in the Project Milestone and Payment Schedule Supplement. SunGard will not charge Customer for excess travel & living expenses which may be incurred by SunGard in providing onsite services hereunder, up to the number of days onsite as indicated in the Project Cost Summary Supplement. If Customer desires additional onsite services, then additional travel and living expenses may be incurred.

7. THIRD PARTY PRODUCTS:
SEE PROJECT COST SUMMARY SUPPLEMENT, SECTION "G"

8. PAYMENT TERMS.

The amounts noted in the Project Cost Summary Supplement shall be payable as provided in the Project Milestone and Payment Schedule Supplement.

Annual Support Fees: Support Fees are due thirty (30) days prior to the commencement of the Initial Support Term or the Renewal Support Term, as applicable, for which such fees are being remitted.

Third Party Initial Annual Subscription Fees: 100% on the Execution Date.

9. ADDRESSES:

a. CUSTOMER ADDRESS FOR INVOICES: _____

b. CUSTOMER ADDRESS FOR NOTICES: _____

c. CUSTOMER ADDRESS FOR SOFTWARE SHIPMENT: _____

d. SUNGARD'S ADDRESS FOR NOTICES:

SunGard Public Sector Inc.
Attn: Contracts Manager
1000 Business Center Drive
Lake Mary, FL 32746

10. LIABILITY CAP: The amount of the Fee's actually paid by Customer to SunGard under this Order

11. SPECIFIED CONFIGURATION: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard supports the Solution. Customer acknowledges that certain Solutions software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the specified configuration so that SunGard can confirm that it is a configuration on which SunGard supports use of the Solution.

12. OTHER TERMS APPLICABLE TO THIS ORDER:

PROJECT COST SUMMARY SUPPLEMENT
SUPPORT SUPPLEMENT
SUNGARD TRAVEL EXPENSE GUIDELINES
PROJECT SCOPE OF WORK
PROJECT MILESTONE AND PAYMENT SCHEDULE SUPPLEMENT
ASPECT SOFTWARE VOICE TRAKIT IVR THIRD PARTY PRODUCTS SUPPLEMENT
INSURANCE SUPPLEMENT
SOURCE CODE ESCROW SUPPLEMENT
SYSTEM ACCEPTANCE TESTING SUPPLEMENT
SST TERMS AND CONDITIONS
FUNCTIONAL SPECIFICATIONS SUPPLEMENT

PROJECT COST SUMMARY SUPPLEMENT

A. Software & Licensing Fees					
LandTRAK, Standard TRAKiT GIS (ArcGIS Server Version 9.3.1 and above)	$ 10,000	-	Module		
PermitTRAK	$ 10,500	-	Module		
ProjectTRAK	$ 10,500	-	Module		
AEC TRAK	$ 0	-	Module		
CodeTRAK	$ 10,500	-	Module		
CRMTRAK	$ 10,500	-	Module		
LicenseTRAK	$ 10,500	-	Module		
MobileTRAK (iTRAKiT)	$ 15,000	-	Module		
eTRAKiT	$ 15,000	-	Module		
eMarkup	$ 30,000	-	5	Users	
End-User Licensing (concurrent)	$ 40,000	-	20	Users	
End-User Licensing (Read-Only "Observer" licenses as defined herein)	$ 2,500	-	5	users	
CitySourced Real-time integration via TRAKiT API	$ 7500				
TRAKiT+ Magtek integration for counter payments.	$ 7500				
Sub-total:					**$ 180,000**
B. Implementation & Project Management					
System Configuration	$ 22,500	-	30	class. Types	
Control Tables Setup	$ 12,000				
GIS Integration	$ 3,000				
MobileTRAK Configuration	$ 3,500				
eTRAKiT Configuration	$ 5,000				
Voice TRAKiT IVR Configuration Services (remote)	$ 9,500	-			
TRAKiT System Installation – Support	$ 1,500	-	1	remote day	
Kick-off Meeting	$ 2,500	-	1	Day	
Business Process Review (BPR Meeting)	$ 10,000	-	4	Days	
Project Meetings (on-site)	$ 12,500	-	5	Days	
CRW Go-Live Support	$ 5,000	-	2	Days	
Sub-total:					**$ 87,000**
C. Data Conversion					
Assessor, or GIS import	$ 5,200	-	Assessor or GIS data		
Planning Cases	$ 4,500	-	Tyler Eden and Flat File		
Permits and Inspections	$ 7,500	-	Tyler Eden		
Code Cases	$ 6,500	-	Incode		
Business License Master	$ 2,000	-	Incode		
Planning & Building database	$ 23,950		Provided and confirmed via email 5.7.15		
Sub-total:					**$ 49,650**
D. Training Services					
End User Training	$ 12,500	-	5	days	
System Acceptance Training	$ 10,000	-	4	days	
System Admin/Report Writing Training	$ 5,000	-	2	seats	
Voice TRAKiT IVR Training Services (remote)	$ 500	-	1	hour	
Sub-total:					**$ 28,000**

E. Travel & Expenses (21 days onsite)				**$ 9,450**
F. Contingencies / Customizations				
Financial System Integration	$ 2,500	-	Eden (batch script)	
Custom Reports	$ 4,500	-	3 reports	
Custom Forms	$ 9,000	-	9 forms	
CSLB Integration	$ 2,500	-	Web service integration	
EDMS Integration	$ 7,000	-	Onbase Integration	
Sub-total:				**$ 25,500**
G. Third Party Products				
VoiceTRAKiT IVR (Initial Annual Subscription fee)	$ 6,500	-	Module	
Sub-total:				**$ 6,500**
Total of TRAKiT Installation:				**$ 386,100**

APPLICABLE TAXES ARE NOT INCLUDED IN THE SUMMARY ABOVE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO CUSTOMER.

SUPPORT SUPPLEMENT

1. SunGard shall provide to Customer, during SunGard's support hours as set forth in the Support Standards below ("Support Hours"), telephone assistance regarding Customer's proper and authorized use of a new edition of a Solution or Custom Modification (the "Release"), as applicable.

2. SunGard shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving Errors reported by Customer in accordance with this Order. Customer shall provide to SunGard reasonably detailed documentation and explanation, together with underlying data, to substantiate any Error and to assist SunGard in its efforts to diagnose, reproduce and correct the Error. These support services shall be provided by SunGard at Customer location(s) if and when SunGard and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported Error did not, in fact, exist or was not attributable to a defect in the Solution or an act or omission of SunGard, then Customer shall pay for SunGard's investigation and related services at SunGard's standard professional services rates. Customer must provide SunGard with such facilities, equipment and support as are reasonably necessary for SunGard to perform its obligations under this Order, including remote access to the Specified Configuration.

3. Customer shall promptly install and/or use any Release provided by SunGard to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solution shall be furnished by means of new Releases of the Solution and shall be accompanied by updates to the Documentation whenever SunGard determines, in its sole discretion, that such updates are necessary.

4. Support Surcharge Imposed In Certain Instances: At the commencement of any Renewal Support Term where Customer is operating on a Solution version that is more than two (2) general release versions behind the then-current release for any Solution, SunGard will assess a ten percent (10%) surcharge over and above the support fee for that Renewal Support Term, with such surcharge to be imposed on a prorated basis for the portion of the Renewal Support Term that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Solution in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the support surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

Support Standards

I. Support Hours: Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance: Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. Targeted Response Times.

"Notification" means a communication to SunGard's help desk by means of: (i) SunGard's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard's then-current policies and procedures for submitting such communications.

With respect to SunGard's support obligations, SunGard will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution or Custom Modifications identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard "Telephone Support" hour occurring after SunGard's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard's Solution/Custom Modification is not performing a process that has caused a complete work stoppage.	SunGard has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning SunGard's Solution/Custom Modification is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard's online support portal, and b) when SunGard's support representative assigns a case number and conveys that case number to the Customer.*

Customer must provide remote access to its facility using a SunGard approved remote access client so that SunGard can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for SunGard staff and each session participant.

SUNGARD TRAVEL EXPENSE GUIDELINES

SunGard will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Reasonable lodging accommodations are reimbursable, up to $125 per night. If, depending on the city, reasonable accommodations cannot be secured for $125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

$52.00 per day Standard Per Diem

- $10.40 – Breakfast
- $13.00 – Lunch
- $28.60 – Dinner

PROJECT SCOPE OF WORK

Project Overview

The project will go through the following stages of Kick Off > Review > Configure > Test > Train > Go-Live and will have its own milestones and payment schedule as identified in the Project Milestone and Payment Schedule Supplement hereto. Throughout all stages, the Customer's main point of contact at SunGard will be its Project Manager. Should the assigned project manager be unavailable, SunGard will provide an experienced Project Manager in place provided that such Project Manager is reasonably agreeable by Customer in writing. The SunGard Project Manager will be responsible for the overall success on the SunGard side, and will coordinate SunGard resource tasks and schedule. As the Customer's primary contact, the SunGard Project Manager will be present for all regularly scheduled status calls. He/she will defer to other subject matter experts for data migration, training, report writing, configuration, and development where necessary. Any issues will be escalated to the Project Manager in the event that the Customer's needs are not being met.

In situations where Customer believes that the SunGard personnel provided are not qualified, Customer shall inform SunGard's General Manager and/or SunGard's Executive Vice President in writing to include some reason for their dissatisfaction. Possible remedies may include the replacement of the SunGard person providing the service and/or supplementing the person providing the training with another trainer.

Duties & Responsibilities of Customer

Customer will provide all information necessary for SunGard to establish the software's configuration, including but not limited to:

(1) Current valuation and fee structures;
(2) Current Permit, Project, License, and Case type designations and categories;
(3) Examples of all current reports used by the Customer relating to business process management;
(4) Any exceptions to the typical business processes, or any special lifecycle requirements.

The Customer will provide SunGard with access to Customer workstations, servers, and disk space for the purpose of SunGard deploying the acquired Software. Customer workstations and servers must be compatible with software configurations requested by SunGard. SunGard may, at its discretion, provide a workstation to be deployed on the Customer's network for the purpose of demonstrating the configuration of the acquired Software.

The Customer will ensure and provide staff who will be trained in use of SunGard software will have sufficient basic knowledge of existing business processes and MS-Windows functions.

Customer understands that timely completion of the Project is dependent in significant part upon the timely cooperation of Customer in providing information to SunGard necessary to complete the project, including, but not limited to: (a) Data obtained from Customer's present system to be incorporated into the new SunGard software; and (b) information relative to desired letters/reports to be incorporated into the SunGard software.

Stages & Milestones

Each phase will follow its own project life cycle with its own project stages and payment milestones.

Kick Off / Review

Begins:	Notice to proceed from Customer
Ends:	Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer
Description:	This stage of the project involves discussing and documenting how the business processes and systems will function. It will include meetings, both in person and remote, between the SunGard PM and Customer team. The Customer will fill out workbooks based on discussions and guidance from SunGard. The SunGard PM will be the Customer's main point of contact, and is responsible for the overall design of the system. SunGard's data migration team will work with Customer staff to map and document data to be migrated into TRAKiT.

During this stage of the project, SunGard will create a project plan. This project plan will outline tasks, SunGard resource roles, Customer resource roles, duration, dependencies and start/end dates throughout the project. It will be used to help the Customer plan its own internal task scheduling as well as provide shared visibility into timelines as the project progresses. SunGard will be responsible for updating the project plan each week following a status update call with the Customer.

Primary Responsibilities for Customer:

- Communicate project goals, value, schedule internally
- Assist in developing project schedule / milestone dates
- Purchase/install system infrastructure and provide appropriate access (VPN, etc.)
- Ensure that all appropriate subject matter experts participate in all relevant discussions
- Provide process flows, source data, and documentation in a timely manner
- Make informed business decisions in a timely manner
- Complete workbooks with assistance from SunGard
- Provide contact information for any relevant 3rd parties

Primary Responsibilities for SunGard:

- Conduct kick-off meeting with Customer.
- Install base software with demonstration data
- Creation and maintenance of shared project plan
- Organize and lead design sessions with Customer. As permitting consultant and expert on TRAKiT software, provide guidance on best practices, changes to increase efficiency, and challenge Customer's current processes and way of thinking.
- Document TRAKiT configuration requirements, functionality and workflow
- Document interface requirements/mappings
- Services to be provided do not include hardware

Configure

Begins:	Workbook completion and 3rd party integrations sign-off by Customer and SunGard and all data/documentation provided by Customer.
Ends:	Customer sign-off on System Acceptance Begin letter.
Description:	SunGard will be responsible for configuring TRAKiT, while the Customer will be responsible for coordinating any 3rd party vendors and developing any documentation required for system testing. All communication between the Customer and SunGard in this stage is anticipated to be done remotely. The SunGard PM will be the Customer's primary contact with other SunGard resources utilized as-needed.

Primary Responsibilities of Customer:

- Coordinate configuration / development of any 3rd party vendors
- Develop standard operating procedure (SOP) documentation
- Develop testing and training plan
- Participate in weekly status calls

Primary Responsibilities of SunGard:

- Perform agreed-upon configuration / data migration
- Coordinate additional information from Customer as needed
- Lead weekly status calls with Customer
- Maintain shared project plan

Test / Initial Training

Begins:	Customer sign-off on receipt of System Acceptance Begin letter.
Ends:	Customer sign-off on System Acceptance End Letter.

Description: This stage of the project will begin with a SunGard training expert coming onsite to perform System Acceptance training with Customer staff. The Customer will then begin its system acceptance testing process, notifying SunGard as issues / questions arise. There will be remote communication between the Customer and SunGard PM regarding issues and their resolution, with a shared portal so that all team members have visibility to the complete list. SunGard will provide revised delivery(s) for configuration and data integration as needed. During this stage, the Customer will also be testing integration with other 3rd party systems. The Customer will be responsible for communicating issues / resolution with all relevant vendors. The SunGard PM will remain the Customer's main point of contact, but this stage will likely see increased involvement from other SunGard team members for testing support.

Primary Responsibilities of Customer:

- Provide key staff availability and appropriate facilities for training and system acceptance testing
- Execute all phases of testing plan, including 3rd party integration
- Provide constructive, detailed feedback to SunGard based on testing results
- Coordinate issues / resolution to 3rd party vendors
- Amend training plan / SOPs as needed
- Participate in weekly status calls
- Participate in system administration and report writing training at SunGard facilities in San Diego, CA
- Lead end-user training sessions

Primary Responsibilities of SunGard:

- User training for System Acceptance Testing
- Assist Customer with questions / issues on as-needed basis
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Provide iterative configuration / data migration deliveries based on testing feedback
- Lead weekly status calls with Customer
- Maintain shared project plan

Final Training / Go-Live

Begins: Customer sign-off on completed System Acceptance Testing End letter.

Ends: Customer sign-off of completed post go-live follow-up visit from SunGard and no outstanding systems issues

Description: This stage of the project involves using the system in production. The Customer and SunGard will agree upon a go-live week during which the Customer will cease use of existing processes and will begin using TRAKiT for production use. Immediately prior to go-live, SunGard and the Customer will perform data migration from legacy system(s) into TRAKiT.

The Customer will begin production use of TRAKiT with the SunGard PM onsite for support. Although other SunGard team members will likely be involved with support tasks and the resolution of issues, the SunGard PM will continue to be the Customer's main point of contact throughout Go-Live until the system stabilizes and all issues are resolved. A follow-up visit is performed by the SunGard PM roughly 45 days after go-live. The purpose of this visit is to analyze system performance and usage by Customer staff, and to provide any suggestions or facilitate configuration changes that would improve attainment of the Customer's goals.

Primary Responsibilities of Customer:

- Coordinate historical data migration with SunGard
- Coordinate internal and external communication of Go-Live plan and potential business impacts
- Provide staff availability for end-user training
- Follow standard operating procedures
- Provide staff availability for rapid issue response
- Work collaboratively with SunGard team to rapidly solve any production issues as they occur

Primary Responsibilities of SunGard:

- Convert historical data prior to go live
- Provide onsite go-live support
- Work collaboratively with Customer team to rapidly solve any production issues as they occur
- Provide issue tracking portal for team member visibility to issues/status/resolution
- Lead weekly status calls with Customer
- Maintain shared project plan
- Perform follow-up visit

Provide system administration training at SunGard facilities.

Deliverables

Upon receipt of a written Notice to Proceed from Customer, SunGard shall perform the following services:

A. On-Site attendance and participation in project meetings.

Meetings: Project kick-off meeting; business process reviews; software installation; database installation; project implementation meetings.

On Site Days: Customer changes to scheduled travel days within 14 days of project schedule may incur increased travel expenses.

B. Deliver computer software (TRAKiT) and database structures for SQL/Server database.

Deliverable: Computer software; installation instructions; services to install software on Customer network; services to install SQL/Server database and tables. SunGard does not configure/install any hardware.

B.1. Provide eTRAKiT modules for web-based Citizen/Contractor permit processing.

Deliverable: Requires a separate web server hosting the ASP.NET pages to provide the following functions:

(1) Pay fees using a credit card using one of the following vendors. Payment gateways not listed will incur an additional cost. Payment gateway must be specified within 30 days of contract execution.
   - PayPal (Payflow Pro and/or Website Payments Pro)
   - Authorize.NET (standard mode only)
   - Plug 'N' Pay (standard mode only)
   - USA ePay (standard and redirect mode)
   - US Bank (redirect mode only)
   - Virtual Merchant (standard and redirect mode)
   - CSI eCollections (standard mode only)
   - PayGov/PayTrust (standard mode only)
   - Open Pay (standard mode only)

(2) Includes one (1) standard Permit Form for online customers. Changes to permit form will incur an additional cost.
(3) Request inspections as a Contractor or Citizen.
(4) Review inspection, review, condition, fee statuses and updates.
(5) Search general license information. Requires the LicenseTRAK module. Includes one (1) standard License form for online customers. Changes to form will incur an additional cost.
(6) Submit complaints. Requires CRM TRAK module.
(7) Create user logins for citizens and/or contractor login.
(8) Inspector login to change/input results.
(9) Reviewer login to update review notes and status results.

B.2. Provide MobileTRAK module for field-ready iPAD interface.

Deliverable: iTRAKiT module for iPad to provide the following functions:

(1) Login as TRAKiT Inspector.
(2) Complete and result scheduled PermitTRAK inspections from the field.
(3) Utilize in off-line mode without internet connection (GIS will not update).

(4) Provide access to Google Maps.
(5) Calculate efficient route.
(6) Upload photos from iPad, and view associated attachments (requires connection).

B.3. Provide eMarkup module for digital plan markup.

Deliverable: eMarkup module for up to five (5) concurrent user licenses.

(1) Login for review staff.
(2) Ability to open PDF and CAD files to digitally mark-up. Does not affect the source file.
(3) Comment directly on electronic plans.
(4) Save plans back to PermitTRAK and ProjectTRAK attachments.
(5) Provides up to (10) custom stamps. Additional stamps will incur an additional cost.
(6) Installation of ActiveX control on workstations requiring access.

B.4. Provide VoiceTRAKiT IVR module for automated telephone inspection scheduling for the PermitTRAK module.

Deliverable: Hosted VoiceTRAKiT IVR system for up to eight (8) VOIP lines.

(1) Telephone number within the Customer's area code.
(2) Schedule inspections.
(3) Cancel inspections that have been scheduled.
(4) Retrieve inspection results.
(5) Leave a message for the Inspector (messages saved for up to 90 days).
(6) Hidden prompt for Inspector resulting.

B.5. Integration to ArcGIS

Deliverable: The TRAKiT Standard GIS Viewer is delivered with features to enable your agency to manage all development activities such as permits, projects, land management, code enforcement, licensing, and inspections directly from the parcel fabric. Some features are included below:

(1) Accessible from any TRAKiT module
(2) View restrictions for a parcel
(3) Zoom in/zoom out control
(4) Use the mouse wheel to zoom
(5) Full Map button allows immediate access to full map extents
(6) Add new restrictions to a single parcel or multiple parcels at once
(7) Functionality allowing the addition, removal, or copying of records
(8) Allows the selection of multiple records at one time
(9) Create multiple records at once with unique record numbers
(10) Selection List for adding/removing parcels from a selection
(11) Map overview window to easily navigate around screen
(12) Print Map view using a print template
(13) Query and plot TRAKiT data on the map
(14) Allows user to pan around the map
(15) Change the properties of the measurement (metric, feet, acres, etc.)
(16) Export the selection list into Excel
(17) Use Dynamic or Tiled Map services
(18) Select parcels by circle, polygon, line, etc.
(19) View a list of parcels selected within a separate window
(20) Ability to use "sketching" tools on map (different colors, transparencies, pushpin images)
(21) Draw polygons, shapes, squares and lines on map
(22) Insert text directly on the map
(23) Can see related record details (permits, cases, projects, etc.) of the parcel
(24) Clear Selection allows user to clear the selected list
(25) Show Data displays all attributes at the selected parcel
(26) Print reports, labels, or letters for the selected parcel group
(27) Radius Notification allows a buffer distance to be selected for multiple parcels
(28) View a "pop-up" window with details about current selected parcel
(29) Look at streets with Google® Maps Street View (requires Google key)
(30) View pictometry with Microsoft® Bing Maps
(31) Create a query and save custom queries for visually displaying details

(32) Quickly run a saved query from the Advanced Search
(33) Associate different user-specific Bookmarks based on different views
(34) Administrators can change map preferences and import different GIS data
(35) View attribute data for any layer
(36) Route daily Inspections (requires Network Analyst)
(37) Search for properties based on user defined criteria without leaving the map
(38) Export the map into a JPEG
(39) Add external map services
(40) Advanced Table of contents with layer visibility toggle and legend
(41) Integrates with Geocode services
(42) Incorporate push-pins to the map (associate custom push-pins)

C. Provide data conversion services.

Deliverable: Electronic transfer (via FTP or email) of converted database; services to develop conversion software for translation; services to perform data conversion; services to install converted data; services to investigate and correct any errors uncovered during conversion balancing and/or system testing. SunGard does not guarantee the quality of the source data received, but makes reasonable effort to convert all data in the original source that it is provided.

Applies to: Land data from a single source (GIS or Assessor data)
Planning cases from Tyler Eden/Flat File system
Permits & Inspections from Tyler Eden
Code Cases from Tyler Incode
Business License Master from Tyler Incode
Planning & Building database from email described on 5.7.15

Customer will:

(1) Provide to SunGard all tables and files that are necessary for historical data conversion.
(2) Provide all necessary files and data to SunGard within thirty (30) days of project commencement date.
(3) Sign off on Data Conversion Data Mapping Specification provided by SunGard.
    a. While minor changes to this Specification are allowed through the system acceptance period at no additional cost, Customer acknowledges that they will thoroughly review the document, and that the conversion mapping and methodology is correct to the best of Customer's knowledge. Minor changes include:
        i. Modifying translation logic for data sources that are included in this document;
        ii. Converting tables/fields that were previously thought to be unnecessary for conversion, provided those data sources are included in the Specification.
    b. Major changes will incur an additional cost. Major changes include:
        i. Requirements to convert additional data sources;
        ii. Modifications to structure of data sources, including field names or data types;
        iii. Changes requested after the deadline for issue submission;
        iv. Fundamental changes to conversion methodology as determined by SunGard.
(4) Thoroughly test data converted by SunGard after each delivery (total of 4 deliveries), and report issues within the timeframes agreed in the Project Schedule. In the event that unplanned data conversion activities are required, then SunGard and Customer will mutually agree on an appropriate change in project cost.

D. Provide software training.

Customer to provide classroom space, workstations, and networked access to the server for all on-site classes at Customer facilities. If Customer does not have hardware for conducting training, then SunGard can provide onsite laptop labs for an additional cost.

Deliverable: Provide System Administrator training for up to two (2) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.

Deliverable: Provide Report Writing training for up to two (2) Customer staff during scheduled training at SunGard designated facilities. SunGard provides training guides and user manuals as part of training.

Deliverable: Conduct four (4) days of on-site, hands-on System Acceptance training at Customer office. Class size is limited to eight (8) students per day.

Deliverable: Conduct five (5) days of on-site, hands-on End User training at Customer office. Class size is limited to eight (8) students per day.

E. Provide Project Implementation services.

E.1. Custom forms, reports, and routines

Forms/reports must be identified no later than the beginning of the System Acceptance Phase of project.

Deliverable: Develop up to nine (9) custom forms, and up to three (3) custom reports, as directed by Customer staff; provide standard (ICC or other) Valuation tables; develop custom valuations and fee formulas as directed by Customer staff, using information provided by Customer.

Deliverable: Installation of forms, fee tables, types, inspections, and valuation tables in TRAKiT database.

Deliverable: Data import specification (using standard TRAKiT import function) for monthly updates of assessor records.

Customer to provide information regarding fee formulas, usage, permit and project forms.

Customer agrees to provide all necessary custom report and custom form definitions to SunGard within thirty (30) days of project commencement date.

E.2. Deliver integration to Tyler EDEN financial system.

Deliverable: Create a stored procedure/batch script routine to export financial details nightly from the TRAKiT system into the EDEN financial system. A sample export routine with instructions must be provided to SunGard within 30 days of contract execution.

E.3. Deliver integration to OnBase Document Management System

Deliverable: Real-time exchange of attachments moved from TRAKiT into OnBase storage system. Custom interface design to be specified between SunGard and Customer.

Customer will ensure that the product/license is up to date to take advantage of SunGard's integration.

E.4. Deliver California State Licensing Board (CSLB) integration.

Deliverable: Create integration to the California State Licensing Board via Web Service currently offered by the State as of the date of this agreement.

E.5. Deliver TRAKiT API integration to CitySourced App.

Deliverable: Provide SunGard's out-of-the-box API integration to CitySourced for transaction updates between the city-reported incidents and CitySourced App. Customer will use CRM TRAK for routing of incidents.

E.6. Deliver TRAKiT+ Credit Swiper integration with MAGTEK device.

Deliverable: Standard integration accepts both credit and debit cards to be processed through TRAKiT's cashiering interface at the front counter of the Customer's facility. Card must be present and MAGTEK hardware must be purchased separately by Customer.

PROJECT MILESTONE AND PAYMENT SCHEDULE SUPPLEMENT

Target dates on this schedule are intended to reflect projected completion dates for the respective milestone. The time periods indicated are provided as a general understanding of the estimated time period in which various Project items will be completed. Should these represented dates not be executed on the agreed upon dates, then the entirety of the subsequent milestone dates will be moved accordingly.

The time schedule provided herein is based in large part on the assumption that Customer will provide all necessary information to SunGard in a timely manner.

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
1. Contract Execution / Notice to Proceed	Customer signs contract and provides Notice to Proceed.	SunGard signs final contract.	October 2015
2. Delivery of TRAKiT software and License Key		SunGard provides FTP access to facilitate data exchanges with Customer. SunGard delivers Customer software and license key via the FTP site.	TBD
3. First Payment Due $190,000.00 due upon receipt of invoice following Customer's written notice to proceed.	Customer provides First Milestone Payment due - $100,000 License Fees & $90,000 Services.		TBD
4. Project Hand-Off Call	Customer reviews and sets initial Project Timeline dates with SunGard.	SunGard & Customer review Project Timeline; SunGard delivers electronic copies of Configuration Guide.	TBD
5. Confirm Hardware & Required Systems	Customer provides confirmation that all required hardware, servers, database systems, and related components are ready.	SunGard reviews hardware specifications with Customer; SunGard confirms remote access.????????	TBD
6. Initial Data Extract	Customer uploads all legacy databases quoted in the contract to SunGard's FTP site.	SunGard reviews initial data upload.	TBD
7. Project Timeline Sign-Off SIGN OFF	Customer signs-off on remaining project milestone dates.	SunGard provides Customer with timeline dates.	TBD
8. Software Installation	Customer provides remote access to servers.	SunGard installs all TRAKiT software on Customer servers. One workstation will also be tested.	TBD
9. Database Consultation SIGN OFF	Customer conducts meeting with SunGard to discuss the data conversion process and a brief review of the data structure. Customer signs-off on Data Source Document.	SunGard provides suggestions to ensure expectations are reviewed.	TBD
10. GIS Consultation SIGN OFF	Customer conducts meeting with SunGard to discuss the delivery expectations for GIS data.	SunGard offers suggestions to ensure expected delivery is achieved. SunGard provides a sample 'Map Template' to be used within TRAKiT GIS.	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
11. Map Template Delivered		The sample map template is also delivered to the client.	TBD
12. Delivery of Geodatabase	Customer uploads geodatabase onto SunGard's FTP site for data mapping.	SunGard begins mapping the source tables to the TRAKiT structure.	TBD
13. Screenshots of Existing Software	Customer provides screenshots of existing software that relate to the data conversion process.	SunGard reviews screenshots and begins mapping of data; SunGard prepares data mapping document to submit to Customer.	TBD
14. Demo Existing Legacy Systems	Customer conducts an overview of their existing system for SunGard.	SunGard reviews current legacy systems with Customer.	TBD
15. Remote Webinar Training Series	Customer attends and participates in remote 2-hour webinar training sessions for each Core Team.	SunGard conducts webinar training sessions prior to onsite meeting.	TBD
16. Kick-Off Meeting ONSITE	Customer attends and participates in Kick-Off Meeting, which includes a review of the Configuration Guide and Workbook.	SunGard conducts Kick-Off meeting onsite. Reviews Configuration Guide with all Departments, and assists in completing GeoTRAK data fields. SunGard provides workflow samples for future discussions.	TBD
17. 1st Workbook Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook is being updated.	TBD
18. 1st GeoTRAK Workbook Review	Customer reviews land data mapping details and configuration information with SunGard.	SunGard reviews configuration workbook and provides feedback as applicable.	TBD
19. Initial Workflows	Customer provides initial workflows from various Departments for review.	SunGard reviews initial workflows submitted for Business Process Meeting.	TBD
20. Business Process Review Meeting ONSITE	Customer provides business process workflow and corresponding reports/forms used in daily activities. Sessions are divided among various Departments implementing TRAKiT.	SunGard assists the Customer with Workbooks, identifies process adaptations, and reviews specifications for reporting requirements.	TBD
21. 1st Draft of Data Mapping Document ONSITE	Customer to review data mapping document and, when required, participate in a comparison review of legacy data with SunGard.	SunGard to review initial draft of data mapping document with Customer.	TBD
22. 2nd GeoTRAK Workbook	Customer reviews the finalized	SunGard reviews workbook and	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
Review	GeoTRAK workbook.	provides additional feedback as applicable.	
23. eTRAKiT Credit Card Gateway	Customer provides SunGard with eTRAKiT credit card gateway information for integration.	SunGard reviews credit card portal and prepares a scope for expectations.	TBD
24. 2nd Workbook & Workflow Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook & Workflows are being updated.	TBD
25. 2nd Draft of Data Mapping Document	Customer to review data mapping document for legacy data provided by SunGard.	SunGard to review draft of data mapping document with Customer.	TBD
26. Final GeoTRAK Workbook Review	Customer submits and reviews the finalized GeoTRAK workbook.	SunGard reviews workbook and provides additional feedback as applicable.	TBD
27. Final List of Forms/Reports Due	Customer delivers final list of forms and reports and defines custom scripts for additional requirements to SunGard to design.	SunGard reviews custom forms and reports based on contract requirements.	TBD
28. GeoTRAK Workbook Final Collection	Customer provides final version of GeoTRAK workbook, including all mapping, custom screen, and spatial join requirements.	SunGard collects GeoTRAK workbook, completes those spatial joins being handled by SunGard, ensures that mapping is consistent with discussed process.	TBD
29. 3rd Workbook & Workflow Review Remote Discussion	Customer Departments attend review meetings with SunGard.	SunGard conducts a review of business processes with each Department. SunGard ensures that the Configuration Workbook & Workflows are being updated.	TBD
30. Workbook Review Meeting ONSITE	Customer provides Workbooks and copies of needed forms/reports; Customer attends department meetings to offer insight into workflow; Customer provides complete set of source data for conversion.	SunGard collects Customer responses to Workbooks; SunGard conducts Department meetings to ensure understanding of responses and discuss procedural needs; SunGard reviews data to convert with Customer.	TBD
31. Customer Survey	Customer provides feedback on the SunGard efforts to date.	SunGard conducts a review of the project to date.	TBD
32. GeoTRAK Pre-Conversion Review	Customer participates in the pre-conversion review.	GIS Specialist and Data Conversion Specialist review GeoTRAK workbook to clarify mapping and conversion details.	TBD
33. Identify eMarkup stamps	Customer provides all stamps		TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
	necessary for eMarkup.		
34. Project Workbook Draft	Customer provides their completed Project Workbook.	SunGard reviews the submitted workbook.	TBD
35. GeoTRAK Workbook SIGN OFF	Customer signs-off on GeoTRAK workbook.	SunGard provides finalized GeoTRAK workbook for Customer sign-off.	TBD
36. Initial Forms/Reports Scope SIGN OFF	Customer participate in a review of the Forms/Reports requirements and signs-off on the initial Forms/Reports Scope.	SunGard provides the Forms/Reports Scope for Customer sign-off.	TBD
37. Project Workbook SIGN OFF	Customer signs-off on final version of the Workbook.	SunGard will utilize the Workbook in configuration of the system.	TBD
38. Final Data Mapping Document SIGN OFF	Customer approves data mapping document after a review with SunGard's data conversion specialist.	SunGard to provide data mapping documents, layouts, and explanations.	TBD
39. Map Services Delivered	Customer delivers Map services to SunGard prior to Initial Delivery. Map services may include: - iTRAKiT map service for LAT/LON coordinates - eTRAKiT map service - TRAKiT data map service - TRAKiT visual map service	SunGard configures Map services with data.	TBD
40. System Configuration	Customer participates and provides additional information as needed by SunGard.	SunGard configures system according to Workbook responses and meeting discussions; SunGard converts historical data; SunGard creates/customizes reports and/or forms (e.g. Permit Form).	TBD
41. iTRAKiT Services Delivered	Customer finalizes hardware configuration for iTRAKiT remote installation/testing.	SunGard remotely installs iTRAKiT Services on Customer Server.	TBD
42. Initial Delivery ONSITE	Customer will attend the demonstration of the delivery.	SunGard installs and demonstrates configured system with various Departments. eTRAKiT validation/preferences are reviewed with Customer.	TBD
43. Workflow Processes Delivered	Customer receives written workflow processes from SunGard.	SunGard delivers a sample set of workflow processes to Customer for review and use during Training.	TBD
44. Second Payment Due $47,400.00 due upon receipt of invoice following Customer's receipt of	Customer provides Second Milestone Payment due - $22,500 License Fees & $24,900 Services.		TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
written workflow processes			
45. System Acceptance Users Trained ONSITE	Customer will provide meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for initial system configuration.	TBD
46. System Acceptance Testing Period Begins SIGN OFF	Customer "System Acceptance" Users verify accuracy and placement of converted data, forms & reports; Customer tests software configuration; Customer tests program interfaces; Customer tests software customizations; Customer notifies SunGard of desired changes.	SunGard receives change requests from Customer and makes necessary revisions.	TBD
47. GeoTRAK Update Routine SIGN OFF	Customer to review and sign-off on GeoTRAK Update Routine document.	SunGard provide the GeoTRAK Update Routine document.	TBD
48. eMarkup Service Activated	Customer begins testing eMarkup with initial configuration.	SunGard provides access to eMarkup system.	TBD
49. VoiceTRAKiT Service Activated	Customer begins testing VoiceTRAKiT IVR system with initial configuration.	SunGard provides access to VoiceTRAKiT IVR system.	TBD
50. 1st System Acceptance Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and System Acceptance Checklists.	TBD
51. 1st Acceptance Review of Forms/Reports	Customer reviews Forms/Reports provided at Initial Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
52. Initial Delivery Revisions	Customer delivers revision list to SunGard.	SunGard receives review comments from Customer and begins adjusting configured system.	TBD
53. External Interface Review	Customer tests any external data interfaces provided by SunGard; includes land update routine, accounting interface, and other data import routines.	SunGard reviews any external data import/export routines prepared for Customer.	TBD
54. 2nd System Acceptance Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and System Acceptance Checklists.	TBD
55. 2nd Delivery ONSITE	Customer continues review of system.	SunGard delivers revisions to Customer.	TBD
56. **Customer Survey**	Customer provides feedback on the SunGard efforts since the	SunGard conducts a review of the project since the Workbook	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
	Workbook Review.	review.	
57. Third Payment Due $47,400.00 due upon receipt of invoice following Customer's completion of SunGard's customer survey	Customer provides Third Milestone Payment due - $22,500 License Fees & $24,900 Services.		TBD
58. 3rd System Acceptance Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and System Acceptance Checklists.	TBD
59. 2nd Acceptance Review of Forms/Reports	Customer reviews Forms/Reports provided at 2nd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
60. 2nd Delivery Revisions	Customer delivers revision list to SunGard.	SunGard receives review comments from Customer and begins adjusting configured system.	TBD
61. 4th System Acceptance Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and System Acceptance Checklists.	TBD
62. 3rd Delivery	Customer continues review of system.	SunGard delivers revisions to Customer.	TBD
63. GeoTRAK Update Routine Delivery	Customer provides SunGard with credentials/access to configure the GeoTRAK Update Routine.	SunGard initializes the GeoTRAK Update Routine and Python scripts (in GIS if necessary).	TBD
64. GIS Final Review	Customer tests map services and updates with SunGard.	SunGard finalizes GIS configuration for Go Live.	TBD
65. Final Review of Forms/Reports	Customer reviews Forms/Reports provided at 3rd Delivery and provides comments or sign-off.	SunGard receives comments or sign-off from Customer and makes adjustments as necessary.	TBD
66. Final Revisions List ONSITE	Customer delivers final revision list to SunGard.	SunGard receives review comments from Customer and makes final adjustments.	TBD
67. eTRAKiT Final Connection Validated	Customer validates the configuration settings for eTRAKiT portal.	SunGard provides remote assistance for eTRAKiT payment portal.	TBD
68. 5th System Acceptance Testing Review	Customer reviews data & configuration with project manager via remote sessions.	SunGard schedules remote meetings with each Department to review system configuration and System Acceptance Checklists.	TBD
69. Final Delivery	Customer reviews final items submitted.	SunGard installs modified system.	TBD
70. Go Live Dry Run	Customer delivers data in	SunGard develops a Go Live	TBD

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
	preparation for Go Live.	schedule for rehearsal with Customer prior to actual Go Live.	
71. System Acceptance Testing Period Ends SIGN OFF	Customer approves final system before User Training commences.		TBD
72. Fourth Payment Due $47,400.00 due upon receipt of invoice following final System Acceptance.	Customer provides Fourth Milestone Payment due - $22,500 License Fees & $24,900 Services.		TBD
73. Customer Support Transition Preparation		SunGard PM assembles materials necessary to transition the knowledge of the implementation to the SunGard Customer Support team	TBD
74. Customer Support Transition Call	Customer attends remote discussion with SunGard Customer Support team.	SunGard introduces Customer Support team along with expectations for using technical assistance after Go Live.	TBD
75. End User Training ONSITE	Customer provides meeting space and training computers for up to eight (8) staff.	SunGard provides training materials for onsite training.	2 weeks after System Acceptance ends.
76. General System Administration Training ONSITE	Customer core users attend a mini System Administrator training session prior to Go Live.	SunGard conducts an accelerated System Admin session with core users for user privilege and general configuration management.	TBD
77. Transition to Live	Customer provides final extract of historical data to SunGard.	SunGard converts data and loads onto Customer's server.	TBD
78. Go Live ONSITE	Customer Goes Live with TRAKiT, iTRAKiT, VoiceTRAKiT, eMarkup, and eTRAKiT.	SunGard provides Go Live support onsite.	TBD
79. Final Payment $47,400.00 due upon receipt of invoice following the conclusion of thirty (30) days past final Go-Live of the Solution. As used herein, "Go-Live" means Customer's first use of the Solution in a production (and not testing) mode.	Customer provides Final Milestone Payment due - $22,500 License Fees & $24,900 Services.		30 days after completion of Go Live.
80. Follow-up Visit ONSITE	Customer assembles various Departments for review with SunGard.	SunGard conducts an onsite follow-up visit 45 days after Go Live.	45 days after completion of Go Live.
81. Customer Survey	Customer provides feedback on the overall project.	SunGard conducts a final review of the project implementation.	TBD
82. Go-Live System Acceptance REVIEW	Customer reviews that SunGard has provided and committed to all project deliverables.	SunGard provides a letter detailing all project commitments.	45 days after completion of Go Live.

Task	Customer Responsibilities	SunGard Responsibilities	Target Date
System Administrator / Report Writing Training	Customer provides System Administrators for training at a remote location.	SunGard trains Customer staff at any of the following locations & dates.	Date and location to be determined based on availability.

Payment Milestones (Due as noted above)	License Fees	Services	Total Payment
First Milestone	$100,000.00	$ 90,000.00	$ 190,000.00
Second Milestone	$ 22,500.00	$ 24,900.00	$ 47,400.00
Third Milestone	$ 22,500.00	$ 24,900.00	$ 47,400.00
Fourth Milestone	$ 22,500.00	$ 24,900.00	$ 47,400.00
Final Payment	$ 22,500.00	$ 24,900.00	$ 47,400.00
Total:	**$190,000.00**	**$189,600.00**	**$ 379,600.00**

ASPECT SOFTWARE VOICE TRAKIT IVR – THIRD PARTY PRODUCTS SUPPLEMENT

1.1 Aspect Software, Inc. owns the Voice TRAKiT IVR Third Party Product. To facilitate Customer's access and use of the Aspect Software Voice TRAKiT IVR software and subscription services set forth in the Quote ("Third Party Products"), Aspect Software has agreed to allow SunGard Public Sector to provide the Third Party Products to Customer. SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the use and confidentiality restrictions and other provisions of this Quote and the Agreement, the Third Party Products subject to the following additional conditions: (i) the Third Party Products shall be used only in conjunction with any permissible use of the SunGard Public Sector software specifically authorized under the Agreement, (ii) the Third Party Products shall be used only in accordance with licensor's terms and conditions and documentation for the Third Party Products "Acceptable Use Policy". The Acceptable Use Policy is located at www.voxeo.com/aup, and (iii) use is granted pursuant to the agreement between Aspect Software, Inc. and SunGard Public Sector which shall terminate in the event such agreement is terminated. Upon any such termination, Customer shall immediately cease use of the Third Party Product(s).

1.2 During the term of this Quote, SunGard Public Sector shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify SunGard Public Sector software or Third Party Product software). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

Unless as may be otherwise provided in the Acceptable Use Policy, SunGard Public Sector shall provide Level 1 support of the Third Party Products. For purposes herein, Level 1 Support shall mean:

Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

Gathering information about the case, defining and describing the problem, and determining if the Third Party Product(s) is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Product(s) problem by accessing third party online support resources; and

If it is determined to be a Third Party Product problem, contacting the Third Party Product technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third Party Product support engineer.

1.3 Customer is hereby advised that the third party, and not SunGard Public Sector, assumes all responsibility for and liability in connection with the Third Party Products set forth in the Quote, and is solely responsible for delivering the Third Party Product(s) to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard Public Sector is authorized to represent the fees for the Third Party Products as the same is provided for in the Quote and to accept payment of such amounts from Customer on behalf of the third party.

1.4 Disclaimer of Warranties.

Except as may be provided in Section 1.2 above, Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY PRODUCTS. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY PRODUCTS.**

Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars ($1,000,000.00) per occurrence and two-million dollars ($2,000,000.00) annual aggregate, in accordance with the provisions of this section.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability per occurrence limit of at least one million dollars ($1,000,000.00) for bodily injury and property damage including coverages for contractual liability, personal injury, , and property damage.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance with a single limit liability in the amount of one million dollars ($1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance with a policy limit of at least one million dollars ($1,000,000.00) for bodily injury or disease.

SOURCE CODE ESCROW SUPPLEMENT

Escrow of Source Code. Within a reasonable time after the Order Execution Date, SunGard shall arrange, for the benefit of Customer (and Customer shall execute any documents required to receive such benefit), an escrow of the Solution source code with an escrow agent nominated by SunGard ("**Escrow Agent**"), in accordance with SunGard's standard escrow agreement ("**Escrow Agreement**"). The source code for the Solution may be released from escrow, in accordance with the terms and conditions specified in the Escrow Agreement. Customer shall pay all fees due to the Escrow Agent as a result of such escrow (currently $850 per year). Customer acknowledges that the Escrow Agreement shall be deemed null and void and of no effect and that neither SunGard nor the Escrow Agent shall be under any further obligation with respect to such escrow arrangement if: (i) Customer fails to pay the escrow fees when due; or (ii) Customer terminates ongoing support services for the Solution.

Attachments:

Iron Mountain Preferred Beneficiary Access Form
Source Code Escrow Agreement – Iron Mountain Information Property Management – SunGard Public Sector.

SYSTEM ACCEPTANCE TESTING SUPPLEMENT

1. Customer shall commence System Acceptance tests upon written notification from SunGard that system software and database conversion has been installed and is ready for System Acceptance testing. Testing shall be conducted at Customer site, using Customer computer hardware. Customer staff will conduct all System Acceptance Testing.

2. Customer shall be allowed a period of sixty (60) business days for System Acceptance Testing, beginning from the date of notification as provided in paragraph 1 above, and continuing, and completed, as provided in paragraphs 3 and 4 below. Customer shall immediately advise SunGard, in writing, of any error, or perceived error, discovered at any time during the testing period.

3. Upon delivery of written notification from Customer to SunGard of a software system or database conversion error, or other problem, has occurred, SunGard shall have ten (10) business days to address and correct such error so as to render the system operable. SunGard shall provide written notice to Customer that the error has been corrected. During the time period between notification of any error until to such time that SunGard advises Customer of correction of such error the sixty (60) day System Acceptance test period shall be suspended. The thirty (30) day System Acceptance test period shall resume upon notice by SunGard that the previously noticed errors have been corrected and once the corrections have been made available to the Customer.

4. SunGard shall provide written notice to Customer when the sixty (60) day System Acceptance test period has expired. Thereafter, Customer shall have five (5) business days to provide SunGard with written notice of any remaining errors or problems. ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED AT THE LATEST OF THE FOLLOWING DATES: (a) THE DATE WRITTEN NOTICE IS PROVIDED BY SUNGARD TO CUSOMER THAT THE FINAL PROBLEMS IDENTIFIED BY CUSTOMER PURSUANT TO THIS SECTION HAVE BEEN CORRECTED, OR (b) THE DATE OF NOTICE BY SUNGARD TO CUSTOMER INDICATING THAT THE ACCEPTANCE TESTING PERIOD HAS EXPIRED.

5. Customer may begin using the software for productive use following completion of the System Acceptance tests. “Productive Use” shall include the issuance of any building permits, inspections and/or fee collection from the general public.

6. Notwithstanding anything to the contrary, errors or perceived errors in the Solution reported to SunGard during the System Acceptance test period shall be based on the failure of the Solution to perform in accordance with the Documentation in some material respect that precludes acceptance of the Solution by Customer.

SST TERMS AND CONDITIONS

SunGard Standard Terms

These SunGard Standard Terms ("**SST**") may be incorporated into one or more orders referencing these SST (each, an "**Order**"). Each Order, together with these SST, shall form a separate agreement (this "**Agreement**"), by and between the Person identified on the Order ("**Customer**") and the SunGard company identified on the Order ("**SunGard**"), applicable to the proprietary solution identified on the Order (the "**Solution**"), as such Solution may be modified, revised and updated from time to time. Only the Customer and SunGard entities that execute the Order will be liable for the obligations under that Order. Each Order will be effective upon the latest date shown on the signature page of the Order ("**Order Execution Date**").

1. Scope. Customer may use the Solution only in the ordinary course of Customer's internal business operations for the benefit of Customer and only in accordance with the terms on the Order, the Documentation, this Agreement, including the Scope of Use. Customer shall be liable for any breach of the terms of this Agreement by any persons given access to the Solution by Customer.

2. Specified Configuration. Customer shall, at its expense, procure and maintain the computer hardware, systems software and other items required for use of, or access to, the Solution, including those described in the Order and Documentation (the "**Specified Configuration**") and for updating the Specified Configuration in accordance with SunGard's published updates. If not yet completed, Customer shall complete its procurement and installation of the Specified Configuration prior to the scheduled start of implementation. Customer shall devote all equipment, facilities, personnel and other resources reasonably necessary to begin using the Solution in production on a timely basis as contemplated by this Agreement and satisfy any Customer requirements necessary for SunGard to complete the professional services described in Section 6. SunGard is not responsible for any delays or additional fees and costs associated with Customer's failure to timely perform its obligations under this Section 2.

3. Payments.

3.1. Fees. Customer shall pay to SunGard the fees stated in the Order, in accordance with the payment terms stated on the Order. SunGard shall invoice all other fees, as and when incurred. All invoices shall be sent to Customer's address for invoices stated on the Order. Except as otherwise specified on the Order, Customer's payments shall be due within thirty (30) days after the invoice date. SunGard may not increase the fees and charges payable under this Agreement, unless otherwise stated in this Agreement or in the Order. Except as provided in Section 4.2(c), all fees and other amounts paid by Customer under this Agreement are non-refundable.

3.2. Taxes. The fees and other amounts payable by Customer to SunGard under this Agreement do not include any taxes, duties, levies, fees or similar charges of any jurisdiction ("**Taxes**") that may be assessed or imposed in connection with the transactions contemplated by this Agreement, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such Taxes assessed against it, and Customer shall promptly reimburse SunGard for any such Taxes payable or collectable by SunGard. Customer represents that, as a government entity, it is exempt from taxes and will provide valid tax exemption certificate(s). SunGard will accept such exemption certificate(s) from Customer in lieu of taxes if Customer qualifies for exempt status.

3.3. Certain Remedies for Non-payment. If Customer fails to pay to SunGard, within ten (10) days after SunGard makes written demand therefor, any past-due amount payable under this Agreement that is not a Disputed Amount, in addition to all other rights and remedies which SunGard may have, SunGard may, in its sole discretion and with further notice to Customer stating the suspension date, suspend performance of any or all of its obligations under this Agreement (other than Section 5).

4. Warranties, Covenants and Limitations.

4.1. Compliance with Laws. SunGard shall comply with all laws, enactments, orders and regulations applicable to it as the provider of services under this Agreement. Customer shall comply with all laws, enactments, orders and regulations applicable to it as the recipient and user of services under this Agreement.

4.2. No Infringement. SunGard shall indemnify and defend Customer against, any third-party claim asserting that the Solution, as and when made available to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement, infringes upon (i) any patent issued as of the date of this Agreement by a country that is a signatory to the Paris Convention, (ii) any copyright of any country that is a member of the Berne Convention as of the date of this Agreement, or (iii) any trade secret or other proprietary right of any Person (collectively, "**IP Rights**"). SunGard shall have no obligation under this Section 4.2 unless Customer promptly gives notice to SunGard within ten (10) days after the date Customer first receives notice of the applicable infringement claim (provided that later notice shall relieve SunGard of its liability and obligations under this Section 4.2 only to the extent that SunGard is prejudiced by such later notice) and allows SunGard to have sole control of the defense or settlement of the claim. Customer may monitor any such litigation or proceeding at its expense, using counsel of its choosing. The remedies provided in this Section 4.2 are the sole remedies for a claim of infringement or misappropriation hereunder. If any applicable infringement claim is initiated, or in SunGard's sole opinion is likely to be initiated, SunGard may at its option and expense:

(a) modify or replace all or the allegedly infringing part of the Solution so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for Customer the right to continue using the allegedly infringing part of the Solution; or

(c) remove all or the allegedly infringing part of the Solution, and (i) if Customer has paid a one-time upfront initial license fee for the applicable Solution, refund to Customer the corresponding portion of the license fee paid by Customer to SunGard for the applicable Solution, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Execution Date, or (ii) if Customer is paying for the use of the Solution on a recurring basis, refund to Customer the corresponding portion of the unused recurring fee(s) paid by Customer to SunGard with respect to the applicable Solution, and in each such case this Agreement shall terminate with respect to the Solution or part thereof removed.

4.3. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), SunGard will check the Solution, as well as any systems used to deliver the Solution, for any viruses, worms or similar harmful code ("**Harmful Code**") and will use commercially reasonable efforts to eliminate any such Harmful Code that SunGard discovers.

4.4. Exclusion for Unauthorized Actions. SunGard is not liable under any provision of this Agreement for any performance problem, claim of infringement or other matter to the extent attributable to any unauthorized or improper use or modification of the Solution by or on behalf of Customer, any unauthorized combination of the Solution with other software or services (other than as specified in the Specified Configuration), any use of any version of the Solution other than the Supported Release, a failure to subscribe to support services if then offered for the Solution, any Third-Party Hardware or Third-Party Services, and Third-Party Software or Open Source Software (except as set forth in Sections 4.10 and 4.12), any wrongful act or omission by Customer, its Affiliates or its customers or any breach of this Agreement by Customer.

4.5. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations, which shall be suspended only for so long as the force majeure event renders Customer unable by any means to transmit payments when due hereunder) as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, theft or criminal misconduct by unrelated third parties, disruption or outage of communications (including the Internet or other networked environment), power or other utility, unavailability of supplies or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.

4.6. Disclaimer. **EXCEPT AS STATED IN SECTIONS 4, 6.5 AND 9.5, THE SOLUTION, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS," AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.**

4.7. Limitations Cap. **EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE LIABILITY CAP.**

4.8. Consequential Damage Exclusion. **UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION, SERVICES OR OTHER SOFTWARE UNDER THIS AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES, (b) LOST PROFITS, (c) LOSS OF BUSINESS, (d) TRADING LOSSES, (e) INACCURATE DISTRIBUTIONS OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CUSTOMER'S USE OF THE SOLUTION OR SERVICES PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THIS AGREEMENT OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FOR PURPOSES OF CLARIFICATION, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" AS BETWEEN CUSTOMER AND SUNGARD FOR THE PURPOSES OF THIS AGREEMENT (i) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2; (ii) CUSTOMER'S OUT-OF-POCKET COSTS TO NOTIFY AFFECTED PERSONS AND/OR PAY FOR CREDIT MONITORING SERVICES FOR SUCH PERSONS FOR A ONE-YEAR PERIOD INCURRED AS A RESULT OF SUNGARD'S BREACH OF SECTION 5.**

4.9. Exceptions. **THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 4.7 AND 4.8 SHALL NOT APPLY TO: (a) BREACHES OF THE SCOPE OF USE; (b) FAILURE TO PAY FEES WHEN DUE; (c) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (d) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; OR (e) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 4.7 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 4.2.**

4.10. Third-Party Software. To facilitate Customer's access and use of the Third-Party Software, the licensor(s) of such Third-Party Software have agreed to allow SunGard to provide the Third-Party Software to Customer subject to the following additional conditions: (i) the Third-Party Software shall be used only in conjunction with any permissible use of the Solution specifically authorized in this Agreement, and (ii) the Third-Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third-Party Software which, unless otherwise included in a specific Supplement to the Order, shall be provided to Customer with the receipt of such Third-Party Software. SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard by the licensor(s) of the Third-Party Software, to the extent possible without additional cost to SunGard, as and if permitted by SunGard's agreement with the licensor of the Third-Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third-Party Software hereunder. In the event of any defect in any Third-Party Software (in the form delivered by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), SunGard will use commercially reasonable efforts to replace or correct the Third-Party Software without charge. If SunGard complies with this provision, it shall face no further liability with respect to any defect in any Third-Party Software.

Unless as otherwise provided in a specific Supplement to the Order, or as provided in the licensor's terms and conditions, SunGard shall provide Level 1 support of the Third-Party Software. For purposes herein, Level 1 Support shall mean:

1) Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;

2) Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third-Party Software problem by accessing third party online support resources; and

3) If it is determined to be a Third-Party Software problem, contacting the Third-Party Software technical support. For new cases, opening a case and selecting a priority. For existing cases, providing the case number and information gathered to the Third-Party Software support engineer.

4.11. Third-Party Hardware and Third-Party Services. Customer is hereby advised that the third party, and not SunGard, assumes all responsibility for and liability in connection with the Third-Party Hardware and Third-Party Services, and is solely responsible for delivering the Third-Party Hardware and Third-Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard is authorized to represent the fees for the Third-Party Hardware or Third-Party Services as

the same is provided for in the Order and to accept payment of such amounts from Customer on behalf of the third party.

4.12. Open Source Software Components. The Solution may be provided with or included Open Source Software, including that Open Source Software identified in the Documentation or on the support services website for the Solution. The Open Source Software is licensed under the terms of the open source license that accompanies or is made available with such Open Source Software, including via a website designated by SunGard. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such Open Source Software. Open Source Software shall not be deemed to be part of the Solution under this Agreement and SunGard shall have no liability relating to such Open Source Software; provided, however, that SunGard shall be responsible for fixing Errors caused by the Open Source Software to the same extent as SunGard's ongoing support obligations as set forth in Section 8.5 and 9.3 of this Agreement.

4.13. Open Negotiation. Customer and SunGard have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability of the parties is to be limited in accordance with the provisions of this Agreement.

4.14. Title and Risk of Loss. In no event will SunGard be deemed to have taken title or any similar right or interest in or of any Third-Party Software or Third-Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third-Party Software or Third-Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4.15. Disclaimer. Except as may be provided in Section 4.10 above, and Section 4.17 below, Customer agrees and understands that **SUNGARD MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD-PARTY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD-PARTY PRODUCTS. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD-PARTY PRODUCTS.**

4.16 Other Limitations. The warranties made by SunGard in this Agreement, and the obligations of SunGard under this Agreement, run only to Customer and not to its Affiliates, its customers or any other Persons. Under no circumstances shall any Affiliate or customer of Customer or any other Person be considered a third-party beneficiary of this Agreement or otherwise entitled to any rights or remedies under this Agreement (including any right to be consulted in connection with any variation or rescission of the Agreement agreed between SunGard and Customer), even if such Affiliates, customers or other Persons are provided access to the Solution or data maintained in the Solution via the Internet or other networked environment. Except to the extent specified in an Order, SunGard shall not be deemed Customer's official record keeper for regulatory or other purposes and shall have no obligation to retain any records or data on Customer's behalf after termination or expiration of this Agreement.

4.17 Full Functionality of Solution. SunGard represents and warrants that, at the time of delivery, the Software will be true copies of SunGard's standard, generally available version of the Software, and will function with the Specified Configuration. SunGard further shall notify the City prior to the First Payment Due and as conducted under Task #5 ("Confirm Hardware and Required Systems") of any issues of the City's computer system that it is aware that may limit or inhibit and that the City needs to correct to fully operate the TRAKiT or Third Party software as part of this Agreement. SunGard acknowledges that the City is relying on this representation by SunGard as MATERIAL consideration in entering into this Agreement.

5. Confidentiality, Security, Ownership and Use Restrictions.

5.1. Confidentiality. The party receiving Confidential Information ("**Receiving Party**") of the other ("**Disclosing Party**") shall not, and shall cause its Authorized Recipients not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement. Receiving Party will use the same reasonable efforts to: (a) protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. Prior to disclosing the Confidential Information to its Authorized Recipients, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct

the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable opportunity to contest such disclosure or obtain a protective order.

5.2. Security.
(a) SunGard will implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of Customer Data; and (iii) protect against unauthorized access to or use of Customer Data. SunGard will review and test such safeguards on no less than an annual basis.
(b) If Customer makes the Solution or data maintained by the Solution accessible through the Internet or other networked environment, Customer shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of the Solution, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
(c) To the extent that Third-Party Users are permitted to have access to the Solution, Customer shall maintain agreements with such Third Party Users that adequately protect the confidentiality and intellectual property rights of SunGard in the Solution and Documentation, and disclaim any liability or responsibility of SunGard with respect to such Third Party Users.

5.3. Personal Data. If SunGard processes or otherwise has access to any personal data or personal information on Customer's behalf when performing SunGard's obligations under this Agreement, then: (i) Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and SunGard shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to SunGard so that SunGard may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include SunGard processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for SunGard to provide the Solution and perform its other obligations under this Agreement; and (iii) SunGard shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

5.4. SG Solution Details. The SG Solution Details are trade secrets and proprietary property of SunGard or its licensors, having great commercial value to SunGard or its licensors. Title to all SG Solution Details and all related intellectual property and other ownership rights shall be and remain exclusively with SunGard or its licensors, even with respect to such items that were created by SunGard specifically for or on behalf of Customer. SunGard and its Affiliates may freely use Feedback without attribution or the need for SunGard, its Affiliates or any third party to pay Customer or any third party any royalties or other fees of any kind. This Agreement is not an agreement of sale, and no intellectual property or other ownership rights to any SG Solution Details are transferred to Customer by virtue of this Agreement. All copies of SG Solution Details in Customer's possession shall be deemed to be on loan to Customer during the term of this Agreement.

5.5. Use Restrictions. Except to the extent specifically authorized by this Agreement, Customer shall not, shall not attempt to, and shall not permit any other Person under its reasonable control to: (a) use any SG Solution Detail for any purpose, at any location or in any manner not specifically authorized by this Agreement; (b) make or retain any Copy of any SG Solution Detail; (c) create or recreate the source code for the Solution, or re-engineer, reverse engineer, decompile or disassemble the Solution except to the extent specifically permitted by applicable law; (d) modify, adapt, translate or create derivative works based upon the Solution or Documentation, or combine or merge any part of the Solution or Documentation with or into any other software or documentation except to the extent specifically permitted by applicable law; (e) refer to, disclose or otherwise use any SG Solution Detail as part of

any effort either (i) to develop a program having any functional attributes, visual expressions or other features similar to those of the Solution or (ii) to compete with SunGard; (f) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any SG Solution Detail, or fail to preserve all copyright and other proprietary notices in any Copy of any SG Solution Detail made by Customer; (g) sell, market, license, sublicense, distribute or otherwise grant to any Person, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any SG Solution Detail or allow such other Person to use or have access to any SG Solution Detail, whether on Customer's behalf or otherwise; or (h) use the Solution to conduct any type of application service provider, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any Person, whether on a fee basis or otherwise. Notwithstanding the forgoing, should Customer use the Solution for inactive back-up and disaster recovery purposes in accordance with Section 9.1, Customer may allow the following Person(s) to use or have access to any SG Solution Detail: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Solution, have executed a SunGard Public Sector-approved non-disclosure agreement.

5.6. Notice and Remedy of Breaches. Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Section 5, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

5.7. Enforcement. Each party acknowledges that any breach of any of the provisions of this Section 5 may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all Persons involved from continuing the breach.

6. Professional Services.

6.1. Professional Services. Any Order which is executed by the Parties hereto may identify certain Professional Services that are Required by Customer. Additional funding from Customer that exceeds approved contingency amounts shall obtain City Council approval, if required, and shall be purchased under subsequent Order(s) to be executed by the Parties.

6.2. Professional Services Fees. Customer shall pay to SunGard the professional services fees stated on the Order. In each case where professional services fees are not specified on the Order, then the fees for such services shall be based upon SunGard's then standard professional services fee rates and, if required by Customer and approved by City Council, shall be purchased under subsequent Order(s) to be executed by the Parties.

6.3. Expense Reimbursements. Customer shall reimburse SunGard for reasonable travel, living and other out-of-pocket expenses incurred by SunGard personnel in connection with all services, including, but not limited to, Professional Services and maintenance and support rendered by SunGard. Reimbursable expenses shall be incurred by SunGard personnel in accordance with SunGard's then current per diem travel expense guidelines, a copy of which will be included in the Order. SunGard shall invoice Customer for reimbursement of these expenses on a monthly basis, as incurred.

6.4. Cooperation and Access to Facilities, Data and Employees. To the extent reasonably necessary for SunGard to perform its obligations under this Agreement, Customer shall provide to SunGard access to Customer's location site, equipment, data and employees, and shall otherwise cooperate with SunGard in its performance hereunder, all as reasonably necessary for SunGard to perform its obligations under this Agreement.

6.5. Professional Services Warranty. SunGard warrants to Customer that Professional Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 6.4. SunGard shall have no liability under this Section 6.5 unless, within thirty (30) days after the actual date of the particular Professional Services, SunGard receives notice from Customer describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 6.5 is to remedy the breach and reperform the particular Professional Services affected as soon as reasonably practical at no additional charge.

6.6. Compliance with Customer Policies. While SunGard personnel are performing services at Customer's site, SunGard will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to SunGard in writing and in advance. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

7. Term and Termination.

7.1. Order Term. The Order may state an initial term for the use of the Solution ("**Initial Term**") and may state renewal terms (each a "**Renewal Term**"). "**Order Term**" means the Initial Term together with any Renewal Terms.

7.2. Termination.

(a) FOR BREACH: Either party may terminate this Agreement by giving notice of termination to the other party if the other party breaches any of its material obligations (other than Customer's failure to pay Support Fees during a Renewal Support Term) under this Agreement and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail.

(b) DUE TO NON-APPROPRIATION OF FUNDS: Customer believes that sufficient funds can be obtained to pay all amounts due SunGard Public Sector throughout the term of this Agreement and hereby covenants and agrees that it will make appropriate requests for budget appropriations for the fiscal years in amounts as specified herein. Customer further agrees that said funds, once appropriated, will be maintained and expended for the expressed purpose of acquiring from SunGard Public Sector the licenses and services set forth herein. In the event sufficient funds are not appropriated, not budgeted or not otherwise legally available, Customer shall immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will respond with a proclamation that the Agreement, or the appropriate executory portions thereof, is terminated. Should there be any premature termination of this Agreement, Customer shall be responsible to pay a) for any services delivered by SunGard Public Sector prior to the notice and b) for all software which has been delivered and accepted.

(c) FOR CONVENIENCE: Customer will additionally have the right to terminate this Agreement for convenience, by providing SunGard with written notice of such termination for convenience at least thirty (30) days prior to the effective date of such termination for convenience. Provided as a strict condition of such right of termination for convenience, Customer must first remit to SunGard payment in full of: (a) all license fee amounts for the Solution, (b) all amounts for all third party products provided by SunGard under or pursuant to this Agreement, (c) all fees for services rendered by or on behalf of SunGard, (d) all reimbursable expenses incurred by SunGard, and (e) all amounts which remain due for support as of the effective date of termination.

(d) Except as expressly provided for in subsection (e) below, so long as Customer has paid SunGard Public Sector in full for all license fees under/pursuant to this Order (Customer reserving the right to pursue a claim against SunGard to recover payment of any such license fee amounts that are the subject of a good faith dispute), SunGard shall not revoke the licenses granted to Customer under this Order upon termination (each a "Continuing License"), and notwithstanding any termination of this Order pursuant to which such Continuing Licenses were granted, the terms, conditions and limitations of this Order will be deemed to continue in full force and effect with regard to each such Continuing License.

(e) Notwithstanding Section 7.2(d) above, in each instance, Customer's license to use the Solution may be terminated by SunGard ("License Termination") by providing at least thirty (30) days written notice of such termination to Customer as otherwise provided for in this Agreement, in the case of a failure by Customer to comply in any material respect with its obligations under Section 5.5 (Use Restrictions), 3.1 (Fees), or 5.1 (Confidentiality) of the SST. In the event of such termination, Customer will promptly return to SunGard or (at SunGard request) will destroy all copies of the Solution in accordance with Customer's approved records retention schedule, and will certify to SunGard in writing, over the signature of a duly authorized representative of Customer, that it has done so.

7.3. Effect of Termination. The provisions of Sections 3, 4, 5, 7.3 and 10 shall survive any termination of this Agreement, whether under this Section 7 or otherwise. Customer shall be liable for all payments due to SunGard for the period ending on the date of termination. Upon a termination of this Agreement, whether under this Section 7 or otherwise, or upon the expiration or

termination of an Order Term, Customer shall: (i) discontinue all use of the affected Solution and Documentation, (ii) promptly return to SunGard all copies of the affected Solution and Documentation and any other affected SG Solution Details then in Customer's possession; and (iii) give notice to SunGard certifying that all copies of such items have been permanently deleted.

8. Terms Applicable To SaaS, ASP and Hosting. The following provisions in this Section 8 apply solely to Hosting Services and to Orders for and ASP Solution or SaaS Solution.

8.1. Saas, ASP and Hosting. SunGard shall provide the Hosting Services and/or access to the ASP Solution or SaaS solution, as described and for the term specified on the Order.

8.2. Passwords and Solution Access. If SunGard provides Customer or its Authorized Users with unique access codes to access the Solution (each, a "**Password**"), Customer shall hold any such Passwords in strict confidence and shall not assign, share, misuse or abuse the Passwords or attempt to render ineffective the password protection of the Solution. If Customer suspects or learns that a Password is being used to gain unauthorized access to the Solution, Customer will immediately notify SunGard so that it can change, or assist Customer in changing, the applicable Password. To the extent the Solution is within SunGard's network, SunGard may suspend access to the Solution without advance notice if SunGard reasonably believes the Solution is being used or accessed in an unauthorized, illegal or disruptive manner, provided that SunGard will promptly notify Customer of any such event.

8.3. Customer Data.
(a) Customer shall supply, or cause to be supplied, all Customer Supplied Data. Customer shall transmit the Customer Supplied Data to SunGard by communications link or in another manner described on the Order. As between SunGard and Customer, Customer shall be responsible for ensuring that the Customer Supplied Data is Accurate and complete. Customer represents and warrant to SunGard that Customer has the full legal right for Customer and SunGard, its affiliates and agents to use the Customer Supplied Data for processing hereunder.
(b) Within thirty (30) days after termination of Hosting Services or of an Order for an ASP Solution or SaaS Solution, Customer shall give SunGard an instruction notice regarding the disposition of any tapes, data, files and other property belonging to Customer and then in SunGard's possession. To the extent practicable and at Customer's expense after receipt of such notice, SunGard shall use commercially reasonable efforts to comply with the notice, including converting the data on the Solution to machine-readable form. SunGard may retain such property until SunGard receives all payments due to SunGard under that Order. If Customer fails to give that notice within thirty (30) days after such termination, then SunGard may dispose of such property in a commercially reasonable manner.
(c) In order to improve SunGard's product and service offerings for its customers, SunGard may maintain a database of information residing on the Solution. SunGard and its affiliates may use and distribute such data in an aggregated and de-identified format, including as a part of the development, distribution and licensing of any SunGard product or service offering.

8.4. Regulatory Access. To the extent permitted by law, each party will notify the other promptly of any formal request by an authorized governmental agency or regulator to examine Customer Data or other records, if any, regarding Customer that are maintained in SunGard facilities under this Agreement. Customer will reimburse SunGard for the reasonable out-of-pocket costs SunGard incurs, and for time spent, in making such Customer Data or other records, if any, available for examination and audit by the governmental agency or regulatory authority that has jurisdiction over Customer's business.

8.5. Support. SunGard shall provide to Customer the ongoing support services as described in the Order.

8.6. Data Backup and Disaster Recovery. If the Solution maintains a database then, unless otherwise stated on the Order:
(a) SunGard shall provide an electronic backup of the Customer Data accordance with the backup cycle defined in the Order (and if no backup cycle is defined, at reasonable intervals); and
(b) SunGard shall maintain a disaster recovery plan which includes a procedure for the restoration of Customer's production environment at an alternate facility in the event of a disaster. SunGard's disaster recovery plan shall be tested at least once each calendar year.

8.7. Interruption to Solution. From time to time, SunGard shall be entitled (at its discretion, without incurring liability for so doing) to interrupt the Solution to: (i) perform repairs and other maintenance and install enhancements on SunGard's equipment, software

and/or other systems that are required for the provision of the Solution, or (ii) make adjustments to its infrastructure (including, for example, in relation to resources shared by its other customers) and thereby cause a disruption in the provision of the Solution. Except in the case of emergency repairs, maintenance or adjustments, SunGard will (a) give Customer reasonable prior notice of the interruption; (b) limit such interruptions to outside of SunGard's normal business hours; and (c) use commercially reasonable efforts to minimize the impact of the interruption.

8.8. Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Customer will check the Specified Configuration for Harmful Code and ensure no Harmful Code is introduced by its end users or from its systems into any systems used in the Solution and will use commercially reasonable efforts to eliminate any such Harmful Code that either Customer or SunGard discovers.

8.9. Volume Increases. Customer shall give notice to SunGard whenever Customer intends to materially increase the volume of data to be processed on the Solution. Any such increase that results in an increase beyond the Scope of Use requires an additional executed Order and the payment of additional fees.

9. Terms Applicable to Software Licenses. The following provisions in this Section 9 apply solely to an Order that provides the right for Customer to install the Solution at the facility identified on the Order.

9.1. Grant. Except as otherwise provided in an Order, SunGard grants to Customer a non-transferable, non-exclusive, Perpetual license to use the Solution in accordance with this Agreement and the Scope of Use. The Solution shall be installed in object code form only at Customer's location(s) listed on the Order ("**Designated Location(s)**"). Customer may, subject to Section 10.4, use or access the Solution at or from Customer locations worldwide. Customer may change a Designated Location by giving prompt notice thereof to SunGard. Customer may copy and use the Solution installed at the Designated Location for inactive back-up and disaster recovery purposes. Customer may copy the Documentation to the extent reasonably necessary for use of the Solution under this Agreement. For purposes of clarification and not limitation, the purchase of maintenance/support services is NOT necessary for the continuation of Customer's License.

9.2. Initial Installation. SunGard shall deliver to Customer the initial Copies of the Solution stated on the Order by supplying such initial Copies (a) by physical shipment, such as on a disc or other media, or (b) by electronic delivery, such as by posting it on SunGard's network for downloading. Physical shipment is on F.O.B. terms, SunGard's shipping point and electronic delivery is deemed effective at the time SunGard provides Customer with access to download the Solution. The date of such delivery shall be referred to as the "**Delivery Date**."

9.3. Support. Beginning on the Order Execution Date and continuing for the duration of the initial support term set forth on the Order ("**Initial Support Term**"), SunGard shall provide the ongoing support services described in that Order; and Customer shall pay to SunGard support fees stated on such Order ("**Support Fees**"). Upon expiration of the Initial Support Term, the ongoing support services shall automatically renew and Customer shall be obligated to pay the Support Fees for additional annual support periods (each a "**Renewal Support Term**"), until the earlier of:
(a) a party giving the other notice of its intent to terminate ongoing support services (in accordance with Section 10.1). For Customer such notice of intent to terminate must be delivered to SunGard Public Sector at least thirty (30) days before the end of the Initial Support Term or Renewal Support Term, as applicable. For SunGard, such notice of intent to terminate must be delivered to Customer at least sixty (60) days before the end of the Initial Support Term or Renewal Support Term, as applicable, provided that SunGard shall not provide such notice of support termination if such termination would be effective prior to whichever is the later of (i) the fifth (5th) anniversary of the Order Execution Date; or (ii) the date which falls at the end of the period equal to two (2) times the Initial Support Term; or
(b) termination of this Agreement.
On an annual basis, SunGard may increase the Support Fees payable.

9.4. Support Termination. Upon the effective date of termination of ongoing support services by either party or at any time when Customer has failed to pay Support Fees ("**Support Termination Date**"): (i) SunGard shall discontinue providing all ongoing support services, including SunGard's obligations under Section 9.3; (ii) any SunGard warranties under this Agreement shall cease to apply for the period after the Support Termination Date; and (iii) SunGard shall not be liable for Customer's use of the Solution after the

Support Termination Date except for SunGard's indemnification obligations for any third-party claims covered by Section 4.2 that arose prior to the Support Termination Date (but only to the extent such claim would not have been remedied by a Release made available by SunGard after the Support Termination Date). For purposes of clarification and not limitation, the purchase of maintenance/support services is NOT necessary for the continuation of Customer's License.

9.5. Software Warranty. SunGard warrants to Customer that for a period of twelve (12) months from the Delivery Date, the Solution (as delivered to Customer by SunGard and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects. SunGard's sole obligation and liability under this warranty is to comply with the provisions of Section 9.3 of this Agreement.

9.6. Remote Access of Installed Software. Provided that SunGard performs such services in accordance with the confidentiality provisions of this Agreement, Customer shall permit SunGard, at SunGard's option, to remotely access the Solution installed at the Designated Location for the purpose of providing support services to Customer under Section 9.3 and otherwise implementing the purposes of this Agreement. In remotely accessing such Solution, SunGard will comply with Customer's reasonable security procedures and company policies that have been provided to SunGard in writing. Customer shall promptly reimburse SunGard for any out-of-pocket costs incurred in complying with such procedures and policies.

9.7. Backup. Customer acknowledges that it is the best judge of the value and importance of the data held on Customer's systems and that Customer shall be solely responsible for maintaining secure and complete back-up copies of all data that Customer processes using the Solution, which data will be backed-up on not less than a daily basis and which will be readily available on machines controlled by Customer to facilitate the prompt restoration of such data in the event of any loss of or damage to it. SunGard shall have no liability for any loss or damage caused by Customer's failure to maintain such backed-up copies.

9.8. Audit. At SunGard's expense and upon written request with reasonable notice, Customer will permit SunGard, its personnel or its outside auditors to enter the relevant Customer locations during normal business hours and audit the number of copies of the Solution and Documentation in Customer's possession and information pertaining to Customer's compliance with this Agreement. Such audits shall not occur more than once in any twelve (12) month period (unless SunGard believes, in good faith, that there has been a breach of this Agreement by Customer) and shall be performed in a manner not to disrupt Customer's business and operations and will respect the confidentiality of Customer, its suppliers and customers. Customer will, in a timely manner, reasonably cooperate with the auditors and provide the auditors all assistance as they may reasonably request in connection with the audit. Customer may require auditors acting on behalf of SunGard to execute reasonable confidentiality agreements and comply with Customer's reasonable security requirements, but the requirement will not apply to SunGard's internal auditors otherwise bound by the confidentiality conditions of this Agreement.

10. Other Provisions.

10.1. Notices. All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of: (a) the date of actual receipt; (b) the third business day after being mailed by first class, certified or air mail or (c) the first business day after being sent by a reputable overnight delivery service. Any notice may be given by facsimile, or email if notice by one of the foregoing is provided promptly thereafter. Customer's address for notices is stated on the Order. SunGard's address for notices is stated on the Order. In the case of (i) any notice by Customer alleging a breach of this Agreement by SunGard or (ii) a termination of this Agreement, Customer shall also mail a written notice to SunGard Data Systems Inc., 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: General Counsel and such notices shall identify the name date, specific parties and SunGard Order Number. Either party may change its address for notices by giving written notice of the new address to the other party.

10.2. Defined Terms. As used in this Agreement, the terms below (and their plural forms) have the following meanings:
(a) "**affiliate**" whether capitalized or not, means, with respect to a specified Person, any Person which directly or indirectly controls, is controlled by, or is under common control with the specified Person as of the date of this Agreement, for as long as such relationship remains in effect.
(b) "**Authorized Recipient**" means: (i) with respect to Customer, Customer, any Authorized User and any employee of a Customer contractor, provided that the contractor is not a competitor of SunGard; and (ii) with respect to SunGard, SunGard, its foreign and

domestic Affiliates and their respective contractors.
(c) "**Authorized User**" means a Customer employee.
(d) "**Confidential Information**" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with this Agreement. Confidential Information includes without limitation: (i) Customer Data and the details of Customer's computer operations; and (ii) the SG Solution Details. Confidential Information does not include information that: (aa) prior to the receipt thereof under this Agreement, had been developed independently by Receiving Party, or was lawfully known to Receiving Party, or had been lawfully received by Receiving Party from other sources, provided such other source did not receive it due to a breach of an agreement with Disclosing Party, and Receiving Party knew of such breach or ought to have reasonably known of such breach; (bb) is publicly known at or after the time either party first learns of such information, or generic information or knowledge which either party would have learned in the course of its work in the trade, business or industry; or (cc) subsequent to the receipt thereof under this Agreement; (1) is published by Disclosing Party or is disclosed generally by Disclosing Party to others without restriction on its use and disclosure; or (2) has been lawfully obtained by Receiving Party from other sources which Receiving Party reasonably believes lawfully came to possess it.
(e) "**copy**" whether capitalized or not, means any paper, disk, tape, film, memory device or other material or object on or in which any words, object code, source code or other symbols are written, recorded or encoded, whether permanent or transitory.
(f) "**Customer Data**" means data stored in, or processed by, the Solution; provided that aggregated data that is not personally identifiable data and not identifiable to Customer shall not be deemed Customer Data nor Customer's Confidential Information.
(g) "**Customer Supplied Data**" means any information or data introduced into the Solution by or on behalf of Customer.
(h) **"Disputed Amount"** means a good faith dispute by Customer of certain amounts invoiced under this Agreement. An amount will only constitute a Disputed Amount if (i) Customer has given notice of the dispute to SunGard promptly after receiving the invoice and (ii) the notice explains Customer's position in reasonable detail. A disputed will not exist as to an invoice in its entirety merely because certain amounts on the invoice are Disputed Amounts.
(i) **Documentation**" means the standard user documentation SunGard provides for the Solution, including the Functional Specifications Supplement hereto, as such Documentation may be updated from time to time.
(j) "**Error**" means a failure of a Supported Release to perform in all material respects in accordance with the Documentation.
(k) "**Export Laws**" means any laws, administrative regulations and executive orders of the U.S., the United Kingdom and any other jurisdiction where any SG Solution Details will be located or from where any SG Solution Details will be accessed under this Agreement relating to the control of imports and exports of commodities and technical data, use or remote use of software and related property or services, embargo of goods or services or registration of this Agreement including the Export Administration Regulations of the U.S. Department of Commerce and the regulations and executive orders administered by the Office of Foreign Asset Control of the U.S. Department of the Treasury.
(l) "**Feedback**" means any suggestions or recommendations for improvements or modifications to the Solution made by or on behalf of Customer.
(m) "**including**" whether capitalized or not, means including but not limited to.
(n) "**Liability Cap**" means the greater of Fifty Thousand U.S. Dollars (US$50,000) or the amount identified on the Order as the liability cap, provided however that, if no amount is identified on the Order then the liability cap shall be Fifty Thousand U.S. Dollars (US$50,000).
(o) "**Open Source Software**" means computer software made generally available at no charge by the copyright holder under a license which provides the right to modify and distribute the software to anyone for any purpose at no charge.
(p) "**person**" whether capitalized or not, means any individual, sole proprietorship, joint venture, partnership, corporation, company, firm, bank, association, cooperative, trust, estate, government, governmental agency, regulatory authority or other entity of any nature.
(q) "**Professional Services**" means installation, implementation, training or consulting services including custom modification programming, support services relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by SunGard under this Agreement.
(r) "**Release**" means a modification or update to the Solution, which SunGard, in its sole discretion, incorporates into the Solution without requiring its then existing client base to pay a separate fee (other than support fees).
(s) "**Scope of Use**" means the Designated Computer(s), Designated Location(s), License Term, Platform, Business Purpose, Number of Trades, Number of Work Stations, Number of Developers, Number of Users, Volume Limit, Number of Production Databases, Number of Production Servers, and/or other restrictions or parameters as are stated in Section 5.5 or on the Order. Scope of Use shall not include the processing of any Acquired Business. Customer shall use the Solution in production to process Customer's business; provided that all increases in the Scope of Use require the execution of an amendment amending the Scope of Use.

(t) "**SG Solution Details**" means any of the following: the Solution and Documentation, the object code and the source code for the Solution, the visual expressions, screen formats, report formats and other design features of the Solution, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Solution or Documentation, all future modifications, updates, Releases, improvements and enhancements of the Solution or Documentation, all derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing and all copies of the foregoing.
(u) "**Supported Release**" means, unless otherwise stated in the Order, the latest Release of the Solution that is generally available to SunGard's client base.
(v) "**Third-Party Product**" means Third-Party Software, Third Party Hardware, Third-Party Data or Third-Party Services.
(w) **"Third-Party Hardware"** means that hardware specified as third party hardware on the Order.
(x) **"Third-Party Services"** means those services specified as third party services on the Order.
(y) "**Third-Party Software**" means the software specified as third-party software on the Order.
(z) "**Third-Party User**" means any of Customer's customers, or their customers, to the extent such persons are provided access to the Solution or Third-Party Data hereunder.

10.3. Parties in Interest.
(a) This Agreement shall bind, benefit and be enforceable by and against SunGard and Customer and, their respective permitted successors and assigns.
(b) Customer shall not assign this Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without SunGard's prior written consent, except such consent shall not be required in the case of an assignment of this Agreement (but not of any individual rights or obligations hereunder) to (i) a purchaser of or successor to substantially all of Customer's business (unless such purchaser or successor is a software, data processing or computer services vendor that is a competitor of SunGard, its parent company or any of its Affiliates) or (ii) an Affiliate of Customer, provided in the case of such an assignment, Customer guarantees the obligations of the assignee and the use of the Solution is not broadened beyond the Scope of Use. Any assignment by Customer in breach of this Section shall be void. Any express assignment of this Agreement, any change in control of Customer (or its Affiliate in the case of an assignment to that Affiliate under this Section 10.3(b) and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Customer for purposes of this Section 0 ("**Customer Assignment**"). In the event of a Customer Assignment, or any acquisition of additional business by Customer, whether by asset acquisition, merger or otherwise by operation of law (collectively with the Customer Assignment, "**Customer Additional Business Acquisition**"), Customer shall give notice to SunGard notifying SunGard if Customer desires to use the Solution to process any additional business related to such Customer Additional Business Acquisition ("**Acquired Business**").

10.4. Export Laws. Customer acknowledges that the SG Solution Details and the services provided by SunGard hereunder and this Agreement are subject to the Export Laws. Customer shall not violate the Export Laws or otherwise export, re-export or use, directly or indirectly (including via remote access), any part of the Solution, Confidential Information or services in a manner, or to or for any person or entity, for which a license or other authorization is required under the Export Laws without first obtaining such license or authorization.

10.5. Relationship. The relationship between the parties created by this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. Entire Understanding. This Agreement, which includes and incorporates the Order, and any other schedules, exhibits and addenda hereto states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations, representations (whether negligently or innocently made), agreements and other written or oral communications between the parties with respect to the subject matter of this Agreement. In the event of a conflict between the provisions of the SST and an Order incorporating the SST, the terms of such Order shall prevail. Any written, printed or other materials which SunGard provides to Customer that are not included in the Documentation are provided on an "as is" basis, without warranty, and solely as an accommodation to Customer. In entering into this Agreement each party acknowledges and agrees that it has not relied on any express or implied representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in this Agreement. Each party waives all rights and remedies which, but for this Section 10.6, might otherwise be available to it in respect of any such representation (whether negligently or innocently made), warranty, collateral contract or other assurance. Nothing in this Agreement shall limit or exclude any liability for fraud or fraudulent misrepresentation.

10.7. Modification and Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. This Agreement may not be modified or amended by electronic means without written agreement of the parties with respect to formats and protocols. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.8. Severability, Heading and Counterparts. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.9. Personnel. Customer acknowledges that: (a) SunGard expends substantial time and money, on an ongoing basis, to recruit and train its programmers, trainers, data processing, customer support and professional services team personnel ("**SunGard Personnel**"); (b) SunGard's business is highly competitive, is marketed throughout the United States, Europe and in many other locations worldwide, and requires long sales lead times often exceeding one (1) year; and (c) if
Customer were to hire SunGard Personnel, then SunGard may suffer lost sales opportunities and would incur substantial time and money in hiring and training replacement(s) for those SunGard Personnel. Accordingly, if Customer, directly or through one or more subsidiaries or other controlled entities, hires any SunGard Personnel at any time when such SunGard Personnel is employed or engaged by SunGard or during the six (6) months after such employment or engagement ends, then Customer shall pay to SunGard as liquidated damages (and not a penalty) an amount equal to twelve (12) months of such SunGard Personnel's salary and other compensation (including bonus or commission payments) at the time of leaving his/her employment or engagement with SunGard. For purposes of this provision, "**hire**" means to employ as an employee or to engage as an independent contractor, whether on a full-time, part-time or temporary basis. This provision will remain in effect during the term of this Agreement and for a period of one (1) year after expiration or termination of this Agreement.

10.10. Dispute Resolution. Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

10.11 Jurisdiction and Governing Law. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or its subject matter. If Customer is, as of the Order Execution Date, headquartered inside the Americas, then only Section 10.11(a) below applies. If Customer is, as of the Order Execution Date, headquartered in the European Economic Area, Croatia and Switzerland then only Section 10.11(b) below applies. If Customer is, as of the Order Execution Date, headquartered outside of the Americas or the European Economic Area, Croatia and Switzerland then only Section 10.11(c) below applies.
(a) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that a Court in San Bernardino, County shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.
(b) This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims). The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
(c) This Agreement and any disputes or claim arising, directly or indirectly, out of or in connection with it or its subject matter or

formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of England and Wales excluding choice of law. Each party irrevocably agrees that the any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination, or validity thereof (including non-contractual disputes or claims), shall be referred to and finally resolved by the International Court of Arbitration of the International Chamber of Commerce under the Rules of Arbitration of the International Chamber of Commerce ("**ICC**") for the time being in force, which rules are deemed to be incorporated by reference in this Section. The location and seat of the arbitration shall be (i) London if Customer is headquartered in Europe, Middle East or Africa and (ii) Singapore if Customer is headquartered in Asia Pacific. There shall be one arbitrator. The arbitrator shall be agreed between the parties. Failing agreement, or if the arbitrator selected is unable or is unwilling to act, the appointing authority shall be the ICC. The arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding upon both parties and shall be enforceable in any court of law. Each of the parties waives irrevocably their right to any form of appeal, review or recourse to any state court or other judicial authority, insofar as such waiver may be validly made. Notwithstanding anything to the contrary in this Agreement, either party may at any time seek an interim injunction or other interlocutory relief in a court of competent jurisdiction in order to protect any urgent interest of such party, including, but not limited to, the confidentiality provisions of this Agreement. The law governing the arbitration agreement contained in this Section, the arbitration, and the conduct and procedure of the arbitration, shall be the laws of England and Wales. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

10.12 Business License. SunGard Public Sector shall maintain business license(s), if required under City ordinance

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this SST.

SunGard Public Sector Inc.	**City of Rialto, CA**
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

FUNCTIONAL SPECIFICATIONS

This Functional Specifications Supplement is solely intended to give a description of the functionality and features provided in the Solution as delivered pursuant to the terms of the software warranty provided in Section 9.5 of the SST. Notwithstanding anything to the contrary, for those functional requirements with qualifying comments by SunGard Public Sector, functionality and features are only warranted to the extent qualified by such comments.

Functional Specifications (52 pages in total) are inserted immediately following this Cover Page.

Legislation Details (With Text)

File #:	15-721	Version:	1	Name:	TAB 9
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/29/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council, acting for the Successor Agency to the Redevelopment Agency of the City of Rialto, Approve a request from Wayne Morin to waive the City/Successor Agency's customary conditions to close escrow for the proposed purchase of a Successor Agency parcel at the southwest corner of Alder Avenue and Walnut Avenue (APN 0240-201-60). (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Presentation for Alder Walnut Parcel Exhibit A - Proposal Exhibit B - Map Exhibit C - Proposed Development Map Exhibit D - LRPMP Disposition Procedures				

Date	Ver.	Action By	Action	Result

For City Council Meeting and the City of Rialto, Acting as the Successor to the Redevelopment Agency [October 13, 2015]

TO: Honorable Mayor/Chair and City Council/Governing Board

APPROVAL: Michael Story, City Administrator/Executive Director

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council, acting for the Successor Agency to the Redevelopment Agency of the City of Rialto, Approve a request from Wayne Morin to waive the City/Successor Agency's customary conditions to close escrow for the proposed purchase of a Successor Agency parcel at the southwest corner of Alder Avenue and Walnut Avenue (APN 0240-201-60).
(ACTION)

BACKGROUND:
On March 10, 2015, the California Department of Finance (DOF) approved the Successor Agency's Long-Range Property Management Plan (LRPMP) for 68 parcels owned by the Successor Agency (SA Parcels). The LRPMP classifies SA Parcels as follows:

1) Government use parcels conveyed to the City of Rialto. On April 28, 2015, the City Council accepted seven (7) SA Parcels for governmental uses.

2) Parcels needed to satisfy Enforceable Obligations. Ten (10) SA Parcels relate to enforceable obligations with third parties, which include SA Parcels adjacent to the former airport as part of the Area A agreement with Lewis-Hillwood Rialto.

3) Parcels to be transferred to the City for future development. Thirty (30) SA Parcels are classified for transfer to the City of Rialto (City) for future development (In August 2015, the SA and the DOF approved the re-designation of four (4) SA Parcels to "Sold for the benefit of taxing entities" - defined below). Most of the parcels relate to the 18-acre site on Riverside Avenue next to Wal-Mart, an 18-acre site on Ayala Avenue as part of the Renaissance Specific Plan, and a 1-acre site at the northeast corner of Rialto Avenue and Riverside Avenue.

4) Parcels sold for the benefit of taxing entities. Twenty-one (21) parcels are designated for sale (including the four parcels re-designated from "for future development"), with the taxing entities sharing in the sale proceeds. In the approved LRPMP, the DOF requires the Successor Agency (SA) to obtain appraisals to maximize the property values, with approval by the Oversight Board and the DOF. The City will receive 14% of the sale proceeds as property tax distributions. To date, the SA and DOF have approved the sale of nine (9) SA Parcels categorized hereunder.

DISCUSSION/ANALYSIS:

Buyer Proposal to Purchase SA Property

On August 25, 2015, the SA received a proposal (Exhibit A) from Wayne Morin (Buyer) to acquire an SA Parcel (APN 0240-201-60) situated at the southwest corner of Walnut Avenue and Alder Avenue (Exhibit B). The LRPMP designates the 3.24 parcel as "Parcel to be Sold for the benefit of Taxing Entities."

The Buyer expects to close escrow in late October on an unrelated parcel on Baseline Road (the "Sale Parcel"), and requests approval to purchase the SA Parcel as part of a 1031 tax-deferred exchange. The Buyer owns two adjacent parcels of 6 acres (APN 0240-201-02 and APN 0240-201-31) and proposes to:

1) Combine the parcels with the SA parcel (for a total site of 9.24 acres); and,

2) Eventually develop, or sell to a developer for development, a warehouse of about 165,000 square feet on the combined site.

The Buyer has no prior development experience. However, the Buyer retained Eric Simison from Sea West Enterprises, Inc. to advise regarding development of the site -- a proposed development plan is attached hereto as Exhibit C. The Buyer has not yet entered into a development venture with Sea West Enterprises, or anyone else to the City's knowledge.

The SA retained an appraiser that determined the property value at $1,694,000 ($12 a square foot for 141,134 square feet). The property has basic infrastructure in place, including curbs, gutters, sidewalks, sewer and storm drains.

LRPMP Policy for Disposition of SA Parcels

The LRPMP (Page 2 of Attachment A) establishes a primary goal for properties designated as "Parcels Sold for the benefit of Taxing Entities" to sell to buyers that are willing, capable, and ready to commence development of such properties in accordance with the City's General Plan and/or any applicable specific plan (Exhibit D).

In addition, the LRPMP (Page 3 of Attachment A) encourages the SA to market parcels in accordance with the following priorities:

1) To an adjacent property owner that will result in timely development of the parcel;

2) To another developer that has inquired about the parcel for development;

3) After a request for proposal process or listing with a broker to seek interested developers to develop the parcel.

The former Redevelopment Agency (and now the City) generally do not sell land for speculation purposes. Our goals require development of a specific use as a condition of the conveyance. Normally, the City/SA requires that the following conditions precedent are satisfied as a condition of conveyance:

- The Buyer/Developer demonstrate experience developing similar projects;
- All land use entitlements have been obtained by the Buyer/Developer;
- A building permit is ready for issuance;
- The Buyer/Developer secures funding to immediately commence construction.

All of these conditions precedent are encompassed within a development agreement that binds the City/SA and Buyer/Developer to certain performance obligations.

The SA's primary benefit from the sale of SA Parcels is not the land transaction, but rather the proceeds from the development of the land. The City would realize approximately 14% of the sales price from the sale of this parcel ($237,100), but the present value of all other economic returns from the use of the property (jobs, property taxes, utility taxes, sales taxes, etc.) would undoubtedly exceed this amount.

The consolidation of the SA Parcel into the Buyer's property (the "Site") could produce a positive outcome, allowing improved site access and circulation and better site planning. The Buyer's existing site will secure access to Walnut Avenue, which allows northbound 210 access from the property - otherwise, trucks will be routed southerly on Alder Avenue because of the median island to be constructed by the City. Larger parcels also tend to be more attractive in the marketplace, making development more likely in the near term.

Upon conveyance, the Buyer will pay property taxes based upon the sales price ($16,000 per year) and will assume maintenance responsibilities. The property does not currently generate property taxes due to the public ownership.

Buyer Request to Waive the Conditions Precedent for Sale of SA Property

In this case, the Buyer cannot satisfy these conditions and satisfy the timing requirements of the 1031 tax-deferred exchange requirement. Under IRS rules, the taxpayer must designate the replacement property within 45 days after closing on the Sales Property and then acquire the replacement property within 180 days of closing on the Sales Property. While the 180 day period is probably adequate to enter into a development partnership agreement, obtain land use entitlements, building permit approvals, secure financing and commence construction if a user has been contracted, there is significant risk that one of the conditions precedent would not be satisfied by the deadline. The Buyer cannot accept that risk due to the tax consequences.

The Buyer therefore requests that the City/SA waive its normal conditions precedent and allow escrow to close conditioned on less restrictive terms. The Buyer's primary goal is to purchase replacement property for the Sales Property, and while he is willing to take reasonable steps to develop the Property in the future he does not want the conveyance conditioned with performance objectives that may not be achievable within the prescribed timeframes of the 1031 tax-deferred exchange.

Summary of Issue and Recommendation

Staff initially resisted a waiver of the customary procedure. However, the Buyer has offered consideration that warrants consideration to waive the requirement to immediately build upon conveyance. The terms of conveyance are:

1. The Buyer shall record a covenant against all parcels requiring that all three parcels be sold collectively. The Buyer agrees to this condition of approval. This will at least facilitate the assemblage into a larger development parcel and improve site planning options. The Buyer shall be required to submit a parcel map application as a condition to closing.

2. The Buyer shall submit land use entitlement applications and pay fees for a proposed industrial project prior to closing. This will require a capital investment of perhaps $25,000 to advance the project. The Buyer would likely obtain environmental clearances, Precise Plan of Design, and possibly Parcel Map approvals, but would not be required to submit building plans as a condition of closing.

3. The Buyer agrees to dedicate to the City required right-of-way on his two parcels along Alder Avenue. This represents a savings of $96,000 based upon a dedication area of approximately 8,000 square feet and an estimated value of $12 per square foot. The City intends to widen Alder Avenue within the next year and would otherwise be required to compensate the Buyer for this right-of-way.

4. The Buyer agrees to an anti-speculation penalty that entitles the City to a portion of the net sales proceeds. Net sales proceeds shall be the gross sales price less the original acquisition cost for the SA Parcel. Net sales proceeds will be shared with the City if the Site is not developed according to the following schedule:

Certificate of Completion Yr.	% of Net

powered by Legistar™

Years 0-4 after conveyance	0%
Years 5-6 after conveyance	5%
Years 7-8 after conveyance	10%
Years 9-10 after conveyance	15%
Years 11+ after conveyance	20%

The obligation will be secured with a deed of trust on the SA Parcel. When the defined development secures a certificate of occupancy, the penalty amount (if any) will be determined and disbursed to the City. If the property is sold before a certificate of occupancy is secured for the prescribed development, then the full 20% penalty will be deposited with escrow and the requisite amount released when the condition is satisfied.

5. The Buyer agrees to execute a maintenance covenant committing to maintain the Site in an acceptable condition pending development.

If the waiver is granted, Staff and the Buyer still need to negotiate a purchase and sales agreement. The agreement requires approval by the City Council, Oversight Board, and the DOF. In addition, Lewis-Hillwood Rialto LLC will need to release its Exclusive Negotiation Rights (if any) prior to approval.

ENVIRONMENTAL IMPACT:

The action to consider waiving sale condition requirements is an administrative activity of the City Council and is not defined as a Project under the California Environmental Quality Act (CEQA) Pursuant to Section 15378 of CEQA. A 'Project' means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, such as: (1) Government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, or (2) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

The development of the Site requires various land use entitlements, which includes CEQA compliance. The Buyer has not submitted any entitlement applications for the Site.

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's recently adopted General Plan through which the City looks to improve the community.

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Goal 3-3: Attract, expand, and retain commercial and industrial businesses to reduce blighted conditions and encourage job growth.

LEGAL REVIEW:

The City Attorney has reviewed and approved the staff report.

FINANCIAL IMPACT:

The Redevelopment Dissolution Act requires that proceeds from the sale of successor agency owned properties for the benefit of taxing entities be distributed as property tax to the taxing entities, pursuant to HSC 34191.5(c)(2)(B).

Basing the sale of the parcel on the appraised value, staff anticipates the taxing entities generating $1,694,000 from the sale proceeds, excluding any proceeds for closing costs. The City will receive about 14% of property taxes, which is $237,160 (14% X $1,694,000).

The anti-speculation penalty cannot be computed until the inputs have been determined.

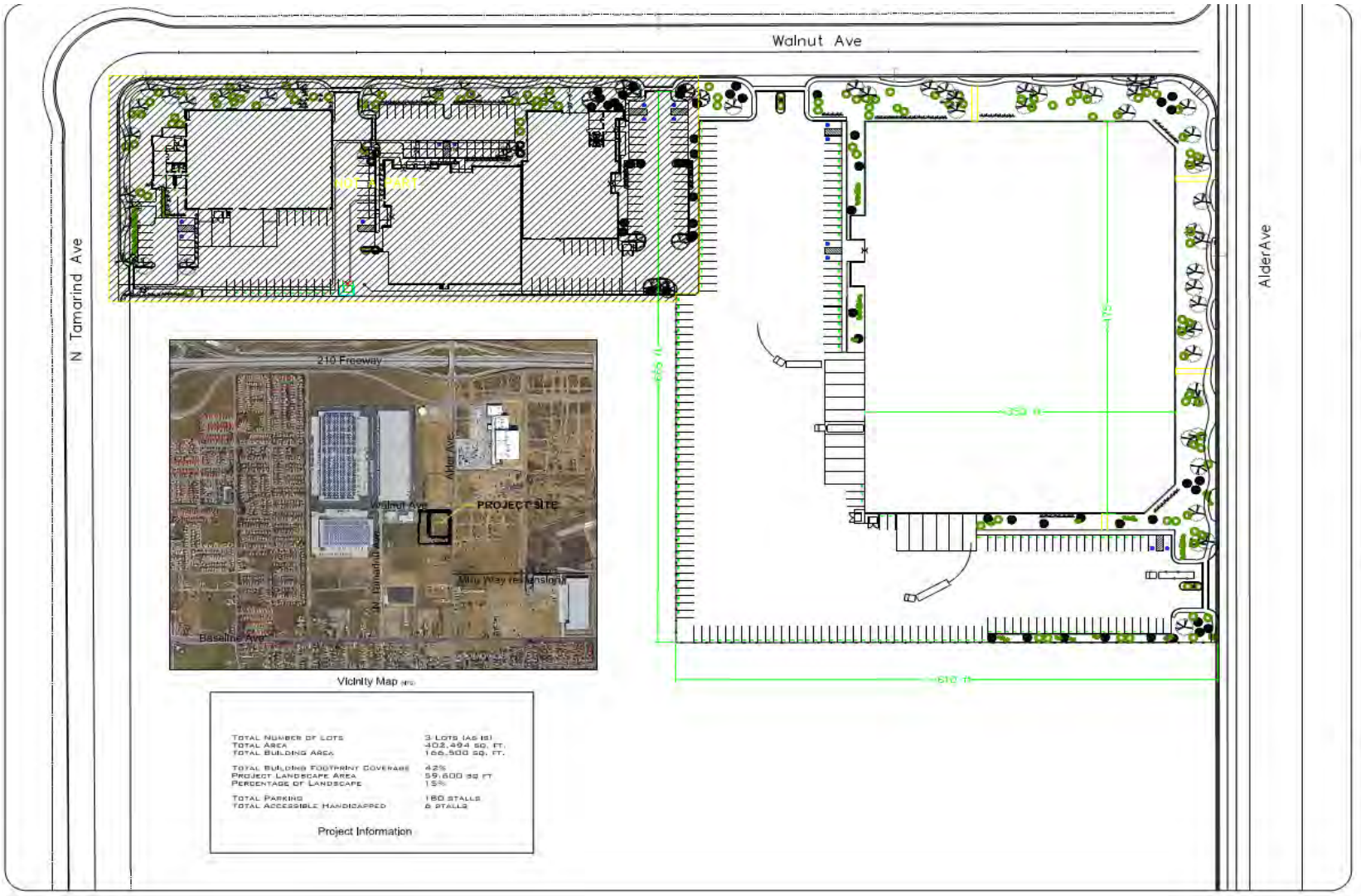
RECOMMENDATION:
Staff recommends that the City Council approve the request from Wayne Morin to waive the City/Successor Agency's customary conditions to close escrow for the proposed purchase of a Successor Agency parcel at the southwest corner of Alder Avenue and Walnut Avenue (APN 0240-201-60) subject to the terms stated in this report and the City Council approval of a purchase and sales agreement.

Site Location

CITY OF RIALTO
Entering a Second Century of Progress

Concept Plan

CITY OF RIALTO
Entering a Second Century of Progress



Terms of Conveyance

CITY OF RIALTO
Entering a Second Century of Progress

- Acquire for FMV of $1,694,000 ($12/sf)
- Covenant to Hold Parcels as One
- Submit land use entitlement applications
- Dedicate ROW on Alder Avenue
- Anti-speculation penalty
- Maintenance Covenant

The Provenio Group Inc.
100 West Lemon Street, Suite 203, Monrovia, California 91016
Office: (626) 303-7936 Fax: (626) 768-7470

August 25, 2015

Re: Purchase proposal for 3.24 Acre City Parcel at the Southwest Corner of Walnut and Alder in the City of Rialto with APN #0240-201-60

Dear Mr. Robb Steel and Mr. John Dutrey,

My name is Mike Vachani and I am a Commercial Real Estate Broker. I am writing this letter on behalf of my client Wayne Morin, a long time land owner in Rialto. I believe you both know him and may have talked on few occasions. Wayne has asked me help him create and present an offer to purchase a city owned parcel of vacant land at the Southwest Corner of Walnut and Alder in Rialto. The parcel is 3.24 acres and has the APN # 0240-201-60.

As you both know, Wayne has owned or sold numerous parcels of land over the years. He has recently been part of some large industrial land assemblages in Rialto and is very knowledgeable about the happenings in the city. All of his Rialto land is or was near the Rialto Airport on streets such as Laurel Avenue, Alder Avenue, Baseline Avenue or Tamarind Avenue.

He recently sold his land to DCT Industrial Operating LLC for a 1 million square foot Industrial Development on Laurel Avenue and is in the process of selling his land on Baseline and Alder to Panattoni Development Company, Inc for an Industrial building. He also previously sold land to Prologis for their development on Tamarind Avenue.

Wayne is very interested in purchasing the above mentioned 3.24 city property, as he currently owns the two parcels adjacent to it. The two parcels he owns are APN # 0240-201-31 and 0240-201-02, for a total acreage of 6 acres. He would like to combine the three parcels into one and develop or bring in a developer to build a 175,000 to 200,000 square foot warehouse. The total parcel when combined together would be 9.24 AC. The location of the warehouse would be on the Southwest Corner of Alder Avenue and Walnut Avenue. Wayne is very serious about this and has already opened discussions with Eric Simison, Chief Executive Officer of Sea West Enterprises, Inc. in San Dimas to potentially build the warehouse.

Currently, the city land stands by itself and is not part of a large assemblage. Thus, in today's market, there is not a strong demand for the property to be developed. Wayne believes he would be the best buyer for this property since he owns the land next door and can make the highest and best use of the city land.

Wayne is currently in the process of selling his land on Baseline to Panattoni Development Company, Inc and would like to close this concurrently or shortly afterward. He is going to 1031

exchange the funds of the Baseline closing to purchase the city property. We expect to close on his Baseline property by the end of September 2015.

Please see the attached Letter of Intent for the details of our offer. However, the basic terms are as follows:

Purchase Price for the 3.24 acres is $1,411,340 or approximately $10 per square foot. We believe this offer is very competitive and shows Wayne's seriousness to make this happen.

1. Escrow to close on or before October 15, 2015

2. This is an all cash transaction

Wayne is very motivated to work with the City and would like to purchase the property as soon as possible. Due to the timing of the Baseline transaction and the rules of the 1031 exchange, we would really appreciate a quick response to our offer.

Wayne is excited about this opportunity to create or be a part of another great development in Rialto. As you know, he has a great track record with the city and has always worked with them and various developers in moving the city building program forward. This is evident by his sale of his 5 acre Tamarind Ave property to Prologis, 9.5 Acre Laurel Ave property to D.C.T and now his 1.90 AC Baseline property to Panattoni.

If you have any questions, please feel free to contact me at 626-391-9100 or Wayne directly at 909-200-5196. Thank you very much for your time and we look forward to working together on the sale of this parcel and the development of this land.

Sincerely,

Mike Vachani

The Provenio Group Inc.

100 West Lemon Street, Suite 203, Monrovia, California 91016
Office: (626) 303-7936 Fax: (626) 768-7470

August 25, 2015

Re: Letter of Intent for 3.24 Acre City Parcel at the Southwest Corner of Walnut and Alder in the City of Rialto with APN #0240-201-60

Dear Mr. Robb Steel and Mr. John Dutrey,

I am pleased to present on behalf of my client, Wayne Morin ("Buyer"), a Proposal to Purchase the vacant land located at the SW corner of Walnut and Alder in the City of Rialto with APN # 0240-201-60 ("Property"). My Client is excited about the potential of this land and wants to secure the property as soon as possible. Given this, my Client put together a very competitive offer which is inline or better than the current market. I hope this offer shows my Client's seriousness to move things forward.

I hope that this is acceptable and will confirm our mutual understanding of the basic terms and conditions of the proposed purchase and that this will facilitate execution of a formal Purchase Agreement. This letter of intent is not intended to create a binding agreement on the Seller or Buyer to purchase the property.

The general terms and conditions upon which my Buyer would agree to Purchase the Property are as follows:

1. **Buyer:** Wayne Morin
2. **Property Description and APN:** 3.24 Acres or 141,134 square feet of vacant land in Rialto, Ca at the Southwest Corner of Alder and Walnut with APN #: 0240-201-60
3. **Purchase Price:** Purchase Price to be $10 per square foot or $1,411,340. This is an All Cash transaction with funds coming from the sale of vacant land on Baseline and Alder to Panattoni Development Company, Inc. This is a 1031 Exchange and therefore time is of the essence.
4. **Deposit:** Within five (5) business day of the mutual execution of the Purchase and Sale Agreement, Buyer shall deposit a cash sum of $20,000.00 with Escrow Holder/Title Insurance Company. This deposit shall remain refundable until approval of all Contingencies.
5. **Escrow Company and Title Company:** Buyer shall choose title and escrow company.
6. **Opening of Escrow:** Escrow shall open upon mutual execution of the Purchase and Sale Agreement.
7. **Contingency Period:** Buyer shall have until (30) days after the Opening of Escrow, to satisfy itself of any contingencies including, but not limited to the following: Inspect all documentation relating to governmental approvals, design guidelines, tax, fee schedules,

zoning, and other matters affecting the property and to satisfy itself as to the feasibility of the subject transaction. In the event that Buyer does not approve the contingencies by the thirtieth (30th) day after the Opening of Escrow, in writing to Seller and Escrow Holder, Buyer shall be deemed to have disapproved all contingencies. If Buyer disapproves the property, in writing to Seller and Escrow Holder, prior thirty (30) day after the Opening of Escrow, Seller shall be under no further duty to sell the Property to Buyer and escrow shall be immediately cancelled. Escrow Holder shall return the Deposit to Buyer less any applicable escrow and cancellation fees; Buyer shall return to Seller all documents and data furnished to Buyer by Seller, and neither party shall have any further obligation or liability to the other. However, if approved, Initial Deposit shall become non-refundable

8. **Escrow Close Date:** On or before October 15, 2015
9. **Closing Costs:** Each party shall pay their own share of the escrow fees. Seller shall pay any other property related costs required to transfer the property to the Buyer. Property taxes and assessments shall be prorated as of the Escrow Close Date. Seller shall be responsible for a Standard CLTA Lenders Policy Title Insurance and Buyer shall be responsible for any upgraded title policy.
10. **Confidentiality:** All terms and conditions of this proposal, the Purchase and Sale Agreement, and the results of the Buyer's due diligence investigations shall remain confidential and shall not be disclosed unless required by law or, as necessary, to Buyer's representatives solely in connection with purchasing the subject property.

This Proposal is not intended to be, and does not constitute, a binding agreement by either party, nor an agreement by either party to enter into a binding agreement, but is merely intended to specify certain proposed terms and conditions of the transaction contemplated herein..

If these terms are acceptable to you, please let me know as soon as possible as time is of the essence. The Buyer is utilizing 1031 Exchange Funds from the sale of their land on Baseline and Alder to Panattoni Development Company, Inc. This transaction is scheduled to close late next month on or before September 30, 2015. If you have any questions, please contact me at the office at 626-303-7936 or Wayne Morin directly at 909-200-5196.

Thank you very much for your time and we look forward to moving this transaction further.

Sincerely,

Mike Vachani

N
Walnut Avenue
SA Parcel
Morin Parcels
Alder Avenue
© 2015 Google
Google earth

Walnut Ave

N Tamarind Ave

Alder Ave

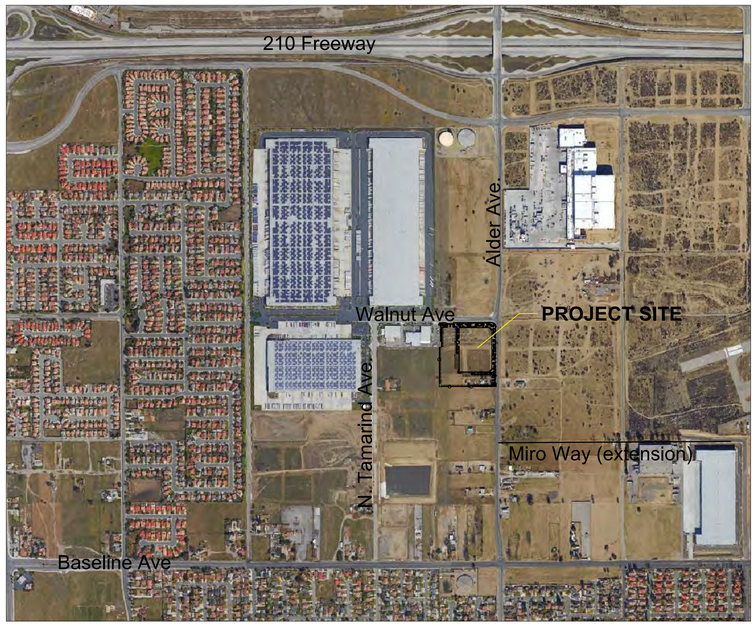
NOT A PART

~665 ft.

~475'

~350 ft

~610 ft



Vicinity Map (NTS)

Total Number of Lots	3 Lots (as is)
Total Area	402,494 sq. ft.
Total Building Area	166,500 sq. ft.
Total Building Footprint Coverage	42%
Project Landscape Area	59,600 sq ft
Percentage of Landscape	15%
Total Parking	180 stalls
Total Accessible Handicapped	6 stalls

Project Information

SEA WEST ENTERPRISES, INC

Contact: Wayne Morin

Proposed Manufacturing-Distribution

Intersection of Alder Ave and Walnut Ave
City of Rialto, CA

Preliminary Site Plan

(9.25 acres)

Design/Build

Sea West Enterprises, Inc.

San Dimas, Ca.

DRAWN BY

CHECKED BY

DATE
September 2015

JOB NO.
9118

SHEET NUMBER

A-1

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF RIALTO

LONG RANGE PROPERTY MANAGEMNT PLAN

PROPERTY DISPOSITION PROCEDURES, STRATEGIES AND PRIORITIES

Draft Date: December 4, 2014 (REVISIONS APPROVED)

Below, property disposition procedures, strategies and priorities are set forth separately for properties to be sold by the Successor Agency to the Redevelopment Agency of the City of Rialto ("Successor Agency") pursuant to Health & Safety Code Section 34191.5(c)(2)(B) ("Successor Agency Disposition Properties") and properties to be transferred to the City for future development pursuant to Health & Safety Code Section 34191.5(c)(2)(A) ("City Disposition Properties"). Properties subject to enforceable obligations ("Enforceable Obligation Properties") shall be disposed of in accordance with the enforceable obligations governing the use and disposition of those properties. Properties that are constructed and used for a governmental purpose ("Governmental Purpose Properties") shall be transferred to the City promptly following approval of the Long Range Property Management Plan ("LRPMP") by the Oversight Board to the Successor Agency ("Oversight Board") and the Department of Finance ("DOF"); the Oversight Board and DOF shall have no further authority over the use or disposition of Governmental Use Properties following the transfer of these properties to the City.

I. Successor Agency Disposition Properties

A. List of Successor Agency Disposition Properties. The following properties are anticipated to be designated as Successor Agency Disposition Properties in the LRPMP. Numerical designations refer to the detailed discussion of each property or group of properties in the LRPMP.

- #15 – RDA Corporate Real Estate (two parcels may be marketed and sold separately if and to the extent marketing the properties together is unlikely to result in timely development and/or higher sales prices, as discussed below in Section I.B.3.)
- #16 – Cuca's Restaurant (to be sold at the end of the long-term lease; to be offered first to the existing tenant)
- #17 – East Alder Industrial
- #18 – Alder/Baseline Assemblage
- #19 – Easton/Ayala Site
- #20 – Easton/Riverside Avenue
- #21 – Miro Way

- #22 – Housing/Misc Parcels (these parcels may be marketed and sold separately if and to the extent marketing the properties together is unlikely to result in timely development and/or higher sales prices, as discussed below in Section I.B.3.)
- #23 – SW Corner of Walnut and Alder
- #24 – 274 and 290 W. West Jackson

B. Primary Goals and Objectives. The primary goal of the Successor Agency is to sell all Successor Agency Disposition Properties to buyers that are willing, capable, and ready to commence development of such properties in accordance with the City of Rialto General Plan ("General Plan") and/or any applicable specific plan.

1. Initial Marketing Period. The Successor Agency shall have the right to market Successor Agency Disposition Properties for development as described above, as opposed to land speculation, for not less than five (5) years following DOF approval of the LRPMP or until January 1, 2019, whichever occurs later ("Initial Marketing Period"). In the event the Successor Agency is unable to dispose of all Successor Agency Disposition Properties within the initial five-year Initial Marketing Period, the Successor Agency shall have the right, at its sole and absolute discretion, to extend the Initial Marketing Period by an additional five (5) years (for a total of ten (10) years) by submitting written notice to the Oversight Board stating the Successor Agency's election to extend the Initial Marketing Period. The Initial Marketing Period may also be extended for any Successor Agency Disposition Property by written notice to the Oversight Board to account for any period of time during which the Successor Agency's ability to sell such Successor Agency Disposition Property for development is impaired due to factors and/or events outside the reasonable control of the Successor Agency including, without limitation, litigation, environmental conditions, required environmental remediation activities, and/or other barriers to the sale or development of such Successor Agency Disposition Property. Whenever the term "Initial Marketing Period" is used herein, such term refers to the Initial Marketing Period, as it may be extended by the Successor Agency in accordance with this LRPMP.

Successor Agency staff will begin the process of soliciting interest in Successor Agency Disposition Properties during calendar year 2014 (or upon approval of the LRPMP by DOF). The Successor Agency and Oversight Board acknowledge and agree that achieving the timely and coordinated sale and future development of the Successor Agency Disposition Properties will benefit the taxing entities not only in the amount of the sales price ultimately received by such properties but also as a result of future property tax revenues to be received from such properties, once developed, as well as other, nearby properties the value of which will be increased as a result of the coordinated and timely development of such properties.

2. Marketing Properties after Initial Marketing Period. If the Successor Agency is unsuccessful in locating a developer for specified Successor Agency Disposition Properties within the Initial Marketing Period (as it may be extended as described in Section I.B.1., above), then the Successor Agency shall obtain guidance from the Oversight Board regarding whether

the Initial Marketing Period should be extended further, allowing the Successor Agency to continue marketing such properties for development, or whether the Successor Agency should proceed to market such properties without regard to the development plans of prospective buyers. In the event the Oversight Board directs the Successor Agency to market Successor Agency Disposition Properties without regard to the development plans of prospective buyers (which may only occur after the Initial Marketing Period expires), the Successor Agency's primary objectives with respect to the disposition of such properties will be to dispose of such properties as expeditiously as possible, while maximizing the sales price to be received by the taxing entities.

3. Consolidation of Parcels. Successor Agency Disposition Properties that are listed together in the LRPMP will be packaged together and sold to one buyer to maximize the value and development potential of such properties. In the event the Successor Agency determines that parcels listed together in the LRPMP must be sold separately, the Successor Agency shall have the authority to market and dispose of such parcels to separate buyers.

4. Marketing Strategies. Successor Agency staff will market the Successor Agency Disposition Properties using the following strategies, in the following order of priority:

a. Marketing to Adjacent Property Owners. If and to the extent the Successor Agency determines, in its sole and absolute discretion, that it would result in timely and appropriate development and/or higher sales prices, Successor Agency staff will first contact owners of properties adjacent to Successor Agency Disposition Properties to determine whether such owners are willing and able to acquire and develop such Successor Agency Disposition Properties as a consolidated development including the adjacent owner's properties and/or to expand the existing use of the adjacent owner's property(ies).

b. Marketing to Developers. Successor Agency staff may solicit interest from one or more developers that have inquired about Successor Agency Disposition Properties and/or that are known to Successor Agency and/or City staff. Successor Agency staff reserve the right to disqualify prospective developers for any reason.

c. Request for Proposals. Successor Agency staff may prepare and release one or more requests for proposals relating to the acquisition and development of one or more Successor Agency Disposition Properties. Successor Agency staff reserve the right to disqualify prospective developers for any reason.

d. Real Property Listings; Marketing to the Public. Once the Initial Marketing Period has expired and/or Successor Agency staff have determined that it is unlikely a developer will be found to develop specified Successor Agency Disposition Properties in a coordinated, consolidated and timely manner, Successor Agency staff may list such Successor Agency Disposition Properties for sale on the Multiple Listing Service ("MLS") or other real property listing services and/or may hire one or more brokers to market such properties for sale. This option will likely only be used to sell properties for the highest possible sales price,

once the Successor Agency has determined that coordinated, consolidated and timely development of such properties is unlikely.

e. Auction. Once the Initial Marketing Period has expired and/or Successor Agency staff have determined that it is unlikely a developer will be found to develop certain Successor Agency Disposition Properties in a coordinated, consolidated and timely manner, and if the Successor Agency determines that listing and/or marketing such properties for sale will not result in the highest possible sales price, Successor Agency staff may conduct an auction to dispose of the remaining Successor Agency Disposition Properties.

5. Sales Price.

a. Priorities during Initial Marketing Period. During the Initial Marketing Period, the Successor Agency's first priority will be the timely and successful development of each of the Successor Agency Disposition Properties. The Successor Agency's secondary goal will be to maximize the sales price to be received for such properties. While the Successor Agency anticipates obtaining appraisals for each of the Successor Agency Disposition Properties, the Successor Agency may be unable to find purchasers willing or able to pay the appraised fair market value for such properties and, in some cases, a sales price lower than the appraised fair market value of such properties may be justified, as described below. For example, the proposed sales price will take into account the time frame for development of the property, the long-term property tax revenue to be generated by the property once developed, and the other goals of the General Plan and any applicable specific plans. The sales price may also be adjusted to account for the cost of required infrastructure improvements, environmental remediation or other entitlement conditions, market conditions, and/or lack of buyer interest. Additionally, the sales price may be adjusted to encourage the accelerated development of Successor Agency Disposition Properties and, where applicable, adjacent properties.

b. Priorities after Initial Marketing Period. As noted above in Section I.B.2., after the Initial Marketing Period expires, the Successor Agency's primary objectives with respect to the disposition of Successor Agency Disposition Properties will be to dispose of such properties as expeditiously as possible, while maximizing the sales price to be received by the taxing entities.

c. Reimbursement of Successor Agency and/or City Costs. Any and all costs incurred (with the exception of Successor Agency staff costs) by the Successor Agency and/or the City (pursuant to an agreement between the City and the Successor Agency pursuant to Health & Safety Code Section 34173(h)) incurred or to be incurred to hold, convey, improve, and/or subsidize development of a Successor Agency Disposition Property ("Disposition Costs") shall be considered an Enforceable Obligation in accordance with Health & Safety Code Sections 34171(d)(1)(F) and 34177.3(b). Such Disposition Costs shall be placed on a Recognized Obligation Payment Schedule ("ROPS") for approval by the Oversight Board and the Department of Finance. The Successor Agency and/or the City, as applicable, shall be

reimbursed from Redevelopment Property Tax Trust Funds ("RPTTF") and/or proceeds from the sale of Successor Agency Disposition Properties, as specified in the ROPS.

d. City Land Use Actions. The City, Successor Agency and Oversight Board all acknowledge and agree that the City has the authority to amend the General Plan, adopt and amend specific plans, and amend the City's Zoning Ordinance and development standards in accordance with applicable laws (collectively, "Land Use Actions") and that such Land Use Actions may negatively impact the value of Successor Agency Disposition Properties. In no event shall the City owe any compensation to the Successor Agency or any taxing entities as a result of any such Land Use Actions.

6. Oversight Board and DOF Approval. The Successor Agency shall obtain Oversight Board and DOF approval of each conveyance of a Successor Agency Disposition Property. The Oversight Board shall have the authority to approve the sales price for each such conveyance, including transactions in which the sales price is lower than the appraised fair market value of the applicable property as described in this LRPMP. The DOF's review of Oversight Board actions approving conveyances of Successor Agency Disposition Properties shall be limited to confirming that such action conforms to this LRPMP.

7. City Acquisition of Successor Agency Disposition Properties. At any time, including after the Initial Marketing Period has expired, the City may elect to acquire any Successor Agency Disposition Property or City Disposition Property from the Successor Agency pursuant to the terms of an agreement entered into between the City and each of the taxing entities pursuant to Health & Safety Code Section 34180(f) which sets forth the compensation the City is required to pay to the taxing entities for such property.

II. City Disposition Properties

A. List of City Disposition Properties. The following properties are anticipated to be designated as City Disposition Properties in the LRPMP. Numerical designations refer to the detailed discussion of each property or group of properties in the LRPMP.

- #9 – Ayala/Baseline Industrial
- #10 – Metrolink TOD
- #11 – Walnut Industrial Park
- #12 – Gateway Commercial/Walmart
- #13 – NEC Riverside/Rialto Mixed Use
- #8 - Downtown Parking Misc
- #25 - Laurel Ave. and Renaissance Parkway

B. Primary Goals and Objectives.

1. City Option to Acquire City Disposition Properties.

a. The City shall have the option to acquire any or all of the City Disposition Properties at any time during the Initial Marketing Period. In the event the City desires to acquire a City Disposition Property from the Successor Agency during the Initial Marketing Period, neither Oversight Board nor DOF approval shall be required for the conveyance from the Successor Agency to the City; such approval shall be deemed to have occurred when the Oversight Board and DOF approve this LRPMP. To acquire a City Disposition Property from the Successor Agency, the City shall send written notice to the Successor Agency stating the City's intent to acquire such property and a deadline by which the Successor Agency shall execute and record a grant deed for such City Disposition Property in favor of the City.

b. The City may affirmatively decline to acquire one or more City Disposition Properties by written notice to the Successor Agency. Alternately, the City shall be deemed to have declined to acquire any City Disposition Properties that are owned by the Successor Agency upon the expiration of the Initial Marketing Period. In the event the City declines (or is deemed to have declined) to acquire one or more City Disposition Properties from the Successor Agency, such City Disposition Properties shall thereafter be treated as Successor Agency Disposition Properties.

c. At any time, including after the Initial Marketing Period has expired, the City may elect to acquire any City Disposition Property or Successor Agency Disposition Property from the Successor Agency pursuant to the terms of an agreement entered into between the City and each of the taxing entities pursuant to Health & Safety Code Section 34180(f) which sets forth the compensation the City is required to pay to the taxing entities for such property.

2. Compensation to Taxing Entities.

a. Compensation Agreements. The Successor Agency interprets Health and Safety Code Sections 34191.3 and 34191.5 to mean that agreements with taxing entities are not required in connection with the disposition of Successor Agency property to the sponsoring city for governmental uses or for subsequent disposition for development consistent with redevelopment and community plans in accordance with a long-range property management plan. However, pursuant to Department of Finance direction, the City will enter into an agreement with the taxing entities that addresses disposition of each parcel to be conveyed to the City pursuant to this Long Range Property Management Plan ("Compensation Agreement"). The Compensation Agreement will specify that any net unrestricted proceeds from the sale of such parcels will be distributed to all of the taxing entities on a pro rata basis in proportion to each entity's respective share of the property tax base. Notwithstanding the foregoing, this section of this Plan will not be operative if a court order, legislation or Department of Finance policy reverses the Department's directive regarding such agreements.

b. Land Use Actions. The City, Successor Agency and Oversight Board all acknowledge and agree that the City has the authority to take various Land Use Actions as described in Section I.B.5.d., above, and that such Land Use Actions may negatively impact the value of City Disposition Properties. In no event shall the City owe any compensation to the Successor Agency or any taxing entities as a result of any such Land Use Actions.

3. City Negotiations Prior to Acceptance of City Disposition Properties. The City reserves the right, during the Initial Marketing Period but prior to accepting title to the City Disposition Properties, to market such City Disposition Properties for sale and development, negotiate with prospective purchasers of the City Disposition Properties, and to enter onto the City Disposition Properties (and/or permit representatives of prospective purchasers to enter onto the City Disposition Properties) for purposes of conducting due diligence reviews of the condition of such properties. If requested by the City, the Successor Agency shall enter into Right of Entry Agreements with the City and/or prospective purchasers for such purposes. City staff shall coordinate with Successor Agency staff to ensure that the City and Successor Agency are not duplicating efforts with respect to the marketing of City Disposition Properties. City may request that Successor Agency staff participate in negotiations with prospective purchasers of City Disposition Properties.

4. Development Priorities. The City will attempt to sell City Disposition Properties to purchasers that will develop such properties for the purposes the properties were originally acquired, as described in the Implementation Plan.

5. Marketing Strategies. The City shall have full and complete discretion to use any strategy, process or method to solicit and select purchasers for City Disposition Properties. Such strategies may include, without limitation, soliciting interest from adjacent property owners and/or developers known to City staff, issuing requests for proposals regarding the acquisition and development of the City Disposition Properties, listing City Disposition Properties on the MLS or other real property listing services, and/or marketing City Disposition Properties through a broker or by City staff. The City shall have the sole and absolute discretion to package various City Disposition Properties together for sale to a single purchaser or to sell such parcels separately to one or more buyers.

6. Oversight Board and DOF Approval. The Successor Agency shall obtain Oversight Board and DOF approval of each conveyance of a City Disposition Property; provided, such approval shall be limited to confirmation that a Compensation Agreement has been entered into with respect to such conveyance, if required pursuant to Section II.B.2.a. of these procedures and applicable laws.

III. Enforceable Obligation Properties

A. List of Enforceable Obligation Properties.

- #14 – 210 Freeway Frontage. This property will be conveyed to Lewis-Hillwood Rialto Company, LLC ("LHR") pursuant to that certain Amended and Restated Area A Contract of Sale by and between LHR and the Former Agency dated as of July 23, 2008, as amended by that certain First Amendment to Amended and Restated Area A Contract of Sale dated as of November 25, 2008.
- #1 – Downtown Parking at Cuca's. Upon termination or expiration of the Cuca's Lease, the properties will be treated as a City Disposition Property to be transferred to the City for Future Development (per Section II) in accordance with the Plan.

B. Disposition of Enforceable Obligation Properties. The Successor Agency shall dispose of Enforceable Obligation Properties in accordance with the enforceable obligations governing the use and disposition of those properties. Prior to such disposition, the Successor Agency shall provide documentation to the Oversight Board to confirm that the proposed sales price at which Enforceable Obligation Properties will be sold conforms to the provisions of the applicable enforceable obligation. Review of the conveyance of Enforceable Obligation Properties pursuant to an enforceable obligation by the Oversight Board (and DOF) shall be limited to confirmation that the sales price of such conveyance conforms to the terms of the enforceable obligation.

C. Expiration and/or Termination of Enforceable Obligation. In the event Enforceable Obligation Properties are not disposed of in accordance with the enforceable obligation(s) governing such properties, for whatever reason, such properties shall be treated as City Disposition Properties to the extent that such property was identified for development consistent with the implementation plan and shall be disposed of in accordance with Section II, above.

D. Project #14 Net Proceeds. In the event Project #14 is sold by the Successor Agency pursuant to the Contract of Sale (enforceable obligation), the net proceeds of the sale will be distributed to the taxing agencies pursuant to the Dissolution Act. In the event the Contract of Sale is terminated and Project #14 is treated as a City Disposition Property and transferred to the City for Future Development, pursuant to Health and Safety Code Section 34191.5(c)(2)(A), the net proceeds of the sale will either be distributed in accordance with a Compensation Agreement entered into among the City and the taxing agencies or, if the law does not require the City to enter into a Compensation Agreement with the taxing agencies, the net proceeds shall be distributed (or retained by the City) in accordance with applicable law.

IV. Governmental Purpose Properties

A. List of Governmental Purpose Properties.

- #2 – 136 S. Riverside
- #3 – Jerry Eaves Park
- #4 – Metrolink Facility
- #5 – Fire Station 205
- #6 – DSFLF Land Bank
- #7 – Airport Hangers (staff is currently engage in settlement with joint venture to determine purchase amount for improvements and other assets, which the Successor Agency is entitled to a minimum of 20% of profit.).
- #26 - 141 S. Riverside Avenue

B. Disposition of Governmental Purpose Properties to City. The Successor Agency shall convey all of the Governmental Purpose Properties to the City promptly following approval of the LRPMP by the Oversight Board and DOF. The City shall not be required to pay any compensation to the Successor Agency in exchange for the conveyance of the Governmental Purpose Properties. No further approval or action of the Oversight Board or DOF shall be required as a condition of such conveyance to the City; approval of this LRPMP by the Oversight Board and DOF shall be deemed to constitute approval of the conveyance of all Governmental Purpose Properties to the City at no cost to the City. Moreover, the Oversight Board and DOF shall have no further authority over the use or disposition of Governmental Use Properties following the transfer of these properties to the City.

Legislation Details (With Text)

File #:	15-730	Version:	1	Name:	TAB 10
Type:	Resolution			Status:	Agenda Ready
File created:	10/1/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Adopt Resolution No. 6837 approving the property tax revenue amounts to be transferred as a result of the pending reorganization related to Local Agency Formation Commission No. 3191 for annexation to the City of Rialto and the West Valley Water District and detachment from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MIN-CAO-100615-LAFCO#3191 Copy of ATT-CAO-100615-LAFCO#3191 General Plan Consistency revised Location Map Boral Boral tax sharing Reso				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb Steel, Asst. to the CA /Director of Development Services

Request City Council to Adopt Resolution No. 6837 approving the property tax revenue amounts to be transferred as a result of the pending reorganization related to Local Agency Formation Commission No. 3191 for annexation to the City of Rialto and the West Valley Water District and detachment from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70.

(ACTION)

BACKGROUND:

Prior City Council Actions

On August 14, 2012, the City Council held a public hearing to:

1) Rescind the El Rancho Verde Specific Plan No. 6.; and

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2) Certify the Environmental Impact Report (E.A.R. No. 09-19/SCH# 2009061113) for the Lytle Creek Ranch Specific Plan; and

3) Approve General Plan Amendment No. 29 to designate the project area as a "Specific Plan" overlay on the General Plan Land Use Map and amend the text of the General Plan including the Land Use, Circulation and Open Space Elements; and

4) Adopt the Lytle Creek Ranch Specific Plan No. 12 to designate the zoning and development standards for the project area; and

5) Approve the Pre-annexation/Development Agreement No. 170 between the City of Rialto and Lytle Development Company, El Rancho Verde Golf LLC and Pharris Sycamore Flats LLC III.

On February 10, 2015, the City Council approved Resolution No. 6687 to initiate the annexation application process with the Local Agency Formation Commission (LAFCO) for Neighborhoods 2 and 3 of the Lytle Creek Ranch Specific Plan.

On April 9, 2015, Boral Roofing LLC submitted a petition initiating a reorganization proposal (LAFCO 3191) which included the annexation of approximately 28 +/- acres located on the north side of Riverside Avenue between Locust and Linden Avenues (Exhibit A) to the City of Rialto (City) and West Valley Water District (District) and detachment of the same from San Bernardino County Fire Protection District (SBCFPD) and its Valley Service Zone, and County Service Area (CSA) 70 to allow for the receipt of general government, fire and paramedic services, police protection, local parks and recreation, development services, and animal control services from the City.

On August 13, 2015, LAFCO issued a Notice of Filing (NOF) notifying affected agencies of the reorganization proposal. The NOF requires the Auditor-Controller/Treasurer/Tax Collector to estimate the property tax revenue and proportions by agency. This information is used to establish the property tax revenue amounts to be transferred upon the successful completion of the annexation proceedings. Pursuant to the provisions outlined in Section 99 of the Revenue and Taxation Code, all affected agencies have a 60-day period in which to respond with a resolution from the governing body as to the distribution of ad valorem taxes in this change in boundaries. The recommended resolution will approve and accept the property tax revenue amounts to be transferred to the City and District upon satisfactory completion of the annexation proceedings.

ANALYSIS/DISCUSSION:

A determination of the property tax revenue exchange associated with the jurisdictional change must occur prior to issuance of the Certificate of Filing by the Local Agency Formation Commission (LAFCO). The property tax transfer associated with this action shall only be effective upon satisfactory completion of the annexation proceedings. In accordance with Section 99 of the California Revenue and Taxation Code (R&T Code), both the City of Rialto and the Board of Supervisors (Board) must adopt resolutions related to the property tax transfer. The Board is responsible for acting on behalf of all special districts (board-governed or independent).

ENVIRONMENTAL IMPACT:

The City of Rialto is the Lead Agency as defined by the California Environmental Quality Act (CEQA). On June 22, 2010 and July 13, 2010, the City Council conducted a public hearing for the Lytle Creek Ranch project. On July 27, 2010, the City Council adopted Resolution No. 5862 certifying the Final

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Environmental Impact Report (FEIR) (E.A.R. No. 09-19), Mitigation Monitoring, and Reporting Plan (MMRP) for the project and adopting a Statement of Overriding Considerations.

Judgment
After protracted litigation challenging the FEIR, the Superior Court ruled that the Environmental Impact Report (EIR) (SCH No. 2009061113) for the Project failed to comply with CEQA because "it improperly assessed the Project's traffic impacts against future conditions as opposed to existing conditions." The Superior Court ordered the City to revise the EIR with respect to the traffic impact analysis. Upon compliance with the Superior Court's order, the City recirculated the affected portions of the EIR. On August 14, 2012, the Rialto City Council approved the amended and restated EIR.

The request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
Approval of this action complies with the City of Rialto General Plan Goals and Policies:

1. Essential community services and amenities must meet the needs and desires of our families.

2. Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

3. Infrastructure keeps pace with our growth. Every act of construction will result in the improvement and enhancement of both the public and private realms.

As required by Section 65454 of the California Government Code, an analysis of the consistency between the Lytle Creek Ranch Specific Plan project and the goals and policies contained in the City of Rialto General Plan is attached to this report as Exhibit B. Only those goals and policies that either relate directly to or have the potential to relate to the project are addressed. The Lytle Creek Ranch Specific Plan project, which includes the annexation of land from the County of San Bernardino to the City of Rialto, is consistent with the City of Rialto 2010 General Plan Update.

LEGAL REVIEW:
The City Attorney reviewed and approved the staff report and Resolution.

FINANCIAL IMPACT:
The recommended redistribution of property tax revenue amounts as a result of the pending reorganization related to LAFCO No. 3191 is as follows:

AFFECTED AGENCY	TRANSFER TO	TRANSFER FROM

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City of Rialto	$9,777	
West Valley Water District	$0	
County General Fund	$472	
San Bernardino County Fire Protection District - Admin		$1,856
San Bernardino County Fire Protection District - Valley Service Zone		$8,393
County Service Area 70*		$0
TOTAL TRANSFER	$10,249	$10,249

*County Service Area 70 does not receive an allocation of ad valorem property tax revenue and therefore will not transfer any property tax revenue.

The assessed value of the property is currently $6,820,342 and produces $68,203 in general levy (1%) tax revenue. The tax resolution transfers $9,777 of the tax revenue to the City of Rialto from the County of San Bernardino or 14.3% of the total levy. The transferred tax derives from the de-annexation of the property from the County Fire Protection District, less a nominal retention of $472 by the County General Fund..

According to the Fiscal Impact Analysis reportPlan for Services, the total City rRevenues from the annexation (with the Utility Users Tax) will be will be $48,849 for the 2015-1016 fiscal year and will increase to $58,521 in 2018-2019average $56,200 per year for the next 5 years. Without the Utility Tax, the Plan for Services forecasts City revenues averaging $$10,500 per year for the next 5 years. The Plan for Services states that service costs for the annexed property are nominal, and the revenues should be net to the City General Fund.

The chart below shows the progressive increase in revenue over the five year period:

BORAL ROOFING LLC
PLAN FOR SERVICES

Figure 1 - Fiscal Impact Summary No Expansion

APN: 0239-121-20-0000

	2015-16	2016-17	2017-18	2018-19	2018-19
Assessed Value	$ 6,820,476	$ 6,956,885	$ 7,096,023	$ 7,237,944	$ 7,382,702
1% General Levy	68,205	69,569	70,960	72,379	73,827
City Share From County Property Tax Levy	-	-	-	-	-
City Share From Fire District Share Tax Levy	10,249	10,454	10,663	10,876	11,094
VLF In Lieu	-	8,318	8,485	8,654	8,827
Utility User Tax (8%)	38,600	38,600	38,600	38,600	38,600
Total City Revenues	$ 48,849	$ 57,372	$ 57,748	$ 58,131	$ 58,521

Notes:
Tax shares estimated net of Educational Revenue Augmentation Fund (ERAF) shift.
Assessed value assumes no additional improvements to site and 2% annual increase.
Utility User Tax estimated based upon Boral Roofing historical utility bills.

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Figure 1 - Fiscal Impact Summary No Expansion

APN: 0239-121-20-0000

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Utility User Tax (8%)	38,600	38,600	38,600	38,600	38,600
Total City Revenues	$ 48,849	$ 57,372	$ 57,748	$ 58,131	$ 58,521

Notes:
Tax shares estimated net of Educational Revenue Augmentation Fund (ERAF) shift.
Assessed value assumes no additional improvements to site and 2% annual increase.
Utility User Tax estimated based upon Boral Roofing historical utility bills.

The Resolution includes language requiring the property owner to participate in the Utility Users Tax (8%) and the Public Employees Retirement tax (which is currently set at the rate of “zero”).

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. _____ approving the property tax revenue amounts to be transferred as a result of the pending reorganization related to Local Agency Formation Commission No. 3191 for annexation to the City of Rialto and the West Valley Water District and detachment from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70.

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION

October 6, 2015

FROM: **GREGORY C. DEVEREAUX, Chief Executive Officer**
County Administrative Office

SUBJECT: **LOCAL AGENCY FORMATION COMMISSION NO. 3191 – REORGANIZATION TO INCLUDE ANNEXATIONS TO THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT AND DETACHMENTS FROM SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND COUNTY SERVICE AREAS 70 – PROPERTY TAX REVENUE TRANSFER**

RECOMMENDATION(S)

Adopt Resolution approving the property tax revenue amounts to be transferred as a result of the pending reorganization related to Local Agency Formation Commission No. 3191 for annexation to the City of Rialto and the West Valley Water District and detachment from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70.
(Presenter: Katrina Turturro, Deputy Executive Officer, 387-5423)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.
Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Pursue County Goals and Objectives by Working with Other Government Agencies.

FINANCIAL IMPACT

Approval of this action will not result in the use of additional Discretionary General Funding (Net County Cost).

The recommended redistribution of property tax revenue amounts as a result of the pending reorganization related to LAFCO No. 3191 is as follows:

AFFECTED AGENCY	TRANSFER TO	TRANSFER FROM
City of Rialto	$9,777	
West Valley Water District	$0	
County General Fund	$472	
San Bernardino County Fire Protection District - Admin		$1,856
San Bernardino County Fire Protection District – Valley Service Zone		$8,393
County Service Area 70*		$0
TOTAL TRANSFER	**$10,249**	**$10,249**

County Service Area 70 does not receive an allocation of ad valorem property tax revenue and therefore will not transfer any property tax revenue.

BACKGROUND INFORMATION

On April 9, 2015, Boral Roofing LLC submitted a petition initiating a reorganization proposal (LAFCO 3191) which included the annexation of approximately 28 +/- acres located on the north side of Riverside Avenue between Locust and Linden Avenues (Exhibit A) to the City of Rialto (City) and West Valley Water District (District) and detachment of the same from San Bernardino County Fire Protection District (SBCFPD) and its Valley Service Zone, and County Service Area (CSA) 70 to allow for the receipt of general government, fire and paramedic services, police protection, local parks and recreation, development services, and animal control services from the City.

On August 13, 2015, LAFCO issued a Notice of Filing (NOF) notifying affected agencies of the reorganization proposal. The NOF requires the Auditor-Controller/Treasurer/Tax Collector to estimate the property tax revenue and proportions by agency. This information is used to establish the property tax revenue amounts to be transferred upon the successful completion of the annexation proceedings. Pursuant to the provisions outlined in Section 99 of the Revenue and Taxation Code, all affected agencies have a 60-day period in which to respond with a resolution from the governing body as to the distribution of ad valorem taxes in this change in boundaries. The recommended resolution will approve and accept the property tax revenue amounts to be transferred to the City and District upon satisfactory completion of the annexation proceedings.

A determination of the property tax revenue exchange associated with the jurisdictional change must occur prior to issuance of the Certificate of Filing by the Local Agency Formation Commission (LAFCO). The property tax transfer associated with this action shall only be effective upon satisfactory completion of the annexation proceedings. In accordance with Section 99 of the California Revenue and Taxation Code (R&T Code), both the City of Rialto and the Board of Supervisors (Board) must adopt resolutions related to the property tax transfer. The Board is responsible for acting on behalf of all special districts (board-governed or independent).

PROCUREMENT

N/A

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Dawn Messer, Deputy County Counsel, 387-5455) on September 17, 2015; Finance (Tom Forster, 387-4635 and Bobby Magee, 387-5005, Administrative Analysts) on September 17, 2015; LAFCO (Kathleen Rollings-McDonald, Executive Officer, 383-9900) on September 17, 2015; and County Finance and Administration (Katrina Turturro, Deputy Executive Officer, 387-5423) on September 22, 2015.

LAFCO No. 3191

Reorganization to include Annexations to City of Rialto and the West Valley Water District and Detachments from San Bernardino County Fire Protection District, its Valley Service Zone, and County Service Area 70 (Boral Roofing LLC)

EXHIBIT A

City of Rialto Percent of TRA 13.642183%

TRA		**106003**	**Total**
ASSESSED VALUE	**$**	**6,820,342**	**$ 6,820,342**
TAX REVENUE	**$**	**68,203**	**$ 68,203**

		CHANGE IN BASE YEAR 2015-16	
TRANSFER FROM			
Other Affected Agencies:			
San Bernardino County Fire Protection District - Admin	$	(1,856)	**$ (1,856)**
San Bernardino County Fire Protection District - Valley Service Area	$	(8,393)	**$ (8,393)**
County Library	$	-	**$ -**
Total Other Affected Agencies	**$**	**(10,249)**	**$ (10,249)**
TOTAL TRANSFERS FROM	**$**	**(10,249)**	**$ (10,249)**
TRANSFER TO			
City of Rialto	$	9,777	**$ 9,777**
West Valley Water District	$	-	
County General Fund	$	472	**$ 472**
TOTAL TRANSFER TO	**$**	**10,249**	**$ 10,249**

APPENDIX A
GENERAL PLAN CONSISTENCY

This Appendix to the Specific Plan document contains an analysis of the consistency between the Lytle Creek Ranch Specific Plan (the "Project") and the goals and policies contained in the City of Rialto General Plan, as required by Section 65454 of the California Government Code. Only those goals and policies that either relate directly to or have the potential to relate to the Project have been addressed. For the sake of brevity and clarity, those General Plan goals and policies that do not relate to new development or to the project have been omitted and are not addressed below. As evidenced by this consistency analysis, the Lytle Creek Ranch Specific Plan is consistent with the City of Rialto General Plan, as adopted by the City of Rialto (the "City") in 2010.

LAND USE

Goal 2-2: Develop the Riverside Avenue Corridor to become an economically viable local service area.

Policy 2-2.1: Prevent strip commercial development and other inappropriate land uses such as industrial or logistics on Riverside Avenue. Uses such as commercial, multi-unit residential, and office would be deemed appropriate.

Consistency Analysis
The Lytle Creek Ranch Specific Plan includes development of a currently vacant area adjacent to Riverside Avenue between Interstate 15 and Linden Avenue. The Project will provide for a variety of uses fronting Riverside Avenue and designates several Village Center Commercial areas in key locations along the Sierra Avenue/Riverside Avenue corridors. However, no strip commercial development is planned. All commercial development will be concentrated into carefully designed shopping centers and developments. (Lytle Creek Ranch Specific Plan ["LCRSP"], Sec. 4.2.3, Village Center Commercial Architectural Guidelines.)

Goal 2-6: Encourage the annexation of San Bernardino County unincorporated areas into Rialto.

Policy 2-6.1: Work with the County of San Bernardino to require that the City of Rialto's building and zoning regulations be applied to new development within unincorporated County islands and other areas within Rialto's Sphere of Influence.

Consistency Analysis
The Lytle Creek Ranch Specific Plan involves the annexation of 1,753.1 acres of unincorporated San Bernadino County land into the City. The land to be annexed is currently within the City of Rialto's sphere of influence. All new development within the Lytle Creek Ranch Specific Plan area will be built to the standards required by the City of Rialto. (*See* LCRSP, Sec. 6.8, Precise Plan of Design (Design Review).)

Goal 2-7: Encourage all that will provide a benefit to the City.

Policy 2-7.1: Require an approved specific plan for all new large unincorporated areas of vacant land prior to annexation into Rialto.

Policy 2-7.2: Require a fiscal impact statement for any new large planned development to ensure that Rialto receives financial benefit from annexation.

Policy 2-7.3: Require sufficient impact fees on new planned development to assure timely construction of public facilities and provision of expanded City services.

Policy 2-7.4: Require that land be set aside for community parks and other public facilities as appropriate for any large planned development.

Consistency Analysis
Prior to initiation of annexation procedures, the Lytle Creek Ranch Specific Plan must be adopted by the City. A fiscal analysis of projected impacts of the Project (after build-out) on the City General Fund was conducted in May 2010 and indicates that as long as the City's eight percent (8%) utility tax is in effect, or replaced by a property tax to fund public employee retirement, the Project will satisfy fiscal impact goals of the City and have a positive financial contribution to the City. In addition, a financial feasibility analysis of the Project was performed in July 2010 and updated in December 2011. This analysis indicates that the Project, as designed, is financially feasible. (*Financial Feasibility Analysis of the Lytle Creek Ranch Specific Plan Project*, Recirculated Portions of the Draft Environmental Report ["RPDEIR"], Appendix V-E.) The Project will pay its negotiated fair share of impact fees to mitigate financial costs to the City and protect the City's existing levels of service. (*See* LCRSP, Secs. 3.2.7, Schools; 3.6.1, Water System; 3.6.2, Sewer System; 6.3.5, Infrastructure Financing; *see also* Mitigation Monitoring and Reporting Program, Mitigation Measures 6-4(b), 6-6, 9-1, 9-5, and 9-6.)

A major component of the Lytle Creek project is the preservation of environmental resources on-site – resources that are valued both by the community and region. The Project will provide benefits to the City in the form of a minimum of 829.2 acres of open space and an additional 328.8 acres of other recreational amenities, including a golf course, trails, and parks, including an approximately 23-acre Grand Paseo Park, envisioned with active recreational uses, and a 35-acre Sports Park with athletic fields and multiple playgrounds.

Goal 2-8: Preserve and improve established residential neighborhoods in Rialto.

Policy 2-8.1: Promote neighborhood identity and preservation of individual neighborhood character by preserving or creating neighborhood gateway features. This includes the Las Colinas Core Group and the North End (Pepper Avenue) Neighborhood Group.

Policy 2-8.3: Require all new housing built adjacent to designated major or secondary highways to face a residential street, with driveways on the side street. Require landscaped barrier walls to preserve the privacy of residential side yards and protect them from traffic noise and pollution.

Policy 2-8.4: Discourage extreme changes in scale between adjacent structures (i.e., multi-story building walls immediately adjacent to single-unit residences). Encourage appropriate setbacks and other architectural features that provide a gradual change in scale.

Consistency Analysis
The Project will provide residential and community-serving uses as well as open space and pedestrian amenities adjacent to existing residential neighborhoods. Through the placement of compatible adjacent development and the provision of additional community-serving uses, the Lytle Creek Ranch Specific Plan will help to preserve and improve nearby established residential areas.

Lytle Creek Ranch will include the construction of an entry feature at the City's northwest entrance on Riverside Avenue announcing to residents and visitors that they are entering the City's northern gateway. (LCRSP, Sec. 4.1.1, Designing the City's Northern Gateway.) This entry will contain City identification and will be made of local stone. The design will include a representation of the Rialto Bridge, which is depicted on the City's seal. This entry will also include appropriate landscaping and possibly a water feature, and will be lighted at night with soft accent lighting. New residential development within the Project site will include ground signs and landscaping at key entrances, which will help to improve the identity and distinctiveness of the City's neighborhoods.

Where feasible in the Project area, single-family detached homes will either front or side onto primary streets to minimize the amount of wall facing the primary street. (LCRSP 4.1.4, "Placemaking.") If fronting on the primary street, vehicular access to these homes may be provided via local streets or alleyways. Residential areas in the Lytle Creek Ranch Specific Plan area will be protected from noise, pollution, and danger of excessive vehicular traffic by buffer walls, as necessary and appropriate. (*See* Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.)

The Project utilizes successful neighborhood design standards including, but not limited to, integrating site planning, architecture, and landscaping to create a unified neighborhood concept. In addition, the Development Standards for the Project establish minimum setbacks for each of the five residential zoning categories in the Lytle Creek Ranch Specific Plan. (*See* LCRSP, Sec. 5.6, Development Standards.)

Goal 2-9: Protect residential, schools, parks, and other sensitive land uses from the impacts associated with industrial and trucking-related land uses, as well as commercial and retail areas.

Policy 2-9.1: Require mitigation and utilize other techniques to protect residential development and other sensitive land uses near industrial land uses or within identified health risk areas from excessive noise, hazardous materials and waste releases, toxic air pollutant concentrations, and other impacts.

Consistency Analysis
Residential areas in the Lytle Creek Ranch Specific Plan area will be protected from noise, pollution, and danger of excessive vehicular traffic by buffer walls, as necessary and appropriate. Where abutting mining and industrial areas, the Project permits residential walls and fences to extend up to ten feet in height. (LCRSP, Sec. 5.6.14, Wall and Fence Standards (All Zones).) All dwelling units within 500 feet of the main truck routes of existing industrial uses will incorporate air filtration systems to provide protection against potential air quality impacts to those dwellings. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-17.) A noise barrier consisting of solid walls, earthen berms, or a combination of walls and earthen berms and designed in consultation with the City Engineer will be constructed along any residential lots and school sites adjacent to the 1-15 freeway and other major truck routes in the

Project area, including Lytle Creek Road, Glen Helen Parkway, Sierra Avenue, and Riverside Avenue. (Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.) Landscaping and/or walls will screen mining machines, stockpiles, vehicles, and other mining related facilities from ground level views. (*See* LCRSP Sec. 3.2.10, Land Use Plan General Development Standards; Mitigation Monitoring and Reporting Program, Mitigation Measure 1-6.)

COMMUNITY DESIGN

Goal 2-10: Create distinctive gateways at all entry points into Rialto and for individual districts or neighborhoods.

Policy 2-10.1: Continue the use of monument signs at focal points within the community and at major and minor gateways. Establish unified entry treatments at major entries into the City.

Policy 2-10.2: Design and implement themed landscape treatments near freeway off- and on-ramps to announce entry into Rialto.

Policy 2-10.3: Encourage new and established neighborhoods to provide ground signs and landscaping at a major street entrance to reinforce their identity.

Consistency Analysis
The Project proposes the placement of an entry feature on Riverside Avenue announcing to residents and visitors that they are entering the City's northern "gateway." (LCRSP, Sec. 4.3.2, Entry Monumentation.) This entry feature will include low-entry signage made of local stone and containing City identification and a representation of the "Rialto Bridge," a water feature, groupings of flowering trees and/or accent trees, and flowering shrubs. The entry feature will be lighted at night with soft accent lighting. New residential development within the Project site will include ground signs and landscaping at key entrances, which will help to improve the identity and distinctiveness of these neighborhoods in the City. (LCRSP, Sec. 4.3.2, Figs. 4-35, 4-36.)

Goal 2-11: Design streetscapes in Rialto to support and enhance the City's image as a desirable place to live, work, shop, and dine.

Policy 2-11.1: Require the screening of commercial or industrial parking areas, storage yards, stockpiles, and other collections of equipment from the public right-of-way.

Policy 2-11.2: Provide and maintain street trees and parkway landscaping within the public right-of-way for developed properties within Rialto. Require private development to do the same as per City design regulations.

Policy 2-11.3: Provide planted median strips, parkway planting, and turning pockets on Riverside Avenue throughout the City, and extend the landscape median wherever possible.

Policy 2-11.4: Incorporate street trees and other landscape treatments along corridors to provide sufficient shade canopy and promote pedestrian comfort.

Policy 2-11.5: Require that projects with perimeter walls (including gated residential communities) provide an interesting streetscape, with pedestrian access to major travel ways.

Consistency Analysis
Along primary streets in the Project area, the streets will include extensive landscaping, including landscaped parkways on one or both sides. (LCRSP, Sec. 3.5.2, Vehicular Circulation Network and Hierarchy.) Curb separated sidewalks will also be used to enhance the streetscape. (LCRSP, Sec. 4.1.5, Livable Streets.) In addition, the Project will be designed to promote social connectivity. Specifically, homes will be designed to have a strong relationship to the street so that residents have direct views of the street and outdoor living space to enhance the sense of safety and community. (LCRSP, Sec. 4.1.5.) In addition, through the provision of the commercial and education uses, the Project will provide employment opportunities and places for residents and visitors to shop, dine, and socialize with one another.

Landscaping and/or walls will screen mining machines, stockpiles, vehicles, and other mining-related facilities from ground level views. (*See* Mitigation Monitoring and Reporting Program, Mitigation Measure 1-6.) In addition, the Project will minimize the visual impacts associated with commercial parking lots by using a variety of techniques, including, but not limited to, depression of parking lot grade, wherever feasible, to reduce the visual impact of automobiles when seen from the street; development of screen walls and landscaped buffers at sufficient height to conceal car grillwork and nuisance headlights into the street; parking lot design which breaks up parking areas with landscaped belts, thereby reducing the effect of large, unbroken paved surfaces; or continuous connection of planters rather than isolated tree wells and planters separated by wide expanses of paving. (*See* LCRSP, Sec. 3.2.10, Land Use Plan General Development Standards; Mitigation Monitoring and Reporting Program, Mitigation Measure 13-2.)

The Project will provide continuous parkways along streets, uniform street trees on each street, pocket parks that will provide share for pedestrians, and sidewalks. (LCRSP, Sec. 4.1.5, Livable Streets.) The Project will improve Riverside Avenue to include a 14-foot-wide striped median, three travel lanes in each direction, a 24-foot-wide landscaped parkway containing an 8-foot-wide sidewalk/bicycle path adjacent to the Project site and a 13-foot-wide landscaped parkway with a 4 to 6-foot-wide sidewalk along the opposite side of the street. (LCRSP, Sec. 3.5.2, Vehicular Circulation Network and Hierarchy.)

The Project design minimizes the use of walls and fences. Where used, walls will be designed to provide an interesting streetscape through varying wall planes, textures, colors, and materials, providing vine pockets and other landscaped techniques, and occasionally varying setbacks and front wall planes. (LCRSP, Sec. 4.3.9, Fences and Walls.) In addition, where barrier walls installed for noise and safety reasons abut a street, landscaping will be installed to help screen and beautify the walls. Perimeter walls will also incorporate shrub massings, vine pockets, and/or informal tree massing to minimize the vertical scale of the wall. (*See* LCRSP, Sec. 4.1.5, Livable Streets.)

Goal 2-12: Design new streets to be pedestrian friendly.

Policy 2-12.1: Require the use of attractive street furniture (benches, trash receptacles, planters, bicycle racks) in the Downtown area, along Foothill Boulevard, and other highly visible areas to communicate the City's identity and pride.

Policy 2-12.2: Use textured paving or similar design features to define pedestrian crossings, particularly near pedestrian activity areas such as Downtown.

Policy 2-12.3: Install curb extensions (i.e., bulb out or similar enhancements) at pedestrian crossings to shorten the crossing distance required, wherever feasible. Additional pedestrian protections, including bollards and defensible space landscape treatments, should be utilized as well.

Policy 2-12.4: Enhance pedestrian walkways directly under building canopies by one or more of the following techniques: interlocking or textured paving, turf block walls, theme plantings, trees projecting through canopies, bollards and kiosks, pavilions or gazebos, and trellises and arbors planted with flowering vines.

Policy 2-12.5: Maximize potential pedestrian connections through the use of highly visible gateways, walkways, and directional signs and the installation of traffic-calming devices where appropriate.

Policy 2-12.6: Require landscape screens in new commercial developments larger than 15,000 square feet directly in front of the stores rather than leaving the façade barren. The intent of the landscape screen is to improve the scale by visually lowering the building height and mass without impeding access or identity of the buildings function.

Policy 2-12.7: Shade bus shelters and other outdoor use areas from the sun. Commercial projects along major corridors in Rialto shall incorporate at least one bus shelter, taxi stop, bicycle rack, and/or similar transportation or pedestrian features. The design of these features shall be consistent with the identity, feel, and theme of that corridor.

Consistency Analysis
The landscape design for the Project provides for street trees along all streets of all classifications. Where space allows, street trees will include tree species that provide sufficient canopy to shade the street and promote a pedestrian scale. In addition, through the provision of a variety of pedestrian amenities, the Project will encourage street activity, promote walking, and allow convenient access to parks, schools, and local shopping.

All new development within the Lytle Creek Ranch Specific Plan will be built to the standards required by the City of Rialto, including street furnishings.

Pedestrian walkways including, but not necessarily limited to, those directly under building canopies, will be enhanced by one or more of the following techniques: interlocking or textured paving, aggregate or colored concrete, broom finished concrete or other decorative finish, turf block walls, theme plantings, trees plantings, canopies, bollards and kiosks, benches, seat walls, pavilions or gazebos, and/or trellises and arbors planted with flowering vines. Where pedestrian crossings are provided, curbs may be pinched to shorten the crossing distance required. Additional pedestrian protections, including bollards and defensible space landscape treatment may be required to ensure pedestrian safety. (LCRSP, Sec. 4.1.6, Defensible Space.)

The Project includes a network of often interconnecting trails, bike lanes, parkways, and paseos. Specifically, the Project proposes a “Grand Paseo” which will interconnect the three proposed neighborhood parks and provide a 70 to 110-foot-wide non-vehicular greenbelt linking a substantial portion of the Project site. In addition, the Project would provide continuous parkways along streets, uniform street trees on each street, pocket parks, and sidewalks for

pedestrian connectivity. (*See* LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.) The Project would also provide for on-street parking in residential neighborhoods which will help to calm traffic, as will narrower street cross-sections. (LCRSP, Sec. 4.1.5, Livable Streets.) Two traffic roundabouts are presently planned in the active-adult neighborhood (Neighborhood II) to help slow traffic. (LCRSP, Sec. 3.5.2, Vehicular Circulation Network and Hierarchy.)

In established residential and commercial areas, street trees and other introduced landscaping will provide screening for buildings and visual relief of large expanses of pavement to produce an overall softening of hard surfaces. Within the Project, additional bus stops will be provided along the length of Riverside Avenue, as permitted by the City of Rialto and Omnitrans. (LCRSP, Sec. 3.5.3, Mass Transit Connections.) Bus stops will consist of covered transit benches and areas allowing for the posting of bus routes and schedules. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-14.)

Goal 2-13: Achieve quality aesthetic design of all signage in the City of Rialto.

Policy 2-13.1: Prohibit the indiscriminate placement of highway directional signs, traffic signs, street identification signs, and other similar devices in any manner that creates visual blight or driver confusion.

Policy 2-13.2: Require consistent design quality and themes for directional signage along public streets.

Policy 2-13.3: Require that all ground signs incorporate landscape treatment to reduce visual height and impact from the street.

Consistency Analysis

The Project will use neighborhood design standards that include the integration of site planning, architecture, signage, and landscaping to create a unified neighborhood concept. All new development within the Project will be built to the standards required by the City of Rialto. Specifically, all Project signage would be designed in accordance with Chapter 18.102 of the Rialto Municipal Code. (LCRSP Sec. 5.6.13, Signage and Advertising Structures Requirements (All Districts and Zones).) Ground signs and landscaping are proposed at key entrances of new residential development, which will help to improve the identity and distinctiveness of the City's neighborhoods. (LCRSP, Sec. 4.3.2, Entry Monumentation.)

Goal 2-14: Protect scenic vistas and scenic resources.

Policy 2-14.1: Protect views of the San Gabriel and San Bernardino Mountains by ensuring that building heights are consistent with the scale of surrounding, existing development.

Policy 2-14.3: Ensure use of building materials that do not produce glare, such as polished metals or reflective windows.

Consistency Analysis

The anticipated visual changes that may occur following Project construction will not result in the introduction of significant adverse aesthetic impacts. In addition, the visual character of the important viewsheds would generally retain their scenic integrity. The background vistas of the

San Gabriel and San Bernardino Mountains will not be obscured by development in the Lytle Creek Specific Plan area.

Although the precise nature and composition of materials to be used within the Project site has yet to be determined, the materials that will be used will be similar to materials already widely used in the construction of similar projects throughout the City and County without substantial loss of visual acuity. Reflective glare from buildings in the Project is not anticipated to be significant.

Goal 2-16: Improve the architectural and design quality of development in Rialto.

Policy 2-16.1: Require new development and construction to exhibit a high level of quality architectural design to emphasize community uniqueness, individuality, and historical references.

Policy 2-16.2: Require architectural identity for individual commercial corridors, while also encouraging a variety of architectural features to create visual interest and pedestrian scale.

Policy 2-16.3: Discourage architectural monotony.

Policy 2-16.4: Discourage the design of boxy structures; emphasize articulation of the front façade and the horizontal plane with multi-story structures.

Policy 2-16.5: Require developers to vary building and parking setbacks along the streetscape to create visual interest.

Policy 2-16.6: Require architectural treatments on all façades facing rights-of-way, public streets, and alleys, including windows, doors, architectural details, and landscape treatment.

Consistency Analysis

The Lytle Creek Ranch Specific Plan will create high quality residential and commercial neighborhoods. Specifically, the Neighborhoods I, II, and III will be designed so that each will have a unique identity and individual character. Each neighborhood will have its own landscape palette, as well as design elements and features, to create an identifiable street scene. In addition, the Project's architectural will reflect designs influenced by the historical precedents of development traditionally found throughout the City and the Inland Empire during the late 19th and early to mid-20th centuries. (LCRSP, Sec. 4.2.1, Architectural Styles.)

The Project will include standards to encourage innovation in project design including variations in architectural products and styles, setbacks, driveways, rooflines, materials, colors, and landscape treatments. (LCRSP, Sec. 5.6, Development Standards.) Enclaves of homes will vary in size and density to promote diversity and interesting and varied neighborhoods. The Project will include a variety of innovative product types, possibly including, but not limited to, patio homes, zero lot line units, "cluster homes," attached townhouses, garden courts, motorcourts, "mansionettes," and alley-loaded designs. (LCRSP, Sec. 5.6.1 - 5.6.5.) Buildings visible from the public right-of-way would be designed with articulated elevations (e.g., elevations with doors, windows, porches, balconies, dormers, trim and mouldings, roofline

variations, or other architectural features), and with clearly defined entries. (*See, e.g.,* LCRSP Sec. 4.2.3, Apartment Homes.)

Goal 2-17: Provide high-quality and environmentally sustainable landscaping.

Policy 2-17.1: Require the planting of street trees along public streets and inclusion of trees and landscaping for private developments to improve airshed, minimize urban heat island effect, and lessen impacts of high winds.

Policy 2-17.2: Require all new development to incorporate tree plantings dense enough to shade and beautify residential and commercial areas.

Policy 2-17.3: Require the use of drought-tolerant, native landscaping and smart irrigation systems for new development to lower overall water usage.

Consistency Analysis

The Lytle Creek Ranch Specific Plan includes preservation of at least 829.2 acres of natural (undisturbed) open space. In addition, the Project would provide continuous parkways along streets, uniform street trees on each street, pocket parks, and sidewalks for pedestrian connectivity. Furthermore, the Project includes shade and anchorage for swings and hammocks which would contribute to opportunities for natural structural cooling and allow for carbon sequestering. A total of 30,000 trees will be planted within the Project, with a minimum of two offered to each single family residence and the remaining trees planted throughout the Project site. (LCRSP, Sec. 4.3.7, Planting Guidelines.) Additionally, the Project will provide for drought-tolerant species. Landscaping materials in Lytle Creek Ranch will be installed concurrently with each phase of development as each development is constructed.

Goal 2-18: Protect Rialto's small-town character.

Policy 2-18.1: Require all new development and renovations within residential neighborhoods to be consistent with the existing scale, massing, and landscaping of that neighborhood.

Policy 2-18.2: Protect, to the extent feasible, the natural character of the areas bordering or in close proximity to the Santa Ana River and Lytle Creek.

Consistency Analysis

Development within Lytle Creek Ranch Specific Plan will respect the scale, massing, and landscaping of the nearby older residential areas, while establishing its own unique community identity. The Project's architectural character seeks to reflect the design influenced by the historical precedents of development traditionally found throughout the City and the Inland Empire during the late 19th and early to mid-20th Centuries. (LCRSP, Sec. 4.2.1, Architectural Styles.) The Project also includes preservation of at least 829.2 acres of natural (undisturbed) open space. Over fifty percent (50%) of the Project site is devoted to open space and recreational uses

Goal 2-19: Encourage neighborhood preservation, stabilization, and property maintenance.

Policy 2-19.1: Require that new construction, additions, renovations, and infill developments be sensitive to neighborhood context and building form and scale.

Policy 2-19.2: Encourage property maintenance by requiring new development to submit precise plans of design to maintain landscape areas that incorporate property maintenance standards from the City's property maintenance ordinance.

Policy 2-19.3: Continue the graffiti suppression and removal program, and expand outreach programs that encourage neighborhoods to take an active role in the program as well.

Policy 2-19.4: Enforce and carry out code enforcement actions to advance proper maintenance of residential properties.

Policy 2-19.5: Integrate residential developments with their built surroundings, and encourage a strong relationship between dwelling and the street.

Policy 2-19.6: Communicate the single-unit residential function of a building by encouraging the design of visually appealing residential dwellings that feature varied facades and pleasing compositions.

Consistency Analysis

The Project will provide residential and community-serving uses as well as open space and pedestrian amenities adjacent to existing residential neighborhoods. Through the placement of compatible adjacent development and the provision of additional community-serving uses such as recreational areas and schools, the Project will help to preserve and stabilize nearby established residential areas. In addition, entrances for multi-family and attached homes in the Project will generally front onto the adjoining roadways so as to create an appealing street scene, rather than having the rear of the units face the major streets.

Common areas in the Lytle Creek Ranch Specific Plan will be maintained by a permanent private master maintenance organization, as determined by the Master Homeowner Association. (LCRSP, Sec. 6.4.1, Master Homeowners Associations.) Areas of responsibility shall include, but not be limited to, landscaped parkways, open space, parks, paseos, trails, mini parks, and private recreation areas. In certain residential areas of Project, smaller associations may be formed to assume maintenance responsibility for common areas and facilities that benefit only residents in those areas. (LCRSP, Sec. 6.4.2, Residential Neighborhood Associations.) Potential private recreation centers, common open space areas, and potential private roadways exemplify facilities that would come under the jurisdiction of a neighborhood association. All property maintenance performed will comply with the City's property maintenance ordinance and all other applicable code requirements regarding proper maintenance of residential properties.

The Project includes proposals for the design of walls that would be "graffiti resistant" through carefully selecting materials and coatings and installation of plant materials along walls which will help to make walls less desirable to graffiti vandalism. (LCRSP, Sec. 4.1.6, Defensible Space.) Variations in architectural products and styles, setbacks, driveways, rooflines, materials, colors, and landscape treatments will be included in the design standards for homes. (*See, e.g.*, LCRSP, Sec. 4.2.3, Village Center Commercial Architectural Guidelines.)

Goal 2-20: Require high-quality multi-unit design, landscaping, and architecture.

Policy 2-20.1: Require multi-unit buildings design to be visually and architecturally pleasing by varying the height, color, setback, materials, texture, landscaping, trim and roof shape.

Policy 2-20.2: Do not allow box-like forms with large, unvaried roofs by using a variety of building forms and roof shapes by creating clusters of units, variations in height, setback, and roof shape.

Policy 2-20.3: Require use of porches, stairs, railings, fascia boards, and trim to enhance multi-unit buildings' character.

Policy 2-20.4: Provide for multi-unit buildings to relate to the street and be located to reinforce street frontages.

Policy 2-20.5: Emphasize private, ground-level entries to individual units so that primary building entries are prominent and visible.

Policy 2-20.6: Require pedestrian accessibility to adjacent uses with paseos, gates, pedestrian walkways, crossings, and sidewalks.

Policy 2-20.7: Require parking lots to be located at the rear or side of a site to allow a majority of dwelling units to front on the street.

Policy 2-20.8: Encourage that each unit have some form of useful private open space, such as a patio, porch, deck, balcony, yard, or shared entry porches or balconies.

Consistency Analysis

The Lytle Creek Ranch Specific Plan will regulate the design of proposed development to ensure the creation of a high quality community, and distinctive individual neighborhoods. A variety of architectural styles will be permitted, provided that the buildings are articulated with variations in doorways, windows, rooflines, facades, and trim. Dwelling units will be constructed of a variety of materials, including local stone used as accent treatment on some of the buildings. (LCRSP, Sec. 4.2, Architectural Guidelines.)

The Project neighborhoods will be designed so that each will have a unique identity and individual character. Specifically, each neighborhood will have its own landscape palette, as well as design elements and features, to create an identifiable street scene. Entrances for multi-family and attached homes will generally front onto the adjoining roadways so as to create an appealing street scene, rather than having the rear of the units face the major streets. (LCRSP, Sec. 4.1.4, Placemaking.) Residents will have direct views of the street and outdoor living space to enhance the sense of safety and community. In addition, the Project would incorporate architectural elements such as front stoops and porches. The Project will also introduce continuous parkways along streets, uniform street trees on each street, pocket parks, and sidewalks for pedestrian connectivity. Through these connections, the Project would encourage street activity, promote walking, and allow convenient access to parks, schools, and local shopping. (*See* LCRSP, Sec. 1.5. Project Overview.)

A minimum eight-foot wide multi-purpose trail will be constructed in the Grand Paseo in Lytle Creek Ranch, which traverses most of Neighborhood III. In addition, bike lanes can be accommodated on the primary streets in Neighborhoods II and III. A series of internal walkways and greenways will be provided in Lytle Creek Ranch and will facilitate pedestrian movement within and between residential subdivisions throughout the Project. (LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.)

To the extent feasible, large buildings will be visually broken up into smaller components by changes in color, texture, rooflines, window and door spacing, or massing. Landscaping and vertical trees will also help to break up building massing.

The Project will comply with City requirements for screening of parking lots and is designed to minimize the visual impacts associated with parking lots. In addition, entrances for multi-family and attached homes will generally front onto the adjoining roadways.

As part of the development of residential uses, the Project proposes to incorporate architectural elements such as front stoops and porches. (LCRSP, Sec. 4.1.5, Livable Streets.) The Project will require compliance with a condition that a minimum of fifty percent (50%) of the required front yard in all residential areas shall be landscaped (i.e., grasses, shrubs, turf, trees, and other plant materials.)

Goal 2-21: Ensure high-quality planned developments in Rialto.

Policy 2-21.1: Require the provision of landscape buffers, walls, additional setbacks, and landscaped parking lots as buffers between commercial and/or industrial uses with residential land uses.

Policy 2-21.2: Require that the layout of units and/or buildings be staggered to maximize visual interest and individual identity.

Policy 2-21.3: Discourage rectangular building footprints that lack visual interest or articulation along street frontages, and encourage the arrangement of structures on the site to allow for adequate screening of parking and loading areas as well as alleys on all industrial and commercial sites.

Policy 2-21.4: Encourage creative site planning, making use of patio homes, zero lot line units, planned unit “cluster” development, attached townhouse products, and auto courts.

Policy 2-21.5: Encourage the clustering of residential units which provide semi-private common areas, maximize views, and provide passive open space and recreation uses within multi-unit developments.

Policy 2-21.6: Encourage developments to incorporate meandering greenbelts into subdivision projects, particularly along trails, collector streets, secondary streets, and major highways, protected environmental areas, or other special features. Bicycle and pedestrian trails should be connected with similar features in neighboring projects so that upon completion newer neighborhoods will be linked at the pedestrian level.

Policy 2-21.7: Require parkways to be placed on the outside of the public sidewalk immediately adjoining the curb to provide shade for pedestrians, and provide a canopy of trees to be either uniformly spaced or informally grouped.

Policy 2-21.8: Require that new residential subdivisions adjacent to secondary or major highways be oriented inward and provided with buffers to reduce exposure to traffic and noise.

Consistency Analysis

Project neighborhoods will be designed so that each will have a unique identity and individual character. Each neighborhood will have its own landscape palette, design elements, and features to create an identifiable street scene. The layout of units and buildings in the Project will be staggered to maximize visual interest and individual identity, provided, however, that consideration will be given to maximizing unit layout efficiency. To the extent possible, commercial buildings will be arranged to minimize the appearance of long, unbroken, rectangular axes, where feasible, without compromising the efficiency of the site design and layout. (LCRSP, Sec. 4.2.3, Village Center Commercial Architectural Guidelines.) Landscaping will be used to visually "break up" long, straight axes. For smaller buildings, this may include clustering them together around a small plaza, green space, or other focal point.

New single-family residential development will be required to install block walls along the rear and street side of the property line, except for alley-loaded products or where other design considerations make constructing a wall impractical or undesirable. (LCRSP, Sec. 4.3.9, Fences and Walls.) As part of the Project, employee parking and loading zones would be located further from the front of the building or on the side or rear of the buildings, and would be attractively screened from public streets with landscaping or other site design elements. (LCRSP, Sec. 4.2.3.)

The Project will include a variety of innovative structures, including, but not limited to, patio homes, zero lot line units, "cluster homes," attached townhouse, garden courts, motorcourts, "mansionettes," and alley-loaded designs. The Project promotes the clustering of residential units within proposed multi-family developments, which will provide semiprivate common areas, maximize views, and provide passive open space and recreation uses. (LCRSP, Sec. 4.1.3, Neighborhood Character and Design.)

Under the Project, at least 829.2 acres of open space and an additional 328.8 acres of recreational uses will be created or preserved. Individual planning areas will be interconnected through street and alley connections and via greenbelts and trails. Bicycle and pedestrian trails will connect with similar features in nearby neighboring projects so that, upon completion, the neighborhoods within the Lytle Creek Ranch will link with the existing off-site neighborhoods at the pedestrian level. A series of internal walkways and greenways will be provided in Lytle Creek Ranch. The largest of these greenways will be the Grand Paseo in Neighborhood II. This generous greenway will range in width from a minimum of 70 feet up to 110 feet. The

Grand Paseo will link together three of the Neighborhood Parks. In addition, the Project proposes a 20-foot wide paved trail along Lytle Creek in Neighborhoods II, III, and IV. (LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.) The Project also proposes a comprehensive system of sidewalks along it streets. (*See* LCRSP, Sec. 5.6, Development Standards.) These walkways and greenways will encourage pedestrian activity within and between all of the residential areas in Lytle Creek Ranch. Uniform street trees on each street and pocket parks to provide shade for pedestrians will also be included in the Project.

Residential areas bordering Glen Helen Parkway, Clearwater Parkway, Lytle Creek Road/Sierra Avenue, and Riverside Avenue will be protected from noise, pollution, and danger of excessive vehicular traffic by buffer walls, as necessary and appropriate. Where a subdivision fronts on a secondary or major highway, the subdivision shall be buffered and turned inward so that residences are not exposed to the traffic, noise, and visual intrusions of automobiles. Instead, the subdivision shall be surrounded by decorative walls, varied in placement and texture to avoid monotony. (Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.) Where there are no noise considerations, housing developments on collector and local streets may be constructed without walls. Both the setback are in front of the wall, the wall itself, and the parkways shall receive landscape treatment, including turf, trees, flowers, shrubs, and vines.

Goal 2-22: Promote commercial and/or industrial development that is well designed, people-oriented, environmentally sustainable, sensitive to the needs of the visitor or resident, and functionally efficient for its purpose.

Policy 2-22.1: Require that developments incorporate varied planes and textures and variety in window and door treatments on building façades.

Policy 2-22.2: Encourage architecture which disaggregates massive buildings into smaller parts with greater human scale.

Policy 2-22.3: Require that landscape plantings be incorporated into commercial and industrial projects to define and emphasize entrances, inclusive of those areas along the front of a building facing a parking lot.

Policy 2-22.4: Require all major commercial developments to incorporate theme elements to create a distinct identity, foster individuality, and provide gathering opportunities.

Policy 2-22.5: Require developments to provide pedestrian and vehicle connections and pathways between parking lots at the rear and front of buildings.

Policy 2-22.6: Require delivery areas to be separated from pedestrian areas.

Policy 2-22.7: Require outdoor storage areas, where permitted, to be screened from public view.

Policy 2-22.8: Insist that full architectural treatments and details be provided on all facades visible to the street of development projects.

Consistency Analysis

The Project will be designed to promote social connectivity. Efforts will be made to arrange the buildings to minimize the appearance of long, unbroken rectangular axes and building massing,

where feasible, and without compromising site design and layout efficiency. Commercial and industrial buildings will incorporate varied planes, colors, and textures to promote interest. Development will incorporate enhanced landscape planting to define and emphasize entrances to commercial and industrial uses, including areas situated along the front of retail buildings or facing a parking lot. (LCRSP, Sec. 4.2.3, Village Center Commercial Architectural Guidelines.)

All major commercial developments in Project site will incorporate theme elements intended to distinguish them from other developments, foster individuality, and promote gathering opportunities. Such elements include, but may not be limited to, outdoor cafes, gateways, kiosks, flag courts, trellises and arbors, bell towers, theme towers, galleries, patios and plazas, water elements, booths, outdoor markets, colonnades, arcades, and clerestories. (LCRSP, Sec. 4.2.3.)

Larger commercial projects of ten acres or larger in size will incorporate direct walkways, where feasible, that cross the parking lot(s) and connect the buildings with the adjacent streets. Smaller commercial projects will include sidewalks and walkways, where feasible. Parking lots at the rear of a commercial development would not be isolated from the fronts of buildings. Commercial developments would provide either mid-building pedestrian access or fully treated rear entrances.

Rather than relating only to parking lots, commercial projects will also be designed to include internal corridors or passages which are not subject to interference from automobile noise and congestion. These will be designed with visual and social elements to draw pedestrians from building to building, patio to courtyard.

Pedestrian walkways including, but not necessarily limited to, those directly under building canopies shall be enhanced by one or more of the following techniques: interlocking or textured paving; aggregate or colored concrete; broom finished concrete or other decorative concrete; turf block walls; theme plantings; tree plantings; canopies; bollards and kiosks; benches and seat walls; pavilions or gazebos; and/or trellises and arbors planted with flowering vines. (LCRSP, Sec. 4.3.7, Planting Guidelines.) Where pedestrian crossings are provided, curbs may be pinched to shorten the crossing distance required. Additional pedestrian protections, including bollards and defensible open space landscape treatment may also be incorporated into the Project to ensure pedestrian safety. (LCRSP, Sec. 4.1.6, Defensible Space.)

Delivery areas in the Project will be separated from pedestrian areas, and outdoor storage areas will be screened from the public view with a combination of block walls and landscaping. (LCRSP, Sec. 3.2.10, Land Use plan General Development Standards.)

Buildings in Project site that are visible from the public right-of-way will be designed with articulated elevations (e.g., elevations with doors, windows, porches, balconies, dormers, trim and mouldings, roofline variations, or other architectural features). (LCRSP, Sec. 4.2.3.)

Goal 2-23: Minimize the visual impact of parking lots.

Policy 2-23.1: Require mature trees and landscaping in off-street parking areas to make them more inviting and aesthetically appealing, and to provide sufficient shading to reduce heat.

Policy 2-23.2: Encourage the inclusion of textured paving along pedestrian walkways and under building canopies.

Policy 2-23.3: Require use of drainage improvements designed, with native vegetation where possible, to retain or detain water runoff and minimize pollutants into drainage system.

Consistency Analysis

The Lytle Creek Ranch Specific Plan will minimize the visual impacts associated with commercial parking lots by using a variety of techniques, including, but not limited to: depression of parking lot grade, wherever feasible, to reduce the visual impact of automobiles when seen from the street; development of screen walls and landscaped buffers at sufficient height to conceal car grillwork and nuisance headlights into the street; parking lot design which breaks up parking areas with landscaped belts and thereby reduces the massive and unbroken appearance of paved surfaces; or continuous connection of planters rather than isolated tree wells and planters separated by wide expanses of paving.

Where feasible, parking lot design in the Project will incorporate trees planted to provide substantial shade. Parking lot trees will have a minimum box size of a 24" box and canopy to provide substantial coverage of paved areas. Where visible from adjacent public streets, the periphery of parking lots will be planted with trees and shrub hedges. (LCRSP, Sec. 4.3.7, Planting Guidelines.) Special consideration shall be given to landscaping wherever the periphery represents a change from one type of land use to another, the property in question faces or backs a freeway, adjoining properties are of a different architectural style or character, or landscaping treatments are necessary to ensure the privacy of residents. In conformance with City standards, a five-foot wide minimum clear planting space will be provided for planting areas in commercial developments, except where tree wells will be provided. Areas less than five feet in width, excluding tree wells, will be paved.

Project pedestrian walkways including, but not necessarily limited to, those directly under building canopies, will be enhanced by one or more of the following techniques: interlocking or textured paving, aggregate or colored concrete, broom finished concrete or other decorative finish, turf block walls, theme plantings, trees plantings, canopies, bollards and kiosks, benches, seat walls, pavilions or gazebos, and/or trellises and arbors planted with flowering vines. (LCRSP, Sec. 5.6, Development Standards.)

Within the Project, the Grand Paseo and other greenbelts will serve as landscaped drainage corridors to accommodate project stormwater flows. In addition, portions of the Grand Paseo will be designed to function as a large bioswale that will naturally filter out chemicals and other potential pollutants as the water flows through the system.

OPEN SPACE AND RECREATION

Goal 2-24: Take advantage of opportunities to increase and enhance open spaces throughout Rialto.

Policy 2-24.1: Identify and explore opportunities for acquisition of land in the Lytle Creek floodplain and fault-impacted areas for use as open space, parkland, or recreational areas.

Policy 2-26.1: Require that private open space be integrated into new development by providing green spaces and landscaped plazas between buildings.

Policy 2-26.2: Enhance street corridors by incorporating small green areas, extensive landscaping, and street trees.

Consistency Analysis

The Lytle Creek Ranch Specific Plan includes approximately 328.8 acres of recreational open space, consisting of a variety of recreational types and features, including an enhanced public 18-hole golf course, neighborhood parks, a private active-adult community center and private recreational centers, a linear Grand Paseo, and trail system. (LCRSP, Sec. 3.4, Open Space and Conservation Plan.) An extensive greenbelt system will link the various neighborhoods with one another and with schools, neighborhood parks, and the Project's recreation centers. The Project also includes preservation of at least 829.2 acres of natural open space, including along portions of the Lytle Creek floodplain and fault-impacted areas.

Landscaping will be used to visually "break up" long, straight axes of buildings. Smaller buildings may be clustered together around a small plaza, green space, or other focal point. The project would introduce continuous parkways along streets, uniform street trees on each street, pocket parks, and sidewalks for pedestrian connectivity. (LCRSP, Sec. 4.2.3, Village Center Commercial Architectural Guidelines.)

Goal 2-27: Provide a variety of park facilities that meet the diverse needs and interest of the community.

Policy 2-27.2: Plan for and designate adequate funding to maintain new and existing parks and facilities.

Policy 2-27.3: Work with the Rialto Unified School District to provide joint-use facilities in areas where park and recreation facility deficits exist. Mitigate issues associated with school open space, such as vandalism, wear and tear, maintenance, and school expansion.

Consistency Analysis

Lytle Creek Ranch Specific Plan will include approximately 328.8 acres of park and recreation land and golf course uses within its boundaries. Another 17 acres will be used for joint-use park/school sites in Planning Areas 48 and 74, e a 5.1-acre joint-use park adjacent to a new elementary school and a 12.1-acre joint-use park adjacent to a new K–8 school. In addition, a minimum of 829.2 acres of natural open space will be preserved in the Project. In total, fifty percent (50%) of Lytle Creek Ranch Specific Plan will be preserved with as parkland, joint-use park/school facilities, or open space.

The Project proposes a series of neighborhood parks and joint-use parks/school facilities that include amenities similar to a community park. These amenities will include athletic fields, gardens, swimming tools, tot lots, and other features. The neighborhood parks and joint-use parks/schools and the Grand Paseo will be available for use by all residents of Rialto. A portion of the neighborhood parks in Planning Areas 40, 53, and 64 are expected to contain private recreation centers for use by residents of Neighborhood III and their guests. (LCRSP, Sec. 3.3.8, Parks and Recreation Plan Development Standards.) The proposed parks and recreational facilities in Lytle Creek Ranch Specific Plan are planned to be privately owned and maintained by a master homeowners association or other entity acceptable to the City of Rialto. (LCRSP, Sec. 6.4.4, Open Space and Parks Maintenance Associations.)

CONSERVATION

Goal 2-28: Protect and enhance Rialto's surface waters and groundwater basins.

Policy 2-28.2: Maximize recharge of local groundwater basins by minimizing impervious surfaces and protecting open space recharge areas.

Policy 2-28.3: Design sidewalks, roads, and driveways to minimize impervious surfaces; provide flood control channels with permeable bottoms to help restore groundwater aquifers.

Policy 2-28.4: Prohibit the use of septic tanks, and where necessary, assist in the financing of sewer connections and hookups.

Policy 2-28.5: Apply methodologies and assign responsibility to protect the quality of groundwater from pollution by landfills and industrial uses.

Policy 2-28.6: Improve surface drainage facilities, and continue tertiary sewage treatment to protect the Santa Ana River watershed as a potable water source.

Policy 2-28.7: Continue to maintain Lytle Creek as a water source.

Policy 2-28.8: Reduce spreading of high nitrate fertilizers, herbicides, pesticides, and other chemicals in City landscaping that can contaminate groundwater; encourage the public to reduce the use of chemicals in maintenance of landscaping.

Consistency Analysis

The Lytle Creek Ranch Specific Plan incorporates a system of bioswales and, as required by law, would implement a Stormwater Pollution Prevention Plan during construction and a Standard Urban Stormwater Mitigation Plan throughout the operational life of the Project that will incorporate Best Management Practices (BMPs) to control runoff and water quality to protect the area's surface waters and groundwater basins. (LCRSP, Sec. 3.6.3, Drainage Plan; Mitigation Monitoring and Reporting Program, Mitigation Measures 4-2, 4-3.)

The Project provides adequate open space pursuant to the standards established in the City's zoning ordinance as a measure to minimize impermeable surfaces. The amount of paved areas for roads, parking and patios will be minimized, where feasible, or the use of porous or permeable pavement will be considered. (LCRSP, Sec. 4.4.1, Site Planning.) In addition, the Project proposes the landscaped Grand Paseo, which will function for both recreational and stormwater purposes. Likewise, the proposed golf course will handle stormwater flows, while accommodating golfing as a recreational use. By creating a system of natural bioswales and incorporating a variety of BMPs, the Project will help to protect and enhance Rialto's groundwater basins and the area's surface waters.

The Project does not propose the use of septic tanks. In addition, the Lytle Creek Ranch Specific Plan and related City approvals will involve payment of fair share impact fees to the City of Rialto for improvements to the City of Rialto Wastewater Treatment Plant. (LCRSP, Sec. 6.3.5, Infrastructure Financing.)

BMPs will also be incorporated into the Project to avoid adversely affecting the performance of existing drainage facilities. (Mitigation Monitoring and Reporting Program, Mitigation Measure 4-2.) In addition, the Project includes development of appropriate drainage facilities in conjunction with development. (LCRSP, Sec. 3.6.3, Drainage Plan.) The project also proposes the landscaped Grand Paseo that will function for both recreational and stormwater purposes. Likewise, the proposed golf course will handle stormwater flows, while accommodating golfing as a recreational use. The intent is to provide "green" stormwater swales and drainageways throughout the Project site in lieu of using pipes for stormwater flows.

The Lytle Creek Ranch Specific Plan also provides for resident education and participation to manage pollutants that contribute to biological oxygen demand. For example, residents shall be encouraged to keep pets on leashes and to remove feces in order to limit organic material in storm water runoff. Residents shall be further encouraged to irrigate their properties at certain times of the day in order to limit nuisance flow runoff carrying pesticides and other organic material. (Mitigation Monitoring and Reporting Program, Mitigation Measure 4-2.)

Goal 2-29: Conserve water resources.

Policy 2-29.1: Require new development to use features, equipment, technology, landscaping, and other methods to reduce water consumption.

Policy 2-29.2: Use reclaimed water as available for irrigation of City parks, median strips, and other public areas, and encourage its use in industrial applications, large turf and expansive landscaped areas, golf courses, mining, and other uses where potable quality of water is not necessary to its application.

Policy 2-29.3: Educate the community about the importance of water conserving techniques and avoiding wasteful water habits.

Consistency Analysis

The Project has been designed to accommodate existing ground water infiltration ponds so that ground water aquifers can continue to be used as a source of future water supplies. The Project will help to conserve water resources by incorporating irrigation timers and automatic sprinklers, drip irrigation (where feasible), low flush toilets, low water use shower heads, and other water conservation measures as feasible. (LCRSP, Sec. 4.4.4, Water Efficiency.)

The Project will work with the City and local water districts to provide for efficient reuse of wastewater (whether on the Project site or at off-site areas) through use of recycled water from the Oliver P. Roemer Water Filtration Plant, and possible construction of a new scalping plant that may provide an additional source of reclaimed water for use either on the Project site or elsewhere in the City. (LCRSP, Sec. 3.6.1, Water System.)

As part of the Project, education on energy efficiency, water conservation, and waste recycling services would be provided to the community. (Mitigation Monitoring and Reporting Program, Mitigation Measure 4-2.)

Goal 2-30: Incorporate green building and other sustainable building practices into development projects.

Policy 2.30.1: Explore and adopt the use of green building standards and Leadership in Energy and Environmental Design (LEED) or similar in both private and public projects.

Policy 2-30.2: Promote sustainable building practices that go beyond the requirements of Title 24 of the California Administrative Code, and encourage energy-efficient design elements, as appropriate.

Policy 2-30.3: Support sustainable building practices that integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the design, construction, and operation of the built environment.

Consistency Analysis

The Project integrates green building strategies, such as those identified in the United States Green Building Council's LEED, Energy Star Homes, Green Point Rated Homes, and the California Green Building Program, into its proposed design guidelines. Specifically, the Project will provide physical linkages between land uses that promote walking and bicycling and provide alternatives to automobile use and encourage compact development that concentrates residential areas close to public amenities such as schools, parks, retail, golf, recreation centers, and other uses. In addition, the Project would create an interconnected street network that has a high level of connections with cul-de-sacs that include pedestrian or bicycle through connections. Furthermore, the Project would minimize the amount of paved areas for roads, parking, and patios, particularly in residential areas, where feasible, or consider using porous or permeable pavement. (LCRSP, Sec. 4.4.1, Site Planning.)

Project development will be designed and implemented so as to exceed the standards of Title 24 of the California Administrative Code as of 2010 by at least fifteen percent (15%). (LCRSP, Sec. 4.4.2, Energy Efficiency.) The Project will be designed to support sustainable building practices by integrating environmentally-friendly construction practices. (LCRSP, Sec. 4.4.3, Materials Efficiency.)

Goal 2-31: Conserve energy resources.

Policy 2-31.1: Require the incorporation of energy conservation features into the design of all new construction and site development activities.

Policy 2-32.1: Allow the phasing of planned land uses on large mineral resource sites on that part of the site on which mining is not anticipated, or on that part of the site which mining is completed and reclamation has been established.

Policy 2-34.1: Develop programs that promote reuse and recycling throughout the community.

Policy 2-34.2: Utilize source reduction, recycling, and other appropriate measures to reduce the amount of solid waste generated in Rialto that is disposed of in landfills.

Policy 2-34.3: Encourage the maximum diversion from landfills of construction and demolition materials through recycling and reuse programs.

Consistency Analysis

The Project will be designed and implemented to exceed the energy reduction standards of Title 24 of the California Administrative Code as of 2010 by at least fifteen percent (15%).

Project build-out of Lytle Creek Ranch Specific Plan will be conducted in phases. (LCRSP, Sec. 4.4.2, Energy Efficiency.) Though a portion of the Project area is designated MRZ-2, the Project will not result in a loss of availability of a known mineral resource. An analysis that assessed the potential loss of mineral resources resulting from the Project and concluded that feasibility of future mining in the Lytle Creek Ranch Specific Plan area is highly unlikely. (LCRSP Draft EIR, Appendix III-B, Cortner, Steve C., Evaluation for Potential Loss of Mineral Resource Resulting from the Development of Lytle Creek Ranch, City of Rialto, May 2008.)

The Project includes a number of measures to promote resource reduction and recycling, including the selection of sustainable construction materials and products, use of recycled-content products, use of dimensional planning and other material efficiency strategies, use of recycled base and asphalt, and requiring plans for managing materials through deconstruction. In addition, the Lytle Creek Ranch Specific Plan requires adequate space to facilitate recycling collection and incorporation of a solid waste management program that prevents waste generation. Construction practices will also incorporate the use of construction materials that contain reused and recycled content. (LCRSP, Sec. 4.4.3 Materials Efficiency.)

Many of the materials contained in the construction waste stream, such as wood, sheetrock, cardboard, and metals, are economically recyclable. As such, in order to reduce costs, builders and other construction contractors typically promote efforts to salvage these materials during construction, and this economic interest will ensure all feasible efforts will be made to maximize recycling.

Goal 2-35: Reduce air pollution emissions from both mobile and stationary sources in the City.

Policy 2-35.2: Require that new development projects incorporate design features that encourage ridesharing, transit use, park and ride facilities, and bicycle and pedestrian circulation.

Policy 2-35.3: Establish a balanced land use pattern, and facilitate developments that provide jobs for City residents in order to reduce vehicle trips citywide.

Policy 2-35.4: Require new development and significant redevelopment proposals to incorporate sufficient design and operational controls to prevent release of noxious odors beyond the limits of the development site.

Consistency Analysis

Lytle Creek Ranch will provide physical linkages between land uses that promote walking and bicycling and provide alternatives to automobile use. In addition, the Project would encourage compact development that concentrates residential areas close to public amenities such as schools, parks, retail, golf, recreation centers, and other uses. The Project will also incorporate an interconnected street network that has a high level of connections with cul-de-sacs that include pedestrian or bicycle through connections. (LCRSP, Sec. 4.4.1, Site Planning.)

The Project provides for a variety of uses including residential, commercial, institutional, open space, and recreational uses. Through the provision of commercial and institutional uses

adjacent to residential uses, the Project would provide employment opportunities to nearby residents and would serve to reduce vehicle trips and miles traveled. In addition, project development would occur in close proximity to public transportation available along Riverside Avenue. (LCRSP, Sec. 3.5.3, Mass Transit Connections.)

To help foster use of alternative modes of transportation, bus shelters will be incorporated into new commercial and industrial projects that have direct access to Riverside Avenue. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-12.) Additional bus stops will be provided along Riverside Avenue, adjacent to the residential portions of the project, as permitted by the City of Rialto and Omnitrans, the local transit authority. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7.14)

Goal 2-36: Reduce the amount of fugitive dust released into the atmosphere.

Policy 2-36.1: Put conditions on discretionary permits to require fugitive dust controls.

Policy 2-36.2: Support programs and policies of the South Coast Air Quality Management District regarding restrictions on grading operations at construction projects.

Consistency Analysis

Measures incorporated into the Project will ensure that grading will encompass no more than 10 acres on a daily basis within 1,000 feet of any dwelling. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-6.) Under Southern California Air Quality Management District (SCAQMD) policies and procedures, the construction site would qualify as a large site, as there would be more than 50 acres of disturbed surface area. In accordance with those policies and procedures, the construction contractor will submit a "large operation notification" to the SCAQMD and implement those applicable actions specified under the applicable rules, including maintaining minimum required soil moisture content and various other dust suppression techniques. (LCRSP, Sec. 3.7.2, Grading Plan General Development Standards.) All active grading areas will be watered a minimum of three times per day. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-1.)

Goal 2-38: Mitigate against climate change.

Policy 2-38.3: Provide enhanced bicycling and walking infrastructure, and support public transit, including public bus service, the Metrolink, and the potential for Bus Rapid Transit (BRT).

Consistency Analysis

An analysis of the Project's impacts on greenhouse gas emissions and climate change determined that the Project would result in less-than-significant climate change impacts under CEQA. (See Section 2.1, Revised GHG Emissions and Climate Impact Analysis, of the Recirculated Portions of the Draft EIR (RPDEIR); RPDEIR Appendix V-B, ENVIRON, Revised Climate Change Technical Report for Lytle Creek Ranch; Final Recirculated Portions of the EIR, Appendix VI-D, ENVIRON, Updated Greenhouse Gas Emissions Memorandum.) In addition, the Project will include a network of often interconnecting trails, bike lanes, parkways, and paseos that will be accessible to pedestrians and bicyclists to reduce vehicle miles and hours traveled within the Project. (LCRSP, Sec. 4.4.1, Site Planning.)

Bus transportation is currently provided by Omnitrans along portions of Riverside Avenue. Within Lytle Creek Ranch, bus stops will be provided along the length of Riverside Avenue. Commuter and passenger rail service is available from the Rialto Commuter Rail Station. Convenient access from residential areas to non-residential development, such as that proposed near the intersection of Riverside and Sierra Avenues, will be available by way of the Project's internal trail and roadway systems. (LCRSP, Sec. 3.5.3, Mass Transit Connections.) In addition, as a recommended mitigation measure, a park-and-ride facility is proposed near the intersection of Sierra Avenue and Riverside Avenue. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-13.)

The proposed shopping center will likely contain a supermarket and other neighborhood retail and service-oriented commercial uses, including both fast-food and sit-down restaurants. Project residents and surrounding areas will be able to walk or bicycle to this retail center or drive to the center, via the internal roadway network, without placing additional demands on off-site roads.

Goal 2-39: Conserve and enhance Rialto's biological resources.

Policy 2-39.1: Protect endangered, threatened, rare, and other special status habitat and wildlife species within and along Lytle Creek by working with the United States Wildlife Service and the California Department of Fish and Game to establish Natural Community Conservation Plans, Habitat Conservation Plans (HCP), or other established biological resource protection mechanisms within this sensitive area.

Policy 2-39.2: Pursue open space, wildlife corridors, or conservation easements to protect sensitive species and their habitats.

Consistency Analysis

A comprehensive biological resources report was prepared for the Project by PCR, a qualified firm specializing in the preparation of biological and environmental studies, for the entire Lytle Creek Ranch Specific Plan area as a part of the environmental review process. (Draft EIR, Appendix III-D-B, PCR Services Corporation, Biological Resources Assessment, Lytle Creek Specific Plan, City of Rialto, San Bernardino County, California, September 2009.) Focused studies were also undertaken to identify potential impacts to rare, threatened or endangered species. The Project includes measures to ensure that impacts to endangered, threatened, rare, and other special status species will be less than significant. (Mitigation Monitoring and Reporting Program, Mitigation Measures 5-1 to 5-9.) As a result of these studies and measures, the Project will include at least 829.2 acres of natural (undisturbed) open space, including 612.5 acres within and adjacent to Lytle Creek, the San Bernardino National Forest, and Glen Helen Regional Park, to be preserved in perpetuity as part of the Project, 52.2 acres already been set aside in conjunction with the Lytle Creek North Planned Development Project, 160.5 acres previously dedicated in connection with San Bernadino king rat habitat preservation, and 4.0 acres dedicated for the completed West Valley Water District Reservoirs 7-3 and 7-4 along Lytle Creek Road. (LCRSP, Sec. 3.2.8, Open Space.)

ECONOMIC DEVELOPMENT

Goal 3-1: Strengthen and diversify the economic base and employment opportunities, and maintain a positive business climate.

Consistency Analysis

The Project will help to strengthen and diversify the economic base and provide employment opportunities through the development of Village Center Commercial uses, which will include at least one major shopping center, as well as smaller area retail centers. (LCRSP, Sec. 3.2.3, Village Center Commercial Development.) This will provide important tax revenue to the City of Rialto, in addition to providing important services to the resident population. Moreover, the financial analysis of the Project determined that it will be financially feasible and able to attract necessary capital to be implemented. (*Financial Feasibility Analysis of the Lytle Creek Ranch Specific Plan Project*, RPDEIR, Appendix V-E.)

Goal 3-2: Improve historic commercial areas, including Downtown and major commercial corridors.

Policy 3-2.6: Improve the appearance and character along major commercial corridors through improved and uniform signage, themed landscape treatments, storefront improvements, and possible relocation of underutilized businesses.

Consistency Analysis

The Lytle Creek Ranch Specific Plan will involve the development of a currently vacant area adjacent to Riverside Avenue between Interstate 15 and Linden Avenue. The Project will provide for a variety of uses fronting Riverside Avenue, including commercial, residential, open space, and educational uses. As part of the Project, Riverside Avenue will be improved to include a 14-foot-wide striped median, three travel lanes in each direction, a 24-foot-wide landscaped parkway containing a 8-foot-wide sidewalk/bicycle path adjacent to the Project site and a 13-foot-wide landscaped parkway with a 4 to 6-foot-wide parkway-adjacent sidewalk along the opposite side of the street. (LCRSP, Sec. 3.5.2, Vehicular Circulation Network and Hierarchy.) In addition, along the community's major thoroughfares, trees will be massed to create scenic streetscapes as part of the Project. (LCRSP, Sec. 4.3.7, Planting Guidelines.)

INFRASTRUCTURE

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Policy 3-6.1: Coordinate all development proposals with other affected public entities to ensure the provision of adequate public facilities and infrastructure services.

Policy 3-6.2: Work with the school districts to ensure that local school facilities can support the pace of residential development and growth.

Policy 3-6.3: Require an increasing level of public safety infrastructure and service capability tied to population increase and increasing service demand.

Policy 3-6.4: Complete infrastructure master plans for sewer, water, and drainage.

Consistency Analysis

New and expanded public services and facilities will be provided, consistent with Project needs. In addition, the Project will pay its negotiated fair share of impact fees to mitigate financial costs

to the City and protect the City's existing levels of service. (LCRSP, Sec. 6.3.5, Infrastructure Financing.)

Project development will be coordinated with all affected public agencies to ensure that adequate facilities and infrastructure services are provided. (*See* Mitigation Monitoring and Reporting Program, Mitigation Measures 9-4, 10-2, 10-3, 10-4.) Coordination has and will continue to occur with all affected public agencies. The Project provides adequate public facilities to serve the planned development.

The Rialto Unified School District, Fontana Unified School District, and San Bernardino Unified School District will all serve Lytle Creek Ranch. It is anticipated that these school districts will be able to serve the new students generated by the Project. Coordination has and will continue to occur with each district. The Project has identified opportunities for two schools—an elementary school and an elementary/middle school— to be built within the Project area. The Project will pay its negotiated fair share of impact fees to provide for the mitigation of financial costs to the City and protect existing City levels of service. (LCRSP, Sec. 3.2.7, Schools; Mitigation Monitoring and Reporting Program, Mitigation Measure 9-6)

Although the Project will not directly provide additional police or fire/life safety personnel directly, the Project will increase property and sales tax revenues to the City which can be used to offset municipal costs for those services. In addition, the Project will pay its negotiated fair share of impact fees to provide for the mitigation of financial costs to the City and protect existing City levels of service. (Mitigation Monitoring and Reporting Program, Mitigation Measures 9-1, 9-5.)

The Lytle Creek Ranch Specific Plan includes master plans to guide the development of drainage, water, and sewer infrastructure improvements within the Project area. (LCRSP, Secs. 3.6.1, Water System, 3.6.2, Sewer System, 3.6.3, Drainage Plan.)

WATER

Goal 3-8: Promote affordable and quality water service capable of adequately meeting normal and emergency water demands to all areas in Rialto.

Policy 3-8.1: Require that all new development or expansion of existing facilities bear the cost of expanding the water system to handle the increased demands which they are expected to generate.

Policy 3-8.5: Upgrade outdated and undersized water service facilities to prevent unnecessary system failures in the City's water system.

Policy 3-8.6: Work with water agencies to aggressively recharge groundwater basins and prevent excessive water pumping when there are inadequate supplies.

Policy 3-8.7: Develop new sources of water supply, including drilling additional water wells that are free from perchlorate, and expanding recycling water opportunities.

Policy 3-8.8: Work with municipal water districts to explore new water conservation opportunities within Rialto.

Policy 3-8.9: Conserve potable water and utilize reclaimed water for meeting landscaping and irrigation demands as much as possible.

Policy 3-8.10: Support water conservation through requirements for landscaping with drought-tolerant plants and efficient irrigation for all new development and City projects.

Consistency Analysis

The Project will contribute its fair-share cost of designing and constructing those water system improvements needed by and for the Project. All water systems and facilities will be designed and installed in accordance with the requirements of the West Valley Water District. These systems and facilities will be owned, operated, and serviced by the West Valley Water District. (LCRSP, Sec. 6.3.5, Infrastructure Financing.) The Project will also help to conserve scare water resources by incorporating irrigation timers and automatic sprinklers, drip irrigation (where feasible), low flush toilets, low water use shower heads, and other water conservation measures as feasible. (LCRSP, Sec. 4.4.4, Water Efficiency.)

In order to offset the lack of available reclaimed water within the Project area, the Project will assist in providing additional groundwater recharge within the Lytle Creek Basin. Specifically, the Project will work with the City and local water districts to provide for efficient reuse of wastewater through use of recycled water from the Oliver P. Roemer Water Filtration Plant and possible construction of a new scalping plant that may provide an additional source of reclaimed water for use either on the Project site or elsewhere in the City. If implemented, reused water from the Oliver P. Roemer water treatment plant would be used for groundwater recharge within the Lytle Creek Ranch Specific Plan area. (LCRSP, Secs. 3.6.1, Water System, 3.6.2, Sewer System.) In addition, by creating a system of natural bioswales and incorporating a variety of BMPs, the Project will help to protect and enhance Rialto's surface waters and groundwater basins. (Mitigation Monitoring and Reporting Program, Mitigation Measures 4-2, 4-3.) The Project will also include a master drainage plan and a bioswale as part of the Grand Paseo that will filter out chemicals and other potential pollutants. (LCRSP, Sec. 3.6.3, Drainage Plan.)

WASTEWATER

Goal 3-9: Upgrade and maintain an improved wastewater system with adequate plant efficiency and capacity to protect the health and safety of all Rialto residents, businesses, and institutions.

Policy 3-9.1: Require that all new development or expansion of existing facilities bear the cost of expanding the wastewater disposal system to handle the increased loads which they are expected to generate.

Consistency Analysis

All sanitary sewer systems and facilities in Lytle Creek Ranch Specific Plan will be owned and operated by the City and will be designed and installed in accordance with the requirements and specifications of the City and/or San Bernardino County Special Districts Department. Wastewater from the Project will be conveyed by an on-site collection system and treated at either the existing 1.75-mgd Lytle Creek North Wastewater Recycling Plant or the City of Rialto Wastewater Treatment Plant. (LCRSP, Sec. 3.6.2, Sewer System.) The Project will contribute its fair-share cost of designing and constructing those sewer system improvements needed by and for the proposed development. (LCRSP, Sec. 6.3.5, Infrastructure Financing.)

SOLID WASTE AND RECYCLING

Goal 3-10: Minimize the volume of solid waste that enters local and regional landfills.

Policy 3-10.1: Encourage additional recycling in all sectors of the community.

Policy 3-10.2: Encourage the recycling of construction and demolition materials in an effort to divert these items from entering landfills.

Policy 3-10.4: Continue to educate the community regarding the benefits of solid waste diversion and recycling, and maintain programs that make it easy for all residents and businesses to work toward City waste reduction objectives.

Consistency Analysis

The Project will provide recycling centers in readily accessible areas within buildings for depositing, storage, and collection of non-hazardous materials for recycling. The Lytle Creek Ranch Specific Plan incorporates a solid waste management program that reduces waste generation. Construction practices will also incorporate recycling practices. Many of the materials contained in the construction waste stream, are economically recyclable. Builders and other construction contractors typically can be expected to maximize efforts to salvage these materials during construction to capture the economic benefits of recycling. (LCRSP, Sec. 4.4.3, Materials Efficiency.) As part of the Project implementation, education on energy efficiency, water conservation, and waste recycling services will be provided to the community. (Mitigation Measure 4-2.)

PUBLIC SERVICES AND FACILITIES

Goal 3-11: Provide community facilities that adequately support established programs, can accommodate future needs, and are accessible to all members of the community.

Policy 3-11.1: Allocate resources for the maintenance and operations of City facilities; explore alternative funding options for maintenance and operational costs of new facilities.

Policy 3-11.2: Maximize joint facility use by sharing with non-profit organizations, the Rialto Unified School District, and other community organizations.

Policy 3-11.4: Locate community facilities equitably so that they are accessible to all members of the community and serve populations of the greatest needs by removing physical, financial, and language barriers.

Consistency Analysis

Lytle Creek Ranch Specific Plan includes approximately 328.8 acres of recreational and open space, consisting of a variety of recreational opportunities. One of the key features of the Project will be the reopening of the public 18-hole golf course and the enhanced clubhouse to be built. The reopened golf course will include a new golf clubhouse with pro shop, locker rooms, offices, bar, restaurant, banquet facilities, tournament lawn, driving range, and cart storage barn. (LCRSP, Sec. 3.3.7, Golf Course and Clubhouse.)

Other amenities include neighborhood parks, a private active-adult community center and four private recreational centers, the Grand Paseo, and a trail system. An extensive greenbelt system will link the various neighborhoods with one another and with schools, neighborhood parks, and the Project's recreation centers. (LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.) It is anticipated that two recreation centers will include a community center building containing one or more meeting rooms, an exercise room, locker rooms, and comfort facilities. (LCRSP, Sec. 3.3.5, Private Recreation Centers in Neighborhood III.) All recreation centers will contain a swimming pool and spa. The active-adult community center will also contain an internet room/library and a crafts room. (LCRSP, Sec. 3.3.6, Active Adult Recreation Center.)

The public neighborhood parks in Lytle Creek Ranch will provide for both active and passive uses, including sports fields, picnicking areas, playgrounds, and picnic shelters. In addition, an approximately 35.7-acre community park may also be developed. This land may be developed with a mixture of community and neighborhood park elements. Two additional areas totaling just more than 17 acres are planned as joint-use school and park facilities, linking public park areas to proposed adjoining school sites. These joint-use areas are anticipated to contain athletic fields, playgrounds, and informal play areas which will be available to the general public when school is not in session. (LCRSP, Sec. 3.3, Parks and Recreation Plan.)

The Project will increase property and sales tax revenues to the City which can be used to offset costs for the maintenance and operations of City facilities. In addition, proposed private parks and recreational facilities will be maintained by a master homeowners association or other entity acceptable to the City of Rialto. (LCRSP, Sec. 6.4, Maintenance Responsibilities.)

EDUCATION AND LIBRARY

Goal 3-12: Improve access to high-quality education opportunities for all Rialto residents and for all stages of life.

Policy 3-12.1: Promote and support the K-12 public education system by working closely with the Rialto Unified School District, Colton Unified School District, San Bernardino School District, and the Fontana Unified School District to determine and meet community needs for public education and related activities.

Consistency Analysis

As part of the Lytle Creek Ranch Specific Plan, two future school sites will be set aside within Neighborhood III, including a separate elementary school and a combined elementary/middle school. Both school sites are located within the jurisdiction of the Rialto Unified School District. In addition, the Project will satisfy its school mitigation obligations through the payment of State-imposed school impact fees. (LCRSP, Sec. 3.2.7, Schools.)

Goal 3-13: Provide high-quality library resources to meet the educational, cultural, and life-long learning needs of all residents.

Policy 3-13.1: Continue the innovative partnership with the San Bernardino County Library and Friends of the Rialto Library to improve the quality of library services in Rialto.

Consistency Analysis

Library services to the Project will be provided by the San Bernadino County Library System from a series of branch libraries. Although the Project will not directly provide library services, the Project will increase property and sales tax revenues to the City which can be used to offset municipal costs for those services. The project will pay the City's Development Impact Fees to offset any effect on library services. (LCRSP, Sec. 3.6.4, Utilities and Public Services.)

COMMUNITY SERVICES

Policy 3-14.4: Promote a full range of quality child-care services, located throughout the community, which support and strengthen families while meeting the development and social needs of children.

Consistency Analysis

Small child day care facilities, centers, and preschools will be permitted as accessory uses within Lytle Creek Ranch Specific Plan. (LCRSP, Sec. 5.5, Permitted Uses.)

Goal 3-15: Promote a social environment in Rialto that enhances the dignity of the individual and improves the quality of life.

Consistency Analysis

Project design will promote social connectivity in a variety of ways. Homes will be designed to have a strong relationship to the street so that residents have direct views of the street and outdoor living space to enhance the sense of safety and community with their neighbors. (LCRSP, Sec. 4.1.5, Livable Streets.) The Village Commercial uses included in the Project will provide employment opportunities and places for residents and visitors to shop and dine. The Project will provide physical linkages between land uses that promote walking and bicycling and congregation of residents and social interaction. (LCRSP, Sec. 4.4.1, Site Planning.) Additionally, the Project would also encourage compact development that concentrates residential areas close to public amenities such as schools, parks, retail, golf, recreation centers, and other uses. (LCRSP, Sec. 4.4, Sustainable Design Strategies.) These uses will promote a sense of community and encourage social gatherings of residents.

Goal 3-16: Ensure integration and participation of seniors in mainstream community life through accessible social services.

Consistency Analysis

Lytle Creek Ranch will to respond to an unmet need for active-adult communities in the City by providing residents with a golf course-oriented community and a variety of conveniently located on-site amenities in an age-restricted environment. Neighborhood II is planned as a gated, active-adult community on approximately 801.8 acres and will include the entire 221-acre City-approved "El Rancho Verde Specific Plan" area and the El Rancho Verde Royal Vista Golf Course. The golf course will include a new golf clubhouse with pro shop, locker rooms, offices, bar, restaurant, banquet facilities, tournament lawn, driving range, and cart storage barn. (LCRSP, Sec. 3.3.7, Golf Course and Clubhouse.) In addition, within the gated active-adult community, a private active-adult community center will be provided and will include a swimming pool and spa, and an internet room/library and a crafts room. (LCRSP, Sec. 3.2.2, Residential Development.)

CIRCULATION

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials, Secondary Arterials, Collector Streets, and Local Streets.

Policy 4-1.2: Establish standards for spacing between access driveways on roadways of each classification, and encourage shared access between adjacent parcels to minimize the number of access points and improve safety along adjacent roadways.

Policy 4-1.3: Establish and maintain standards for private roadways.

Policy 4-1.6: Coordinate with the California Department of Transportation, San Bernardino Association of Governments, and neighboring jurisdictions to accommodate growing volumes of east-west traffic. This Plan envisions Riverside Avenue, Baseline Road, and Foothill Boulevard to become six-lane arterials.

Policy 4-1.13: Support the County's efforts to improve the I-15 freeway interchange at Sierra Avenue.

Policy 4-1.17: Require new streets and improvements to connect to established streets.

Policy 4-1.18: Review the City's Development Impact Fee for traffic regularly to ensure compliance with the requirements of Measure I.

Policy 4-1.20: Design City streets so that signalized intersections operate at Level of Service (LOS) D or better during the morning and evening peak hours, and require new development to mitigate traffic impacts that degrade LOS below that level. The one exception will be Riverside Avenue south of the Metrolink tracks all the way to the City's southern border, which can operate at LOS E.

Consistency Analysis

Development associated with Lytle Creek Ranch Specific Plan will complete various intersection and roadway improvements as necessary, and the Project will contribute its fair-share towards additional roadway improvements at certain intersections where the Project was determined to have potential impacts during the environmental review process. The Project will construct new streets and provide improvements to existing streets concurrently with new development, and measures have been included in the Project in order to ensure that Level of Service D is maintained on arterial roadways in the vicinity of the Project. (Mitigation Measures 6-4(a), 6-4(b), 6-5.)

The Lytle Creek Ranch Specific Plan includes a Vehicular Circulation Plan which includes standards for entry streets, collector streets, local streets, alley drives, and roundabouts. The Circulation Plan also includes standards for vehicular circulation, pedestrian circulation, bikeways, parking facilities, and connections to mass transit. The Project is designed to provide direct and convenient access to individual residential enclaves, employment, and service land

uses through a safe and efficient street network and a pedestrian trail/sidewalk system. The Circulation Plan includes a network of public and private streets that create an efficient and comprehensive street pattern. The City's standards for private roadways will be included in be included in the Project's design and in the Circulation Plan. (LCRSP, Sec. 3.5, Circulation Plan.)

Goal 4-2: Protect residential neighborhoods from through traffic impacts.

Policy 4-2.1: Locate new development and their access points in such a way that traffic is not encouraged to utilize local residential streets for access to the development and its parking.

Policy 4-2.2: Discourage non-local traffic from using neighborhood streets.

Policy 4-2.3: Minimize new residential driveways on Arterial Roadways.

Consistency Analysis

The Project will construct new streets and improvements to existing streets concurrently with new construction and implement measures to ensure that Level of Service D is maintained on arterial roadways in the vicinity of the project. (Mitigation Monitoring and Reporting Program, Mitigation Measures 6-4(a), 6-4(b), 6-5.) New residential driveways will be constructed only on local streets, and will be prohibited on arterials.

Goal 4-4: Protect school children and others from traffic hazards around schools.

Policy 4-4.1: Designate and mark school bus stops at curbs within neighborhoods to create clear curbside boarding spaces for school bus passengers.

Policy 4-4.2: Review campus site plans to ensure that school bus bays, parking lots, automobile passenger pick-up and drop-off areas, bicycle sheds and paths, and pedestrian walks are designed to maximize separation of travel modes, and to minimize danger to arriving and departing students and school personnel.

Consistency Analysis

Two areas in the Project area have been identified as sites for a new elementary school and a new elementary/middle school. The Project will comply with all City and applicable school district standards for the development of new school facilities. Specifically, any school site must be deemed acceptable by the benefitting school district, the Rialto Unified School District. (Mitigation Monitoring and Reporting Program,Mitigation Measures 1-5, 9-7.)

In addition, to best ensure the safety of pedestrians and residences and enhance the protection of children and others residing in adjoining neighborhoods, the Project would be required to prepare a construction traffic management plan (CTMP) prior to the approval of final grading permits for new major development. The CTMP shall provide for the scheduling of construction and maintenance related traffic so that it does not unduly create any safety hazards to children, to pedestrians, and to other parties**.** (Mitigation Monitoring and Reporting Program,Mitigation Measure 6-3.)

Goal 4-5: Ensure the provision of adequate, convenient, and safe parking for all land uses.

Policy 4-5.4: Allow for joint use and the sharing of parking facilities in mixed-use developments and for other projects which demonstrate the benefits of alternative parking approaches.

Consistency Analysis

The Project will contain a mix of land uses. Parking will be provided to meet City parking codes and other requirements, as applicable to each use. Shared parking may be permitted in planning areas of the Project designated as Village Center Commercial, subject to preparation of a shared parking analysis by a qualified Traffic Engineer. Any such study will be reviewed and approved by both the Director of Development Services and the City Traffic Engineer. This will ensure that adequate parking is provided throughout the Project. (LCRSP, Sec. 3.5.4, Parking.)

Goal 4-6: Provide for all residents and businesses to have equal access to reliable and convenient public transit services.

Policy 4-6.2: Establish new bus turnouts along appropriate arterials based on and in coordination with local and regional transit providers' master plan of stops.

Policy 4-6.3: Require major developments to include bus turnouts, bus shelters, and other transit facilities as appropriate.

Policy 4-6.4: Encourage accessible, flexible, and efficient public transit to all major activity areas in the Inland Empire.

Policy 4-6.5: Encourage clean, lighted, and convenient bus shelters and transit stops that are within walking distance of major activity areas and residential neighborhoods and along arterial roadways.

Consistency Analysis

Bus service is currently provided by Omnitrans along portions of Riverside Avenue adjacent to the Project area. Within Lytle Creek Ranch, additional bus stops will be provided along the length of Riverside Avenue, as permitted by the City of Rialto and Omnitrans. Bus stops will consist of covered transit benches and areas allowing for the posting of bus routes and schedules. (Mitigation Monitoring and Reporting Program,Mitigation Measure 7-14.) Commuter and passenger rail service is available from the Rialto Commuter Rail Station, which is accessible via the bus route presently operating along Riverside Avenue, adjacent to the Project site. Bus stops along Riverside Avenue will be in close proximity to the Project's proposed shopping center which will likely contain a supermarket and other neighborhood retail and service-oriented commercial uses, including both fast-food and sit-down restaurants. (LCRSP, Sec. 3.5.3, Mass Transit Connections; Mitigation Monitoring and Reporting Program, Mitigation Measure 7-12.)

Goal 4-7: Achieve optimum use of regional rail transit.

Policy 4-7.1: Support Metrolink regional rail services, and work with the Southern California Regional Rail Authority to expand services.

Consistency Analysis

Lytle Creek Ranch will include park-and-ride/park-and-pool facilities and public transit improvements designed to enhance linkages between the Project and the existing Rialto Metrolink Station. (LCRSP, Sec. 3.5.3, Mass Transit Connections, Mitigation Monitoring and Reporting Program, Mitigation Measures 7-12 to 7-14.)

Goal 4-8: Establish and maintain a comprehensive system of pedestrian trails and bicycle routes that provide viable connections throughout the City.

Policy 4-8.1: Expand Class I bicycle trails with amenities, particularly adjacent to open space areas, utility and flood control corridors, and abandoned rail corridors.

Policy 4-8.3: Connect school facilities, parks, and other activity nodes within residential neighborhoods with bicycle trails on neighborhood streets.

Policy 4-8.6: Coordinate recreational trail plans with neighboring cities and San Bernardino County to ensure linkage of local trails across jurisdictional boundaries and with regional trail systems.

Consistency Analysis

The Project will include a network of often interconnecting trails, bike lanes, parkways, and paseos. The Grand Paseo will interconnect three proposed neighborhood parks and provide a wide greenbelt across a substantial portion of the Project. (LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.) In addition, the Project will provide continuous parkways along streets, uniform street trees on each street, pocket parks, and sidewalks for pedestrian connectivity. (LCRSP, Sec. 3.5.5, Circulation Plan General Development Standards; Mitigation Monitoring and Reporting Program, Mitigation Measure 7-11.) The Project's recreational trail system will to connect to other existing regional trails in San Bernadino County and the San Bernadino National Forest. (LCRSP, Sec. 3.3.1, Comprehensive Paseo and Trail System.) In addition, the Project includes preservation of at least 829.2 acres of natural open space, including along portions of the Lytle Creek floodplain and fault-impacted areas.

The schools and parks within Neighborhood III will be linked via Class I and Class II bicycle trails on the central collector street. (LCRSP, Sec. 4.4.1, Site Planning.) Class I bicycle trails within Lytle Creek Ranch will include landscaping and other amenities.

Goal 4-9: Promote walking.

Policy 4-9.1: Install sidewalks where they are missing, and make improvements to existing sidewalks for accessibility purposes. Priority should be given to needed sidewalk improvement near schools and activity centers. Provide wider sidewalks in areas with higher pedestrian volumes.

Policy 4-9.2: Require sidewalks and parkways on all streets in new development.

Policy 4-9.3: Provide pedestrian-friendly and safety improvements, such as crosswalks and pedestrian signals, in all pedestrian activity areas.

Policy 4-9.4: Accommodate pedestrians and bicyclists—in addition to automobiles—when considering new development projects.

Policy 4-9.5: Seek to maintain pedestrian access in the event of any temporary or permanent street closures.

Policy 4-9.6: Encourage new development to provide pedestrian paths through projects, with outlets to adjacent collectors, secondaries, and arterial roadways.

Policy 4-9.7: Require ADA compliance on all new or modified handicap ramps.

Consistency Analysis

The Project will encourage street activity, promote walking, and allow convenient access to parks, schools, and local shopping. The Project includes a network of often interconnecting trails, bike lanes, parkways, and paseos that will pedestrians and bicyclists can use to travel to various destinations, including and transit stations. Convenient pedestrian and bicycle access from residential areas to non-residential development, such as the proposed shopping center, will be available via the internal trail and roadway network. (LCRSP, Sec. 4.4.1, Site Planning.)

All Project streets will have a sidewalk on at least one side the street. All arterials bordering Village Center Commercial districts will include sidewalks. (LCRSP, Sec. 3.5.2, Vehicular Circulation Network and Hierarchy.

The landscape design for the Project provides for street trees along all streets of all classifications. Where space allows, street trees will include tree species that provide sufficient canopy to shade the street and promote a pedestrian scale. The Project will encourage street activity, promote walking, and allow convenient access to parks, schools, and local shopping through provision of pedestrian amenities. (LCRSP, Sec. 3.5.5, Circulation Plan General Development Standards.) Where pedestrian crossings are provided, curbs may be pinched to shorten the crossing distance required. Bollards and defensible space landscape treatment may also be included for pedestrian safety. (LCRSP, Sec. 4.1.6, Defensible Space.)

The Project will comply with all City and Americans with Disabilities Act standards for the provision of new handicap ramps.

Goal 4-10: Provide a circulation system that supports Rialto's position as a logistics hub.

Policy 4-10.2: Coordinate truck routes with adjacent jurisdictions.

Policy 4-10.3: Develop appropriate noise mitigation along truck routes to minimize noise impacts on nearby sensitive land uses.

Policy 4-10.4: Encourage the development of adequate on-site loading areas to minimize interference of truck loading activities with efficient traffic circulation on adjacent roadways.

Consistency Analysis

The Lytle Creek Ranch Specific Plan will not alter existing truck routes through the City.

Residential areas in Lytle Creek Ranch will be protected from noise, pollution, and danger of excessive vehicular traffic by buffer walls, as necessary and appropriate. (Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.) In addition, to the extent feasible, schools and parks within the Project shall be designed to locate and orient vehicle access points, including pick-up and drop-off areas, away from noise sensitive uses and locate loading and shipping facilities away from adjacent noise sensitive uses. The Project will also seek to minimize the use of outdoor speakers and amplifiers oriented toward adjacent sensitive receptors; and incorporate fences, walls, landscaping, and other noise buffers and barriers between the proposed use and other abutting noise sensitive uses. (Mitigation Monitoring and Reporting Program, Mitigation Measure 8-4.)

All loading zones in the Project area will be located on the side or rear of the buildings to the maximum extent feasible. (LCRSP, Sec. 4.2.3, Village Center Commercial Architectural Guidelines.)

SAFETY AND NOISE

Goal 5-1: Minimize hazards to public health, safety, and welfare associated with geotechnical hazards.

Policy 5-1.1: Require geotechnical investigations by certified engineering geologist or other qualified professionals for all grading and construction projects subject to geologic hazards, including fault rupture, severe ground shaking, liquefaction, landslides, and collapsible or expansive soils. Particular attention should be paid to areas within Alquist-Priolo Earthquake Fault Zones.

Policy 5-1.2: Require all construction to be in conformance with the Uniform Building Code (UBC) and the California Building Code (CBC), and to be consistent with the Municipal Code as it provides for earthquake resistant design, excavation, and grading.

Consistency Analysis

A portion of the Lytle Creek Ranch Specific Plan area is located within an Alquist-Priolo zone. Numerous site-specific studies have been performed that more accurately defined that zone. As a result of these investigations, the Project includes preservation of at least 829.2 acres of natural open space, including along portions of fault-impacted areas.

The Project will comply with all applicable restrictions and requirements of the Special Studies Zones Act as it applies to Alquist-Priolo Special Studies Zones. A site-specific, design-level geotechnical and geologic investigation(s) will be prepared and submitted to the City to determine the applicable UBC and CBC standards for construction, with which all Project will comply. (Mitigation Monitoring and Reporting Program, Mitigation Measure 3-2.) Habitable structures within an Alquist-Priolo Fault-Rupture Hazard Zone over two stories in height shall only be permitted upon approval by the City Engineer. (Mitigation Monitoring and Reporting Program, Mitigation Measure 3-3.)

Goal 5-2: Minimize the risk and damage from flood hazards.

Policy 5-2.1: For properties located within designated 100-year flood zones, require the submittal of information prepared by qualified specialists which certifies compliance with development standards established for 100-year flood zones.

Policy 5-2.2: Require the implementation of adequate erosion control measures for development projects to minimize sedimentation damage to drainage facilities.

Policy 5-2.3: Continue to consult with the San Bernardino County Flood Control District regarding the establishment and maintenance of regional flood control facilities located within the City.

Policy 5-2.4: Require water retention devices in new developments to minimize flooding of the surface drainage system by peak flows.

Policy 5-2.5: Require that any structure proposed within an officially designated 100-year floodplain, or other floodplain as determined through geotechnical investigation, be designed in a manner that does not negatively impede or redirect floodwaters or raise anticipated flood heights.

Consistency Analysis

The Project will preserve at least 829.2 acres of natural open space, including along portions of the Lytle Creek floodplain. The Project will make improvements to the levee system along portions of Lytle Creek to minimize potential risks and damage associated with flooding. (Mitigation Monitoring and Reporting Program, Mitigation Measures 4-3, 4-4.)

Drainage and flood control facilities and improvements for the Project will be provided in coordination with the City of Rialto and the County of San Bernardino Flood Control District. (LCRSP, Sec. 6.3.5, Infrastructure Financing.) As the proposed levee improvements will modify floodplain boundaries, a conditional letter of map revision or conditional letter of map amendment will be processed with the City and the Flood Control District. (Mitigation Monitoring and Reporting Program, Mitigation Measure 1-10.)

The Lytle Creek Ranch Specific Plan also incorporates BMPs and erosion control measures to minimize sedimentation damage to drainage facilities, as well as water retention devices installed concurrently with development of new construction to minimize peak flows to the surface drainage system. (LCRSP, Sec. 4.4.1, Site Planning; Mitigation Monitoring and Reporting Program,Mitigation Measure 4-2.)

Drainage and flood control facilities and improvements, including to the Lytle Creek flood control revetment, will be provided in coordination with the City of Rialto and the County of San Bernardino Flood Control District. (Mitigation Measure 4-4.) In addition, the Applicant would consult with the San Bernardino County Flood Control District regarding the proposed levee improvements. (LCRSP, Sec. 3.6.3, Drainage Plan, Mitigation Monitoring and Reporting Program,Mitigation Measure 4-5.)

Goal 5-3: Increase the City's fire protection capabilities, and implement fire prevention regulations and standards that minimize potential fire hazards and fire losses.

Policy 5-3.1: Provide for fire personnel, equipment, and fire stations to have adequate and appropriate resources to meet the needs and serve all areas of Rialto.

Policy 5-3.3: Require that development be phased in relation to the City's ability to provide an adequate level of fire protection, as per the City standards.

Policy 5-3.4: Require that all site plans, subdivision plans, and building plans be reviewed by the Fire Department to ensure compliance with appropriate fire regulations.

Policy 5-3.7: Add service level capability and infrastructure to meet increasing demand of new development.

Policy 5-3.8: Ensure that a defensible perimeter is maintained around residential located in high or very high wildfire hazards zones, as per Fire Department guidelines.

Consistency Analysis

The Project will be developed in phases, concurrently with required infrastructure and the expansion of public services as determined to be necessary in consultation with the City. (LCRSP, Sec. 6.3.5, Infrastructure Financing.) The Project will be designed to comply with specific design, development, and procedural standards within designed fire safety zones, including, but not limited to, standards and provisions contained in California Building Code, Chapter 7A (Materials and Construction Methods for Exterior Wildfire Exposure) (Section 82.13.050). The Project will contribute its fair share of impact fees for fire protection to ensure that the Rialto Fire Department has adequate resources to serve the Project and the City. (Mitigation Monitoring and Reporting Program, Mitigation Measure 9-5.) The Rialto Fire Department will review the Project to ensure that National Fire Protection Association 1710 response standards will be satisfied for the Project. (Mitigation Monitoring and Reporting Program, Mitigation Measure 9-4.)

The Project will contribute impact fees to the City of Rialto based on the number of residential units or square-footage of non-residential space in order to ensure that adequate response times for the City of Rialto Fire Department are maintained.

Goal 5-4: Protect the health and welfare of the public, environment, and economy by providing for the safe and responsible management of hazardous materials and wastes.

Policy 5-4.2: Coordinate City enforcement efforts with San Bernardino County, the California Department of Health Services, the Regional Water Quality Control Boards, and the Air Quality Management District, for the management and disposal of hazardous wastes.

Policy 5-4.4: Require all hazardous waste generators and hazardous materials handlers to report to City officials, including the Fire Department any equipment malfunction or upset which may cause hazardous waste to be emitted.

Consistency Analysis

All construction and other activity in the Project area will comply with applicable regulations related to the use, handling, storage and disposal of hazardous materials and waste. Per City

Fire Department standards, any hazardous material upset which may cause hazardous wastes to be emitted will be reported to the City Fire Department.

Goal 5-5: Minimize the generation of hazardous waste in Rialto.

Policy 5-5.2: Encourage and promote practices that will reduce the use of hazardous materials and the generation of hazardous waste at their source, recycle the remaining hazardous wastes for reuse, and treat those wastes which cannot be reduced at the source or recycled.

Policy 5-5.3: Prohibit businesses from storing hazardous materials for commercial use or commercially generated hazardous wastes in residential areas.

Consistency Analysis

The Project will incorporate source reduction measures to reduce on-site generation of hazardous materials in accordance with the Hazardous Waste Source Reduction and Management Review Act. The Lytle Creek Ranch Specific Plan will prohibit the on-site development of uses that generate hazardous waste including heavy industrial uses, landfills and transfer stations, hazardous waste and medical waste incinerators, and chrome plating facilities. (Mitigation Monitoring and Reporting Program, Mitigation Measure 7-15.) The Project will comply with all applicable regulations related to the use, handling, storage and disposal of hazardous materials and waste. (LCRSP, Sec. 3.6.4, Utilities and Public Services.)

Goal 5-7: Maintain a high level of emergency response capability.

Goal 5-8: Provide effective and comprehensive policing services that meet the safety needs of Rialto.

Policy 5-8.1: Provide timely responses to emergency and nonemergency call for service 24 hours a day, per the City standards.

Lytle Creek Ranch will increase the property and sales tax revenues collected by the City, which can be used to offset municipal costs for emergency response services. The Project will be developed in phases, concurrently with required infrastructure and the expansion of public services as determined to be necessary in consultation with the City. (LCRSP, Sec. 6.3.5, Infrastructure Financing.) The Project will pay its negotiated fair share of impact fees, which would provide for the mitigation of financial costs to the City and ensure that the City of Rialto Police and Fire Departments can expand to maintain levels of service and facilities, consistent with the needs of the Project. (Mitigation Monitoring and Reporting Program, Mitigation Measure 9-5.) The Project includes measures to ensure that emergency response standards will continue to be satisfied as development progresses. (Mitigation Monitoring and Reporting Program, Mitigation Measures 9-1, 9-4.) Street address signs and/or building numbers will be clearly marked to facilitate emergency response. (Mitigation Monitoring and Reporting Program, Mitigation Measure 9-2.) In addition, the Rialto Police Department will be provided the opportunity to review all Project building plans to facilitate opportunities for improved emergency access and response, ensure consideration of proper design standards and offer input on design strategies to enhance public safety and reduce demand on emergency services. (Mitigation Monitoring and Reporting Program, Mitigation Measure 9-3.).

Goal 5-10: Minimize the impact of point source and ambient noise levels throughout the community.

Policy 5-10.2: Consider noise impacts as part of the development review process, particularly the location of parking, ingress/egress/loading, and refuse collection areas relative to surrounding residential development and other noise-sensitive land uses.

Policy 5-10.3: Ensure that acceptable noise levels are maintained near schools, hospitals, and other noise sensitive areas in accordance with the Municipal Code and noise standards contained in Exhibit 5-5.

Policy 5-10.4: Limit the hours of operation at all noise generation sources that are adjacent to noise-sensitive areas.

Policy 5-10.5: Require all exterior noise sources (construction operations, air compressors, pumps, fans and leaf blowers) to use available noise suppression devices and techniques to reduce exterior noise to acceptable levels that are compatible with adjacent land uses.

Consistency Analysis

All Project development, including development near schools, hospitals, and other noise sensitive areas will be conducted in accordance with City of Rialto ordinances and noise standards. (Mitigation Monitoring and Reporting Program, Mitigation Measures 8-2, 8-3.)

Residential areas bordering Glen Helen Parkway, Clearwater Parkway, Lytle Creek Road/Sierra Avenue, and Riverside Avenue will be protected from traffic noise, pollution and danger by buffer walls, as necessary and appropriate. (LCRSP, Sec. 4.1.4, Placemaking; Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.) These walls will be landscaped for aesthetic purposes. (Mitigation Monitoring and Reporting Program, Mitigation Measure 13-2.) Walls internal to the Project are optional and will be provided at the discretion of the master developer and builders.

Goal 5-11: Minimize the impacts of transportation-related noise.

Policy 5-11.1: Work with responsible Federal and State agencies to minimize the impact of transportation-related noise, including noise associated with freeways, major arterials, and Metrolink and other rail lines.

Policy 5-11.3: Require development of truck-intensive uses to minimize noise impacts on adjacent uses through appropriate site design.

Consistency Analysis

All development within the Lytle Creek Ranch Specific Plan area will comply with applicable City of Rialto noise standards. (Mitigation Monitoring and Reporting Program, Mitigation Measures 8-2, 8-3.) Residential areas bordering Glen Helen Parkway, Clearwater Parkway, Lytle Creek Road/Sierra Avenue, and Riverside Avenue will be protected from traffic noise, pollution and danger by buffer walls, as necessary and appropriate. (LCRSP, Sec. 4.1.4, Placemaking; Mitigation Monitoring and Reporting Program, Mitigation Measure 8-1.)

HOUSING

Goal 6-1: Maintain and improve the quality of existing housing and neighborhoods in Rialto.

Policy 6-1.3: Encourage neighborhood and local involvement in addressing housing and neighborhood maintenance and improvement.

Policy 6-1.4: Undertake comprehensive neighborhood reinvestment strategies to stabilize and improve neighborhoods.

Policy 6-1.5: Preserve the existing character and quality of established single-family neighborhoods and communities.

Consistency Analysis

Development within Lytle Creek Ranch Specific Plan will be phased to ensure orderly growth, and infrastructure improvements will be provided concurrently with development as it progresses. (LCRSP, Sec. 6.3.5, Infrastructure Financing.) In certain residential areas of Lytle Creek Ranch, small associations may be formed to assume maintenance responsibility for common areas and facilities that benefit only residents in those neighborhoods. (LCRSP, Sec. 6.4.2, Residential Neighborhood Associations.) The Project will be designed to respect the scale, massing, and landscape of nearby residential areas and help to improve, preserve, and stabilize nearby established residential areas. (LCRSP, Sec. 4.2, Architectural Guidelines.)

Goal 6-2: Promote and encourage housing development that adequately meets the needs of all socioeconomic segments of the community and region.

Policy 6-2.1: Utilize the Managing the Land Supply Element, Zoning Ordinance, and other land use controls to provide housing sites that can facilitate and encourage the development of a variety of housing consistent with the City's identified local needs and its regional housing responsibilities.

Policy 6-2.3: Encourage the infilling of vacant residential land and the recycling of underutilized residential land, particularly in Downtown Rialto and along Foothill Boulevard.

Policy 6-2.6: Promote the phased and orderly development of new neighborhoods consistent with the provision of infrastructure improvements.

Policy 6-3.4: Support the development of rental units with three or more bedrooms to provide affordable housing that adequately accommodates larger families, thereby reducing overcrowding and overpayment.

Policy 6-3.5: Encourage the construction of apartment complexes with strong on-site management to ensure that housing is well maintained.

Consistency Analysis

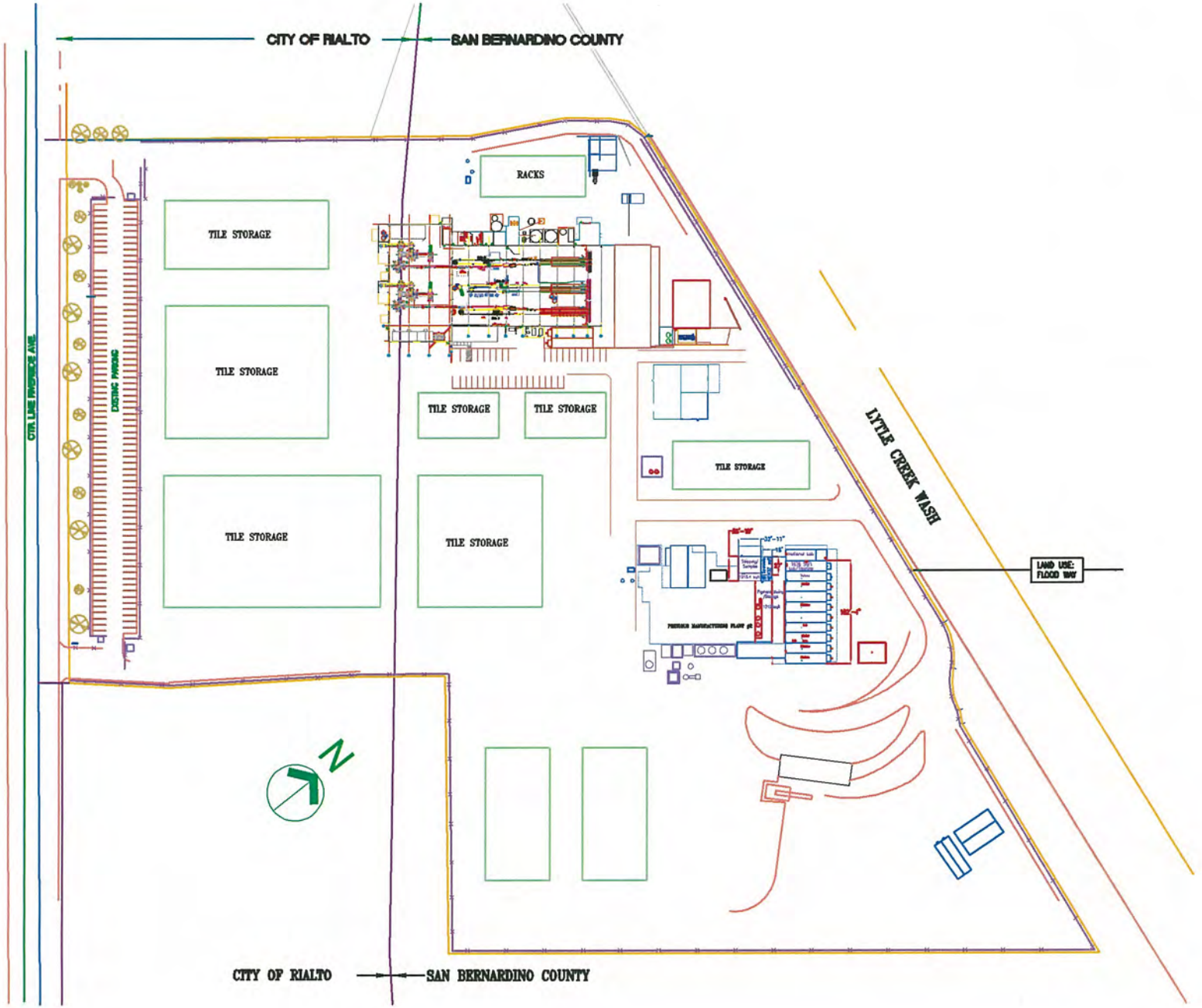
Project housing will include five separate categories of residential development, densities as measured in dwelling units per acre (du/ac), providing a broad array of housing types and residential. These categories are Single-Family Residential 1 (2 to 5 du/ac), Single-Family Residential 2 (5 to 8 du/ac), Single-Family Residential 3 (8 to 14 du/ac), Multi-Family Residential (14 to 28 du/ac), and High Density Residential (25 to 35 du/ac). (LCRSP, Sec. 5.6, Development Standards.)

The Project will provide a variety of land uses within a vacant area in the City of Rialto. One of the neighborhoods in the Project will be devoted to Active Adult housing for residents aged 55 and older. (LCRSP, Sec. 3.2.2, Residential Development.) As the Project site is generally surrounded by existing developments and/or established recreational areas, the Project can be considered an infill project.

Several planning areas in Lytle Creek Ranch are expected to develop with rental units. A percentage of these units may contain three or more bedrooms. The exact number of units with three or more bedrooms, if any, will be determined by the builder of each complex.

The Project encourages the construction of apartment complexes with strong on-site management to ensure that housing is well-maintained.

Development of Lytle Creek Ranch will be phased and infrastructure will be constructed concurrently with development. (LCRSP, Sec. 6.3.5, Infrastructure Financing.)


CITY OF RIALTO
SAN BERNARDINO COUNTY
CITY OF RIALTO
SAN BERNARDINO COUNTY
CITY LINE PIVERSIDE AVE
EXISTING PARKING
RACKS
TILE STORAGE
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TILE STORAGE
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LYTLE CREEK WASH
LAND USE: FLOOD WAY
N

Application

Attachment 2

(FOR LAFCO USE ONLY)

SAN BERNARDINO LAFCO
APPLICATION AND PRELIMINARY
ENVIRONMENTAL DESCRIPTION FORM

INTRODUCTION: The questions on this form and its supplements are designed to obtain enough data about the proposed project site to allow the San Bernardino LAFCO, its staff and others to adequately assess the project. By taking the time to fully respond to the questions on the forms, you can reduce the processing time for your project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, or attach any relevant documents.

GENERAL INFORMATION

1. NAME OF PROPOSAL: Boral Roofing LLC Annexation

2. NAME OF APPLICANT: Boral Roofing LLC
   MAILING ADDRESS: c/o Marie Joseph
   200 Mansell Court East, Suite 310
   Roswell, GA 30076
   PHONE: (770) 552-3362
   FAX: (770) 552-3370
   E-MAIL ADDRESS: marie.joseph@boral.com

3. GENERAL LOCATION OF PROPOSAL: North Side of Riverside Ave. between Locust + Linden Avenues

4. Does the application possess 100% written consent of each landowner in the subject territory?
   YES X NO ___ If YES, provide written authorization for change.

5. Indicate the reasons that the proposed action has been requested. Request annexation into the City of Rialto. There are two(2) parcels for the Boral Roofing LLC Project; one plat is in the County and the other plat is in the City. Annexation into the City will allow for expansion of the Project.

6. Would the proposal create a totally or substantially surrounded island of unincorporated territory?
   YES ___ NO X If YES, please provide a written justification for the proposed boundary configuration. N/A

(FOR LAFCO USE ONLY)

LAND USE AND DEVELOPMENT POTENTIAL

1. Total land area (defined in acres): 28.02

2. Current dwelling units in area classified by type (Single Family detached, multi-family (duplex, four-plex, 10-unit), apartments) N/A

3. Approximate current population in area: N/A

4. Indicate the General Plan designation(s) of the affected city (if any) and uses permitted by this designation(s): Specific Plan with Specific Plan Overlay

San Bernardino County General Plan designation(s) and uses permitted by this designation(s):

Industrial

5. Describe any special land use concerns expressed in the above plans. In addition, for a City Annexation or Reorganization, provide a discussion of the land use plan's consistency with the regional transportation plan as adopted pursuant to Government Code Section 65080 for the subject territory:
No Special land use concerns. The property is consistent with the S.B. County General Plan and the City of Rialto General Plan. Both of these plans have been reviewed by SCAG for consistency with the adopted RTP. The annexation will not alter any of the prior consistency conclusions.

6. Indicate the existing land use.

Industrial

What is the proposed land use?

Industrial

7. For a city annexation, State law requires pre-zoning of the territory proposed for annexation. Provide a response to the following:

a. Has pre-zoning been completed? YES X NO ___
b. If the response to "a" is NO, is the area in the process of pre-zoning? YES ___ NO ___

(FOR LAFCO USE ONLY)

Identify below the pre-zoning classification, title, and densities permitted. If the pre-zoning process is underway, identify the timing for completion of the process.
M-2 Pre-Zoning. M-2 is a general Manufacturing zone. Uses are contained in Chapter 18.42.020 of the Citys Municipal Code (Zoning). Chapter 18.42.020 contains height, bulk, and space requirements.

8. Will the proposal require public services from any agency or district which is currently operating at or near capacity (including sewer, water, police, fire, or schools)? YES ___ NO X If YES, please explain.
N/A

9. On the following list, indicate if any portion of the territory contains the following by placing a checkmark next to the item:

☐ Agricultural Land Uses ☐ Agricultural Preserve Designation

☐ Williamson Act Contract ☐ Area where Special Permits are Required

☐ Any other unusual features of the area or permits required: N/A

10. If a Williamson Act Contract(s) exists within the area proposed for annexation to a City, please provide a copy of the original contract, the notice of non-renewal (if appropriate) and any protest to the contract filed with the County by the City. Please provide an outline of the City's anticipated actions with regard to this contract.
N/A

11. Provide a narrative response to the following factor of consideration as identified in §56668(o):
The extent to which the proposal will promote environmental justice. As used in this subdivision, "environmental justice" means the fair treatment of people of all races, cultures, and incomes with respect to the location of public facilities and the provision of public services:

The annexation will not result in the hindering of environmental justice. With the annexation, Boral Roofing LLC will be allowed to expand, thereby promoting environmental justice.

ENVIRONMENTAL INFORMATION

1. Provide general description of topography. General topography is flat and disturbed land - no hilly terrain.

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2. Describe any existing improvements on the site as % of total area.

Residential	0 %	Agricultural	0 %
Commercial	0 %	Vacant	0 %
Industrial	100 %	Other	0 %

3. Describe the surrounding land uses:

NORTH: Vacant / Lytle Creek Wash

EAST: Vacant

SOUTH: Single-family residential

WEST: Vacant / Single-family residential

4. Describe site alterations that will be produced by improvement projects associated with this proposed action (installation of water facilities, sewer facilities, grading, flow channelization, etc.).

N/A

5. Will service extensions accomplished by this proposal induce growth on this site? YES ___ NO X Adjacent sites? YES ___ NO X Unincorporated ___ Incorporated X

N/A

6. Are there any existing out-of-agency service contracts/agreements within the area? YES X NO ___ If YES, please identify.

Please see Figure 4 - Service Provider Changes of the Plan of Services and Fiscal Impact Analysis.

7. Is this project a part of a larger project or series of projects? YES X NO ___ If YES, please explain.

Lytle Creek Specific Plan- this project is processing a parallel annexation application.

(FOR LAFCO USE ONLY)

NOTICES

Please provide the names and addresses of persons who are to be furnished mailed notice of the hearing(s) and receive copies of the agenda and staff report.

NAME Peter Shills TELEPHONE NO. 909.428.4460

ADDRESS: 3511 N. Riverside Ave., Rialto, CA 92377

NAME Matthew Fagan Consulting Services TELEPHONE NO. 951.265.5428

ADDRESS: 42011 Avenida Vista Ladera, Temecula, CA 92591

NAME Julie Peccorini TELEPHONE NO. 909.888.5731

ADDRESS: 323 West Court Street # 301, San Bernardino, CA 92401

CERTIFICATION

As a part of this application, the city of N/A, or the N/A district, N/A (the applicant) and/or the Boral Roofing LLC (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I/We acknowledge that annexation to the city of N/A or the N/A district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIIIC and XIIID of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

I hereby certify that the statements furnished above and in the attached supplements and exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE April 9, 2015

Boral Roofing LLC
By: F. Scott Dines
SIGNATURE OF APPLICANT

F. Scott Dines
PRINTED NAME OF APPLICANT

VP - Finance
TITLE

(FOR LAFCO USE ONLY)

PLEASE CHECK SUPPLEMENTAL FORMS ATTACHED:

- ☒ ANNEXATION, DETACHMENT, REORGANIZATION SUPPLEMENT
- ☐ SPHERE OF INFLUENCE CHANGE SUPPLEMENT
- ☐ CITY INCORPORATION SUPPLEMENT
- ☐ FORMATION OF A SPECIAL DISTRICT SUPPLEMENT
- ☐ ACTIVATION OR DIVESTITURE OF FUNCTIONS AND/OR SERVICES FOR SPECIAL DISTRICTS SUPPLEMENT

KRM-Rev. 8/16/2012

(FOR LAFCO USE ONLY)

SUPPLEMENT
ANNEXATION, DETACHMENT, REORGANIZATION PROPOSALS

INTRODUCTION: The questions on this form are designed to obtain data about the specific annexation, detachment and/or reorganization proposal to allow the San Bernardino LAFCO, its staff and others to adequately assess the project. You may also include any additional information which you believe is pertinent. Use additional sheets where necessary, and/or include any relevant documents.

1. Please identify the agencies involved in the proposal by proposed action:

ANNEXED TO	DETACHED FROM
City of Rialto	County of San Bernardino
150 S. Palm Ave.	385 N. Arrowhead Ave.
Rialto, CA 92376	San Bernardino, CA 92415

2. Will the territory proposed for change be subject to any new or additional special taxes, any new assessment districts, or fees?

With the exception of Fire Protection, which will be transferred to the County, no other changes are expected such that the property would be subject to any new or additional special taxes, new assessment districts, or fees. See Figure 5 - Current and Projected General Recipients of the Plan of Services and Fiscal Impact Analysis.

3. Will the territory be relieved of any existing special taxes, assessments, district charges or fees required by the agencies to be detached?

Yes. Please refer to the Plan of Services and Fiscal Impact Analysis.

4. Provide a description of how the proposed change will assist the annexing agency in achieving its fair share of regional housing needs as determined by SCAG.

N/A

(FOR LAFCO USE ONLY)

5. PLAN FOR SERVICES:

For each item identified for a change in service provider, a narrative "Plan for Service" (required by Government Code Section 56653) must be submitted. This plan shall, at a minimum, respond to each of the following questions and be signed and certified by an official of the annexing agency or agencies.

1. A description of the level and range of each service to be provided to the affected territory.

2. An indication of when the service can be feasibly extended to the affected territory.

3. An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.

4. The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.

5. An indication of whether the annexing territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.

6. If retail water service is to be provided through this change, provide a description of the timely availability of water for projected needs within the area based upon factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).

CERTIFICATION

As a part of this application, the city of N/A or the N/A district, N/A (the applicant) and/or the Boral Roofing LLC (real party in interest: subject landowner and/or registered voter) agree to defend, indemnify, hold harmless, and release the San Bernardino LAFCO, its agents, officers, attorneys, and employees from any claim, action, proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, and expenses, including attorney fees. The person signing this application will be considered the proponent for the proposed action(s) and will receive all related notices and other communications. I/We understand that if this application is approved, the Commission will impose a condition requiring the applicant to indemnify, hold harmless and reimburse the Commission for all legal actions that might be initiated as a result of that approval.

As the proponent, I/We acknowledge that annexation to the city of N/A or the N/A district may result in the imposition of taxes, fees, and assessments existing within the (city or district) on the effective date of the change of organization. I hereby waive any rights I may have under Articles XIIIC and XIIID of the State Constitution (Proposition 218) to a hearing, assessment ballot processing or an election on those existing taxes, fees and assessments.

(FOR LAFCO USE ONLY)

I hereby certify that the statements furnished above and the documents attached to this form present the data and information required to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

DATE April 9, 2015 _____

For Boral Roofing LLC SIGNATURE OF APPLICANT

Title: VP Finance

/REVISED: krm – 8/15/2012

RSG
BETTER COMMUNITIES. BOLDER FUTURES.

DRAFT PLAN OF SERVICES AND FISCAL IMPACT ANALYSIS

Boral Roofing LLC

February 4, 2015

ROSENOW SPEVACEK GROUP, INC.
www.webrsg.com

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EXECUTIVE SUMMARY

The purpose of this report is to support the annexation of a single parcel to the City of Rialto ("City") from unincorporated San Bernardino County. The proposed parcel annexation is for Assessor Parcel Number ("APN") 0239-121-20-0000, which is owned by Boral Roofing LLC ("Boral Roofing LLC Site" or "Subject Site"). The Boral Roofing LLC Site is located within the City's sphere of influence. The parcel is currently used in conjunction with an adjacent parcel that is within the City's incorporated boundary. Both parcels have the same owner and are in use as a production site for roofing tile. This report provides a brief assessment of public service delivery capabilities of the City and other agencies or special districts affected by the proposed annexation. All impacts are expected to be negligible or non-existent, given the nature and scope of the proposed annexation.

This report is being submitted to the County of San Bernardino Local Agency Formation Commission ("LAFCo") as a Plan for Service required by California Government Code Section 56653. After annexation, local municipal service provision is expected to transfer from the County of San Bernardino ("County") to the City. These services will include general government, police protection, community development, fire protection, local parks and recreation, community services, and public works. The County will continue to provide regional, countywide services such as flood control, court systems, and health and welfare.

Based on an analysis of current service delivery capabilities, the City is equipped to handle additional demand from the proposed annexation of the Boral Roofing LLC Site at no additional, ongoing costs. This report explains the transfer of service requirements upon annexation, and discusses the lack of appreciable, recurring fiscal impacts to the City.

As shown in Table 1, a recurring annual surplus of approximately $49,000 per year, two years after annexation of the Boral Roofing LLC Site is expected if no further improvements are made, based on certain assumptions described in the body of this report. Table 2 identifies an alternative scenario, where an additional 17,155 square feet of manufacturing space is constructed to accommodate additional production, increasing the assessed value of the Subject Site. Using Marshall and Swift Valuation Service, RSG estimated a conservative assessed value of $129 per square foot of new construction[1] for a total of $2.2 million in new assessed value.

[1] Assumes Class C Average industrial construction, adjusted for San Bernardino County costs.

Figure 1 - Fiscal Impact Summary No Expansion

APN: 0239-121-20-0000

	2015-16	2016-17	2017-18	2018-19	2018-19
Assessed Value	$ 6,820,476	$ 6,956,885	$ 7,096,023	$ 7,237,944	$ 7,382,702
1% General Levy	68,205	69,569	70,960	72,379	73,827
City Share From County Property Tax Levy	-	-	-	-	-
City Share From Fire District Share Tax Levy	10,249	10,454	10,663	10,876	11,094
VLF In Lieu	-	8,318	8,485	8,654	8,827
Utility User Tax (8%)	38,600	38,600	38,600	38,600	38,600
Total City Revenues	$ 48,849	$ 57,372	$ 57,748	$ 58,131	$ 58,521

Notes:
Tax shares estimated net of Educational Revenue Augmentation Fund (ERAF) shift.
Assessed value assumes no additional improvements to site and 2% annual increase.
Utility User Tax estimated based upon Boral Roofing historical utility bills.

Figure 2 - Fiscal Impact Summary with 17,155 SF Expansion

	2015-16	2016-17	2017-18	2018-19	2018-19
Assessed Value	$ 9,079,457	$ 9,261,046	$ 9,446,267	$ 9,635,192	$ 9,827,896
1% General Levy	90,795	92,610	94,463	96,352	98,279
City Share From County Property Tax Levy	-	-	-	-	-
City Share From Fire District Share Tax Levy	13,643	13,916	14,195	14,478	14,768
VLF In Lieu	-	11,073	11,295	11,521	11,751
Utility User Tax (8%)	38,600	38,600	38,600	38,600	38,600
Total City Revenues	$ 52,243	$ 63,590	$ 64,089	$ 64,599	$ 65,119

Notes:
Tax shares estimated net of Educational Revenue Augmentation Fund (ERAF) shift.
Assessed value assumes additional improvements of $2.2M to site and 2% annual increase.
Utility User Tax estimated based upon Boral Roofing historical utility bills.

INTRODUCTION

This report presents the plan for service and fiscal analysis for the proposed annexation of the Boral Roofing LLC Site to the City. The Boral Roofing LLC Site is located in unincorporated San Bernardino County, immediately adjacent to the incorporated boundary of the City, and within the City's sphere of influence. As shown in Figure 3, the Boral Roofing LLC Site is set back from the eastern side of North Riverside Avenue between North Locust Avenue and North Linden Avenue, with regional access via nearby Interstate 15 and State Route 210. The Boral Roofing LLC Site is adjacent to a parcel that is currently owned by Boral Roofing LLC, is used for the same roofing tile manufacturing business, and is within the City's incorporated boundary already. Direct access to the Boral Roofing LLC Site is through this adjacent Boral Roofing LLC parcel. The Subject Site does not have independent access to North Riverside Avenue, nor any other public right of way.

Purpose of the Study

The San Bernardino LAFCo requires a Plan for Service and Fiscal Impact Analysis be prepared and certified when a jurisdiction is affected by a proposed change of organization or reorganization (e.g., annexation, formation). Per the LAFCO August 2012 Policy and Procedure Manual, the Plan for Service must include the following components:

- A description of the level and range of each service to be provided to the affected territory.
- An indication of when those services can feasibly be extended to the affected territory.
- An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.
- A Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.
- An indication of whether the affected territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.
- If retail water service is to be provided through this change of organization, provide a description of the timely availability of water for projected needs within the area based upon the factors identified in Government Code Ch3 65352.5

As a single parcel, this particular annexation is extremely small in nature, and service transition is expected to be a matter of procedure. No service impacts are anticipated for the following reasons.

- The annexation does not propose the addition of residents.
- The annexation does not propose a change of land use. The current manufacturing operations at the site will continue, albeit with opportunity for increased capacity in the future.
- The Subject Site is already tied, for all practical purposes, to the City as it is operated in conjunction with a parcel within the City's boundary.
- The location of the Subject Site, which can only be accessed through its adjacent parcel in the City, means that all traffic flow and access is already occurring within the City.

PROJECT DESCRIPTION

The Subject Site location is generally along the north/northeastern border of the City and is about 19.31 acres in size. The commonly used address is 3511 North Riverside Avenue. The immediate area surrounding, and to the northeast of the site has a small amount of industrial uses, but is generally undeveloped due to a natural drainage channel, the Lower Cajon Creek Floodway. The area immediately across the street and southwest of North Riverside Avenue is also developed with light industrial and storage uses.

Figure 3 - Map of Site

The two parcels owned by Boral Roofing LLC (one already within the City, the other as the proposed Subject Site) are currently in operation for tile production and storage. The parcel within the City is currently used as a storage area, while all structures are currently located on the Subject Site.

In 2012, the City adopted the Lytle Creek Ranch Specific Plan ("Specific Plan"), which applies to an area of land both in and adjacent to the City's incorporated boundary, including the Subject Site. An Industrial/Warehousing overlay zone applies to the Boral Roofing LLC Site in the Specific Plan, which is consistent with the existing use. Furthermore, the existing use is consistent with the City's General Plan.

A pre-annexation agreement was entered into in 2010 between the City and Lytle Development Joint Venture III and Lytle Development Company, through City Ordinance 1462. The agreement

allowed for the continued operation of the manufacturing, distribution, and storage facility that currently exists on the site. All rights and obligations of Lytle Development Joint Venture III and Lytle Development Company were later transferred to Boral Roofing LLC. The pre-annexation agreement originally expired on May 1, 2014, but was extended until May 1, 2016 following a public hearing. The agreement essentially provides support for the annexation of the Boral Roofing LLC Site, but does not include any specific provisions, particularly related to sharing of property tax revenues, as discussed in the next section.

Boral Roofing LLC has submitted a Precise Plan of Design ("PPD") to the City to facilitate a future expansion of the manufacturing facility by approximately 17,155 square feet. No environmental changes are anticipated, according to the PPD, which specifically identifies that there will be no substantial change in the demand for municipal services as a part of the expansion. The City has responded with a series of requirements associated with the expansion to comply with City standards and building codes.

SERVICE PROVIDER CHANGE

Upon annexation, certain service provisions will switch from the County to the City, and others will remain the same. Service providers, both before and after annexation, are shown in Figure 4.

Figure 4 - Service Provider Changes

Service	Provider Pre-Annexation	Provider Post-Annexation
General Government	County	City
Fire and Paramedic	County Fire	City Fire Department
Police Services	County Sheriff	City Police Department
Library	County Library	County Library
Parks and Recreation	County	City
Animal Control	County	City (Contracts with County)
Street Lighting and Traffic Signals	County	City (Includes a Community Facilities District)
Landscape Maintenance	County	City (Includes a Community Facilities District)
Roads	County (Current access to site is via a City road)	City
Flood Control and Drainage	County Flood Control	County Flood Control
Water Importation	San Bernardino Valley Municipal Water District	San Bernardino Valley Municipal Water District
Water Retail	West Valley Water District	West Valley Water District
Sewer	None on site	None on site
Other Utilities	Various private providers	Various private providers
Solid Waste Management	County of San Bernardino Solid Waste Management	County of San Bernardino Solid Waste Management

REVENUES

Certain revenues are generated by the Boral Roofing LLC Site, which currently accrue to the County, but would transfer to the City following annexation to support services. The following section describes these revenues.

Assessed Valuation and Property Tax Based Revenues

Property tax revenue is based upon the assessed value of a parcel, as established by the San Bernardino County Assessor ("Assessor"). The Assessor determines the value of a property through a variety of analyses, which includes considerations for construction costs, comparable sales, and in commercial products, revenue produced. Value is established whenever an "assessable event" occurs, such as the sale of a property, or property improvements. Annexation alone is not an assessable event, therefore, the current assessed value of the parcel remains the same, inclusive of any adjustments based on the Proposition 13 annual inflationary factor, or any property tax appeals that may be filed (none are anticipated at this time). Assessed valuation for the Boral Roofing LLC Site is currently $6,656,620, according to County Assessor records.

According to the submitted PPD, Boral Roofing LLC is likely to seek development of an additional production building, currently expected to be 17,155 square feet in size. Based on a conservative estimate utilizing Marshall and Swift Valuation Service, the assessed value of the Boral Roofing LLC Site may increase by approximately $2.2 million after construction completion.

Projected Property Tax

It is estimated that the City General Fund will receive property tax at 15.0267% of the one percent general property tax levy on assessed valuation. The City and County do not have a Master Property Tax Exchange Agreement, therefore this estimate is generally based on the tax rate levy in the adjacent Tax Rate Area, where the other Boral Roofing LLC parcel is located, and previous annexation documents provided by LAFCo. The property tax rate share assumes that the City will receive 0% of the County's general levy share, and 100% of the San Bernardino County Fire Protection District's share. Note that any property tax exchange must be approved by the City and County before the annexation can be completed.

Figure 5 - Current and Projected General Levy Recipients

Agency	% Share	Annexation Impact
County General Fund	0.15113154	No Change
ERAF	0.22886376	No Change
Flood Control Zone 2	0.02685919	No Change
Flood Control Zone 1 and 2 Admin	0.00188702	No Change
County Free Library	0.01470179	No Change
Superintendent of Schools	0.00518932	No Change
Superintendent of Schools	0.00089711	No Change
Superintendent of Schools	0.00203397	No Change
Superintendent of Schools	0.00163955	No Change
Superintendent of Schools	0.00053362	No Change
San Bernardino Community College	0.05323888	No Change
Rialto Unified School District	0.33321475	No Change
CSA 70	0	N/A
San Bernardino County Fire Protection District	0.12305884	Expected to Transfer to City
San Bernardino County Fire Protection District	0.02720788	Expected to Transfer to City
Inland Empire Joint Resource Conservation District	0.00216544	No Change
San Bernardino Valley Municipal Water	0.02737734	No Change
Total General Levy	**1.00**	

At a total general levy rate of 15.0267%, the City would receive approximately $10,000 in property taxes annually, following annexation, based on current assessed value and an assumed 2% increase in assessed value each year.

Projected Vehicle License Fees (VLF) - Property Tax In Lieu

Established in 1935, the Motor Vehicle License Fee ("VLF") was essentially a tax on the ownership of a vehicle. It is collected by the State annually when vehicles are registered, and was historically allocated to cities and counties based upon a statutory formula. In 2004, during the State's budget crisis, about 90 percent of a city's VLF revenue was replaced with property tax revenue, and cities in particular began to receive an allocation of property tax from the State's Educational Revenue Augmentation Fund in an amount equal to what they would have received in VLF under an older VLF allocation formula. Under current law, the property tax in-lieu of VLF revenue increases based on assessed value growth instead of population growth in a jurisdiction, so this Study estimates revenues based on changes in assessed value that can be allocated to the Boral Roofing LLC Site. The Project will generate approximately $8,300 per year in annual In-Lieu VLF revenues, as shown in Figure 6 with no further improvements to the Subject Site. It is important to note this calculation merely assigns a "fair share" to the Boral Roofing LLC Site. As revenues are allocated based on citywide assessed value, a decline in assessed value elsewhere in the city may negate any net additional revenue associated with the Boral Roofing LLC Site.

Figure 6 - VLF In-Lieu Calculation

2013-14 Assessed Value		5,840,693,000
2004-05 Assessed Value		3,985,693,000
Change in Assessed Value	$	1,855,000,000
2013-14 VLF In-Lieu		8,561,000
2004-05 VLF In-Lieu True Up		6,343,000
Change in VLF In-Lieu	$	2,218,000
VLF Increase/Assessed Value Increase		0.0011956873
Net Change VLF Per $1,000,000 Assessed Value	$	1,196
VLF In-Lieu for Boral Roofing Site ($6.9M in 2016-17)	$	8,318

Property Transfer Tax

The County currently receives $1.10 for every $1,000 of property value transferred within the unincorporated area. If annexed, the revenue would be split equally between the County and the City, resulting in both entities collecting property transfer tax revenue of $0.55 for every $1,000 of property value transferred, typical of most incorporated communities. However, as the current owner has no plans to sell the property at this time, and is in fact planning to expand operations, no property transfer tax revenues are projected.

Sales and Use Tax

One percent of all taxable sales[2] taking place within Rialto goes to the City's General Fund. However, the Boral Roofing LLC Site is used for manufacturing and storage purposes. It does not contain a point of sale, therefore no sales tax is anticipated to be associated with this site.

Utility User Tax

The City levies an 8% utility user tax on electric, gas, phone, cable, wireless, sewer, and water services on businesses and residences in Rialto. The County does not levy a utility user tax. Upon annexation, the business operator at the Subject Site, currently Boral Roofing LLC, will pay an additional fee on all applicable utilities. Boral Roofing LLC estimates annual utility costs to be $483,000 per year. The resulting utility tax at 8% would be approximately 38,600 per year. It is unknown how these expenses could vary with the proposed expansion, changes in efficiency levels, etc., so revenues were left flat for all projections. These revenues are collected by the City's General Fund.

[2] Including triple flip revenues

SERVICE PROVISION AND EXPENDITURES

The following section describes the existing and anticipated future service providers for the proposed Boral Roofing LLC Site as well as the anticipated costs associated with the City providing those services. Please note that no additional City expenditures are expected to result from the proposed annexation as discussed earlier.

General Government

General government costs include costs associated with the legislation and administration of municipal services. Based on the nature of this annexation, no impact upon general government services is anticipated. One-time, additional expenditures may be associated with this annexation, as well as any future development activities. City fees charged for these services will offset some costs, and City departments will be able to support functions with existing staff and supplies.

Fire and Paramedic Service

Fire protection services will transfer from the County to the City upon annexation. The City maintains its own fire department, and the nearest fire station (Station 202) is located at Riverside and Walnut, approximately 1.5 miles from the Boral Roofing LLC Site. At this time, the City and the County have a mutual aid agreement, which supports their ability to ensure the fastest and most effective service delivery. As the nearest County fire station (Station 7) is 3.8 miles away, a call for service from the Boral Roofing LLC Site today may result in the dispatch of the Rialto Fire Department, as allowed under the mutual aid agreement.

As no change of use is anticipated, and the Boral Roofing LLC Site experiences minimal need for fire services, no cost impacts are associated with this proposed annexation. As noted in the City's response to Boral Roofing LLC's Precise Plan of Design submittal, a water system capable of providing adequate fire flow must be installed for any future construction to be approved.

Police Services

The County Sheriff currently provides public safety services to the unincorporated Boral Roofing LLC Site. After the annexation, the City will provide police services. The immediate adjacency to the City boundaries, in addition to half the uses of Boral Roofing LLC actually being in the incorporated City, may already result in responses from the Rialto Police Department were a call placed today. Annexation will essentially formalize this service arrangement. The City's Area 1 Command covers the Boral parcel within the City's boundary. It is assumed this Command would be expanded to serve the entire Boral Roofing LLC production site with no service impacts. A search of crimemapper.com did not reveal any crimes at or adjacent to the Boral Roofing LLC Site during the June 2014 to December 2014 period.

As no change of use at the site is anticipated and minimal police service is required, no impacts are anticipated for police services.

Library

The City does not operate its own library system, but instead the San Bernardino County Free Library system offers these services. The San Bernardino County Free Library system receives a share of the general property tax levy to fund these services. Annexation will have no impact on the service provider, nor the City.

Development Services

The County provides community development services including land use planning, building and safety, and code enforcement. Upon annexation, the City would provide these services. One-time costs associated with this annexation, and with the proposed development of the 17,155 SF building would be incurred by the City's Development Services Department. However, one-time fees are expected to offset portions of these costs. No ongoing, recurring service impacts are expected to be associated with the annexation, therefore no costs are included.

Parks and Recreation

The County provides for a regional park system, and the City operates local parks and recreation programs. While employees at the Boral Roofing LLC Site may choose to recreate at any public park, annexation is not expected to impact parks services in any way.

Animal Control

Currently, the County Animal Care and Control provides services the Boral Roofing LLC Site. The City contracts with the County for these services within City boundaries. As the land use is not residential, no impacts are anticipated, and no adjustment to the contract for services with the County will be needed.

Public Works

Street Lighting and Traffic Signals

The County is responsible for street lighting and traffic signals on local streets within the unincorporated area. However, the Boral Roofing LLC Site does not have direct access to a public road at this time.

Upon annexation, the City will assume responsibility for street lighting and traffic signals. Some of this maintenance is funded through the General Fund, but costs are also offset by the City's Street Light Maintenance District Number 1 ("SLD 1"), which was formed pursuant to the Landscaping and Lighting Act of 1972 as codified in the Streets and Highways Code. According to the 2014-15 Engineer's Annual Levy Report, most costs associated with SLD 1 are for annual maintenance, operations, and servicing of street lighting. The Boral Roofing LLC pays an annual fee as a part of the SLD 1 for the parcel already within the City. The 2014-15 SLD 1 fee for that parcel was $73.45 according to County property tax records. Assessments are established annually, based on anticipated costs, and assigned based on the benefit received as determined byt the City Council when the SLD 1 was formed. Assessments are calculated using two factors, a land benefit factor (charged on all property), and a development factor (charged only if the property is developed). In 2014-15, the non-residential land benefit factor is $8.18 per acre, and the development factor is $52.09 per acre. At 19.31 acres, the Boral Roofing LLC Site would be assessed $1,164 in 2014-15 if it were within the City boundary.

Landscape Maintenance

The County is responsible for maintaining landscaping in public right of ways in the unincorporated area, however, the Boral Roofing LLC Site does not border a public right of way or otherwise landscaped area. Upon annexation, any public landscaping related to the site would become the responsibility of the City, though annexation the Boral Roofing LLC Site will have no effect upon this duty. Please note, however, that some SLD-1 funds are used for citywide street tree maintenance according to the City's Adopted Budget.

Roads and Transportation

Local roads are serviced by the Public Works Department. At this time, there is no direct access to the Boral Roofing LLC Site through a public right of way, only through the adjacent Boral parcel which is located on Riverside Avenue. Annexation will not impact the City's service of Riverside Avenue.

Water

Annexation will not directly impact water provision to the Boral Roofing LLC Site, which is currently within the service boundary of the San Bernardino Valley Water District for water sourcing and importation, and the West Valley Water District for retail service. Annexation alone in not expected to impact water demand, though if plans proceed to expand the manufacturing operations at the site, the demand for water may increase. All improvements necessary to extend water lines as a result of the proposed expansion would be performed on-site by the developer or property owner at their expense. Existing water resources are anticipated to be satisfactory to accommodate increase in demand.

Sewer

The Boral Roofing LLC Site currently utilizes a septic system for wastewater disposal, and is not serviced by a municipal sewer system. The City's Sewer Master Plan does identify the greater Lytle Creek Ranch as an opportunity area for future expansion of sewer service. This effort is largely driven by the significant development proposed for the Lytle Creek Ranch in the future, and not this single parcel annexation. Implementation of sewer service in the future may be tied to a number of finance mechanisms including assessments, which Boral Roofing LLC may be party to at that time. No service impacts will result from annexation.

Flood Control and Drainage

The San Bernardino County Flood Control District services the entire county as the local and regional flood control and drainage facilities provider. The County Flood Control District is responsible for flood protection on major streams, water conservation, and storm drain construction. The City and the County act as co-permittees in the National Pollutant Discharge Elimination System ("NPDES") permit program for the Santa Ana River Watershed. In accordance City policy, the site owner will need to impose erosion control and stormwater pollution prevention plans during any construction. No services impacts will result from annexation.

Vector Control

Vector Control is provided by San Bernardino Vector Control both in Rialto and in the unincorporated area where the Boral Roofing LLC Site is located. A parcel assessment of $10.26 was levied in 2014-15 on each parcel according to County property tax records. The annexation will not impact service.

Other Utilities

No change in service providers for other utilities is anticipated following annexation. Any additional service required due to the expansion of manufacturing activities will be funded by the developer or property owner as needed. No service impacts are associated with the annexation.

Service	Pre-Annexation	Post Annexation
Cable/Internet/Telephone	AT&T	AT&T; Time Warner; Exide
Electricity	Southern California Edison	Southern California Edison
Natural Gas	The Gas Company	The Gas Company
Waste Hauling	Burrtec	Burrtec

CONCLUSIONS

Based on the size, scope, and location of the Subject Site, no recurring costs to the City are expected following annexation. The City will incur annual revenues related to property taxes and utility taxes, in sufficient amounts to offset any occasional service demands that may occur from time to time.

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, DETERMINING THE AMOUNT OF PROPERTY TAX REVENUES TO BE EXCHANGED BETWEEN AND AMONG SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE, COUNTY SERVICE AREA 70, WEST VALLEY WATER DISTRICT, COUNTY OF SAN BERNARDINO AND THE CITY OF RIALTO RESULTING FROM THE JURISDICTIONAL CHANGE DESCRIBED BY LAFCO NO. 3191.

WHEREAS, Section 99 of the Revenue and Taxation Code, prior to the issuance of a Certificate of Filing by the Local Agency Formation Commission Executive Order, the governing bodies of all local agencies whose service responsibilities will be altered by change of organization shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies; and

WHEREAS, except as provided in Section 99.1 of the Revenue and Taxation Code, in the event that a jurisdictional change would affect the service area or service responsibility of one or more special districts, the Board of Supervisors shall, on behalf of all special districts, negotiate any exchange of property tax revenues; and

WHEREAS, the Board of Supervisors of the County of San Bernardino and the West Valley Water District have determined the amount of property tax revenues to be exchanged as a result of the following jurisdictional change:

LOCAL AGENCY FORMATION COMMISSION NO. 3191 – REORGANIZATION TO INCLUDE ANNEXATIONS TO THE CITY OF RIALTO AND THE WEST VALLEY WATER DISTRICT AND DETACHMENTS FROM SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT, ITS VALLEY SERVICE ZONE AND COUNTY SERVICE AREAS 70 (BORAL ROOFING LLC); and

WHEREAS, on October 6, 2015, the County of San Bernardino Board of Supervisors conducted a duly noticed public hearing, as required by law, and approved the tax revenues to be exchanged as a result of Local Agency Formation Commission No. 3191; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Rialto hereby finds, determines, and resolves as follows:

SECTION 1. The negotiated exchange of property tax revenue between the City of Rialto, the West Valley Water District, San Bernardino County Fire Protection District, its Valley Service Zone, and the County of San Bernardino attached hereto as Exhibit "A" and incorporated herein by reference, resulting from the above described jurisdictional change(s), is approved and accepted..

SECTION 2. The annual tax increment generated in the area subject to the jurisdictional change and attributable to the local agencies whose service area or service responsibilities will be altered by the proposed jurisdictional change shall be allocated in future years pursuant to the provisions of Section 98 of the Revenue and Taxation Code.

SECTION 3. . Boral Roofing shall be subject to the following local taxes in the City of Rialto: 1) Utility User Tax; and 2) Public Employees Retirement Tax currently set at a rate of "0".

SECTION 4. The Mayor shall sign the passage and adoption of this resolution and thereupon the same shall take effect and be in force.

PASSED, APPROVED AND ADOPTED this 13th day of October, 2015.

_____

DEBORAH ROBERTSON, MAYOR

ATTEST:

_____

BARBARA MCGEE, CITY CLERK

APPROVED AS TO FORM:

_____

FRED GALANTE, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, BARBARA MCGEE, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No. _____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the _____ day of _____, 2015.

Upon motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____

BARBARA MCGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-720	Version:	1	Name:	TAB 11
Type:	Resolution			Status:	Agenda Ready
File created:	9/28/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve a Construction Reimbursement Agreement for Laurel/Walnut/Locust Improvements by and between the City of Rialto and Lewis-Hillwood Rialto LLC and Reallocate Funding from the Demolition and Remediation Category to the Infrastructure Category in the Airport Escrow Budget. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A FINAL Laurel, Locust and Walnut Construction Agreement 9.18.pdf Exhibit B Budget for Locust.Walnut.Laurel Improvements				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael Story, City Administrator

FROM: Robb R. Steel, Assistant CA/Development Services Director

Request City Council to Approve a Construction Reimbursement Agreement for Laurel/Walnut/Locust Improvements by and between the City of Rialto and Lewis-Hillwood Rialto LLC and Reallocate Funding from the Demolition and Remediation Category to the Infrastructure Category in the Airport Escrow Budget.
(ACTION)

BACKGROUND:

On September 25, 2015, the City Council approved the Second Amended and Restated Contract of Sale (the “LHR Agreement”) with Lewis Hillwood Rialto LLC (LHR). Section 6.05 (Infrastructure) of the LHR Agreement allocated $9 million from the $30 million Airport Escrow Account for public improvements to be constructed in accordance with the Entitlements. The LHR Agreement allowed LHR to notify the City of its preferences regarding the allocation of the infrastructure fund, and the City retained the right to reasonably consider LHR’s request. In the event that the costs of relocation, demolition or remediation come in below budgets established for those specific components, then those funds shall also be allocated for infrastructure.

LHR requests that the City appropriate funding for public improvements on Laurel Avenue, Walnut Avenue, and Locust Avenue.

ANALYSIS/DISCUSSION:
Infrastructure Appropriations and Expenditures

The City Council has appropriated funds for infrastructure projects as shown in the table below. In addition, the Airport Escrow has expended funds for various projects not included within the funding appropriations. Through August 31, 2015 the total appropriations and expenditures are $8,283,000. The total budget for infrastructure established in Section 6.05 of the LHR Agreement is $9,000,000, thus a residual budget of $717,000.

Adding the proposed appropriations of $4,617,000 exceeds the infrastructure appropriation limit by approximately $3.9 million. Consequently, funding must be reallocated from either relocation ($12 million initial allocation) or demolition/remediation ($9 million initial allocation). Through August 31, 2015 the City has expended or encumbered approximately $2.3 million for demolition and remediation, leaving a balance of $6.7 million. Of this, perhaps $1 million should be reserved for future demolition and remediation expenses (PLL Policy, Self-Insured Retention for the PLL, and other potential expenses). The balance of $5.7 million is potentially available for the proposed infrastructure project.

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Infrastructure Appropriations/Expenditures for LHR Agreement
31-Aug-15

Project	City Council Approval	Funding
Miro Way Design Reimbursement Agt	May 27, 2014	($380,000
Locust/Linden'Laurel Design Reimb Agt	May 27, 2014	($462,000
Alder Avenue Improvements (Phase I/II)	May 12, 2015	($2,370,000
Miro Way Improvements	September 8, 2015	($5,552,000
(net out In-Lieu Fee Reimbursements)		$806,000
Other Infrastructure Expenditures (8/31/15)	Actuals	($325,000
Total All Appropriations/Expenditures		**($8,283,000)**
Locust/Laurel/Walnut	Proposed	($4,615,000
Total Proposed Appropriations/Expenditures		**($12,898,000)**
Initial Infrastructure Allocation per Section 6.5		$9,000,000
Funding Allocation Shortfall		**($3,898,000)**

Note: All numbers rounded to nearest thousand.

Proposed Construction Reimbursement Agreement

The proposed Construction Reimbursement Agreement is attached hereto as Exhibit A. Under the terms of the LHR Construction Agreement, LHR will bid, award contract(s), manage and construct in accordance with procedures established in the LHR Construction Agreement. The City will monitor the bidding process to ensure that the Project is competitively bid and the lowest responsible bidder (s) engaged. LHR will review, approve and submit all payment requests and invoices to the City for payment processing.

The City will reimburse LHR for the hard and soft construction costs incurred related to the construction of the Improvements, plus a construction management fee not to exceed 3% of hard construction costs, and a developer fee not to exceed 3% of the hard construction costs. The estimated cost of construction is summarized in the table below. The detailed cost breakdown is

attached hereto as Exhibit B.

Project Benefits

The proposed improvements complete essential infrastructure contemplated to service proposed large industrial development projects within the Renaissance Specific Plan area. Construction of Walnut Avenue and Laurel Avenue is necessary to support the development of Niagara and Medline, as well as the existing and proposed developments that are or will be located on Walnut and Laurel Avenues. The Locust improvements support DCT and Medline, and provide an alternative access to the 210 Freeway and north Rialto.

Economic Development Committee Recommendation

On September 23, 2015, the Economic Development Committee recommended that this report and recommendation be forwarded to the City Council for consideration.

ENVIRONMENTAL IMPACT:

The construction of the proposed improvements have been analyzed as part of the Program environmental Impact Report for the Renaissance Specific Plan and Addendums for the Medline and Niagara projects.

On November 8, 2010, the City certified the Environmental Impact Report for the Renaissance Specific Plan and on November 10, 2010, filed the Notice of Determination for the environmental Impact Report.

Approval of the Construction Reimbursement Agreement is an administrative or fiscal action by the legislative body and will not result in any additional direct or indirect physical change in the environment than what was already analyzed (Section 15378(b) of the California Environmental Quality Act Guidelines).

GENERAL PLAN CONSISTENCY:

The City of Rialto has identified several goals and objectives within the City's General Plan through which the City looks to improve the community.

Goal 3-1: Strengthen and diversify the economic base and employment opportunities and maintain a positive business environment.

Goal 3-6: Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

Goal 3-7: Upgrade public infrastructure as an inducement to promote private investment.

LEGAL REVIEW:

The City Attorney reviewed and approved the staff report and Construction Reimbursement Agreement.

FINANCIAL IMPACT:

The proposed budget adjustments are illustrated in the table below. The Demolition/Remediation Budget decreases by $4 million, and the Infrastructure Budget increases by $4 million.

Airport Escrow Account Budget ($30M)

Budget Category	Section	Original Budget	Budget Activity thru 8/31/15 Actual Expenses	Est Encumbrances	Total Obligated	Budget Balance	Proposed Budget Adjustments	Revised Budget
Relocation	6.02	12,000,000	(9,300,000)	(2,700,000)	(12,000,000)	-	-	12,000,000
Demolition/Remediation	6.03/6.04	9,000,000	(322,000)	(2,000,000)	(2,322,000)	6,678,000	(4,000,000)	5,000,000
Infrastructure	6.05	9,000,000	(876,000)	(7,408,000)	(8,284,000)	716,000	4,000,000	13,000,000
Totals		**30,000,000**	**(10,498,000)**	**(12,108,000)**	**(22,606,000)**	**7,394,000**	**-**	**30,000,000**

RECOMMENDATION:

Staff recommends that the City Council approve the Construction Reimbursement Agreement for the Laurel/Walnut/Locust Improvements and reallocate $4,000,000 from the Demolition and Remediation Budget to the Infrastructure Budget within the Airport Escrow Fund.

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CONSTRUCTION REIMBURSEMENT AGREEMENT
(LAUREL, WALNUT, AND LOCUST IMPROVEMENTS)

This **CONSTRUCTION REIMBURSEMENT AGREEMENT** ("**Agreement**") is made and entered into as of _____, 2015 (the "**Effective Date**"), by and between the **CITY OF RIALTO**, a municipal corporation ("**City**"), and **LEWIS-HILLWOOD RIALTO COMPANY, LLC**, a Delaware limited liability company ("**Developer"**).

R E C I T A L S

A. Developer and the City are parties to that certain Second Amended and Restated Contract of Sale for Areas B, C, and D, dated September 25, 2012 (the "**BCD Agreement**"), pursuant to which the City granted to Developer an option to purchase all or a portion of certain real property that comprises or formerly comprised the Rialto Municipal Airport (the "**Airport**") on the terms and conditions set forth therein. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in the BCD Agreement.

B. Pursuant to the BCD Agreement, Developer purchased approximately 23.9 acres of unimproved real property from the City, and combined it with Developer's separately owned unimproved property; the entirety of which is bounded by Miro Way to the south, Alder Avenue to the west, the recently vacated Laurel Avenue to the east, and Walnut Avenue to the north, in the City of Rialto, County of San Bernardino, State of California, which is collectively identified on the map attached hereto as **Exhibit D** and referred to herein as the "**Niagara Development Parcel**."

C. Developer has completed the transfer of the Niagara Development Parcel to Miro Way Properties, LLC, a Delaware limited liability company ("**Niagara**").

D. Niagara received entitlements and/or permits for the construction of a 596,749 square foot bottling facility and off-site public improvements which are more particularly described within the Conditions of Approval for Precise Plan of Design 2363 ("PPD 2363") **(**the "**Niagara Project**").

E. The Conditions of Approval for PPD 2363 require Niagara to construct certain off-site public improvements to Laurel Avenue and Walnut Avenue prior to a Certificate of Occupancy being issued for the Niagara Project. These improvements include the widening and construction of a portion of Laurel Avenue and Walnut Avenue, both public streets within the City (including sidewalks and street lights on the east side of Laurel Avenue and south side of Walnut Avenue, respectively); and, construction of certain dry utility improvements in Laurel Avenue and Walnut Avenue. Collectively these improvements may be referred to herein as the "**Niagara Public Improvements**."

F. Developer purchased approximately 55.2 acres of unimproved real property from the City, bounded by Miro Way to the south, Locust Avenue to the east, Laurel Avenue to the west, and the DCT project to the north, in the City of Rialto, County of San Bernardino, State of California,

which is collectively identified on the map attached hereto as **Exhibit E** and referred to herein as the "**Medline Development Parcel**."

G. Developer completed the transfer of the Medline Development Parcel to Medline Industries, Inc., an Illinois corporation ("**Medline**").

H. Medline received entitlements and/or permits for the construction of improvements on the Medline Development Parcel, including a 1,070,320 square foot distribution warehouse and off-site public improvements which are more particularly described within the Conditions of Approval for Precise Plan of Design 2365 ("PPD 2365") **(**the "**Medline Project**").

I. The Conditions of Approval for PPD 2365 also require Medline to construct certain off-site public improvements within Laurel Avenue and Locust Avenue prior to a Certificate of Occupancy being issued for the Medline Project. These improvements include the widening and construction of a portion of Laurel Avenue and Locust Avenue, both public streets within the City (including sidewalks and street lights on the east side of Laurel Avenue and the west side of Locust Avenue, respectively); construction of a new water line for Fontana Water Company in Locust Avenue; construction of interim detention basins for flood control purposes on the east side of Locust Avenue; and, construction of certain dry utility improvements in Laurel Avenue and Locust Avenue. These improvements may collectively be referred to herein as the "**Medline Public Improvements**."

J. The City and Developer desire for the Developer to construct, and the City to pay contractors directly or reimburse the Developer for the cost of constructing certain improvements to Laurel Avenue, Walnut Avenue, and Locust Avenue ("**Project Improvements**"), which are required to be constructed for the Niagara Project and the Medline Project, pursuant to the terms, conditions, requirements and procedures set forth herein.

K. The City and Developer intend that this Agreement shall contain all of rights, requirements and obligations of Developer and the City with regards to the Project Improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1.0 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Construction Manager" means the construction manager or general contractor, as applicable that is hired by Developer to oversee construction of the Project. Construction Manager shall not perform actual construction work, but shall enter into contracts for construction of the Project. The contracts for the Project Improvements shall only be awarded after competitive bidding in accordance with the City's requirements, attached hereto as **Exhibit B**. Developer's contract with the Construction Manager shall be in the manner of a "cost plus" construction contract. The Construction Manager's fee shall equal three percent (3%) of the actual Hard Costs (as such term is defined below) of constructing the applicable public improvements.

"Developer Fee" as used herein shall mean the fee paid to Developer for construction oversight and administration in connection with the construction of the Project Improvements,

which shall equal three percent (3%) of the actual Hard Costs of constructing the Project Improvements.

"Hard Costs" as used herein shall mean and include the hard or direct costs of construction, but shall exclude any Soft Costs (as such, term is defined below) and further excludes any internal administrative salaries or overhead costs of the Developer or contractor performing the work in question.

"Project" as used herein means the completion by Developer of the construction of the Project Improvements in accordance with this Agreement.

"Project Improvements" as used herein means the public improvements described in **Exhibit A** attached hereto and incorporated herein by this reference.

"Project Improvements Budget" as used herein means the public improvements budget described in **Exhibit C** attached hereto and incorporated herein by this reference.

"Soft Costs" mean and include soft, indirect or design costs of construction, including professional services, general contractor fees, development and construction management fees (i.e. the Construction Manager or Developer Fee), In order for Soft Costs to be reimbursable to Developer pursuant to this Agreement, City must be able to verify that such Soft Costs are specifically attributable to the specified Project Improvement(s) for which reimbursement is being made, by reference to separate subcontract(s) or by another means approved by the City Administrator.

2.0 Design.

The Project Improvements will be designed and plan checked through the City by a licensed third party possessed of sufficient skill, qualifications, experience, expertise and capability to perform its obligations hereunder, who shall maintain adequate personnel, manpower, capital, equipment and facilities to perform its obligations hereunder, and holds any and all licenses, certificates, authorizations and registrations required to permit it to perform its obligations hereunder.

3.0 Bidding and Award.

3.1 Developer or Construction Manager shall competitively bid and award construction contracts with contractors for the Project Improvements in accordance with City's requirements, attached hereto as **Exhibit B** and incorporated herein by reference. Alternately, subcontractors may be pre-qualified in accordance with Public Contract Code Section 20101.

3.2 Prior to soliciting or awarding the bid for any portion of the Project Improvements, Developer or Construction Manager shall submit the bid packet and a set of construction drawings signed by Developer or Construction Manager or another authorized representative designated by Developer or the Construction Manager for the work being bid to the City Engineer/Public Works Director of City for review and approval which approval shall be granted or denied within fifteen (15) calendar days after submission of such bid packet. If the City Engineer/Public Works Director denies approval of such bid packet and construction drawings, the City Engineer/Public Works Director shall specify the reasons for such disapproval and Developer

or Construction Manager shall resubmit a revised bid packet for review and approval until such approval is obtained.

3.3 Developer shall provide the City Engineer/Public Works Director with copies of all bids received from subcontractors and a bid summary in a form approved by the Public Works Director to assure that Construction Manager adheres to the applicable legal requirements for public works projects. Developer or Construction Manager shall enter into a construction contract with each contractor selected to perform work on the Project Improvements (after competitive bidding as set forth above), (each, a "**Construction Contract**") for the performance of the work set forth in the selected subcontractor's bid, and the terms of each Construction Contract entered into by Developer or Construction Manager and each contractor/subcontractor shall be reasonably acceptable to City Administrator. Developer shall submit to City a copy of each executed Construction Contract for the Project Improvements, within fifteen (15) days after execution thereof.

3.4 City finds that given the need to complete construction of the Project Improvements within a specified period, full compliance with the otherwise applicable requirements of the Public Contracts Code for the selection of certain construction related professional services would be unavailing, would not produce an advantage for City, and would thus be undesirable, impractical, and cause undue delay, therefore, as authorized by Graydon v. Pasadena Redevelopment Agency et al. (1980) 104 Cal. App. 3rd 631 and the cases cited therein, City hereby approves the following companies to perform professional construction related services because of their existing or prior working knowledge of the Project, their years of experience in the field, and other qualifications:

(a) Thienes Engineering, Inc. or KEC Engineers	General Civil Engineering Services Construction Advisory and Information Services Preparation of Bid Package(s) and Specifications
(b) TJW Engineering	Traffic Signal Design Service/Traffic Control Planning
(c) Southern California Geotechnical Services Leighton Consulting, Inc.	Soil Testing and Compaction
(d) MGTL/Leighton/ LOR/RMA	Concrete Testing Services
(e) SB&O, Thienes Engineering, Inc., or TT&G	Construction Staking and Surveying
(f) KEC Engineers, Developer or Lewis Operating Corp.	Construction Manager

3.5 City finds that given the need to complete the construction of the Project Improvements within a specified period, the Developer or City must acquire and pre-order certain construction materials for the Project prior to the award of a Construction Contract. The

procurement of certain specialized construction materials is necessary for materials that require significant lead time to manufacture and deliver. Therefore, to insure the timely completion of the Project, City hereby approves the Developer soliciting bids to procure the following construction materials for the Project:

(a) Traffic Signal Poles

The Developer shall provide documentation to the City demonstrating a good faith effort to obtain competitive bids for the construction materials and shall recommend award of a purchase order to the City. The City Public Works Director will review and accept or reject the bid documentation within five (5) business days after submittal. If accepted, the City will authorize purchase of the materials and reimburse the Developer in accordance with the terms of Section 5 of this agreement.

3.6 The Project Improvements Budget, including an engineer's cost estimate, is attached hereto as **Exhibit C** and incorporated herein by this reference. The Project Improvements Budget includes the following cost elements:

(a) the Hard Costs of construction, including (1) labor and material with unit costs and quantities as applicable, (2) material inspection and testing fees, (3) construction surveying and staking, (4) temporary services, (5) general conditions and mobilization, and (6) a construction contingency reserve.

(b) the Soft Costs of construction, including (1) City permit and inspection fees, (2) labor, material and performance bonds, (3) design costs, (4) Construction Management Fees, and (5) Developer Fees.

Any changes to the Project Improvements Budget after the Effective Date, which exceed the amount appropriated or the amount the City Administrator may be authorized to approve shall be submitted to the City Council for its review and approval. Nothing in the Agreement is to be considered a guarantee that the City Administrator or City Council, as applicable, shall be required to approve a change in the Project Improvements Budget.

4.0 Construction of the Project Improvements. Developer shall construct the Project Improvements in accordance with the City's requirements, attached hereto as **Exhibit B** and incorporated herein by reference.

4.1 Pre-approval of Plans and Specifications. Developer is prohibited from commencing work on any portion of the Project Improvements until all plans and specifications for the Project Improvements (the "**Plans and Specifications**") have been submitted to and approved by the City Administrator, Public Works Director, City Engineer, or their designee, any of which may act individually on behalf of the City ("**Approved by the City**" or "**City Approval**"). City Approval shall not relieve Developer from ensuring that all Project Improvements conform to all other requirements and standards set forth in this Agreement.

4.2 Permits and Notices. Prior to commencing any work, Developer (through its contractors) shall, at its sole cost and expense, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Project Improvements and performance of Developer's obligations under this Agreement. Developer (through its contractors) shall conduct the work in full compliance with the regulations, rules, and other

requirements contained in this Agreement, any applicable law, and any permit or license issued to Developer.

4.3 Public Works Requirements. Developer shall ensure that the construction of the Project Improvements is undertaken as if such Project Improvements were constructed under the direction and authority of City. Thus, without limitation, Developer shall comply with the requirements in **Exhibit B** with respect to the construction of the Project Improvements.

(a) Developer will obtain bids for the construction of the Project Improvements in a manner which has been approved by the City. The contract or contracts for the construction of the Project Improvements will be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Project Improvements.

(b) Developer shall require that its General Contractor for the construction of the Project Improvements pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise Approved by the City.

(c) All contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Project Improvements which they will construct in conformance with Section 7.0 of this Agreement.

4.4 Compliance with Plans and Specifications. The Project Improvements shall be completed in accordance with the Plans and Specifications as Approved by City.

4.5 Alterations to Improvements. All work shall be done and the Project Improvements completed as shown on the Plans and Specifications, and any subsequent alterations thereto mutually agreed upon by City and Developer. If Developer desires to make any alterations to the Plans and Specifications, it shall provide written notice to City of such proposed alterations. City shall have ten (10) business days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned or delayed. If City fails to provide written notice to Developer of its approval or disapproval of the alterations within such ten (10) business day period, City will be deemed to have disapproved such alterations to the Plans and Specifications. Any and all alterations in the Plans and Specifications and the Project Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

4.6 Standard of Performance. Developer and its contractors shall perform all work required, constructing the Project Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

5.0 Reimbursement for Project Improvements. City shall pay the cost of constructing the Project Improvements in accordance with this Agreement. Disbursements shall be made in accordance with Sections 5.2, 5.3.1, *et seq.*, and 5.3.2, *et seq*., of this Agreement. Within fifteen (15) days after the later of (1) the Effective Date of this Agreement or (2) the Effective Date of the Escrow Instructions establishing the Escrow Account**,** City shall deposit into an Escrow Account the amount of **Four Million Six Hundred Sixteen Thousand Five Hundred Thirty Four Dollars ($4,616,534),** the amount appropriated by the City and deemed necessary to complete the construction of the Project Improvements in accordance with the budget attached hereto **Exhibit C** ("**PI Amount**"). The PI Amount shall include the Developer Fee and Construction Manager's Fee payable in accordance with this Agreement.

5.1 Escrow Agreement. Disbursements from the Escrow Account shall be governed by the terms of an Agreement between City, Developer, and Escrow Holder reasonably acceptable to City and Developer (the "**PI Escrow Agreement**"), which PI Escrow Agreement shall (1) impose a fiduciary duty on Escrow Holder in favor of Developer and City, (2) provide that the PI Amount deposited into the Escrow Account by City shall be maintained in a separate, interest bearing account and shall be invested for the benefit of City in low risk, secure investments, (3) provide that City shall have discretion to direct the investment of the PI Amount, provided that such investments are sufficiently liquid to allow for timely disbursements as contemplated by this Agreement, (4) provide that all interest on the PI Amount in the Escrow Account shall accrue to the benefit of City, (5) provide that disbursements of the PI Amount from the Escrow Account shall require the prior written authorization of City, signed by both the City Administrator and Director of Public Works or Director of Development Services (counterpart signatures are acceptable), which authorization shall be granted or denied in accordance with the terms of this Agreement (specifically including satisfaction by Developer or written waiver by City of the requirements of Section 5.2 and of all applicable Conditions Precedent set forth in Section 5.3 below), and (6) provide that all moneys in the Escrow Account shall remain the property of City until disbursed in accordance with the terms of this Agreement and the Escrow Agreement, and shall not be accessible by Developer or creditors of Developer prior to such disbursement; provided, however, that City shall not take any actions which would impair the ability of City to authorize disbursements from the Escrow Account (including, without limitation, pledging or assigning its interest in the PI Amount for security purposes). All fees, costs, and other expenses incurred in connection with the Escrow Account shall be paid by City.

5.2 Disbursements for the Project Improvements. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that it is not their intent that Developer advance funds to pay for the construction of any of the Project Improvements and that the entire Hard Costs and Soft Costs of the Project Improvements be advanced and funded by City through the Escrow Account. Accordingly, prior to the commencement of construction of the Project Improvements, and during such construction, Developer shall prepare and submit to City a request for reimbursement (an "**PI Funding Request**") not more frequently than monthly (unless approved by the City) with respect to the Project Improvements, which PI Funding Request shall contain a reasonably detailed accounting of the Hard Costs and Soft Costs actually incurred to date and since the last PI Funding Request and a projection of the Hard Costs and Soft Costs anticipated to be incurred by Developer in the next thirty (30) days (the "**Projected Costs**") for the Project Improvements. Within ten (10) business days following City's receipt of a complete PI Funding Request, including all appropriate back-up documentation reasonably requested by City, and subject

to satisfaction of all applicable Conditions Precedent set forth in Section 5.3, City shall either inform Developer of objections to the PI Funding Request or direct the Escrow Holder to disburse the Projected Costs shown in the PI Funding Request to Developer. Within three (3) business days of the approval of any PI Funding Request, Escrow Holder shall disburse the amount so requested to Developer. Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations to complete the Project Improvements is expressly contingent upon City's compliance with its funding obligations under this Agreement and Developer shall have the right to suspend such construction to the extent City improperly withholds such funding, which suspension shall be deemed a Force Majeure for Developer and City shall be responsible for any increased costs resulting therefrom.

5.3 Conditions Precedent to Disbursements for Project Improvements.

5.3.1 Periodic Reimbursements. The City's obligation to provide the initial and each and every PI Funding Request for Projected Costs pursuant to Section 5.0 is conditioned upon the prior satisfaction by Developer or written waiver by City of each of the following Conditions Precedent set forth in this Section 5.3.1 within the times designated below:

(a) No Default. Developer shall not be in Default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

(b) Submission of Bills/Invoices. Developer shall have made full and complete payment of all undisputed claims for work performed on the Project Improvements, or in the event of a dispute between Developer and the general contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice and Developer shall have submitted and City shall have approved the final PI Funding Request, including copies of all bills and/or invoices evidencing the Hard Costs and Soft Costs of constructing the Project Improvements actually incurred by Developer.

5.3.2 Final Reimbursement. The City's obligation to provide the final funding of Projected Costs pursuant to a PI Funding Request and Section 5.0 is conditioned upon the prior satisfaction by Developer or written waiver by City of each of the following Conditions Precedent set forth in this Section 5.3.2 within the times designated below:

(a) No Default. Developer shall not be in Default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects

(b) Completion of Construction. Developer shall have completed the construction of the Project Improvements, notices of completion shall have been recorded in relation to the Project Improvements in accordance with California Civil Code Sections 3093 and/or 8182 (as applicable), and 35 days shall have elapsed since the recordation of such notices of completion. The purposes of this provision are to ensure that the Project Improvements will be independently functional and to maintain consistency with vesting rights, and nothing herein shall be deemed to make any part of the Project other than the Project Improvements a public work.

(c) Submission of Bills/Invoices. Developer shall have made full and complete payment of all undisputed claims for work performed on the Project Improvements, or in the event of a dispute between Developer and the general contractor or a subcontractor, Developer shall have obtained a commercially reasonable bond reasonably satisfactory to City to release any applicable mechanics' lien or stop notice and Developer shall have submitted and City shall have approved the final PI Funding Request, including copies of all bills and/or invoices evidencing the Hard Costs and Soft Costs of constructing the Project Improvements actually incurred by Developer.

(d) As-Built Drawings. Developer shall have submitted two (2) sets of final as-built drawings for the Project Improvements to the City Public Works Director.

(e) Acceptance of Project Improvements by City. City, through the City Council, shall have accepted title to the Project Improvements and Developer shall have provided the maintenance guarantees and landscaping requirements reasonably required by City. The City agrees it will not unreasonably withhold or condition its acceptance of title to the Project Improvements. City will accept the Project Improvements in phases and release the final reimbursement based on the phase that has been accepted by the City. Phasing of the Project Improvements shall be determined in the reasonable discretion of the City.

6.0 Indemnification. Developer agrees to indemnify, defend and hold the City and their officers, employees, agents, representatives, and assigns ("**Indemnitees**") harmless from and against any and all losses, claims, demands, actions, or causes of action, of any nature whatsoever, arising out of or in any way connected with the performance under this Agreement with respect to the Project Improvements, including costs of suit and reasonable attorneys' fees. In the event the Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding in any way involving such losses, claims, demands, actions, or causes of action, Developer shall provide a defense to the Indemnitees, including reasonable attorneys' fees and expert witness fees, incurred in defense of such claim. In addition, Developer shall promptly pay any final judgment or portion thereof rendered against the City Indemnitees.

7.0 Insurance. Developer shall procure and maintain and shall cause its contractors to take out and maintain, until the completion of construction of the Project Improvements, all of the policies of insurance described herein. Upon request by the City, Developer shall provide certificates of such insurance or such other evidence that Developer maintains such required policies of insurance as may reasonably be requested by City.

7.1 Types; Amounts. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("**Required Insurance**"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

7.1.1 General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than One-Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage.

7.1.2 Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

7.1.3 Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

7.1.4 Professional Liability. For any consultant or other professional who will engineer or design the Project Improvements, liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000) per occurrence shall be procured for a period of not less than one (1) year following completion of the Project Improvements. Such insurance shall be endorsed to include contractual liability.

7.2 Deductibles. Any deductibles or self-insured retentions in excess of $50,000 must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

7.3 Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name City as an additional insured with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, or agents.

7.4 Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against City in connection with any damage or harm covered by such policy.

7.5 Certificates; Verification. Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City before work pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7.6 Term; Cancellation Notice. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the

Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to City.

7.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

8.0 City Officers and Employees. No officer or employee of the City shall be personally liable to Developer or any successors in interest in the event of any default or breach by the City or for any amount that may become due to Developer or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of Developer shall be personally liable to the City or any successor(s) in interest in the event of any default or breach by Developer or for any amount that may become due to the City or their successors in interest or for breach of any obligation of the terms of this Agreement.

9.0 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally, communicated by fax or electronic mail, or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery, fax or email receipt, or forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City: City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Administrator
Tel: (909) 820-2689
Fax: (909) 820-2527

Copy to Fred Galante, Esq.
Aleshire & Wynder, LLP
18881 Von Karman Avenue, Tower 17, Suite 1700,
Irvine, CA 92612
Tel: (949) 250-5410
Fax: (949) 223-1180
Email: fgalante@awattorneys.com

To Developer: Lewis-Hillwood Rialto Company, LLC
c/o Lewis Operating Corp.
1156 N. Mountain Ave
Upland, CA 91786
Attn: Bryan Goodman
Phone No.: 909-946-7537
Email: bryan.goodman@lewisop.com

Copy to: Lewis Operating Corp.
1156 N. Mountain Ave

Upland, CA 91786
Attn: W. Bradford Francke
Phone No. 909-946-7538
Fax: 909-949-6725
Email: brad.francke@lewisop.com

10.0 Assignment of Agreement. The parties hereto may not assign their obligations hereunder to any assignee without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Assignment may be made only to an assignee willing, financially capable and competent to carry out the assignor's obligations.

11.0 Authority for Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

12.0 General Provisions.

(a) Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

(b) The parties to this Agreement do not rely upon any warranty or representation not contained in this Agreement. Notwithstanding the foregoing, the City represents and warrants that it is authorized to proceed with this Agreement and has obligated the funding required for the Developer to construct the Project Improvements. The Developer represents and warrants that it is authorized to proceed with the Project Improvements pursuant to the terms of this Agreement.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

(d) Any failure or delay by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies provided for herein.

(e) This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by the parties.

13.0 Force Majeure. Developer agrees that the time within which it shall be required to perform any act under this Agreement shall not be extended except as follows: (i) the Developer is delayed by the City (including, without limitation, restrictions on priority, initiative or referendum, or moratoria), in which case Developer shall provide written notice to the City specifically describing the nature and extent of the delay caused by the City and Developer's detailed efforts to avoid such delay, which references this Section and deliver such notice within twenty (20) days of discovering such delay, and Developer's obligations shall be extended for such time as the City deems reasonable as a result of the delay if and only if Developer provides such written notice to the City within such time; or (ii) the Developer is delayed due to war, insurrection, strikes, lock-

outs, riots, floods, earthquakes, fires, casualties, natural disasters, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, processing with any governmental agencies, unusually severe weather, or any other similar causes beyond the control of Developer or without the fault of Developer. An extension of time for any such cause shall be for the period of the enforced delay equal to the number of days during which Developer's performance was delayed and shall commence to run from the time of the commencement of the cause, if written notice by Developer claiming such extension is sent to the City within twenty (20) days of knowledge of the commencement of the cause.

14.0 Severability. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

15.0 Authority of Signatories. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF RIALTO,
a California municipal corporation

_____
Deborah Robertson, Mayor

ATTEST:

_____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

_____
Fred Galante, Esq., City Attorney

DEVELOPER:

LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company

By: LEWIS-RIALTO COMPANY, LLC,
a Delaware limited liability company
Its Managing Member

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

By: _____
Printed Name: _____
Title: _____

Date: _____

By: HGI CA INVESTORS, L.P.,
a California limited partnership
A Member

By: HGI GP, LLC,
a Texas limited liability company
its General Partner

By: _____
Printed Name: _____
Title: _____

Date: _____

EXHIBIT A

PROJECT IMPROVEMENTS

1. Construction of public roadway improvements within the right-of-way of Laurel Avenue, Walnut Avenue, and Locust Avenue. The improvements shall be consistent with the plans and specifications prepared by Thienes Engineering, Inc. and approved by the City. In the case of Locust Avenue, the street improvements shall only consist of those certain improvements which are not eligible for the Regional Traffic Fee (i.e. street lights and sidewalks).

2. Construction of a new water main in Locust Avenue from Miro Way to Renaissance Parkway in accordance with the plans and specifications prepared by Fontana Water Company.

3. Construction of any dry utility improvements in Laurel Avenue, Walnut Avenue, and Locust Avenue, required by the utility company or deemed necessary by the City and Developer.

4. Construction of any interim storm drain basins required on the east side of Locust Avenue as part of the construction of Locust Avenue as approved by the City of Rialto.

EXHIBIT B

BIDDING AND CONTRACT REQUIREMENTS FOR PUBLIC IMPROVEMENTS

Bidding Phase

A. Bidding Documents. Unless otherwise noted, the bidding documents shall conform to the following minimum requirements and shall be submitted to City for its prior written approval before release for bid. City shall review and approve, conditionally approve, or disapprove the bidding documents within five (5) days after receipt:

1. Unless impractical due to the nature of the Public Improvements, the bid proposal shall be unit priced rather than lump sum or time and materials.

2. It is recommended that the bidding documents require the bidder/contractor to provide the following bonds:

   a. Bid Bond - 10% of the amount of the bid.

3. The bidding documents shall require the successful bidder to provide evidence of comprehensive public liability insurance in the amount of at least $2,000,000 prior to the award of the contract.

4. The bidding documents shall provide for monthly progress payments to the contractor (with respect to the Project Improvements).

5. The contractor shall be required to pay prevailing wages pursuant to Section 2.7 of this Agreement.

6. The bidding documents must clearly state the time, date, and place where bids are to be submitted and opened.

7. The bidding documents shall clearly state the amount of time to complete the work. The time allowed must be reasonable for the amount of work. Accelerated construction time allowances must be supplementally bid, and are not eligible for public finance unless previously approved by the City's Public Works Director.

8. The bid documents must require the contractor to provide 100% faithful performance and 100% labor/materials bonds.

9. Developer shall keep a bidders list with e-mail addresses, and addenda should be sent via email to ensure quick receipt

10. Conditioned bids shall not be accepted.

B. Developer may pre-qualify bidders in accordance with California Public Contract Code Section 20101, by requiring all persons interested in bidding on any portion of the Public Improvements to submit current financial statements and a pre-qualification questionnaire in a form approved by City, and by scoring each submission based on reasonable, objective criteria reasonably acceptable to City. Developer must implement an appeals procedure for responding to disputes in compliance with California Public Contract Code Section 20101(d). If Developer elects to pre-qualify bidders, only those bidders who have submitted complete pre-qualification packets and obtained the minimum required score based on the objective rating system adopted by Developer (and approved by City) shall be permitted to bid on any portion of the construction work for the Public Improvements.

C. Developer shall keep a log of all persons obtaining pre-qualification questionnaires and/or bidding documents and all persons who submit pre-qualification questionnaires and/or bids and their mailing addresses.

D. Addenda shall be mailed by first class mail (or submitted by confirmed electronic transmission) to all bidding document holders and the City's Public Works Director at the same time. The last addendum shall be issued no later than three (3) Business Days prior to the date of opening bids.

E. Submitted bids shall be in sealed envelopes.

F. Bids shall not be accepted after the stated time for submission.

G. Bid opening shall be conducted by Developer at Developer's place of business or other site mutually acceptable to Developer and City's Public Works Director.

H. Sealed bids shall be opened and read aloud immediately following the submission time. The City's Public Works Director shall be invited to attend the bid opening.

I. Conditioned bids, unless the bid proposal lists them for all to bid on, shall not be accepted.

J. The arithmetic of the lowest bid proposals received shall immediately be checked for errors.

K. All bids received shall be provided to the City's Public Works Director. The City's Public Works Director may, in his or her reasonable discretion, reject any and all bids that he or she determines to be nonresponsive.

L. Award shall be made to the lowest responsible qualified bidder within five (5) Business Days after the bid opening. No fewer than three (3) bids must be received for each Construction Contract to be awarded.

M. A preconstruction meeting shall be held with the contractor prior to beginning the work. A City representative shall be invited to attend the meeting.

N. The Notice to Proceed shall be issued within a reasonable period of time following the contract execution.

Construction Phase

A. The City's Public Works Director shall be provided a copy of the construction schedule.

B. Developer shall require the contractor to conduct weekly construction status meetings to which the City's Public Works Director shall be invited.

C. Any additional costs incurred for the benefit of Developer, such as accelerating the construction schedule, shall not be eligible for reimbursement unless previously approved by the City's Public Works Director.

D. Any additional construction costs incurred due solely to unexcused delays caused by Developer shall not be eligible for reimbursement under this Agreement.

E. All contracts and construction related records shall be available to City as and when required for the final determination of eligible costs for reimbursement.

F. Developer must file a Notice of Completion within thirty (30) days of City's approval of the Public Improvements (determining substantial completion).

G. Developer must comply with all applicable requirements of the Public Contract Code with regard to stop notices and liens filed.

H. Developer shall make prompt payment to all contractors and subcontractors.

I. Amounts reflected in any stop notice filed against Developer or City shall be withheld from progress payments to contractors/subcontractors.

J. All public improvements constructed by Developer are subject to inspection by or on behalf of the City Engineer. Construction shall be scheduled to allow for periodic inspection by the City Engineer or his designee. The Developer's contractor will be required to provide adequate quality assurance and quality control measures to ensure all public improvements are constructed in accordance with the Standard Specifications for Public Works Construction or Caltrans Standard Specifications, as appropriate for the work to be constructed.

General

Any deviation from these rules must be approved by either the City Administrator, Public Works Director, or City Engineer or their designee.

EXHIBIT C

PROJECT IMPROVEMENTS BUDGET

LAUREL/WALNUT AVENUE & LOCUST AVENUE
SUMMARY OF COSTS*

ITEM NO.	ITEM DESCRIPTION	TOTAL
1	LAUREL AVENUE STREET IMPROVEMENTS	$290,039.08
2	WALNUT AVENUE STREET IMPROVEMENTS	$680,640.51
3	LOCUST AVENUE SIDEWALK/STREET LIGHTS	$187,410.34
4	LOCUST AVENUE STORM DRAIN IMPROVEMENTS	$249,114.83
5	LOCUST AVENUE WATER IMPROVEMENTS	$879,120.00
6	LAUREL/WALNUT AVENUE DRY UTILITY IMPROVEMENTS	$842,133.04
7	LOCUST AVENUE DRY UTILITY IMPROVEMENTS	$1,468,076.53
* Amounts subject to change based on reconciliation of final costs.	**GRAND TOTAL**	**$4,616,534**

LAUREL AVENUE - STREET IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
	GENERAL				
1	MOBILIZATION / DEMOBILIZATION	1	LS	$10,617.77	$10,618
2	TRAFFIC CONTROL	1	LS	$10,000.00	$10,000
3	CONSTRUCTION/TECHNICAL SUPPORT	1	LS	$25,000.00	$25,000
4	EROSION CONTROL	1	LS	$1,706.49	$1,706
5	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	1	LS	$5,000.00	$5,000
	EARTHWORK/DEMOLITION				
6	DEMOLITION - EXISTING A.C. PAVEMENT	50	SF	$1.00	$50
7	DEMOLITION - GRUB EXISTING TREES/VEGETATION	1	LS	$500.00	$500
8	DEMOLITION - EXISTING FENCE	700	LS	$5.00	$3,500
9	ROADWAY GRADING	32,640	SF	$0.60	$19,584
	ROADWAY				
10	SAWCUT PAVEMENT	80	LF	$5.00	$400
11	GRIND, OVERLAY AND JOIN EXISTING A.C. PAVEMENT	200	SF	$2.00	$400
12	CONSTRUCT 5.5" A.C. PAVEMENT	20,400	SF	$2.20	$44,880
13	CONSTRUCT 7" AGG. BASE	20,400	SF	$1.75	$35,700
14	CONSTRUCT 8" CURB & GUTTER	550	LF	$18.50	$10,175
15	CONSTRUCT 6' WIDE CONCRETE SIDEWALK	3,480	SF	$4.50	$15,660
16	CONSTRUCT CONCRETE COMMERCIAL DRIVEWAY	1	EA	$5,500.00	$5,500
17	INSTALL LOCAL DEPRESSION	1	EA	$1,500.00	$1,500
18	ADJUST EXISTING MANHOLE TO GRADE	2	EA	$1,200.00	$2,400
	SIGNING AND STRIPING				
19	INSTALL STREET STRIPING / CURB PAINTING	1,400	LF	$4.00	$5,600
20	SIGNING	2	EA	$300.00	$600
	STREET LIGHTS				
21	INSTALL STREET LIGHT	2	EA	$4,000.00	$8,000
22	INSTALL STREET LIGHT CONDUIT	680	LF	$15.00	$10,200
23	INSTALL STREET LIGHT PULL BOX	2	EA	$500.00	$1,000
24	INSTALL STREET LIGHT PEDESTAL - ELECT. CONNECTION	1	EA	$5,000.00	$5,000
25	SOILS & MATERIALS TESTING		1.50%		$3,345
26	CONSTRUCTION STAKING		3.00%		$5,963
		SUB TOTAL			$232,281
		CONTINGENCY (10%)			$23,228
27	OFFSITE IMPROVEMENT PERMIT / INSPECTION - $5208 + 3% OF VAL. > 100K				$9,873
28	CONSTRUCTION ADMINISTRATION		3.00%		$7,857
29	DEVELOPER FEE		3.00%		$7,857
30	BONDS		1.00%		$2,555
31	CONSTRUCTION WATER, POWER, REPROGRAPHICS, ETC		2.50%		$6,388
		TOTAL STREET IMPROVEMENTS			$290,039

WALNUT AVENUE - STREET IMPROVEMENTS					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
GENERAL					
1	MOBILIZATION / DEMOBILIZATION	1	LS	$18,172.17	$18,172
2	TRAFFIC CONTROL	1	LS	$0.00	$0
3	CONSTRUCTION/TECHNICAL SUPPORT	1	LS	$25,000.00	$25,000
4	EROSION CONTROL	1	LS	$3,301.42	$3,301
5	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	1	LS	$5,000.00	$5,000
EARTHWORK/DEMOLITION					
6	DEMOLITION - EXISTING STREET SIGN	1	EA	$150.00	$150
7	DEMOLITION - GRUB EXISTING TREES/VEGETATION	1	LS	$500.00	$500
8	ROADWAY GRADING	54,600	SF	$0.60	$38,760
ROADWAY					
9	SAWCUT PAVEMENT	125	LF	$5.00	$625
10	GRIND, OVERLAY AND JOIN EXISTING A.C. PAVEMENT	625	SF	$2.00	$1,250
11	CONSTRUCT 5.5" A.C. PAVEMENT	40,380	SF	$2.20	$88,836
12	CONSTRUCT 7" AGG. BASE	40,380	SF	$1.75	$70,665
13	CONSTRUCT 8" CURB & GUTTER	1,256	LF	$18.50	$23,236
14	CONSTRUCT 6' WIDE CONCRETE SIDEWALK	7,200	SF	$4.50	$32,400
15	CONSTRUCT CONCRETE COMMERCIAL DRIVEWAY	1	EA	$5,500.00	$5,500
16	INSTALL HANDICAMP RAMP	2	EA	$1,750.00	$3,500
17	INSTALL LOCAL DEPRESSION	1	EA	$1,500.00	$1,500
18	ADJUST OR RELOCATE EXISTING WATER METER	1	EA	$1,500.00	$1,500
19	ADJUST EXISTING VALVE TO GRADE	4	EA	$350.00	$1,400
20	ADJUST EXISTING MANHOLE TO GRADE	1	EA	$1,200.00	$1,200
SIGNING AND STRIPING					
21	INSTALL STREET STRIPING / CURB PAINTING	3,880	LF	$4.00	$15,520
22	SIGNING	2	EA	$300.00	$600
STREET LIGHTS					
23	INSTALL STREET LIGHT	4	EA	$4,000.00	$16,000
24	INSTALL STREET LIGHT CONDUIT	1,300	LF	$15.00	$19,500
25	INSTALL STREET LIGHT PULL BOX	5	EA	$500.00	$2,500
26	INSTALL STREET LIGHT PEDESTAL - ELECT. CONNECTION	1	EA	$5,000.00	$5,000
TRAFFIC SIGNAL					
27	RELOCATE EXISTING TRAFFIC SIGNAL STANDARD	2	EA	$75,000.00	$150,000
28	SOILS & MATERIALS TESTING		1.50%		$5,724
29	CONSTRUCTION STAKING		3.00%		$10,158
			SUB TOTAL		$547,498
			CONTINGENCY (10%)		$54,750
30	OFFSITE IMPROVEMENT PERMIT / INSPECTION - $5208 + 3% OF VAL. > 100K				$20,275
31	CONSTRUCTION ADMINISTRATION		3.00%		$18,519
32	DEVELOPER FEE		3.00%		$18,519
33	BONDS		1.00%		$6,022
34	CONSTRUCTION WATER, POWER; REPROGRAPHICS, ETC.		2.50%		$15,056
			TOTAL STREET IMPROVEMENTS		$680,641

LOCUST AVENUE - SIDEWALK/STREET LIGHT IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
GENERAL					
1	MOBILIZATION / DEMOBILIZATION	1	LS	$6,901.46	$6,901
2	TRAFFIC CONTROL	0	LS	$0.00	$0
3	CONSTRUCTION/TECHNICAL SUPPORT	1	LS	$25,000.00	$25,000
4	EROSION CONTROL	1	LS	$1,069.60	$1,070
5	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS	1	LS	$5,000.00	$5,000
ROADWAY					
6	CONSTRUCT 5' WIDE CONCRETE SIDEWALK	9,000	SF	$4.50	$40,500
STREET LIGHTS					
7	INSTALL STREET LIGHT	7	EA	$4,000.00	$28,000
8	INSTALL STREET LIGHT CONDUIT	1,964	LF	$15.00	$29,460
9	INSTALL STREET LIGHT PULL BOX	8	EA	$500.00	$4,000
10	INSTALL STREET LIGHT PEDESTAL - ELECT. CONNECTION	1	EA	$5,000.00	$5,000
11	SOILS & MATERIALS TESTING		1.50%		$2,174
12	CONSTRUCTION STAKING		3.00%		$2,354
		SUB TOTAL			$149,459
		CONTINGENCY (10%)			$14,946
13	OFFSITE IMPROVEMENT PERMIT / INSPECTION - $5208 + 3% OF VAL. > 100K				$7,140
14	CONSTRUCTION ADMINISTRATION		3.00%		$5,055
15	DEVELOPER FEE		3.00%		$5,055
16	BONDS		1.00%		$1,644
17	CONSTRUCTION WATER, POWER; REPROGRAPHICS, ETC.		2.50%		$4,110
		TOTAL STREET IMPROVEMENTS			$187,410

LOCUST AVENUE - STORM DRAIN IMPROVEMENTS
(BETWEEN MIRO WAY & RENAISSANCE PARKWAY)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
GENERAL					
1	MOBILIZATION / DEMOBILIZATION	1	LS	$14,000.00	$14,000.00
2	EROSION CONTROL	1	LS	$1,750.00	$1,750.00
STORM DRAIN					
3	TEMPORARY STORM DRAIN BASINS	1	LS	$175,000.00	$175,000.00
4	SOILS & MATERIALS TESTING		1.50%		$2,835.00
5	CONSTRUCTION STAKING		3.00%		$5,670.00
		SUB TOTAL			$199,255
		CONTINGENCY (10%)			$19,926
6	OFFSITE IMPROVEMENT PERMIT / INSPECTION - $5208 + 3% OF VAL. > 100K				$8,783
7	CONSTRUCTION ADMINISTRATION		3.00%		$6,740
8	DEVELOPER FEE		3.00%		$6,740
9	BONDS		1.00%		$2,192
10	CONSTRUCTION WATER, POWER; REPROGRAPHICS, ETC.		2.50%		$5,480
		TOTAL STORM DRAIN IMPROVEMENTS			$249,115

LOCUST AVENUE - WATER IMPROVEMENTS
(BETWEEN MIRO WAY & RENAISSANCE PARKWAY)

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
WATER					
1	16" WATER MAIN	3,500	LF	$180.00	$630,000.00
2	6" PUBLIC FIRE HYDRANTS	16	EA	$8,300.00	$132,800.00
3	10" PRIVATE FIRE SERVICE CONNECTION	1	EA	$32,400.00	$32,400.00
4	2" LANDSCAPE SERVICE W/1.5" METER	1	EA	$4,000.00	$4,000.00
			SUB TOTAL		$799,200
			CONTINGENCY (10%)		$79,920
			TOTAL WATER IMPROVEMENTS		**$879,120**

LAUREL/WALNUT AVENUE - DRY UTILITY IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
GENERAL					
1	MOBILIZATION / DEMOBILIZATION	1	LS	$31,030.00	$31,030.00
2	EROSION CONTROL	1	LS	$6,206.00	$6,206.00
EDISON 12KV					
3	FURNISH AND INSTALL ELEC. CONDUIT 5" DB100	12,900	LF	$6.00	$77,400.00
4	FURNISH AND INSTALL ELEC CONDUIT, 3" DB60	1,400	LF	$4.00	$5,600.00
5	FURNISH AND INSTALL ELEC HANDHOLE 17"x30" CONCRETE	8	EA	$450.00	$3,600.00
6	FURNISH AND INSTALL ELEC GAS SWITCH 7'x14'x11' w/MODULAR TOP	3	EA	$21,500.00	$64,500.00
7	FURNISH AND INSTALL ELEC VAULT 7'x14'x8'	0	EA	$14,500.00	$0.00
8	FURNISH AND INSTALL ELEC 48"X54" PAD w/ 17"X30" INV HH	2	EA	$1,500.00	$3,000.00
9	FURNISH AND INSTALL ELEC 66"X72" CAP PAD	1	EA	$2,500.00	$2,500.00
TELEPHONE					
10	FURNISH AND INSTALL CATV 3" CONDUIT; TYPE C	4,600	LF	$4.00	$19,200.00
11	FURNISH AND INSTALL CATV 3'X6'X4' PLASTIC VAULT	4	EA	$3,800.00	$15,200.00
CATV					
12	FURNISH AND INSTALL CATV 3" CONDUIT; TYPE C	8,100	LF	$4.00	$32,400.00
13	FURNISH AND INSTALL CATV 3'X5'X4' PLASTIC VAULT	7	EA	$3,800.00	$26,600.00
TRENCH					
14	TRENCH FOR MAINLINE JOINT (INCLUDING FULL ENCASEMENT)	2,600	LF	$30.00	$78,000.00
15	TRENCH FOR ELEC ONLY	300	LF	$10.00	$3,000.00
16	TRENCH FOR TELEPHONE ONLY	200	LF	$10.00	$2,000.00
17	TRENCH FOR CATV ONLY	200	LF	$10.00	$2,000.00
18	TRENCH FOR GAS ONLY	400	LF	$10.00	$4,000.00
UTILITY FEES					
19	SCE ADVANCE (DISCOUNT OPTION INCLUDES 35% CIAC TAX)	1	LS	$208,400.00	$208,400.00
20	TELEPHONE OVERHEAD RELOCATION (INCLUDES 28% TAX)	1	LS	$54,000.00	$54,000.00
21	GAS ADVANCE (INCLUDES 35% TAX NON-REF DISCOUNT OPTION)	1	LS	$36,000.00	$36,000.00
UTILITY REFUNDS					
22	TELEPHONE (TRENCH & STRUCTURE REIMBURSEMENT)	1	LS	($16,800.00)	($16,800.00)
23	SOILS & MATERIALS TESTING		1.50%		$9,309.00
24	CONSTRUCTION STAKING		3.00%		$18,618.00
			SUB TOTAL		$685,763
			CONTINGENCY (10%)		$68,576
25	CONSTRUCTION ADMINISTRATION		3.00%		$23,196
26	DEVELOPER FEE		3.00%		$23,196
27	BONDS		1.00%		$7,543
28	CONSTRUCTION WATER, POWER; REPROGRAPHICS, ETC.		2.50%		$18,858
29	DESIGN	1	LS	$15,000.00	$15,000
			TOTAL DRY UTILITY IMPROVEMENTS		**$842,133**

LOCUST AVENUE - DRY UTILITY IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
	GENERAL				
1	MOBILIZATION / DEMOBILIZATION	1	LS	$54,887.50	$54,887.50
2	EROSION CONTROL	1	LS	$10,977.50	$10,977.50
	EDISON 12KV				
3	FURNISH AND INSTALL ELEC. CONDUIT 5" DB100	22,600	LF	$6.00	$135,600.00
4	FURNISH AND INSTALL ELEC CONDUIT, 3" DB60	2,500	LF	$4.00	$10,000.00
5	FURNISH AND INSTALL ELEC CONDUIT, 1.5" DB60	0	LF	$2.00	$0.00
6	FURNISH AND INSTALL ELEC HANDHOLE 17"x30" CONCRETE	13	EA	$450.00	$5,850.00
7	FURNISH AND INSTALL ELEC GAS SWITCH 7'x14'x11' w/MODULAR TOP	5	EA	$21,500.00	$107,500.00
8	FURNISH AND INSTALL ELEC VAULT 7'x14'x8'	0	EA	$14,500.00	$0.00
9	FURNISH AND INSTALL ELEC 48"X54" PAD w/ 17"X30" INV HH	3	EA	$1,500.00	$4,500.00
10	FURNISH AND INSTALL ELEC 66"X72" CAP PAD	1	EA	$2,500.00	$2,500.00
	TELEPHONE				
11	FURNISH AND INSTALL TEL 4" CONDUIT; TYPE C	15,400	LF	$5.00	$77,000.00
12	FURNISH AND INSTALL TEL MANHOLE 12'x6'x7'	7	EA	$12,500.00	$87,500.00
	CATV				
13	FURNISH AND INSTALL CATV 3" CONDUIT; TYPE C	8,400	LF	$4.00	$33,600.00
14	FURNISH AND INSTALL CATV 3'X5'X4' PLASTIC VAULT	7	EA	$3,800.00	$26,600.00
	TRENCH				
15	TRENCH FOR MAINLINE JOINT (INCLUDING FULL ENCASEMENT)	4,600	LF	$30.00	$138,000.00
16	TRENCH FOR ELEC ONLY	450	LF	$10.00	$4,500.00
17	TRENCH FOR TELEPHONE ONLY	350	LF	$10.00	$3,500.00
18	TRENCH FOR CATV ONLY	350	LF	$10.00	$3,500.00
19	TRENCH FOR GAS ONLY	700	LF	$10.00	$7,000.00
	UTILITY FEES				
20	SCE ADVANCE (DISCOUNT OPTION INCLUDES 35% CIAC TAX)	1	LS	$363,000.00	$363,000.00
21	TELEPHONE OVERHEAD RELOCATION (INCLUDES 28% TAX)	1	LS	$54,000.00	$54,000.00
22	GAS ADVANCE (INCLUDES 35% TAX NON-REF DISCOUNT OPTION)	1	LS	$63,000.00	$63,000.00
	UTILITY REFUNDS				
23	TELEPHONE (TRENCH & STRUCTURE REIMBURSEMENT)	1	LS	($29,400.00)	($29,400.00)
24	SOILS & MATERIALS TESTING	1.50%			$16,466.25
25	CONSTRUCTION STAKING	3.00%			$32,932.50
		SUB TOTAL			$1,213,014
		CONTINGENCY (10%)			$121,301
26	CONSTRUCTION ADMINISTRATION	3.00%			$41,030
27	DEVELOPER FEE	3.00%			$41,030
28	BONDS	1.00%			$13,343
29	CONSTRUCTION WATER, POWER; REPROGRAPHICS, ETC.	2.50%			$33,358
30	DESIGN	1	LS	$25,000.00	$25,000
		TOTAL DRY UTILITY IMPROVEMENTS			$1,488,077

EXHIBIT D
NIAGARA DEVELOPMENT PARCEL

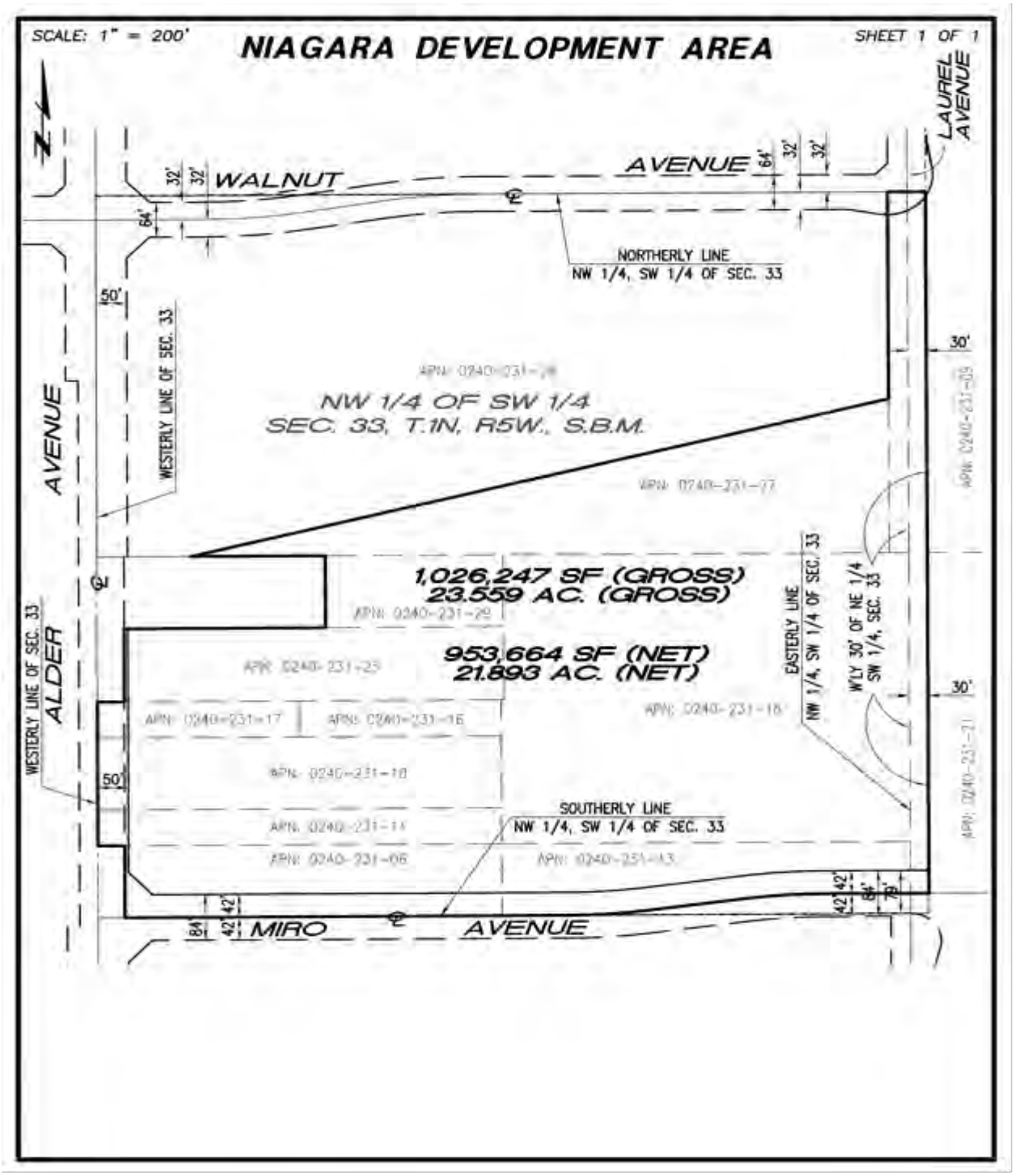

EXHIBIT E
MEDLINE DEVELOPMENT PARCEL

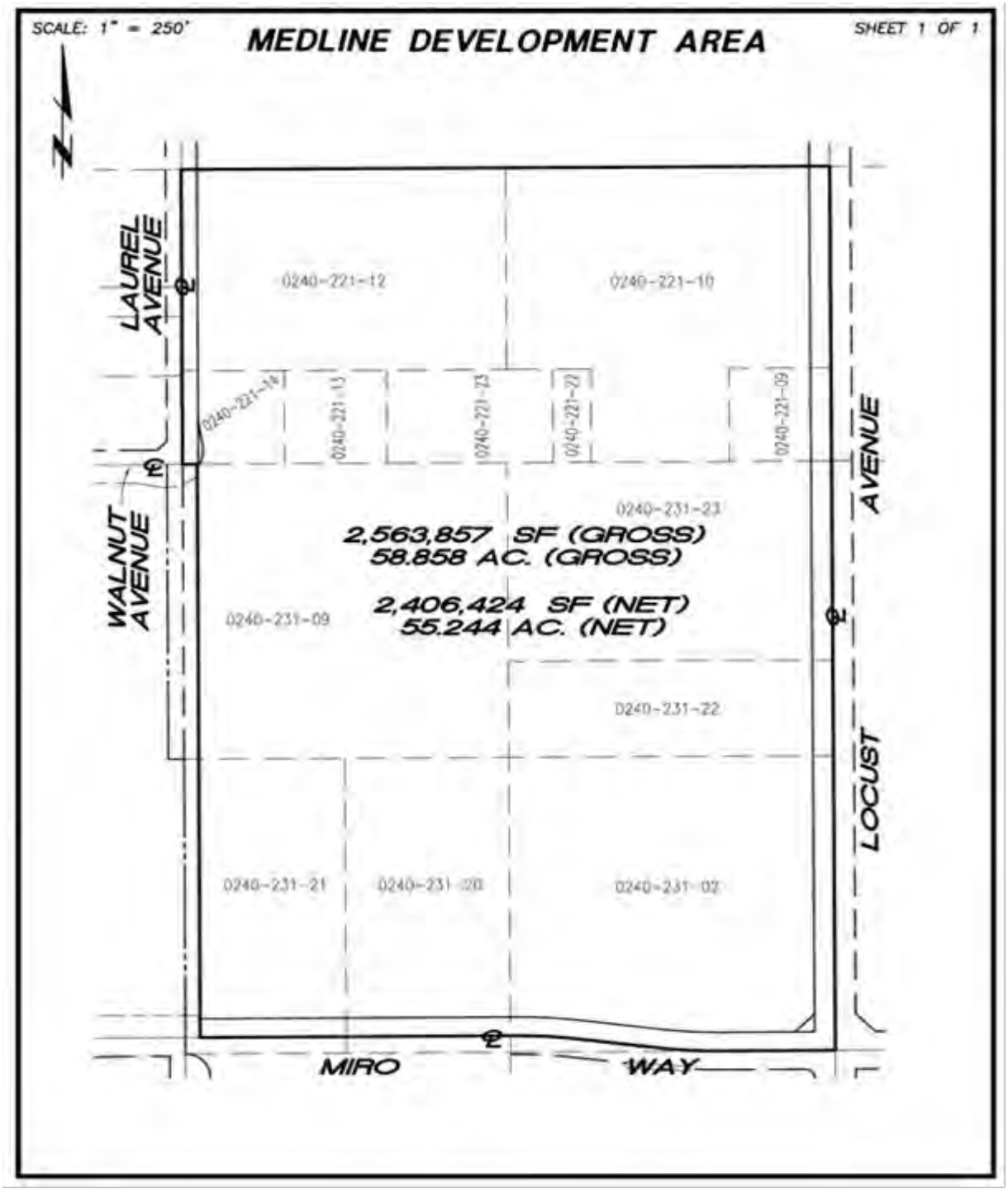

Exhibit B

Project Budget Summary
Locust/Laurel/Walnut Improvement Project

			Laurel	Walnut	Dry Laurel/ Walnut	Street Locust	Water Locust	Dry Utilities Locust	Total Project
Hard Construction Costs									
Demoliton			24,000	39,000	0	0	0	0	63,000
Dry Utilities			0	0	621,000	0	0	1,098,000	1,719,000
Protection and Restoration of Existing Improvements			5,000	5,000	0	5,000	0	0	15,000
Storm Drain			0	0	0	175,000	0	0	175,000
Street Improvements			123,000	248,000	0	41,000	0	0	412,000
Street Lights			24,000	43,000	0	66,000	0	0	133,000
Traffic Signal			0	150,000	0	0	0	0	150,000
Traffic Control			10,000	0	0	0	0	0	10,000
Water Lines			0	0	0	0	799,000	0	799,000
Sub-Total Construction Costs			**186,000**	**485,000**	**621,000**	**287,000**	**799,000**	**1,098,000**	**3,476,000**
Construction Engineering			25,000	25,000	0	25,000	0	0	75,000
Eropsion Control and SWPPP			2,000	3,000	6,000	3,000	0	11,000	25,000
Mobilization		lump sum	11,000	18,000	31,000	21,000	0	55,000	136,000
Soil Test/Compaction		allocated	3,000	6,000	9,000	5,000	0	16,000	39,000
Survey/Staking		allocated	6,000	10,000	19,000	8,000	0	33,000	76,000
Hard Cost Contingency	10.0%	of Construction Costs	23,000	55,000	69,000	35,000	80,000	121,000	383,000
Sub-Total Other Hard Construction Costs			**70,000**	**117,000**	**134,000**	**97,000**	**80,000**	**236,000**	**734,000**
Total Estimated Hard Costs (HCC)			**256,000**	**602,000**	**755,000**	**384,000**	**879,000**	**1,334,000**	**4,210,000**
Soft Construction Costs									
Bonds	1.0%	of Construction Costs	3,000	6,000	8,000	4,000	0	13,000	34,000
Construction Power/Reprographics	2.5%	of Construction Costs	6,000	15,000	19,000	10,000	0	33,000	83,000
Dry Utility Design	25,000		0	0	15,000	0	0	25,000	40,000
Plancheck/Permits/Inspections	400,000		10,000	20,000	0	16,000	0	0	46,000
Sub-Total Soft Construction Costs			**19,000**	**41,000**	**42,000**	**30,000**	**0**	**71,000**	**203,000**
Developer Fees									
CM Fee	3.0%	of HCC	8,000	18,000	23,000	12,000	0	40,000	101,000
Developer Fee	3.0%	of HCC	8,000	18,000	23,000	12,000	0	40,000	101,000
			16,000	**36,000**	**46,000**	**24,000**	**0**	**80,000**	**202,000**
Total Project Budget				**679,000**	**843,000**	**438,000**	**879,000**	**1,485,000**	**4,615,000**

Note: All numbers rounded to nearest thousands.

City of Rialto

Council Chambers
150 S. Palm Ave.
Rialto, CA 92376

Legislation Details (With Text)

File #:	15-701	Version:	1	Name:	TAB 12
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/22/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to (1) Award a Contract Materials Agreement to Parkhouse Tires, Inc. for Firestone Branded Tires in the Amount of $80,000, (2) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and (3) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for Fire Department Apparatus Tires and Related Products and Services. (ACTION)				
Sponsors:	Susanne Wilcox				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Bid Summary Attachment 2 - Chapter_2.47___LOCAL_BUSINESS_PREFERENCE Attachment 3 - Local Preference Analysis Attachment 4 - Contract Materials Agreement Firestone Tires				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Award a Contract Materials Agreement to Parkhouse Tires, Inc. for Firestone Branded Tires in the Amount of $80,000, (2) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and (3) Approve a Purchase Order Change Notice to Parkhouse Tires in the Not-to-Exceed Amount of $40,000 for Fire Department Apparatus Tires and Related Products and Services.

(ACTION)

BACKGROUND:

The City of Rialto Public Works Department maintains City facilities, parks, streets, fleet and utility systems. As maintenance work is scheduled, City staff obtains supplies and materials required for the work from various vendors. Generally in the Fleet Division, the stock of supplies is initially

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purchased from the respective vendors using an inventory account. As supplies are issued and used on fleet vehicles, the respective department expenditure accounts are charged and the inventory account is reduced as costs are incurred.

Among the supplies needed are vehicle tires. As part of ongoing maintenance efforts, the Fleet Division services an active fleet of 426 vehicles and purchases between 400 and 600 tires during a fiscal year. In addition to the City's fleet, the Fire Department is responsible for the maintenance of 36 firefighting apparatus and equipment as part of their rolling stock.

ANALYSIS/DISCUSSION:

The City's Purchasing Department released Request for Bids (RFB) #15-083 on June 10, 2015, and published the Notice Inviting Bids on June 13 and June 19, 2015, with the Daily Journal Corporation. The City also published the Notice Inviting Bids on the City of Rialto website and mailed the Notice to 20 known vendors, including 11 vendors located within the City. On July 9, 2015, the City received two (2) bids, a full bid summary is included as Attachment 1.

Rialto Municipal Code (RMC) 2.47 and Ordinance 1496, as approved by Council on December 13, 2011, describes the local purchasing preference and states that the "City Council, may apply a reduction of up to five percent (5%) of the amount of the original bid submitted by each qualified local business..." In such a circumstance, the objective is to ascertain whether the original bid of a qualified local business can become the low bid or "preference bid" among all bids submitted by reducing the original bid. In compliance with the Ordinance, this reduction would be for evaluation purposes only and would not be the contract price. A copy of the portion of the RMC establishing a local purchasing preference is included as Attachment 2.

Since one of the two bidders is a local company, a Local Purchasing Preference evaluation was done in addition to a traditional analysis. Due to one of the bidders not bidding on 15 of the 22 tire sizes requested or any of the additional services needed, a separate bid analysis was prepared evaluating the seven (7) tire sizes where both bidders submitted bids. The local preference bid analysis is included as Attachment 3 .

Although the Purchasing Ordinance has not been enforced due to potential inconsistencies with State Law, for analysis purposes, staff analyzed the bid prices submitted by the local business. Those bids were reduced by five percent (5%) to create a "preference bid" for evaluation purposes only. These "preference" prices were then compared to prices submitted by the non-local business to determine the low bidder.

As a result, even if the Local Purchasing Ordinance applied, the evaluation of the bids with the "preference" amounts would not alter the bid rankings as shown below.

Company	Location	Bid Amount
Parkhouse Tires	Fontana	$12,796.44
Petrolux (Local Purchasing Preference Bid)	Rialto	$15,454.03
Petrolux (Bid As Submitted)	Rialto	$16,267.40

Staff reviewed the bid and references. Staff determined that Parkhouse Tire, Inc., is a properly licensed and qualified bidder.

The proposed contract with Parkhouse is included as Attachment 4 .

ENVIRONMENTAL IMPACT:
Approval of the requested Purchase Orders is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
Authorizing Purchase Orders for vehicle tires complies with the following City of Rialto General Plan Goals and Policies:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and Contract Materials Agreement.

FINANCIAL IMPACT:
Staff recommends that City Council approve issuance of a Purchase Order in the Amount of $40,000 from Internal Service Fund Inventory Account No. 690-132-0000-0000 for City fleet and a separate Purchase Order in the Amount of $40,000 for Fire Department apparatus and equipment from Internal Service Fund Inventory Account No. 690-132-0000-0000.

Initial purchase of tires will be accounted for in an inventory account. The costs will be allocated to the respective departments as items are used, in the accounts as shown in Table 1 below. Sufficient budget is available in the respective accounts to charge the costs as incurred for City fleet vehicles for fiscal year 2015/2016.

Department	Account No.
City Administration	010-500-1148-2110
Business Licensing	010-500-2153-2110
Purchasing	010-500-2159-2110
City Clerk's Office	010-500-3150-2110
Rialto Network	010-500-3155-2110
Code Enforcement	010-500-4295-2110
Fire Department	010-500-5150-2110
Police Department	010-500-6150-2110
Public Works - Building Maintenance	010-500-7302-2110
Public Works - Park Maintenance	010-500-7304-2110
Public Works - Street Maintenance	010-500-7305-2110
Public Works - Traffic Safety	010-500-7308-2110
Building Services	710-500-4150-2110
Engineering	710-500-4265-2110

Table 1

RECOMMENDATION:

Staff recommends that the City Council:

- Award a Contract Materials Agreement to Parkhouse Tires, Inc. in the Not-to-Exceed Amount of $80,000.
- Approve the issuance of a Purchase Order Change Notice to Parkhouse Tires, Inc. in the not-to-exceed Amount of $40,000 for City fleet vehicle tires, related products and services.
- Approve the issuance of a Purchase Order Change Notice to Parkhouse Tires, Inc. the not-to-exceed Amount of $40,000 for Fire Department Apparatus tires, related products and services.

CITY OF RIALTO
ABSTRACT OF BIDS

Bid Number:	15-083
Bid Due Date:	7/9/15
Advertised:	6/13,6/19
Vendors Solicitated:	20
Rialto Vendors Solicitated:	11

VENDOR			PARKHOUSE TIRE, INC		PETROLUX CORPORATION	
PHONE			(909) 428-1415		(909) 877-5446	
LOCATION			FONTANA		RIALTO	
CONTACT			RUSS BYER		DHEERAJ SULAKHE	
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	ESTIMATED TOTAL	UNIT PRICING	ESTIMATED TOTAL
01-4.80-12	4.80-12 TRAILER TIRE	4	$33.64	$134.56	NO BID	NO BID
1.75-80-13	175-80-13 TRAILER TIRE	12	$55.72	$668.64	NO BID	NO BID
01-205-65-15	205-65-15 FIRESTONE FIREHAWKS	8	$70.44	$563.52	NO BID	NO BID
01-205-65-15	205-65-15	8	$70.44	$563.52	NO BID	NO BID
01-215-70-15	215-70-15	8	$85.57	$684.56	NO BID	NO BID
01-215-75-15	215-75-15	8	$84.55	$676.40	NO BID	NO BID
01-235-70-16	235-70-16 FIRESTONE DESTINATION LE	12	$103.24	$1,238.88	$128.34	$1,540.08
01-235-85-16	235-85-16 FIRESTONE TRANS FORCE	12	$112.41	$1,348.92	$139.80	$1,677.60
01-245-75-16	245-75-R16 FIRESTONE TRANSFORCE	12	$107.52	$1,290.24	$135.11	$1,621.32
01-215-60-17	215-60-17	12	$85.53	$1,026.36	NO BID	NO BID
01-235-55-17	235-55-17 FIRESTONE FIREHAWKS PURSUIT	20	$105.38	$2,107.60	$130.38	$2,607.60
01-235-60-17	235-60-17 PASSENGER TIRE	40	$78.29	$3,131.60	NO BID	NO BID
01-235-70-17	235-70-17 FIRESTONE DESTINATIONS	20	$98.80	$1,976.00	$135.74	$2,714.80
01-245-75-17	245-75-R17 FIRESTONE TRANSFORCE HT	20	$114.67	$2,293.40	$146.12	$2,922.40
01-265-70-17	265-70-17 FIRESTONE TRANSFORCE HT	20	$127.07	$2,541.40	$159.18	$3,183.60
01-275-60-17	275-60-17	20	$105.38	$2,107.60	NO BID	NO BID
01-225-70-R19.5	225-70-R19.5	40	$212.43	$8,497.20	NO BID	NO BID
N/A	205-75-R14 C MILESTAR/FREESTAR	4	$60.24	$240.96	NO BID	NO BID
N/A	225-75-R15-D NAN M/S, 108 TL H	5	$76.16	$380.80	NO BID	NO BID
N/A	11-R22.5 H BST R250ED SWP	4	$290.49	$1,161.96	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	6	$619.60	$3,717.60	NO BID	NO BID
N/A	225-70-R19.5 G CONT HSR	18	$212.43	$3,823.74	NO BID	NO BID

TIRES AND INSTALLATION INSTALLATION AT VENDOR'S FACILITY*						
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	TOTAL AMOUNT	UNIT PRICING	TOTAL AMOUNT
N/A	225/70R19.5 G	20	$239.43	$4,788.60	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB	4*	$841.44	$3,365.76	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	5*	$486.00	$2,430.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	25*	$651.60	$16,290.00	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*	$841.44	$16,828.80	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	20*	$486.00	$9,720.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	20*	$651.60	$13,032.00	NO BID	NO BID
N/A	22.5X12.25	20*	$512.80	$10,256.00	NO BID	NO BID
N/A	11R22.5 H MIC	20*	$514.00	$10,280.00	NO BID	NO BID
ESTIMATED GRAND TOTAL BID FOR TIRES AND INSTALLATION AT VENDOR'S FACILITY:				$86,991.16	NO BID	

TIRES AND INSTALLATION INSTALLATION AT CITY FACILITY						
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	TOTAL AMOUNT	UNIT PRICING	TOTAL AMOUNT
N/A	225/70R19.5 G	20	$245.99	$4,919.80	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	4*	$848.00	$3,392.00	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	5*	$492.56	$2,462.80	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	25*	$658.16	$16,454.00	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*	$848.00	$16,960.00	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	20*	$492.56	$9,851.20	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	20*	$658.16	$13,163.20	NO BID	NO BID
N/A	22.5X12.25	20*	$516.85	$10,337.00	NO BID	NO BID
N/A	11R22.5 H MIC	20*	$520.56	$10,411.20	NO BID	NO BID
ESTIMATED GRAND TOTAL BID FOR TIRES AND INSTALLATION AT CITY FACILITY:				$87,951.20	NO BID	

ROADSIDE SERVICE CHARGES CATEGORY 1 FOR SPORT UTILITY VEHICLES (SUV), PASSENGER VEHICLES OR LIGHT TRUCKS (1/2 TON TO 3/4 TON)			
A	ONSITE LABOR CHARGE	89.50 PER HOUR	NO BID
B	DISMOUNT/ MOUNT LABOR CHARGE	INC.	NO BID
C	FLAT REPAIRS LABOR	INC.	NO BID
D	PARTS CHARGES	NO BID	NO BID
E	VALVE STEM	$4.08	NO BID
F	FLAT REPAIR SUPPLIES	$6.50	NO BID
G	SHOP SUPPLIES CHARGES	NO BID	NO BID
H	TIRE DISPOSAL FEE	$5.00	NO BID
I	STATE RECYCLE FEES	$1.75	NO BID
J	FUEL SURCHARGE	$10.00	NO BID
K	ADDITIONAL CHARGE	NO BID	NO BID
	TOTAL PER CALL:	$116.83	NO BID

ROADSIDE SERVICE CHARGES CATEGORY 2 FOR AMBULANCES, DUMP BED TRUCKS OR MEDIUM TRUCKS (1 TON TO 1 1/2 TON)			
A	ONSITE LABOR CHARGE	89.50 PER HOUR	NO BID
B	DISMOUNT/ MOUNT LABOR CHARGE	INC.	NO BID
C	FLAT REPAIRS LABOR	INC.	NO BID
D	PARTS CHARGES	NO BID	NO BID
E	VALVE STEM	$4.08	NO BID
F	FLAT REPAIR SUPPLIES	$6.50	NO BID
G	SHOP SUPPLIES CHARGES	NO BID	NO BID
H	TIRE DISPOSAL FEE	$10.00	NO BID
I	STATE RECYCLE FEES	$1.75	NO BID
J	FUEL SURCHARGE	$10.00	NO BID
K	ADDITIONAL CHARGE	NO BID	NO BID
	TOTAL PER CALL:	$121.83	NO BID

ROADSIDE SERVICE CHARGES CATEGORY 3 FOR FIRE ENGINES AND APPARATUSES			
A	ONSITE LABOR CHARGE	$89.50 PER HOUR	NO BID
B	DISMOUNT/ MOUNT LABOR CHARGE	INC.	NO BID
C	FLAT REPAIRS LABOR	INC.	NO BID
D	PARTS CHARGES	NO BID	NO BID
E	VALVE STEM	$10.00	NO BID
F	FLAT REPAIR SUPPLIES	$6.50	NO BID
G	SHOP SUPPLIES CHARGES	NO BID	NO BID
H	TIRE DISPOSAL FEE	$10.00	NO BID
I	STATE RECYCLE FEES	$1.75	NO BID
J	FUEL SURCHARGE	$10.00	NO BID
K	ADDITIONAL CHARGE	NO BID	NO BID
	TOTAL PER CALL:	$127.75	NO BID

ROADSIDE SERVICE CHARGES CATEGORY 4 FOR OFF-ROAD EQUIPMENT (TRACTORS, BACKHOES, LOADEREES AND GRADERS)			
A	ONSITE LABOR CHARGE	95.00 PER HR, 2 HR MIN	NO BID
B	DISMOUNT/ MOUNT LABOR CHARGE	INC.	NO BID
C	FLAT REPAIRS LABOR	INC.	NO BID
D	PARTS CHARGES	$10.82 (O-RING)	NO BID
E	VALVE STEM	$12.00	NO BID
F	FLAT REPAIR SUPPLIES	$15.00	NO BID
G	SHOP SUPPLIES CHARGES	NO BID	NO BID
H	TIRE DISPOSAL FEE	$32.00	NO BID
I	STATE RECYCLE FEES	$1.75	NO BID
J	FUEL SURCHARGE	$10.00	NO BID
K	ADDITIONAL CHARGE	NO BID	NO BID
	TOTAL PER CALL:	NO BID	NO BID

Chapter 2.47 - LOCAL BUSINESS PREFERENCE

Sections:

2.47.010 - Legislative purpose.

The city council finds and declares that this chapter is enacted to achieve several purposes and for various reasons as follows:

A. The economy of the Inland Empire has experienced a greater downturn than most other areas in the state and the city of Rialto finds that expending its own funds and exercising its various powers will ameliorate the underlying adverse economic impacts of this downturn and will lead to the generation of improved economic dynamics within the city.

B. There are several circumstances that make it more difficult or expensive for local businesses to compete for city contracts such as the location and size of other businesses and lower labor and material costs of such other businesses.

C. The general welfare of the city of Rialto is furthered by policies, practices and procedures that assist businesses to remain and locate in the city and that foster the local economy by the creation and retention of employment opportunities, the promotion of commerce among all businesses in the city and the generation of tax revenues for the city.

(Ord. No. 1496, § 1, 12-13-11)

2.47.020 - Definitions.

For purposes of this chapter, the following terms, words and their derivations shall have the meaning defined herein:

"Bid" means an offer submitted by a business to enter into a contract with the city of Rialto for any project, purchase or service.

"Business" means any person, sole proprietorship, partnership, limited liability company or corporation engaged in an enterprise and seeking to enter into a contract with the city.

"City" means the city of Rialto, the redevelopment agency of the city of Rialto or the Rialto utility authority.

"City council" means the city council of the city of Rialto.

"Code" means the Rialto Municipal Code.

"Contract" means an agreement between the city and a business for any project, purchase or service for a price certain other than a contract to perform a public project as defined by Public Contract Code Section 20161.

"Original bid" means the amount of the bid actually submitted by a business.

"Preference bid" means the bid amount resulting from the reduction applied hereunder.

"Professional services" means services rendered by a person or entity having special expertise, knowledge or training which usually requires a license to provide such services.

"Public project" means a project defined in Public Contracts Code Section 20161.

"Purchasing manager" means the person designated by the city administrator pursuant to Section 2.48.030 hereof.

"Qualified local business" means a business which submits an application for a local business preference that satisfies the following criteria:

1. It has maintained an office, place of business or distribution point within the city for a period of one year preceding the date upon which a bid is required to be submitted to the city;
2. It has secured all licenses and permits necessary to conduct business in the city and it has paid all fees and taxes imposed by the city;
3. It consents, in writing, to a reduction of its original bid by a percentage determined by the city council and to enter into a contract with the city for the preference bid amount; and
4. It meets all other qualifications required to perform the contract for which its bid has been submitted.

(Ord. No. 1496, § 1, 12-13-11)

2.47.030 - Local business preference.

A. Notwithstanding any other provision of this code, the city council may apply a reduction of up to five percent of the amount of the original bid submitted by each qualified local business for any particular project, purchase or service for which the city has solicited bids to achieve a preference bid for each qualified local business provided that: (1) the value of the project, purchase or service exceeds fifteen thousand dollars based upon the average of all original bids submitted for a particular project, purchase or service, (2) such a reduction shall be applied where, at least, one qualified local businesses has submitted an original bid but it is not the low bid, (3) the percentage reduction to be applied shall be the smallest percentage necessary to transform an original bid of a qualified local business into a preferred bid that can become the low bid and (4) the same percentage reduction shall be applied to the original bid of each qualified local business. Thereafter, the preference bid of each qualified local business shall replace the original bid of each such qualified local business and used to rank all bids and determine the low bid for any particular project, purchase or service for which the city has solicited bids.

B. In determining whether to apply a reduction to the original bid of any qualified local business, the city council shall consider the city's need for each particular project, purchase or service, the city's requirements for same, the qualifications of all bidders and any other relevant matter provided that the city council shall not be required to apply any reduction.

(Ord. No. 1496, § 1, 12-13-11)

2.47.040 - Award of contracts.

A. The city council may utilize the preference bid of each qualified local business and the original bid of every other business in awarding a contract for any project, purchase or service which decision will supersede the provisions of Chapter 2.48 including the requirement to award the contract to the lowest responsible bidder. When the city council awards a contract to a qualified local business based upon its preference bid, the contract amount shall be the amount of the original bid of said qualified local business.

B. For projects, purchases or services under fifteen thousand dollars, the city administrator may direct the application of the provisions hereof in order to award a contract to a qualified local business based upon its preference bid provided its bid is the low bid among all bids submitted. Likewise, the contract amount shall be the amount of the original bid of the local qualified business to which the contract is awarded.

(Ord. No. 1496, § 1, 12-13-11)

2.47.050 - Exceptions.

The local business preference described in Section 2.47.030 hereof shall apply to all contracts awarded by the city except for the following contracts:

A. A contract for a public project or any other contract required to be awarded to the lowest responsible bidder by state or federal law;

B. A contract which if awarded pursuant to Section 2.47.040 hereof would be prohibited by state or federal law or regulation;

C. Contracts required as a result of an emergency where a delay in the performance of the contract would jeopardize the public health, safety or welfare of the residents of the city as determined by the city council;

D. Contracts where a significant function of city government would be seriously threatened if the contract were not entered into expeditiously as determined by the city council;

E. A contract which if awarded based upon application of the local business preference would result in the loss of state or federal funding.

(Ord. No. 1496, § 1, 12-13-11)

2.47.060 - Application requirements.

A. All notices inviting bids or requests for proposal issued by the city shall state that the city applies a local business preference and that qualified local businesses may submit an application for a local business preference together with its bid or proposal except for notices inviting bids for public projects as defined in Public Contract Code Section 20161.

B. Qualified local businesses may submit an application for a local business preference on the form prepared by the purchasing manager. The application shall require the business, or agent thereof, to submit the following information under penalty of perjury:

1. Its qualifying office, place of business or distribution point within the City and the time it has been located at such location;

2. The total number of its employees as of the date of the application with adequate proof as determined by the purchasing manager;

3. The number of employees that reside in the city and the time they have resided in the city with adequate proof as determined by the purchasing manager;

4. Its consent to permit the city to reduce its original bid pursuant to this chapter not to exceed five percent of its original bid; and

5. All such other information reasonably necessary for the purchasing manager to provide information to the city council in order to determine the applicability of this chapter to award a contract for any public project, purchase or service.

(Ord. No. 1496, § 1, 12-13-11)

2.47.070 - Penalties and remedies.

A. Any business or person that submits false information or conceals material information in order to become a qualified local business, or to obtain a reduction of its original bid, or to receive a contract based upon a preference bid is guilty of a misdemeanor.

B. Any business or person damaged by a false statement or concealment of material information by another business or person in violation of subsection A of this section shall have a private cause of action against such business or person. In any such action, the damaged party shall be entitled to treble damages and attorneys fees.

C. Any business or person that makes any false statement or conceals material information in order to become a qualified local business, or to obtain a reduction of its original bid, or to receive a contract based upon a preference shall be prohibited from submitting a bid for any city contract or receiving any contract from the city for a period of three years from the discovery of facts supporting same. For purposes of this section, the city council may, in its sole discretion, find that a business or person submitted false information or concealed material information in order to become a qualified local

business, or to obtain a reduction of its original bid, or to receive a contract based upon a preference bid; and such finding shall be final and binding on such business or person.

(Ord. No. 1496, § 1, 12-13-11)

			Bid Prices As Submitted				Local Business Preference 5%		
			Parkhouse		Petrolux		Petrolux		
Part	*Description*	*Est. Qty*	*Unit Pricing*	*Estimated Total*	*Unit Pricing*	*Estimated Total*	*5% Reduction Amount*	*"Preference Bid" Amount Unit Cost*	*"Preference Bid" Amount Estimated Total*
01-235-70-16	235-701-16 Firestone Destination LE	12	$ 103.24	$ 1,238.88	$ 128.34	$ 1,540.08	$ 6.42	$ 121.92	$ 1,463.08
01-235-85-16	235-85-16 Firestone Transforce	12	$ 112.41	$ 1,348.92	$ 139.80	$ 1,677.60	$ 6.99	$ 132.81	$ 1,593.72
01-245-75-16	245-75-R16 Firestone Transforce	12	$ 107.52	$ 1,290.24	$ 135.11	$ 1,621.32	$ 6.76	$ 128.35	$ 1,540.25
01-235-55-17	235-55-17 Firestone Firehawk Pursuit	20	$ 105.38	$ 2,107.60	$ 130.38	$ 2,607.60	$ 6.52	$ 123.86	$ 2,477.22
01-235-70-17	235-70-17 Firestone Firehawk Destinations	20	$ 98.80	$ 1,976.00	$ 135.74	$ 2,714.80	$ 6.79	$ 128.95	$ 2,579.06
01-245-75-17	245-75-R17 Firestone Transforce HT	20	$ 114.67	$ 2,293.40	$ 146.12	$ 2,922.40	$ 7.31	$ 138.81	$ 2,776.28
01-265-70-17	265-70-17 Firestone Transforce HT	20	$ 127.07	$ 2,541.40	$ 159.18	$ 3,183.60	$ 7.96	$ 151.22	$ 3,024.42
	Totals	**116**		**$ 12,796.44**		**$ 16,267.40**			**$ 15,454.03**

CITY OF RIALTO

CONTRACT MATERIALS AGREEMENT FOR FIRESTONE TIRES

THIS AGREEMENT (herein "Agreement") is made and entered into this 13th day of October, 2015, ("Effective Date") by and between the CITY OF RIALTO, a municipal corporation ("City") and PARKHOUSE TIRES, INC., a California ("Contractor").

RECITALS

WHEREAS, the City desires to purchase vehicle tires and related products for the purpose of maintaining vehicles and equipment; and

WHEREAS, Contractor was the successful lowest responsible bidder for the provision of Firestone branded tires and related products; and

NOW THEREFORE, the parties hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

Contractor agrees to provide Firestone branded tires and related products service as set forth in the "Scope of Work" attached hereto as **Exhibit "A"** and incorporated herein by reference ("Work"). Such Work is in response to the RFB No. (RFB No.15-083) issued by the City, which RFB is attached hereto as **Exhibit "B"** and incorporated herein by reference. Contractor represents and warrants that Contractor is a provider of first class work and materials and is experienced in delivering and/or performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow applicable professional standards required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Compliance With Law.

All Work rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of Work to be performed, (b) has carefully considered how the how the Work will be delivered and/or performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of work hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the

delivery of materials or performance hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City's Public Works Director/City Engineer or designated representative of the City, working in the Public Works Department.

1.4 Care of Work.

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

2. PAYMENT

2.1 Price Term.

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as **Exhibit "C"** and incorporated herein by this reference, but not exceeding the maximum contract amount of Eighty Thousand Dollars and Zero Cents ($80,000.00) ("Contract Sum").

In the event the City exercises any or all of the remaining four (4) options to extend the term of this contract by one additional year for each option, pursuant to Section 4 of the Agreement, the total compensation for the additional one (1) year period shall be equal to the compensation for the year prior to the extension plus any additional work added to the Agreement by mutual negotiation plus an increase equal to the prior year's compensation multiplied by the percentage upward change, if any, in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA (CPI)" for the most recent twelve (12) months for which statistics are available at the time that the City exercises its option to extend the Agreement.

2.2 Payment; Invoices.

Each month Contractor shall furnish to City an original invoice for all Work delivered and/or performed and expenses incurred during the preceding month in a form approved by City's Public Works Director/City Engineer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate Work performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

3. COORDINATION OF WORK

3.1 Representative of Contractor.

Brian Parkhouse is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the obligations specified herein and make all decisions in connection therewith.

3.2 Prohibition Against Subcontracting or Assignment.

Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.3 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, delivers or performs the Work required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall deliver and/or perform all Work required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4. TERM

This Agreement shall continue in full force and effect for nine (9) months or until June 30, 2015, from the Effective Date ("Term"), unless either: (i) the City provides thirty (30) days written notice to the Contractor of the cancellation of the Contract; (ii) the Contractor provides thirty (30) days written notice to the City of the cancellation of the Contract; or (iii) the Agreement is extended by mutual agreement in writing by the

parties four (4) additional one (1) year terms. Said notice shall be delivered prior to June 30 for each one (1) year extension (if granted)..

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

5.1.1 *Comprehensive General Liability Insurance.*

A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate. If the Contract Sum is greater than $25,000.00 but less than or equal to $100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of $1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of $500,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $500,000.00 per occurrence and $500,000.00 in the aggregate. If the Contract Sum is greater than $100,000.00, the policy of insurance shall be in an amount not less than $5,000,000.00 combined single limit.

5.1.2 *Worker's Compensation Insurance.*

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

5.1.3 *Automotive Insurance.*

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

5.1.4 *Additional Insurance.*

Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the City's Public Works Director/City Engineer. No Work under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

6. MISCELLANEOUS

6.1 Warranties.

Contractor warrants and represents that the goods provided under this Agreement meet all local, State, and Federal requirements. In the event goods are defective in material or workmanship, the City shall have the right to reject the goods and Contractor shall have the right to correct such defects.

Contractor warrants that all goods provided under this Agreement shall be of good quality, shall be for their ordinary purpose, and shall be adequately contained and maintained for the life of the goods.

Contractor further warrants that it will perform all services and provide all goods in accordance with high professional standards in the industry, will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the services and provide the goods, and will perform the services and provide the goods in a manner that complies with all applicable laws and regulations.

6.2 Non-liability of the City Officers and Employees.

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

in the case of the City, to The City of Rialto
Attn: Public Works Director/City Engineer
150 S. Palm Ave.
Rialto, CA 92376\

with a copy to: Aleshire & Wynder
Attn: Fred Galante
18881 Von Karman Ave., Ste. 1700
Irvine, CA 92612

in the case of Contractor, to: Parkhouse Tire, Inc.
Attn: Brian Parkhouse
13655 Santa Ana Avenue
Fontana, CA 92337

6.5 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

6.6 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.7 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement, except for documents expressly incorporated in the exhibits of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.8 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such

invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.9 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.11 Governing Law.

This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising herein shall be resolved in a court of law in the County of San Bernardino, California.

6.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

6.13 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF RIALTO, a municipal corporation

_____
Michael E. Story, City Administrator

ATTEST:

_____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

[on following pages]

GENERAL SPECIFICATIONS

1. Vendor Minimum Qualifications
    i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.

    ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.

    iii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this request.

    iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.

2. Personnel Requirements

    i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.

    ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

    iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.

3. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.

4. Product Testing **-** The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

5. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

6. Protection of Vehicles and Equipment. - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.

7. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.

8. Pricing submitted shall be consistent with current government pricing.

9. New Current Model Goods **-** Proposals submitted shall be for new, current model products and services.

10. Alterations **-** CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

11. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.

12. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.

13. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

14. **Specification of Manufacturer/Brand -** All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

15. Warranty

    i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.

ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.

iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.

16. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.

17. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

18. Pricing

i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.

ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.

iii. Price quotes shall include any and all payment incentives available to the City.

iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.

vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for

which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

vii. The discounted percentage noted will remain the same with each contract renewal.

19. Additions/Deletions to Specifications

i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.

ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.

iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

20. Delivery/Shipment

i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 245 South Willow Avenue, Rialto, CA 92376

ii. Shipping and delivery charges shall be built into unit costs for all items quoted.

iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered and the contract coverage has been completed.

iv. All deliveries shall be completed during the following business hours and days: 8:00 a.m. - 3:00 p.m., Monday through Thursday, excluding weekends and City holidays. No Friday deliveries will be accepted.

v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.

vi. Primary delivery location is: City of Rialto, Fleet Services, 245 South Willow Avenue, Rialto, CA 92376

vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.

viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as-needed basis.

ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.

x. All prices are to be Free On Board ("F.O.B.") Destination.

21. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.

ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.

iii. Cancel the tire order request

iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shut downs must be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

22. Product Discontinuance/Substitution

i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**

ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:

1. Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.

2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.

3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

TECHNICAL SPECIFICATIONS - TIRES

1. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.

2. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders and graders) are to be installed by the vendor.

3. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.

4. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

5. **Manufacturers' price lists**. The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.

6. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.

7. All tires furnished under this contract shall be all season tires unless otherwise stated.

8. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test and markings.

   i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction and temperature rating, where applicable.

   ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.

9. All tires will be of Nylon or other fabric construction unless otherwise specified.

10. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.

11. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**

12. Tire Categories and Types

    i. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.

1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.

3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.

ii. **Automobile/Passenger Vehicles**: These tires include common passenger car tires and are designated with a “P” at the beginning of the tire size.

1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

iii. **Light Duty Trucks Radial and Bias**: These tires can usually be identified by the letters “LT” at the beginning of the tire size.

1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

iv. **Medium Commercial/Heavy Duty Trucks**: These tires do not have a letter at the beginning of the tire size.

1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

v. **Off Road OTR Radial and OTR Bias**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vi. **Farm/Agriculture/Industrial**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vii. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

TECHNICAL SPECIFICATIONS – ROADSIDE SERVICE

1. Emergency Services / Roadside Assistance Contractors shall:

a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.

b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.

c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.

d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.

e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.

f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rim sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City staff.

g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.

h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.

i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

EXHIBIT "B"

RFB NO. 15-083

[on following pages]

City of Rialto
Purchasing Division
Purchasing Manager: William Jernigan
Phone: (909) 820-2570 Fax: (909) 820-2600
Email: procurement@rialtoca.gov

REQUEST FOR BID #15-083
Firestone Tires, Accessories, Services & Supplies

***Closing Date*: July 9, 2015, 4:00 P.M.**

RFB Number:	15-083
Due Date:	July 9, 2015
Time:	4:00 P.M.
Project:	Firestone Tires, Accessories, Service & Supplies

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 4:00 P.M., Thursday, July 9, 2015. Sealed proposals shall be submitted to:

City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376
Attn: William Jernigan, CMP, CPPO

A. **NOTE:** Proposers are required to submit one (1) original RFP signed in ink, one (1) hard copies of the RFP, and one (1) electronic media version (*CD or USB Flash Drive*) copy of the RFP. Original and copies should be identified as such. Failure to provide copies may result in disqualification.

CITY OF RIALTO
STATE OF CALIFORNIA
NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN by the City Council that the City of Rialto Purchasing Division will be accepting sealed bids to establish a Firestone branded tire supply and service contract for an active fleet of 426 vehicles/equipment which includes, passenger vehicles, Police patrol vehicles, light, medium and heavy trucks, Sport Utility Vehicles (SUVs), heavy machinery equipment and Fire apparatuses.

Bids must be received by Thursday, July 9, 2015 at 4:00 P.M., in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376

No Bid shall be considered unless it is made on the Bid Form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Bid. All bids must be labeled RFB 15-083 Firestone Tires, Accessories, Services & Supplies and the bid price must be firm for ninety (90) days from date of the bid opening in order to permit staff evaluation and City Council award. The City of Rialto City Council reserves the right to reject any or all bids in whole or in part and may waive any irregularities or informality in any bid to the extent permitted by law and when the public interest will be served thereby.

No oral interpretations will be made to any bidder as the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least 5 days before the time announced for opening the proposals. Interpretations will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All addenda shall be included in the contract when submitting the bid proposal.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

Bid packages are available online at www.rialtoca.gov. For additional information please direct questions to procurement@rialtoca.gov.

(s) William Jernigan
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication

B. CITY OF RIALTO
REQUEST FOR BID #15-083
C. OVERVIEW & BACKGROUND

The City of Rialto lies in the west portion of the San Bernardino Valley, due west of the County Seat. Rialto is sixty miles east of Los Angeles and 103 miles north of San Diego. Rialto is proud to be a city of commercial, residential, educational, cultural and industrial growth.

Rialto is an ethnically diverse and progressive community, which boasts several unique community assets including its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, a Community Center and Senior Center. Rialto is conveniently located to various recreational pursuits from the mountains, beaches and desert.

City of Rialto
Diversity Business Statement

The City of Rialto encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.

Small Business Concerns Information

The bidder shall furnish the following information. Additional sheets may be attached, if necessary.

(1) Name: _____

(2) Address: _____

(3) Phone No.: _____Fax No.:_____

(4) E-Mail: _____

(5) Type of Firm: (Check all that apply)

_____ Individual _____ Partnership _____ Corporation

_____ Minority Business Enterprise (MBE) _____ Women Business Enterprise (WBE)

_____ Small Disadvantaged Business (SDB) _____ Veteran Owned Business

_____ Disabled Veteran Owned Business _____ Other

(6) Business License: _____Yes _____No License Number: _____

(7) Tax Identification Number: _____

(8) Contractors License: State: License No. : _____ Classification(s)_____

(9) Names and Titles of all members of the firm:

_____ _____

_____ _____

_____ _____

(10) Number of years as a contractor in construction work of the type: _____

(11) Three (3) projects of this type recently completed:

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

(12) Person who inspected the site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

CITY OF RIALTO
SPECIFICATIONS
REQUEST FOR BID #15-083

The City of Rialto is soliciting bids to establish a Firestone branded tire supply and service contract for an active fleet of 426 vehicles/equipment which includes, passenger vehicles, Police patrol vehicles, light, medium and heavy trucks, Sport Utility Vehicles (SUVs), heavy machinery equipment and Fire apparatuses. The City uses a wide range of tire sizes, weight ratings, and tread patterns. The awarded contractors shall have the ability to supply all sizes and tread designs.

The City intends to award a contract to a qualified vendor, or multiple vendors, that will provide the best value to the City for the requested services based upon the specifications included in this document.

Contractor shall furnish all labor, personnel, service, supervision, documentation, insurance, permits, licenses, tires, material, supplies, equipment, parts, warranties, paid all taxes, benefits, fuel surcharges, shipping, transportation, delivery fees, disposal charges, mileages, parking and any other ancillary fees, tolls, travel time, freight, and all other overhead costs including incidentals, necessary to perform the scope of services and supply products as described herein. **Bidders do not have to provide all supplies or services requested to be considered for award**.

The fleet of vehicles and equipment to be maintained are located in various City Departments. The City has the right to alter or modify the fleet, both in character and quality, in its sole and absolute discretion without any notice provided to the Contractor.

All quantities provided are an approximation of what would be needed on a yearly basis. The estimated quantities are provided below to assist the vendor in preparing a Bid and are subject to change.

The following is a list of tires the City commonly purchases. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

PART NUMBER	DESCRIPTION	QUANTITY
01-4.80-12	4.80-12 TRAILER TIRE	4
1.75 -80-13	175-80-13 TRAILER TIRE	12
01-205-65-15	205-65-15 FIRESTONE FIREHAWKS	8
01-205-65-15	205-65-15	8
01-215-70-15	215-70-15	8
01-215-75-15	215-75-15	8
01-235-70-16	235-70-16 FIRESTONE DESTINATION LE	12
01-235-85-16	235-85-16 FIRESTONE TRANS FORCE	12
01-245-75-16	245-75-R16 FIRESTONE TRANSFORCE	12
01-215-60-17	215-60-17	12
01-235-55-17	235-55-17 FIRESTONE FIREHAWKS PURSUIT	20
01-235-60-17	235-60-17 PASSENGER TIRE	40
01-235-70-17	235-70-17 FIRESTONE DESTINATIONS	20
01-245-75-17	245-75-R17 FIRESTONE TRANSFORCE HT	20
01-265-70-17	265-70-17 FIRESTONE TRANSFORCE HT	20
01-275-60-17	275-60-17	20
01-225-70-R19.5	225-70-R19.5	40
N/A	205-75-R14 C MILESTAR/FREESTAR	4
N/A	225-75-R15 D NAN M/S ,108 TL H	5
N/A	11-R22.5 H BST R250ED SWP	4
N/A	12-R22.5 H MIC XZE	6
N/A	225-70-R19.5 G CONT HSR	18
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*
N/A	11-R22.5 H MIC XDE N/S	20*
N/A	12-R22.5 H MIC XZE	20*
N/A	22.5X12.25	20*
N/A	11R22.5 H MIC	20*

*Indicates the tires which must be installed by vendor.

GENERAL SPECIFICATIONS

1. Vendor Minimum Qualifications
    i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.

    ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.

    iii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this request.

    iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.

2. Personnel Requirements

    i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.

    ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

    iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.

3. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.

4. Product Testing **-** The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

5. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

6. Protection of Vehicles and Equipment. - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.

7. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.

8. Pricing submitted shall be consistent with current government pricing or better.

9. New Current Model Goods **-** Proposals submitted shall be for new, current model products and services.

10. Alterations **-** CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

11. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.

12. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.

13. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

14. **Specification of Manufacturer/Brand -** All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

15. Warranty

    i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.

    ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.

    iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.

16. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.

17. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

18. Pricing

    i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.

    ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.

    iii. Price quotes shall include any and all payment incentives available to the City.

    iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

    v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.

    vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

    vii. The discounted percentage noted will remain the same with each contract renewal.

19. Additions/Deletions to Specifications

    i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.

    ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.

    iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

20. Delivery/Shipment

    i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 247 South Willow Avenue, Rialto, CA 92376

ii. Shipping and delivery charges shall be built into unit costs for all items quoted.

iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered and the contract coverage has been completed.

iv. All deliveries shall be completed during the following business hours and days: 8:00 a.m. - 3:00 p.m., Monday through Thursday, excluding weekends and City holidays. No Friday deliveries will be accepted.

v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.

vi. Primary delivery location is: City of Rialto, Fleet Services, 247 South Willow Avenue, Rialto, CA 92376

vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.

viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as-needed basis.

ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.

x. All prices are to be Free On Board ("F.O.B.") Destination.

21. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

    i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.

    ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.

    iii. Cancel the tire order request

    iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shut downs must be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

22. Product Discontinuance/Substitution

i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**

ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:

1. Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.

2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.

3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

TECHNICAL SPECIFICATIONS - TIRES

13. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.

14. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders and graders) are to be installed by the vendor.

15. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.

16. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

17. **Manufacturers' price lists**. The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.

18. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.

19. All tires furnished under this contract shall be all season tires unless otherwise stated.

20. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test and markings.

i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction and temperature rating, where applicable.

ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.

21. All tires will be of Nylon or other fabric construction unless otherwise specified.

22. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.

23. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**

24. Tire Categories and Types

viii. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.

1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.

3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.

ix. **Automobile/Passenger Vehicles**: These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size.

1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

x. **Light Duty Trucks Radial and Bias**: These tires can usually be identified by the letters "LT" at the beginning of the tire size.

1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xi. **Medium Commercial/Heavy Duty Trucks**: These tires do not have a letter at the beginning of the tire size.

1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xii. **Off Road OTR Radial and OTR Bias**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xiii. **Farm/Agriculture/Industrial**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xiv. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

II. TECHNICAL SPECIFICATIONS – ROADSIDE SERVICE

2. Emergency Services / Roadside Assistance Contractors shall:

a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.

b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.

c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.

d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.

e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.

f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rim sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City staff.

g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.

h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.

i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

CITY OF RIALTO
Supplemental Questionnaire
BID NUMBER #15-083

Please answer the questions listed below. Your proposal will be considered "Non-Responsive" if these questions are not answered. If a question is not applicable, please state "N/A" for your response.

1. Business Name
   _____
   _____

2. Provide a general description of the equipment/products and/or services you are offering to the City of Rialto. (For example; tires or emergency roadside service.)
   _____
   _____
   _____

3. Specify your company business and delivery hours:

   Sunday: _____

   Monday: _____

   Tuesday: _____

   Wednesday: _____

   Thursday: _____

   Friday: _____

   Saturday: _____

4. Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out. If all of the proposed work will be performed by the Bidder, please state that in the space below:
   _____
   _____
   _____
   _____

5. Please provide a copy of your Verification or Authorization to offer the tire products proposed and to honor the manufacturers' warranty. If the Bidder is a dealer, re-seller or retailer of the products and/or services being proposed, the bid must include documentation from the

manufacturer verifying the Bidder's authorization to provide the requested products, services and honor warranties.

6. Please provide a copy or description of your Shipping/Delivery, Exchange and Returns program(s) and policy(s).

7. Does your firm offer same day deliveries? If so, please specify the requirements and/or deadlines for same day deliveries.

   _____
   _____
   _____
   _____

8. Does your firm have a local store-front and/or Warehouse/Distribution Center within a thirty (30) minute travel time from the City of Rialto capable of providing the goods listed herein at the time of bid submission?

   Yes _____ No _____.

9. If yes, please provide the name, address, and telephone number of the nearest location(s) below:

   _____
   _____
   _____
   _____

10. Will City of Rialto authorized personnel be allowed to pick-up tires from this warehouse/distribution center?

    Yes _____ No _____.

11. Once a call for service (within 20-miles of the City of Rialto) is received, your service technicians can respond to the site or City facility and repair or replace the tire within 1 hour.

    Yes _____ No _____

    If no, what guaranteed response time can your service technician respond within and why should the different amount of time be acceptable to the City?

    _____
    _____
    _____

Pricing Model

As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are:

_____ a. The same as typically offered to an individual municipality or school district.

_____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.

_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.

_____ d. Other. Describe pricing level being offered to the City of Rialto._____
_____
_____
_____

Discount for tires/tubes that are not specifically listed on the Bid Schedule: Bidders are to state the percentage (%) discount off the manufacturer's list price schedule for all tires offered for the categories listed below that maybe required throughout the contract duration.

_____
_____
_____
_____

Do you offer quantity or volume discounts?

_____ YES _____ NO

Please discuss how your discount program works including guidelines and program information. Attach additional sheets of paper if needed.

_____
_____
_____
_____

CITY OF RIALTO
BID SCHEDULE
BID NUMBER #15-083

INSTRUCTIONS:

If awarded a contract, the following Unit Prices shall be incorporated into the Bidder's contract. The Unit Prices identified on the Bid Schedule shall be transferred to the contract for the corresponding services required. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

PART NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICING	ESTIMATED TOTAL AMOUNT
01-4.80-12	4.80-12 TRAILER TIRE	4	$	$
1.75 -80-13	175-80-13 TRAILER TIRE	12	$	$
01-205-65-15	205-65-15 FIRESTONE FIREHAWKS	8	$	$
01-205-65-15	205-65-15	8	$	$
01-215-70-15	215-70-15	8	$	$
01-215-75-15	215-75-15	8	$	$
01-235-70-16	235-70-16 FIRESTONE DESTINATION LE	12	$	$
01-235-85-16	235-85-16 FIRESTONE TRANS FORCE	12	$	$
01-245-75-16	245-75-R16 FIRESTONE TRANSFORCE	12	$	$
01-215-60-17	215-60-17	12	$	$
01-235-55-17	235-55-17 FIRESTONE FIREHAWKS PURSUIT	20	$	$
01-235-60-17	235-60-17 PASSENGER TIRE	40	$	$
01-235-70-17	235-70-17 FIRESTONE DESTINATIONS	20	$	$
01-245-75-17	245-75-R17 FIRESTONE TRANSFORCE HT	20	$	$
01-265-70-17	265-70-17 FIRESTONE TRANSFORCE HT	20	$	$
			Estimated Subtotal for Page 1	$

PART NUMBER	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICING	ESTIMATED TOTAL AMOUNT
01-275-60-17	275-60-17	20	$	$
01-225-70-R19.5	225-70-R19.5	40	$	$
N/A	205-75-R14 C MILESTAR/FREESTAR	4	$	$
N/A	225-75-R15 D NAN M/S ,108 TL H	5	$	$
N/A	11-R22.5 H BST R250ED SWP	4	$	$
N/A	12-R22.5 H MIC XZE	6	$	$
N/A	225-70-R19.5 G CONT HSR	18	$	$
			Estimated Subtotal Bid for Page 2:	**$**

TIRES AND INSTALLATION Installation at Vendor's Facility*				
PART NUMBER	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**ESTIMATED TOTAL AMOUNT**
N/A	225/70R19.5 G	20	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	4*	$	$
N/A	11-R22.5 H MIC XDE N/S	5*	$	$
N/A	12-R22.5 H MIC XZE	25*	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*	$	$
N/A	11-R22.5 H MIC XDE N/S	20*	$	$
N/A	12-R22.5 H MIC XZE	20*	$	$
N/A	22.5X12.25	20*	$	$
N/A	11R22.5 H MIC	20*	$	$
			Estimated Grand Total Bid for Tires and Installation at <u>Vendor's</u> Facility:	**$**

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____
Name of Bidder or Firm

TIRES AND INSTALLATION Installation at City Facility				
PART NUMBER	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**ESTIMATED TOTAL AMOUNT**
N/A	225/70R19.5 G	20	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	4*	$	$
N/A	11-R22.5 H MIC XDE N/S	5*	$	$
N/A	12-R22.5 H MIC XZE	25*	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*	$	$
N/A	11-R22.5 H MIC XDE N/S	20*	$	$
N/A	12-R22.5 H MIC XZE	20*	$	$
N/A	22.5X12.25	20*	$	$
N/A	11R22.5 H MIC	20*	$	$
Estimated Grand Total Bid for Tires and Installation at <u>City</u> Facility: :				**$**

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

Bid Schedule – Emergency/Roadside Service

List any charges for Emergency or Roadside Service within twenty (20) miles of City of Rialto's city limits. Any charges not listed below should be described and included in the space provided.

ROADSIDE SERVICE CHARGES **Category 1** **For Sport Utility Vehicles (SUV), Passenger Vehicles or Light Trucks (1/2 ton to 3/4 ton)**		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

ROADSIDE SERVICE CHARGES **Category 2** **For Ambulances, Dump Bed Trucks or Medium Trucks (1 ton to 1 1/2 ton)**		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

ROADSIDE SERVICE CHARGES Category 3 For Fire Engines and Apparatuses		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

ROADSIDE SERVICE CHARGES Category 4 For Off-Road Equipment (Tractors, Backhoes, Loaders and Graders)		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Please describe pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

_____

_____

_____

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

CITY OF RIALTO
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

_____	_____
Company Name	Signature of Authorized Person
_____	_____
Address	Printed Name
_____	_____
City State Zip Code	Title
_____	_____
City of Rialto License Number	Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM #_____DATED_____ ADDENDUM # _____DATED_____

ADDENDUM #_____DATED_____ ADDENDUM # _____DATED_____
(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the Purchasing Manager.

_____

_____

CITY OF RIALTO
REQUEST FOR BID
STATEMENT OF REFERENCES

List and describe fully the last four contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Please list all City of Rialto projects completed with in the last five (5) years.

Project Name: _____
Contact Individual: _____ Phone No: _____
Project Location:_____
Contract Amount: _____ Year: _____
Description of work done:_____

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-083
GENERAL INFORMATION

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Bidders acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Bidder shall identify those services (if any) that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFB does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Bidder submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376

Delivery: City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376

FAX: (909) 820-2600
(909) 421-4965
EMAIL: procurement@rialtoca.gov

Any questions relating to this Request for Bid must be received at least 5 City business days prior to closing date, any questions received after this deadline will not be addressed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

Proposers, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any City employee, Commission member, Committee member, Council member, or any other agency employee or associate for any propose related to this entire RFB process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.

CITY OF RIALTO
REQUEST FOR PROPOSAL #15-083
GENERAL TERMS AND CONDITIONS – RFB

Definition of Terms
The following terms used in the RFB documents shall be construed as follows:

1. "City" shall mean the City of Rialto.
2. "Consultant/ Bidder/Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. "Supplier/ Bidder/Consultant" shall be considered synonymous with term "proposer".
4. "Contract/agreement" shall be considered synonymous with term "contract".
5. "Evaluation Committee" is an independent committee established by the City to review, evaluate, and score the bids, and to recommend award to the bidder that submitted the bid determined by the committee to be in the best interest of the City.
6. "May" indicates something that is not mandatory, but permissible.
7. "Must/Shall" indicates a mandatory requirement. A bid that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. "Bidder" shall mean the person or firm making the offer.
9. "Bid" shall be the offer presented by the bidder.
10. "RFB" shall be the acronym for Request for Bid.
11. "Should" indicates something that is recommended, but not mandatory. Failure to do what "should" be done will not result in rejection of your bid.
12. "Submittal Deadline" shall be the date and time on or before all bids must be submitted.
13. "Successful Bidder" shall be the person, consultant, or firm to whom the award is made.

City Business License
Proposer shall secure, at the proposer's own cost, the appropriate business license from the City prior to beginning any work or delivering any equipment or material to be furnished under this specification and bid. This must be initiated within six City working days after notification of award.

Consultant's Address and Legal Services
The address given in the bid shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

Cost of Preparing Bid
Any and all costs incurred responding to this RFB**,** conducting demonstrations or any other related activities, shall be borne by the proposer and the City shall not be liable for any of these costs.

Informed Bidder
Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at proposer's own risk and they cannot secure relief on the plea of error.

Bidding Errors
Bidder is liable for all errors or omissions incurred by bidder in bid. Bidder will not be allowed to alter bid documents after the due date for bid submission.

The City reserves the right to make corrections due to errors identified in bid by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious

error. Any changes will be date and time stamped and attached to bid. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager.

Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any bid.

Rejection of Bid
The City reserves the right, as the interest of the City requires, to reject any or all bids, to waive any minor informality in bids received, to reject any unapproved alternate bid(s), and reserves the right to reject the bid of any bidder who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all bids shall not render the City liable for costs or damages.

Bid Format and Submittal
All bids must be submitted in writing on the enclosed Request for Bid documents. Bids accepted by the City in writing constitute a legally binding contract offer. All materials submitted shall become a part of the bid. Bids are required to submit one (1) original RFB signed in ink, one (1) hard copies of the RFB, and one (1) electronic media version copy of the RFB. Original and copies should be identified as such. Written bid must be presented in a sealed package. Bidder must enter the bid number, title, and Bidder's name on the outside of the package. Sealed bids are to be delivered to the address listed in this RFB no later than the stated proposal opening date and time.

Bidder shall complete and return all applicable documents including forms, specifications, drawings, schematic diagrams, and any technical and/or illustrative literature. The Purchasing Manager may deem a bidder non-responsive if the bidder fails to provide all required documentation and copies. Bid must be signed by a duly authorized officer eligible to sign contract documents for the proposer. Consortiums, joint ventures, or teams submitting bids will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The bid must identify the responsible entity.

Bids shall be based only on the material contained in the RFB, pre-bid conference responses, amendments, addenda and other material published by the City relating to the RFB. The bidder shall disregard any previous draft material and oral representations which may have been obtained from the bidder.

Bids that are unnecessarily elaborate beyond what is sufficient to present a complete and effective bid are not desired.

The information requested and the manners of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any bids in which information requested is not furnished or where direct or complete answers are not provided.

The bidder shall not change any wording in the RFB or associated documents. Any explanation or alternative offer shall be submitted in a letter attached to the front of the bid documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Bids offered subject to conditions or limitations may be rejected as non-responsive.

Submitting Bids
a) Submittal Deadline: Bids must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Bids may be submitted by hand, by courier, or any other method specified herein.
b) Responsibility: Bidders are solely responsible for ensuring that their bids are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of bids shall be made at the office specified in the

Request for Bids. Deliveries made before the submittal deadline, but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline.

c) Extension of Submittal Deadline: The City reserves the right to extend the submittal deadline when it is in the best interest of the City.
d) Addendums: All addendums will be posted on The City of Rialto website at www.rialtoca.gov under Featured Resources Bid/Proposals. Suppliers are encouraged to check the website periodically for updates.
e) Email/Facsimile Transmissions: Bids may NOT be submitted by email or facsimile, unless otherwise specified herein.
f) Forms: To be considered for award, each bid shall be made on forms furnished by the City.
g) Late Bids: The submittal deadline IS FIRM. Bids will NOT be accepted after the submittal deadline and will be returned to the Bidder unopened.
h) Signature: To be considered for award, each bid shall be signed by an authorized representative of the Bidder.
i) Sealed Bids: Bids MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Bids Property of City/Proprietary Bid Material
All bids submitted in response to this RFB shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidder claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a bidder claims such an exemption, the bidder is required to state in the bid the following: "The bidder will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

Failure to identify sections exempt from disclosure and to include such a statement shall constitute a waiver of a bidder's right to exemption from this disclosure.

Bid Acceptance Period
Unless otherwise stated, bids shall be irrevocable for a period of 90 days following the bid opening date.

Multiple Bids
Bidders interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions, and specifications of the RFB.

California State Board of Equalization Permit
Bidder shall enter the company's State of California Board of Equalization permit number on the bid form. If the company does not have this permit, the bidder shall sign the bid form declaring that the company has no California sales tax permit.

Applicable Laws
Selected Bidder is required to comply with all existing State, Federal, and Local laws. If Bidder outsources any work or job to a sub-bidder, it will be the prime Bidder's responsibility to ensure that all sub-bidders meet the requirements as stated in this RFB.

Withdrawal of Bid
Bidder may withdraw bid in writing at any time prior to the specified bid due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder must be submitted to the Purchasing Manager or appropriate email sent to procurement@rialtoca.gov. After withdrawing a previously submitted bid, the bidder may submit another bid at any time up to the bid closing date and time.

Bidder agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the bid. Bidder acknowledges that the original bid and costs provided stand. However, Bidder has the option of withdrawing a bid at any time until closing date and time of RFB.

Lowest Ultimate Cost and Best Overall Value to the City of Rialto
A final contract will be awarded to the highest ranked competitively priced and qualified bidder. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified bid. The determination of the most qualified and most competitively priced bid may involve all or some of the following factors: price, thoroughness of the bid package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/Scope of Work; terms of payment; compatibility, as required; number of sub-bidders the main Bidder may need to employ for outsourced work; other costs; and other objective and accountable factors which are reasonable. The City reserves the right to select a Bidder to perform all of the work identified in the RFB, or only selected portions based on price and/or other factors.

Bid Protests
All protests concerning the award, evaluation, recommendation or other aspect of the selection/bidding process must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for the protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

All protests must be mailed to:

City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376
Attn: Purchasing Manager

All protests must be received by the Purchasing Manger as soon as possible and will be addressed in writing within 5 City business days.

Execution of Notice of Award
A response to this RFB is an offer to contract with the City based upon the terms, conditions, service level agreements, and specifications contained in the RFB.

A contract will be formed when the Purchasing Manager awards the contract to the selected bidder(s) by creation of a Purchase Order.

Modifications/Change Orders/Amendments
Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Purchasing Manager, and the Contractor.

The City shall neither pay for nor be obligated to accept any modifications performed by consultant without a written change order.

Permits/License
It is the responsibility of the Bidder to provide any permits/licenses which may be required of Local, State, or Federal regulations at no cost to the City.

Cooperative Purchasing
The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFB may be offered to any other government agency. The bidder shall state in the bid if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the consultant and governmental agency desiring such cooperative purchasing, as long as specifications are similar and the agreements are reached within a year of original bid.

Contractual Disputes
The Consultant shall give written notice to the Purchasing Manager of his intent to file a claim for money, or other relief at the time of the occurrence, or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Manager no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Manager's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

General Bid Conditions

1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other then the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/proposals must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/proposals, to waive any minor informality in bids/proposals received to reject any unapproved alternate bid(s)/proposals, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/proposals shall not render the City liable for costs or damages.
9. Late bids/proposals will not be accepted and shall be returned to the bidder/proposer unopened. Bidder/proposer may withdraw bid/proposal in writing at any time prior to the specific due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder/proposer must be submitted to the Purchasing Division. After withdrawing a previously submitted bid/proposal, the bidder/proposer may submit another bid/proposal at any time up to the specified due date and time.
10. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
11. Samples of items, when required, must be furnished free of expense to the City of Rialto; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of Rialto, its officers agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Evidence of Insurance Coverage (applicable if checked) The successful bidder /proposer will be required to provide (at own expense) Certificates of Insurance as indicated below. This insurance shall be on a comprehensive occurrence form with an endorsement naming the City as an Additional Insured. Insurance certificates will be required within 5 days after notification of award. If the successful bidder is unable to supply certificates as required, within the stipulated time frame, the City reserves the right to award to the next lowest bidder.
14. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.

Description	Limits
_____Workman's Compensation	$1,000,000.00
_____General Liability	$2,000,000.00
_____Automobile Liability	$1,000,000.00
_____Professional Liability	$1,000,000.00

EXHIBIT “C”

SCHEDULE OF COMPENSATION

[on following pages]

Tires		
PART NUMBER	**DESCRIPTION**	**UNIT PRICING**
01-4.80-12	4.80-12 TRAILER TIRE	$33.64
1.75 -80-13	175-80-13 TRAILER TIRE	$55.72
01-205-65-15	205-65-15 FIRESTONE FIREHAWKS	$70.44
01-205-65-15	205-65-15	$70.44
01-215-70-15	215-70-15	$85.57
01-215-75-15	215-75-15	$84.55
01-235-70-16	235-70-16 FIRESTONE DESTINATION LE	$103.24
01-235-85-16	235-85-16 FIRESTONE TRANS FORCE	$112.41
01-245-75-16	245-75-R16 FIRESTONE TRANSFORCE	$107.52
01-215-60-17	215-60-17	$85.53
01-235-55-17	235-55-17 FIRESTONE FIREHAWKS PURSUIT	$105.38
01-235-60-17	235-60-17 PASSENGER TIRE	$78.29
01-235-70-17	235-70-17 FIRESTONE DESTINATIONS	$98.80
01-245-75-17	245-75-R17 FIRESTONE TRANSFORCE HT	$114.67
01-265-70-17	265-70-17 FIRESTONE TRANSFORCE HT	$127.07
01-275-60-17	275-60-17	$105.38
01-225-70-R19.5	225-70-R19.5	$212.43
N/A	205-75-R14 C MILESTAR/FREESTAR	$60.24
N/A	225-75-R15 D NAN M/S ,108 TL H	$76.16
N/A	11-R22.5 H BST R250ED SWP	$290.49
N/A	12-R22.5 H MIC XZE	$619.60
N/A	225-70-R19.5 G CONT HSR	$212.43

TIRES AND INSTALLATION Installation at Vendor's Facility		
PART NUMBER	**DESCRIPTION**	**UNIT PRICE**
N/A	225/70R19.5 G	$239.43
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	$841.44
N/A	11-R22.5 H MIC XDE N/S	$486.00
N/A	12-R22.5 H MIC XZE	$651.60
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	$841.44
N/A	11-R22.5 H MIC XDE N/S	$486.00
N/A	12-R22.5 H MIC XZE	$651.60
N/A	22.5X12.25	$512.80
N/A	11R22.5 H MIC	$514.00

TIRES AND INSTALLATION Installation at City Facility		
PART NUMBER	**DESCRIPTION**	**UNIT PRICE**
N/A	225/70R19.5 G	$245.99
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	$848.00
N/A	11-R22.5 H MIC XDE N/S	$492.56
N/A	12-R22.5 H MIC XZE	$658.16
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	$848.00
N/A	11-R22.5 H MIC XDE N/S	$492.56
N/A	12-R22.5 H MIC XZE	$658.16
N/A	22.5X12.25	$516.85
N/A	11R22.5 H MIC	$520.56

ROADSIDE SERVICE CHARGES **<u>Category 1</u>** **For Sport Utility Vehicles (SUV), Passenger Vehicles or Light Trucks (1/2 ton to 3/4 ton)**		
A	On site labor charge	$89.50 per hour
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$4.08

F	Flat repair supplies	$6.50
G	Shop supplies charges	$
H	Tire disposal fee	$5.00
I	State recycle fees	$1.75
	(List any additional charges below)	
J	Fuel Surcharge	$10.00
K		$
	Total Per Call	$116.83

ROADSIDE SERVICE CHARGES **Category 2** **For Ambulances, Dump Bed Trucks or Medium Trucks (1 ton to 1 1/2 ton)**		
A	On site labor charge	$89.50 per hour
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$4.08
F	Flat repair supplies	$6.50
G	Shop supplies charges	$
H	Tire disposal fee	$10.00
I	State recycle fees	$1.75
	(List any additional charges below)	
J	Fuel Surcharge	$10.00
K		$
I		$
	Total Per Call	$121.83

ROADSIDE SERVICE CHARGES **Category 3** **For Fire Engines and Apparatuses**		
A	On site labor charge	$89.50 per hour
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$10.00
F	Flat repair supplies	$6.50
G	Shop supplies charges	$
H	Tire disposal fee	$10.00
I	State recycle fees	$1.75
	(List any additional charges below)	
J	Fuel Surcharge	$10.00
K		$
I		$
	Total Per Call	$127.75

ROADSIDE SERVICE CHARGES **Category 4** **For Off-Road Equipment** **(Tractors, Backhoes, Loaders and Graders)**		
A	On site labor charge	$95.00 per hour, 2 hour minimum
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$10.82 (o-ring)
E	Valve stems	$12.00
F	Flat repair supplies	$15.00
G	Shop supplies charges	$
H	Tire disposal fee	$32.00
I	State recycle fees	$1.75
	(List any additional charges below)	
J	Fuel Surcharge	$10.00
K		$
I		$
	Total Per Call	$271.57

Pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

Labor rates are calculated per hour portal to portal. Additional $1.00 per mile is excess of 20 miles.

Legislation Details (With Text)

File #:	15-702	Version:	1	Name:	TAB 13
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to (1) Reject the Bid Submitted by Parkhouse Tire Company, a California Corporation; (2) Award a Contract Materials Agreement to Daniels Tires Service for Goodyear Branded Tires in the Amount of $60,000; (3) Approve Purchase Order Change Notices in the not-to-exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and in the not -to-exceed Amount of $20,000 for Fire Department Apparatus Tires, Related Products and Services. (ACTION)				
Sponsors:	Susanne Wilcox				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - RFB 16-006 Goodyeat Tires- ABSTRACT Attachment 2 - Letter Attachment 3 - Contract Materials Agreement Goodyear Tires				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Reject the Bid Submitted by Parkhouse Tire Company, a California Corporation; (2) Award a Contract Materials Agreement to Daniels Tires Service for Goodyear Branded Tires in the Amount of $60,000; (3) Approve Purchase Order Change Notices in the not-to-exceed Amount of $40,000 for City Fleet Vehicle Tires, Related Products and Services, and in the not-to-exceed Amount of $20,000 for Fire Department Apparatus Tires, Related Products and Services.
(ACTION)

BACKGROUND:
The Public Works Department maintains all of the City's facilities, parks, streets, storm drains, and vehicle fleet. As maintenance work is scheduled, City staff obtains supplies and materials required for the work from various vendors. The stock of supplies is initially purchased from the respective vendors using an inventory account. As supplies are issued and used on the vehicle fleet, the respective department expenditure accounts will be charged and the inventory account is reduced as the costs are incurred.

Among the supplies needed are vehicle tires. As part of ongoing maintenance efforts, the Public

Works Fleet Division services an active fleet of 426 vehicles and purchases between 400 and 600 tires during a fiscal year.

In addition to the City's fleet, the Fire Department is responsible for the maintenance of 36 firefighting apparatus and other equipment as part of their rolling stock.

ANALYSIS/DISCUSSION:
The City's Purchasing Department released Request for Bids (RFB) #16-006 on July 22, 2015, and published the Notice Inviting Bids on July 27, 2015, and August 3, 2015, with the Daily Journal Corporation. The City also published the Notice Inviting Bids on the City of Rialto website and mailed the Notice to 20 known vendors, including 11 vendors located within the City. On August 20, 2015, the City received two (2) bids; a full bid summary is included as Attachment 1.

In reviewing the bids received, staff discovered that Parkhouse Tires submitted a bid to provide Firestone branded tires and not Goodyear branded tires as requested in RFB #16-006, which clearly requests pricing for Goodyear branded tires only without substitution.

On September 30, 2015, Parkhouse Tires, Inc. was provided written notification of the findings and the anticipated recommendation to the City Council. A copy of the notification letter is included as Attachment 2. On the basis of the findings, staff recommends that the City Council reject the bid received from Parkhouse Tires, Inc., resulting in the bid submitted by Daniels Tire Service to be named as the lowest responsive bid.

Staff reviewed the bid and references and determined that Daniels Tire Service is a properly licensed and qualified bidder. The proposed contract with Daniels Tire Service is included as Attachment 3. The contract will be for a nine month term or until June 30, 2015, with four additional one-year term extension by mutual agreement.

ENVIRONMENTAL IMPACT:
Approval of the requested Purchase Orders is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
Authorizing the Purchase Orders for vehicle tires complies with the following City of Rialto General Plan Goals and Policies:

This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and Contract Materials Agreement.

FINANCIAL IMPACT:

Staff recommends that City Council approve issuance of a Purchase Order in the Amount of $40,000 from Internal Service Fund Inventory Account No. 690-132-0000-0000 for the City fleet and a separate Purchase Order in the Amount of $20,000 for Fire Department apparatus and other equipment from Internal Service Fund Inventory Account No. 690-132-0000-0000.

The initial purchase of tires is accounted for in an inventory account. The costs are allocated to the respective departments as items are used using the accounts as shown in Table 1 below. Sufficient budget is available in the respective accounts to charge the costs as incurred for City fleet vehicles for fiscal year 2015/2016.

Department	Account No.
City Administration	010-500-1148-2110
Business Licensing	010-500-2153-2110
Purchasing	010-500-2159-2110
City Clerk's Office	010-500-3150-2110
Rialto Network	010-500-3155-2110
Code Enforcement	010-500-4295-2110
Fire Department	010-500-5150-2110
Police Department	010-500-6150-2110
Public Works - Building Maintenance	010-500-7302-2110
Public Works - Park Maintenance	010-500-7304-2110
Public Works - Street Maintenance	010-500-7305-2110
Public Works - Traffic Safety	010-500-7308-2110
Building Services	710-500-4150-2110
Engineering	710-500-4265-2110

Table 1

RECOMMENDATION:

Staff recommends that City Council:

- Reject the bid submitted by Parkhouse Tires, Inc. Company based upon the findings indicated in the staff report.
- Award a Contract Materials Agreement to Daniels Tires Service in the not-to-exceed Amount of $60,000.
- Approve the issuance of a Purchase Order Change Notice to Daniels Tires Service in the not-to-exceed Amount of $40,000 for City Fleet vehicle tires, related products and services.
- Approve the issuance of a Purchase Order Change Notice to Daniels Tires Service in the not-to-exceed Amount of $20,000 for Fire Department apparatus tires, related products and services.

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CITY OF RIALTO
ABSTRACT OF BIDS

Bid Number:	16-006
Bid Due Date:	8/20/15
Advertised:	6/13,6/19
Vendors Solicitated:	20
Rialto Vendors Solicitated:	11

VENDOR			PARKHOUSE TIRE, INC		Daniels Tire Service	
PHONE			(909) 428-1415		951-784-2222	
LOCATION			FONTANA		Riverside	
CONTACT			RUSS BYER		Michelle Owensby	
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	ESTIMATED TOTAL	UNIT PRICING	ESTIMATED TOTAL
01-4.80-12	4.80-12 Trailer Tire	4		$0.00	$38.61	$154.44
1.75-80-13	175-80-13 Trailer Tire	12		$0.00	$69.58	$834.96
01-205-65-15	205-65-15	8		$0.00	$61.95	$495.60
01-215-70-15	215-70-15	8		$0.00	$64.42	$515.36
01-215-75-15	215-75-15	8		$0.00	$65.00	$520.00
01-225-70-15	225-70-15 Goodyear SRA	8		$0.00	$88.78	$710.24
01-235-75-15	P235/75R15C Wrangler HT	8		$0.00	$118.59	$948.72
01-225-60-16RSA	225/60.RSA	20		$0.00	$95.55	$1,911.00
01-225-75-16	01-225-75-16 Wrangler HT	12		$0.00	$118.83	$1,425.96
01-215-60-17	215-60-17	12		$0.00	$77.35	$928.20
01-235-55-17RSA	2635-55-17 Gopodyear RSA Pursuit Tire	100		$0.00	$105.87	$10,587.00
01-235-60-17	235-60-17 Passenger Tire	40		$0.00	$111.09	NO BID
01-275-60-17	275-60-17	20		$0.00	$146.74	$2,934.80
01-275-65-18	275-65-18 Goodyear	12		$0.00	$152.93	$1,835.16
01-245-55-18RSA	245-55-R18 Eagle RSA Pursuit Tire	200		$0.00	$122.98	$24,596.00
01-225-70-R19.5	225-70-R19.5	40		$0.00	$282.05	$11,282.00
245-55-R18	245-55-R18 Eagle RSA Pursuit Tire	200		$0.00	$122.98	$24,596.00
N/A	205-75-R14 C	4		$0.00	$81.64	$326.56
N/A	225-75-R15 D Nan M/S, 108 TL H	5		$0.00	$95.42	$477.10
N/A	11-R22.5 H BST R250ED SWP	4		$0.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	6		$0.00	NO BID	NO BID
N/A	225-70-R19.5 G CONT HSR	18		$0.00	NO BID	NO BID

TIRES AND INSTALLATION INSTALLATION AT VENDOR'S FACILITY*						
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	TOTAL AMOUNT	UNIT PRICING	TOTAL AMOUNT
N/A	225/70R19.5 G	20		$0.00	$81.64	$1,632.80
N/A	425-65-R22.5 L MIC XYZ 3 (WB	4		$0.00	$95.42	$381.68
N/A	11-R22.5 H MIC XDE N/S	5*		$0.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	25*		$0.00	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*		$0.00	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	20*		$0.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	20*		$0.00	NO BID	NO BID
N/A	22.5X12.25	20*		$0.00	NO BID	NO BID
N/A	11R22.5 H MIC	20*		$0.00	NO BID	NO BID

TIRES AND INSTALLATION INSTALLATION AT CITY FACILITY						
PART #	DESCRIPTION	EST. QTY.	UNIT PRICING	TOTAL AMOUNT	UNIT PRICING	TOTAL AMOUNT
N/A	225/70R19.5 G	20		$0.00	$282.73	$5,654.60
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	4*		$0.00	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	5*		$0.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	25*		$0.00	NO BID	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*		$0.00	NO BID	NO BID
N/A	11-R22.5 H MIC XDE N/S	20*		$0.00	NO BID	NO BID
N/A	12-R22.5 H MIC XZE	20*		$0.00	NO BID	NO BID
N/A	22.5X12.25	20*		$0.00	NO BID	NO BID
N/A	11R22.5 H MIC	20*		$0.00	NO BID	NO BID

ROADSIDE SERVICE CHARGES CATEGORY 1 FOR SPORT UTILITY VEHICLES (SUV), PASSENGER VEHICLES OR LIGHT TRUCKS (1/2 TON TO 3/4 TON)			
A	ONSITE LABOR CHARGE		$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE		
C	FLAT REPAIRS LABOR		
D	PARTS CHARGES		
E	VALVE STEM		$3.00
F	FLAT REPAIR SUPPLIES		$6.00
G	SHOP SUPPLIES CHARGES		
H	TIRE DISPOSAL FEE		$3.00
I	STATE RECYCLE FEES		$1.75
J	FUEL SURCHARGE		
K	ADDITIONAL CHARGE		
	TOTAL PER CALL:		$88.75

ROADSIDE SERVICE CHARGES CATEGORY 2 FOR AMBULANCES, DUMP BED TRUCKS OR MEDIUM TRUCKS (1 TON TO 1 1/2 TON)			
A	ONSITE LABOR CHARGE		$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE		
C	FLAT REPAIRS LABOR		
D	PARTS CHARGES		$6.00
E	VALVE STEM		$6.00
F	FLAT REPAIR SUPPLIES		
G	SHOP SUPPLIES CHARGES		
H	TIRE DISPOSAL FEE		$6.50
I	STATE RECYCLE FEES		$1.75
J	FUEL SURCHARGE		
K	ADDITIONAL CHARGE		
	TOTAL PER CALL:		$95.25

ROADSIDE SERVICE CHARGES CATEGORY 3 FOR FIRE ENGINES AND APPARATUSES			
A	ONSITE LABOR CHARGE		$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE		
C	FLAT REPAIRS LABOR		
D	PARTS CHARGES		
E	VALVE STEM		$6.00
F	FLAT REPAIR SUPPLIES		$6.00
G	SHOP SUPPLIES CHARGES		
H	TIRE DISPOSAL FEE		$7.00
I	STATE RECYCLE FEES		$1.75
J	FUEL SURCHARGE		
K	ADDITIONAL CHARGE		
	TOTAL PER CALL:		$95.75

ROADSIDE SERVICE CHARGES CATEGORY 4 FOR OFF-ROAD EQUIPMENT (TRACTORS, BACKHOES, LOADEREES AND GRADERS)			
A	ONSITE LABOR CHARGE		$89.00
B	DISMOUNT/ MOUNT LABOR CHARGE		
C	FLAT REPAIRS LABOR		
D	PARTS CHARGES		
E	VALVE STEM		$8.50
F	FLAT REPAIR SUPPLIES		$8.00
G	SHOP SUPPLIES CHARGES		
H	TIRE DISPOSAL FEE		$8.50
I	STATE RECYCLE FEES		$1.75
J	FUEL SURCHARGE		
K	ADDITIONAL CHARGE		
	TOTAL PER CALL:		$115.75

City of Rialto
California

October 1, 2015

Via Certified Mail/Via Email: rbyer@parkhousetire.com

Mr. Brian Parkhouse, President
Parkhouse Tire
11365 Santa Ana Avenue
Fontana, CA 92337

SUBJECT: Goodyear Tires. Accessories, Services & Supplies
Request for Bid #16-006
Bid Rejection Letter

Dear Mr. Brian Parkhouse,

On August 20, 2015, the City conducted a public bid opening in connection with the City's Request for Bids No. 16-006, Goodyear Tires, Accessories, Services & Supplies ("RFB"). A total of 2 bids were received and opened and the total amount of each bid was announced as each bid was opened. After reviewing all of the submitted bids, the City has discovered that Parkhouse Tire failed to submit bid pricing for the specific brand listed on the bid schedule as required in Section 14 on page 9 of the RFB. This discrepancy results in your bid being non-responsive and subject to rejection. This letter provides official notification to Parkhouse Tire that the City Council will take action to award a contract on the above-referenced project at its meeting on October 13, 2015.

If I do not receive a formal written response with specific facts that dispute this finding by 5 p.m. on Wednesday, October 7, 2015, this will be the recommendation to the City Council.

Finding:

In reviewing the bids submitted, staff noted that Parkhouse Tire failed to submit bid pricing for Goodyear branded tires as requested. In order to ensure adequate supply of tire inventories, the following statement is included on the Request for Bid #16-006 General Specifications, Section 14:

*Specification of Manufacturer/Brand – **All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered**, due to the City's desire to*

Office of the Public Works Director/City Engineer
335 West Rialto Avenue, Rialto, California 92376

standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles. (Emphasis added)

If you have any questions or comments, please contact Administrative Analyst Susanne Wilcox at your earliest convenience but no later than the deadline above. She can be reached at (909) 820-2525 or swilcox@rialtoca.gov.

Sincerely,

Robert Eisenbeisz, P.E.
Public Works Director/City Engineer

cc: *Fred Galante, Esq., City Attorney*
Michael E. Story, City Administrator
File

CITY OF RIALTO

CONTRACT MATERIALS AGREEMENT FOR GOODYEAR TIRES

THIS AGREEMENT (herein "Agreement") is made and entered into this 13th day of October, 2015, ("Effective Date") by and between the CITY OF RIALTO, a municipal corporation ("City") and DANIELS TIRE SERVICE, INC., a California ("Contractor").

RECITALS

WHEREAS, the City desires to purchase vehicle tires and related products for the purpose of maintaining vehicles and equipment; and

WHEREAS, Contractor was the successful lowest responsible bidder for the provision of Goodyear Branded Tires, Related Products and Services; and

NOW THEREFORE, the parties hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

Contractor agrees to provide Goodyear Branded Tires and Related Products service as set forth in the "Scope of Work" attached hereto as **Exhibit "A"** and incorporated herein by reference ("Work"). Such Work is in response to the RFB No. (RFB No.16-006) issued by the City, which RFB is attached hereto as **Exhibit "B"** and incorporated herein by reference. Contractor represents and warrants that Contractor is a provider of first class work and materials and is experienced in delivering and/or performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow applicable professional standards required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Compliance With Law.

All Work rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of Work to be performed, (b) has carefully considered how the how the Work will be delivered and/or performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the Work under this Agreement. If the Work involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of work hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the

delivery of materials or performance hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City's Public Works Director/City Engineer or designated representative of the City, working in the Public Works Department.

1.4 Care of Work.

Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the Work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

2. PAYMENT

2.1 Price Term.

For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as **Exhibit "C"** and incorporated herein by this reference, but not exceeding the maximum contract amount of Sixty Thousand Dollars and Zero Cents ($60,000.00) ("Contract Sum").

In the event the City exercises any or all of the remaining four (4) options to extend the term of this contract by one additional year for each option, pursuant to Section 4 of the Agreement, the total compensation for the additional one (1) year period shall be equal to the compensation for the year prior to the extension plus any additional work added to the Agreement by mutual negotiation plus an increase equal to the prior year's compensation multiplied by the percentage upward change, if any, in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA (CPI)" for the most recent twelve (12) months for which statistics are available at the time that the City exercises its option to extend the Agreement.

2.2 Payment; Invoices.

Each month Contractor shall furnish to City an original invoice for all Work delivered and/or performed and expenses incurred during the preceding month in a form approved by City's Public Works Director/City Engineer. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate Work performed by more than one person.

City may independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

3. COORDINATION OF WORK

3.1 Representative of Contractor.

Doug Daniels Jr. is hereby designated as being the principal and representative of Contractor authorized to act on its behalf with respect to the obligations specified herein and make all decisions in connection therewith.

3.2 Prohibition Against Subcontracting or Assignment.

Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City. Any such prohibited assignment or transfer shall be void.

3.3 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, delivers or performs the Work required herein, except as otherwise set forth herein. The City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall deliver and/or perform all Work required herein as an independent contractor of the City and shall remain at all times as to the City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. The City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4. TERM

This Agreement shall continue in full force and effect for nine (9) months or until June 30, 2015, from the Effective Date ("Term"), unless either: (i) the City provides thirty (30) days written notice to the Contractor of the cancellation of the Contract; (ii) the Contractor provides thirty (30) days written notice to the City of the cancellation of the Contract; or (iii) the Agreement is extended by mutual agreement in writing by the

parties four (4) additional one (1) year terms. Said notice shall be delivered prior to June 30 for each one (1) year extension (if granted)..

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

5.1.1 *Comprehensive General Liability Insurance.*

A policy of comprehensive general liability insurance written on a per occurrence basis. If the Contract Sum is $25,000.00 or less, the policy of insurance shall be written in an amount not less than either (i) a combined single limit of $500,000.00 or (ii) bodily injury limits of $250,000.00 per person, $500,000.00 per occurrence and $500,000.00 products and completed operations and property damage limits of $100,000.00 per occurrence and $100,000.00 in the aggregate. If the Contract Sum is greater than $25,000.00 but less than or equal to $100,000.00, the policy of insurance shall be in an amount not less than either (i) a combined single limit of $1,000,000.00 for bodily injury, death and property damage or (ii) bodily injury limits of $500,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $500,000.00 per occurrence and $500,000.00 in the aggregate. If the Contract Sum is greater than $100,000.00, the policy of insurance shall be in an amount not less than $5,000,000.00 combined single limit.

5.1.2 *Worker's Compensation Insurance.*

A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

5.1.3 *Automotive Insurance.*

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

5.1.4 *Additional Insurance.*

Policies of such other insurance, including professional liability insurance, as may be required in the Special Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the City's Public Works Director/City Engineer. No Work under this Agreement shall

commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City.

The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

In the event the Contractor subcontracts any portion of the Work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

Contractor agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City.

6. MISCELLANEOUS

6.1 Warranties.

Contractor warrants and represents that the goods provided under this Agreement meet all local, State, and Federal requirements. In the event goods are defective in material or workmanship, the City shall have the right to reject the goods and Contractor shall have the right to correct such defects.

Contractor warrants that all goods provided under this Agreement shall be of good quality, shall be for their ordinary purpose, and shall be adequately contained and maintained for the life of the goods.

Contractor further warrants that it will perform all services and provide all goods in accordance with high professional standards in the industry, will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to

perform the services and provide the goods, and will perform the services and provide the goods in a manner that complies with all applicable laws and regulations.

6.2 Non-liability of the City Officers and Employees.

No officer or employee of the City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

6.4 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party shall be in writing and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

in the case of the City, to The City of Rialto
Attn: Public Works Director/City Engineer
150 S. Palm Ave.
Rialto, CA 92376\

with a copy to: Aleshire & Wynder
Attn: Fred Galante
18881 Von Karman Ave., Ste. 1700
Irvine, CA 92612

in the case of Contractor, to: Daniels Tire Service.

Attn: Doug Daniels, Jr.
1410 Citrus Street
Riverside, CA 92507

6.5 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

6.6 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.7 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement, except for documents expressly incorporated in the exhibits of this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

6.8 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.9 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's

consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or be made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.11 Governing Law.

This Agreement in all respects shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising herein shall be resolved in a court of law in the County of San Bernardino, California.

6.12 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

6.13 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:

CITY OF RIALTO, a municipal corporation

_____
Michael E. Story, City Administrator

ATTEST:

_____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Fred Galante, City Attorney

CONTRACTOR:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

[END OF SIGNATURES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2015 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF WORK

[on following pages]

GENERAL SPECIFICATIONS

1. Vendor Minimum Qualifications
    i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.

    ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.

    iii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this request.

    iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.

2. Personnel Requirements

    i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.

    ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

    iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.

3. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.

4. Product Testing **-** The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

5. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

6. Protection of Vehicles and Equipment. - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.

7. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.

8. Pricing submitted shall be consistent with current government pricing.

9. New Current Model Goods **-** Proposals submitted shall be for new, current model products and services.

10. Alterations **-** CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

11. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.

12. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.

13. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

14. **Specification of Manufacturer/Brand -** All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

15. Warranty

    i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.

ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.

iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.

16. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.

17. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

18. Pricing

i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.

ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.

iii. Price quotes shall include any and all payment incentives available to the City.

iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.

vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for

which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

vii. The discounted percentage noted will remain the same with each contract renewal.

19. Additions/Deletions to Specifications

i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.

ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.

iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

20. Delivery/Shipment

i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 245 South Willow Avenue, Rialto, CA 92376

ii. Shipping and delivery charges shall be built into unit costs for all items quoted.

iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered and the contract coverage has been completed.

iv. All deliveries shall be completed during the following business hours and days: 8:00 a.m. - 3:00 p.m., Monday through Thursday, excluding weekends and City holidays. No Friday deliveries will be accepted.

v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.

vi. Primary delivery location is: City of Rialto, Fleet Services, 245 South Willow Avenue, Rialto, CA 92376

vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.

viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as-needed basis.

ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.

x. All prices are to be Free On Board ("F.O.B.") Destination.

21. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.

ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.

iii. Cancel the tire order request

iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shut downs must be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

22. Product Discontinuance/Substitution

i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**

ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:

1. Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.

2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.

3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

TECHNICAL SPECIFICATIONS - TIRES

1. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.

2. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders and graders) are to be installed by the vendor.

3. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.

4. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

5. **Manufacturers' price lists**. The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.

6. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.

7. All tires furnished under this contract shall be all season tires unless otherwise stated.

8. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test and markings.

   i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction and temperature rating, where applicable.

   ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.

9. All tires will be of Nylon or other fabric construction unless otherwise specified.

10. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.

11. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**

12. Tire Categories and Types

    i. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.

1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.

3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.

ii. **Automobile/Passenger Vehicles**: These tires include common passenger car tires and are designated with a “P” at the beginning of the tire size.

1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

iii. **Light Duty Trucks Radial and Bias**: These tires can usually be identified by the letters “LT” at the beginning of the tire size.

1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

iv. **Medium Commercial/Heavy Duty Trucks**: These tires do not have a letter at the beginning of the tire size.

1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

v. **Off Road OTR Radial and OTR Bias**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vi. **Farm/Agriculture/Industrial**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

vii. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

TECHNICAL SPECIFICATIONS – ROADSIDE SERVICE

1. Emergency Services / Roadside Assistance Contractors shall:

a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.

b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.

c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.

d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.

e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.

f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rim sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City staff.

g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.

h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.

i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

EXHIBIT "B"

RFB NO. 16-006

[on following pages]

City of Rialto
Purchasing Division
Purchasing Manager: William Jernigan
Phone: (909) 820-2570 Fax: (909) 820-2600
Email: procurement@rialtoca.gov

REQUEST FOR BID #16-006
Goodyear Tires, Accessories, Services & Supplies

***Closing Date*: August 20, 2015, 4:00 P.M.**

RFB Number:	16-006
Due Date:	August 20, 2015
Time:	4:00 P.M.
Project:	Goodyear Tires, Accessories, Services & Supplies

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 4:00 P.M., Thursday, August 20, 2015. Sealed proposals shall be submitted to:

City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376
Attn: William Jernigan, CMP, CPPO

A. **NOTE:** Proposers are required to submit one (1) original RFP signed in ink, one (1) hard copies of the RFP, and one (1) electronic media version (*CD or USB Flash Drive*) copy of the RFP. Original and copies should be identified as such. Failure to provide copies may result in disqualification.

CITY OF RIALTO
STATE OF CALIFORNIA
NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN by the City Council that the City of Rialto Purchasing Division will be accepting sealed bids to establish a Goodyear branded tire supply and service contract for an active fleet of 426 vehicles/equipment which includes, passenger vehicles, Police patrol vehicles, light, medium and heavy trucks, Sport Utility Vehicles (SUVs), heavy machinery equipment and Fire apparatuses.

Bids must be received by Thursday, August 20, 2015 at 4:00 P.M., in the Purchasing Office, 249 S. Willow Ave. (City Yard) Rialto, California 92376

No Bid shall be considered unless it is made on the Bid Form furnished by the City of Rialto and is made in accordance with the provisions of the Request for Bid. All bids must be labeled RFB 16-006 Goodyear Tires, Accessories, Services & Supplies and the bid price must be firm for ninety (90) days from date of the bid opening in order to permit staff evaluation and City Council award. The City of Rialto City Council reserves the right to reject any or all bids in whole or in part and may waive any irregularities or informality in any bid to the extent permitted by law and when the public interest will be served thereby.

No oral interpretations will be made to any bidder as the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least 5 days before the time announced for opening the proposals. Interpretations will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All addenda shall be included in the contract when submitting the bid proposal.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

Bid packages are available online at www.rialtoca.gov. For additional information please direct questions to procurement@rialtoca.gov.

(s) William Jernigan
Purchasing Manager
City of Rialto

Publish:
Provide proof of publication

CITY OF RIALTO

REQUEST FOR BID #16-006
OVERVIEW & BACKGROUND

The City of Rialto lies in the west portion of the San Bernardino Valley, due west of the County Seat. Rialto is sixty miles east of Los Angeles and 103 miles north of San Diego. Rialto is proud to be a city of commercial, residential, educational, cultural and industrial growth.

Rialto is an ethnically diverse and progressive community, which boasts several unique community assets including its own Police and Fire Departments, a City owned Racquet and Fitness Center, Performing Arts Theater, a Community Center and Senior Center. Rialto is conveniently located to various recreational pursuits from the mountains, beaches and desert.

City of Rialto
Diversity Business Statement

The City of Rialto encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.

Small Business Concerns Information

The bidder shall furnish the following information. Additional sheets may be attached, if necessary.

(1) Name: _____

(2) Address: _____

(3) Phone No.: _____Fax No.:_____

(4) E-Mail: _____

(5) Type of Firm: (Check all that apply)

_____ Individual _____ Partnership _____ Corporation

_____ Minority Business Enterprise (MBE) _____ Women Business Enterprise (WBE)

_____ Small Disadvantaged Business (SDB) _____ Veteran Owned Business

_____ Disabled Veteran Owned Business _____ Other

(6) Business License: _____Yes _____No License Number: _____

(7) Tax Identification Number: _____

(8) Contractors License: State: License No. : _____ Classification(s)_____

(9) Names and Titles of all members of the firm:

_____ _____

_____ _____

_____ _____

(10) Number of years as a contractor in construction work of the type: _____

(11) Three (3) projects of this type recently completed:

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

Type of project: _____

Contract Amount: _____ Date Completed: _____

Owner: _____ Phone: _____

(12) Person who inspected the site of the proposed work for your firm:

Name: _____ Date of Inspection: _____

CITY OF RIALTO

SPECIFICATIONS
REQUEST FOR BID #16-006

The City of Rialto is soliciting bids to establish a Goodyear branded tire supply and service contract for an active fleet of 426 vehicles/equipment which includes, passenger vehicles, Police patrol vehicles, light, medium and heavy trucks, Sport Utility Vehicles (SUVs), heavy machinery equipment and Fire apparatuses. The City uses a wide range of tire sizes, weight ratings, and tread patterns. The awarded contractors shall have the ability to supply all sizes and tread designs.

The City intends to award a contract to a qualified vendor, or multiple vendors, that will provide the best value to the City for the requested services based upon the specifications included in this document.

Contractor shall furnish all labor, personnel, service, supervision, documentation, insurance, permits, licenses, tires, material, supplies, equipment, parts, warranties, paid all taxes, benefits, fuel surcharges, shipping, transportation, delivery fees, disposal charges, mileages, parking and any other ancillary fees, tolls, travel time, freight, and all other overhead costs including incidentals, necessary to perform the scope of services and supply products as described herein. **Bidders do not have to provide all services to be considered for award**.

The fleet of vehicles and equipment to be maintained are located in various City Departments. The City has the right to alter or modify the fleet, both in character and quality, in its sole and absolute discretion without any notice provided to the Contractor.

All quantities provided are an approximation of what would be needed on a yearly basis. The estimated quantities are provided below to assist the vendor in preparing a Bid and are subject to change.

The following is a list of tires the City commonly purchases. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

PART NUMBER	DESCRIPTION	QUANTITY
01-225-70-15	225-70-15 GOODYEAR SRA	8
01-235-75-15	P235/75R15C WRANGLER HT	8
01-225-60-16RSA	225/60.R16 RSA	20
01 -225-75-16	01-225-75-16 WRANGLER HT	12
01-235-55-17RSA	235-55-17 GOODYEAR RSA PURSUIT TIRE	100
01-275-65-18	275-65-18 GOODYEAR	12

245-55-R18	245-55-R18 EAGLE RSA PURSUIT TIRES	250
N/A	205-75-R14 C	4
N/A	225-75-R15 D NAN M/S ,108 TL H	5
N/A	11-R22.5 H BST R250ED SWP	4
N/A	12-R22.5 H MIC XZE	6
N/A	225-70-R19.5 G CONT HSR	18
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*
N/A	11-R22.5 H MIC XDE N/S	20*
N/A	12-R22.5 H MIC XZE	20*
N/A	22.5X12.25	20*
N/A	11R22.5 H MIC	20*

*Indicates the tires which must be installed by vendor.

GENERAL SPECIFICATIONS

23. Vendor Minimum Qualifications
    i. Vendor shall be regularly and continuously engaged in the business of providing tires and tire services to other municipalities for at least five (5) years.

    ii. Contractor shall be authorized dealers, jobbers, warehouse retailers, or warehouse distributors for approved tires brands. In addition, they must carry sufficient stock or have immediate access to such tires as to satisfactory furnish the City with all of its requirements.

    iii. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this request.

    iv. Special License and Permits - The vendor shall have and maintain all valid licenses and permits as required by the State of California and the City of Rialto to conduct business as described in this RFB Document.

24. Personnel Requirements

    i. The vendor shall provide personnel fully trained in all phases of work requested and with all brands and models of vehicles and equipment used by the City.

    ii. The vendor shall assign a supervisor/account manager working regular hours for the duration of this contract. The supervisor/account manager shall be capable of communicating effectively both in written and verbal English. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.

    iii. Contractor's account manager shall be familiar with City requirements and standards and work to ensure that established standards are adhered to.

25. Project Inspections - Upon request, the vendor or his representative will inspect the vehicle and/or equipment with the City representative, or the City Personnel, for the

purpose of determining compliance with the specifications or to discuss required work. The vendor's representative shall be authorized to sign documents and implement changes to the job.

26. Product Testing **-** The City reserves the right to request and test equipment/products and services and/or services from the apparent successful Bidder. Prior to the award of the Contract, the apparent successful Bidder, if requested by the City, shall furnish current information and data regarding the Bidder's resources, personnel, and organization within three (3) days.

27. Safety - Vendor shall be responsible for providing a safe work place, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), and any other applicable government law or City Risk Management standards.

28. Protection of Vehicles and Equipment. - The vendor shall exercise due care in protecting from damage all City-owned vehicles, vehicle accessories, and equipment both attached to and contained within the City's vehicles. Any damage to City property deemed to be caused by the vendor's negligence shall be corrected or paid for by the vendor at no cost to the City. If the City requests or directs the vendor to perform work on a specific vehicle, it will be the vendor's responsibility to verify and locate any potential issues, i.e., damaged exterior parts or windshields. This specification does not release the vendor of the responsibility for taking reasonable precaution when working on City vehicles. Any damage or problems shall be reported immediately to the City.

29. Negligence - Any damage to the City's property which has been determined to be due to the vendor's negligence shall be corrected at no additional cost to the City. Vehicle, vehicle accessory and equipment damage attributable to improper care by the vendor shall be corrected by the vendor at no additional cost to the City.

30. Pricing submitted shall be consistent with current government pricing.

31. New Current Model Goods **-** Proposals submitted shall be for new, current model products and services.

32. Alterations **-** CONTRACTOR shall not have the right to install equipment or make any minor alterations to any CITY-owned vehicles or equipment without prior written consent of CITY. CONTRACTOR shall not post any notices, announcements or other materials in or on equipment unless approved by CITY.

33. Repossession - In the event of termination of Agreement, CITY shall have the right to take immediate possession of all CITY-provided equipment, vehicles and other assets that may be in the CONTRACTOR'S possession.

34. Minimum Order Requirements - The City does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation

purposes only and may not reflect the actual quantity required during the duration of the contract.

35. Technical and Descriptive Literature - Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.

36. **Specification of Manufacturer/Brand -** All tires shall be the specific brand listed on the bid schedule. No other brands shall be considered, due to the City's desire to standardize in order to minimize the amount of parts inventories and training required to service and maintain the City's fleet of vehicles.

37. Warranty

    i. The Bidder warrants that all products, equipment, products, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty that includes materials and labor.

    ii. Dealer/Distributors/Re-sellers/Retailers agree to assist the City in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the dealer's or contractor's warranty will be passed on to the City.

    iii. Upon notice by the City, Contractor/Supplier will promptly repair or replace without charge any tire or tube delivered on orders placed that is found not to comply with the specifications or to be defective in construction.

38. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.

39. Bidder's Warrants - The Bidder warrants all goods and services furnished hereunder will be free from liens and encumbrances; and defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFB including any specifications or standards. In addition, Bidder warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

40. Pricing

    i. All pricing as quoted will remain firm for the term of any contract that may be awarded as a result of this RFB.

ii. Bidder agrees that, in the event of a price decline, the benefit of such lower price shall be extended to the City.

iii. Price quotes shall include any and all payment incentives available to the City.

iv. Any delivery charge must be included in the cost per item price. Additional charges not agreed to in advance by the City will not be allowed.

v. The per item costs, as bid, will apply to any item of identified and added during the term of the Contract.

vi. Contract Renewal: The Contract may be extended by the City for up to four (4) consecutive one (1) year option renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties. Should the City elect to exercise the option to extend this agreement for an additional one (1) year period, the Parties shall negotiate pricing for such period prior to commencement of the additional one year period. Negotiated price increases during the additional one (1) year period shall not exceed the percentage change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Los Angeles, Riverside and Orange County, CA" (CPI) for the most recent twelve months for which statistics are available. This method of price negotiation shall apply to each extension period exercised. Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

vii. The discounted percentage noted will remain the same with each contract renewal.

41. Additions/Deletions to Specifications

i. The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the City's fleet of vehicles without notice to the vendor.

ii. The Bidder agrees to accept any and all vehicles or items of equipment added to the City's Vehicle Fleet at the cost per vehicle during the course of this contract.

iii. The per vehicle, item or task costs, as bid, will apply to any vehicle or item of equipment added during the term of the Contract.

42. Delivery/Shipment

i. All pricing shall be FOB destination at the City of Rialto, Fleet Division, located at 247 South Willow Avenue, Rialto, CA 92376

ii. Shipping and delivery charges shall be built into unit costs for all items quoted.

iii. The awarded Contractor/Supplier shall insure the product(s) for all risk of loss or damage. The awarded Contractor/Supplier shall retain title and control of goods until they are delivered and the contract coverage has been completed.

iv. All deliveries shall be completed during the following business hours and days: 8:00 a.m. - 3:00 p.m., Monday through Thursday, excluding weekends and City holidays. No Friday deliveries will be accepted.

v. The City will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly.

vi. Primary delivery location is: City of Rialto, Fleet Services, 247 South Willow Avenue, Rialto, CA 92376

vii. Contractor agrees to maintain an adequate inventory or ability to quick source all tires within twenty-four (24) hours. Out-of-stock, but not back ordered, tires shall be delivered within forty-eight (48) hours.

viii. The City, at its discretion, may pick-up awarded bid items from the successful Contractor's local outlet and warehouse at any time on an as-needed basis.

ix. No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by the City, will be paid by the City unless expressly included and itemized in the bid.

1.

x. All prices are to be Free On Board ("F.O.B.") Destination.

2.

43. Late Delivery/Back Orders Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Contractor to notify the City in writing of any backorders and advise them of expected or projected delivery date. In the event any order that will take more than 10 days past the initial original order request date, the City shall so advise Contractor and may proceed with the following options:

i. Allow the awarded Contractor to substitute a tire if it meets the same minimum specification requirements of the backordered tire(s) at the same bid price or less.

ii. Procure the tire(s) from alternative source based on the manufacturer list price discount stated in Section II.

iii. Cancel the tire order request

iv. **Note: Continuous failure or inability to meet delivery requirements requested by the City on all awarded items shall be sufficient cause for termination of the contract. All delays in delivery due to tire manufacturer production run schedule and/or factory shut downs must be provided in writing and signed by authorized manufacturer representative on the tire manufacturer's letterhead. The letter must state the tire brand, product number and series number affected by the delivery delays.**

44. Product Discontinuance/Substitution

    i. Written notification is required to the City's Fleet Division on any and all notice(s) of discontinue or substitution of product. **No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the City.**

    ii. In the event that a manufacturer discontinues a product and/or model, the City may allow the successful Contractor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the City:

        1. Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.

        2. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.

        3. Documentation from the manufacturer that the product or model has been discontinued. Documentation that names the replacement product or model.

TECHNICAL SPECIFICATIONS - TIRES

13. Tires for passenger vehicles, Sport Utility Vehicles (SUVs), light trucks, medium trucks shall be installed by the City's Fleet Division staff.

14. Tires for heavy duty trucks, Fire engines and apparatuses and off-road equipment (such as tractors, backhoes, loaders and graders) are to be installed by the vendor.

15. All tires furnished under this contract must be "new" and unused. Only manufacturer current production items should be proposed.

16. All tires listed are examples of the sizes, load range, and speed rating needed by the City. The quantities shown are an estimate only of what may be purchased during the contract period and will be ordered on an as-needed basis. **The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

17. **Manufacturers' price lists**. The price list and/or catalog (hard or electronic copy) for each manufacturer must be provided within two (2) City of Rialto business days of request. The list provided must include the "SKU number" for each item being provided.

18. All tires shall be first line, equal to or exceeding Original Equipment Manufacturer (OEM) quality.

19. All tires furnished under this contract shall be all season tires unless otherwise stated.

20. All tires shall be in accordance with applicable state and federal regulations and requirements in every respect, including construction, materials, test and markings.

    i) Tire markings shall include name of manufacturer, brand name, order/part number (if any), size of the tire, and the tread wear, traction and temperature rating, where applicable.

    ii) Tube markings shall include manufacturer, brand name and size of the tube. Only those tires having current tread design and width will be accepted.

21. All tires will be of Nylon or other fabric construction unless otherwise specified.

22. Discontinued tread designs, undesirable tread width, thickness, or any other condition specified by the City as unacceptable will not be considered.

23. **Any deviations to the bid specifications found unacceptable by the City of Rialto may result in rejection of the Bidder's Proposal.**

24. Tire Categories and Types

    viii. **Pursuit and Performance Tires** - tires for police and other pursuit vehicles and for other high speed, performance vehicles.

        1. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.

        2. Tires shall be new, standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics.

        3. Contractor shall provide certification to the City upon delivery that such tires meet such certifications and all laboratory test and size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with the Department of Transportation ("DOT") compliance symbol.

    ix. **Automobile/Passenger Vehicles**: These tires include common passenger car tires and are designated with a "P" at the beginning of the tire size.

        1. Common applications for these types of tires would be passenger cars and mini vans. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

    x. **Light Duty Trucks Radial and Bias**: These tires can usually be identified by the letters "LT" at the beginning of the tire size.

1. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xi. **Medium Commercial/Heavy Duty Trucks**: These tires do not have a letter at the beginning of the tire size.

1. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

2. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xii. **Off Road OTR Radial and OTR Bias**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xiii. **Farm/Agriculture/Industrial**:

1. Tires shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

xiv. **Specialty Tires:** Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, industrial, and aviation tires.

1. Special tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles.

II. TECHNICAL Specifications – Roadside Service

2. Emergency Services / Roadside Assistance Contractors shall:

a. Provide emergency services and roadside assistance for large equipment (such as loaders, graders and backhoes), trucks and Fire apparatuses. Services to include, but are not limited to, flat tire repair/replacement and towing vehicle or equipment to City approved repair facility.

b. Roadside service for tire replacement shall include all necessary parts, including but not limited to, valves, stems, cores and caps.

c. At a minimum, Contractor shall respond to any location within twenty miles of City limits.

d. Contractor shall **respond** to a service call anywhere within the City within one (1) hour of notification.

e. Contractor shall provide emergency road and off road tire repairs twenty-four (24) hours, seven (7) days a week, as requested by the City.

f. Contractor shall be able to provide emergency or roadside service either with a mobile service or at the Contractor's facility for all tire rim sizes above 19.5. Generally rim sizes below 19.5 are replaced in house by City staff.

g. Contractor shall make available to the City, a telephone number where Contractor can be reached twenty-four (24) hours a day, seven (7) days a week, in case of an emergency.

h. Emergency road repairs shall be **completed** within three (3) hours of notification to Contractor of such request.

i. Service Report - Contractor shall provide a report itemizing the goods and/or services provided within 72 hours of completion of work performed.

CITY OF RIALTO
SUPPLEMENTAL QUESTIONNAIRE
BID NUMBER #16-006

Please answer the questions listed below. Your proposal will be considered "Non-Responsive" if these questions are not answered. If a question is not applicable, please state "N/A" for your response.

1. Business Name

_____
_____

2. Provide a general description of the equipment/products and/or services you are offering to the City of Rialto. (For example; tires or emergency roadside service.)

_____
_____
_____

3. Specify your company business and delivery hours:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

4. Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out. If all of the proposed work will be performed by the Bidder, please state that in the space below:

_____
_____
_____
_____

5. Please provide a copy of your Verification or Authorization to offer the tire products proposed and to honor the manufacturers' warranty. If the Bidder is a dealer, re-seller or retailer of the products and/or services being proposed, the bid must include documentation from the manufacturer verifying the Bidder's authorization to provide the requested products, services and honor warranties.

6. Please provide a copy or description of your Shipping/Delivery, Exchange and Returns program(s) and policy(s).

7. Does your firm offer same day deliveries? If so, please specify the requirements and/or deadlines for same day deliveries.

_____
_____
_____
_____

8. Does your firm have a local store-front and/or Warehouse/Distribution Center within a thirty (30) minute travel time from the City of Rialto capable of providing the goods listed herein at the time of bid submission?

Yes _____ No _____.

9. If yes, please provide the name, address, and telephone number of the nearest location(s) below:

_____
_____
_____
_____

10. Will City of Rialto authorized personnel be allowed to pick-up tires from this warehouse/distribution center?

Yes _____ No _____.

11. Once a call for service (within 20-miles of the City of Rialto) is received, your service technicians can respond to the site or City facility and repair or replace the tire within 1 hour.

Yes _____ No _____

If no, what guaranteed response time can your service technician respond within and why should the different amount of time be acceptable to the City?

_____
_____
_____

Pricing Model

As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are:

_____ a. The same as typically offered to an individual municipality or school district.

_____ b. The same as typically offered to cooperative procurement organizations or state purchasing departments.

_____ c. Better than typically offered to cooperative procurement organizations or state purchasing departments.

_____ d. Other. Describe pricing level being offered to the City of Rialto.

_____
_____
_____

Discount for tires/tubes that are not specifically listed on the Bid Schedule: Bidders are to state the percentage (%) discount off the manufacturer's list price schedule for all tires offered for the categories listed below that maybe required throughout the contract duration.

_____
_____
_____
_____

Do you offer quantity or volume discounts?

_____ YES _____ NO

Please discuss how your discount program works including guidelines and program information. Attach additional sheets of paper if needed.

_____
_____
_____
_____

CITY OF RIALTO
BID SCHEDULE
BID NUMBER #16-006

INSTRUCTIONS:

If awarded a contract, the following Unit Prices shall be incorporated into the Bidder's contract. The Unit Prices identified on the Bid Schedule shall be transferred to the contract for the corresponding services required**. The City makes no guarantee as to the number and/or frequency of vehicles tires to be purchased pursuant to this contract.**

PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICING	ESTIMATED TOTAL AMOUNT
01-4.80-12	4.80-12 TRAILER TIRE	4	$	$
1.75 -80-13	175-80-13 TRAILER TIRE	12	$	$
01-205-65-15	205-65-15	8	$	$
01-215-70-15	215-70-15	8	$	$
01-215-75-15	215-75-15	8	$	$
01-225-70-15	225-70-15 GOODYEAR SRA	8	$	$
01-235-75-15	P235/75R15C WRANGLER HT	8	$	$
01-225-60-16RSA	225/60.R16 RSA	20	$	$
01 -225-75-16	01-225-75-16 WRANGLER HT	12	$	$
01-215-60-17	215-60-17	12	$	$
01-235-55-17RSA	235-55-17 GOODYEAR RSA PURSUIT TIRE	100	$	$
01-235-60-17	235-60-17 PASSENGER TIRE	40	$	$
01-275-60-17	275-60-17	20	$	$
01-275-65-18	275-65-18 GOODYEAR	12	$	$

01-245-55-18RSA	245-55-R18 EAGLE RSA PURSUIT TIRES	200	$	$
01-225-70-R19.5	225-70-R19.5	40	$	$
245-55-R18	245-55-R18 EAGLE RSA PURSUIT TIRES	200	$	$

PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICING	ESTIMATED TOTAL AMOUNT
N/A	205-75-R14 C	4	$	$
N/A	225-75-R15 D NAN M/S ,108 TL H	5	$	$
N/A	11-R22.5 H BST R250ED SWP	4	$	$
N/A	12-R22.5 H MIC XZE	6	$	$
N/A	225-70-R19.5 G CONT HSR	18	$	$
			Estimated Grand Total Bid for Tires:	**$**

TIRES AND INSTALLATION Installation at Vendor's Facility or Mobile Service				
PART NUMBER	**DESCRIPTION**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**ESTIMATED TOTAL AMOUNT**
N/A	225/70R19.5 G	20	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	4*	$	$
N/A	11-R22.5 H MIC XDE N/S	5*	$	$
N/A	12-R22.5 H MIC XZE	25*	$	$
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	20*	$	$
N/A	11-R22.5 H MIC XDE N/S	20*	$	$
N/A	12-R22.5 H MIC XZE	20*	$	$
N/A	22.5X12.25	20*	$	$
N/A	11R22.5 H MIC	20*	$	$
			Estimated Grand Total Bid for Tires and Installation at Vendor's Facility or Mobile Service:	**$**

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

TIRES AND RELATED ACCESSORIES, SERVICES AND SUPPLIES – GOODYEAR TIRES
Request for Bid 16-006

Bid Schedule – Emergency/Roadside Service

List any charges for Emergency or Roadside Service within twenty (20) miles of City of Rialto's city limits. Any charges not listed below should be described and included in the space provided.

ROADSIDE SERVICE CHARGES **Category 1** **For Sport Utility Vehicles (SUV), Passenger Vehicles or Light Trucks (1/2 ton to 3/4 ton)**		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____
Name of Bidder or Firm

ROADSIDE SERVICE CHARGES **Category 2** **For Ambulances, Dump Bed Trucks or Medium Trucks (1 ton to 1 1/2 ton)**		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

ROADSIDE SERVICE CHARGES Category 3 For Fire Engines and Apparatuses		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

ROADSIDE SERVICE CHARGES Category 4 For Off-Road Equipment (Tractors, Backhoes, Loaders and Graders)		
A	On site labor charge	$
B	Dismount/Mount labor charge	$
C	Flat repairs labor charge	$
D	Parts charges	$
E	Valve stems	$
F	Flat repair supplies	$
G	Shop supplies charges	$
H	Tire disposal fee	$
I	State recycle fees	$
	(List any additional charges below)	
J		$
K		$
I		$
	Total Per Call	$

Please describe pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

_____

_____

_____

Contractor's Acknowledgment:

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform the required services at the Unit Prices specified for the duration of the term of a contract awarded by the City. Pursuant to the Instructions, the estimated quantities are shown only to identify a potential amount of monthly services and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. The Unit Prices identified shall govern, and the Contractor shall be bound to the Unit Prices, regardless of the actual quantity of services required during the term of a contract awarded by the City.

_____

Name of Bidder or Firm

CITY OF RIALTO
REQUEST FOR BID
BIDDER SIGNATURE DECLARATION

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFB document and any written exceptions in the offer accepted by the City.

This bid is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a bid; and the bidder has not in any manner sought by collusion to secure for themselves an advantage over any other bidder.

Each bid must be signed on behalf of the bidder by an officer authorized to bind the bidder to the bid. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

_____	_____
Company Name	Signature of Authorized Person
_____	_____
Address	Printed Name
_____	_____
City State Zip Code	Title
_____	_____
City of Rialto License Number	Date

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFB and the following addenda. Failure to indicate receipt of addenda may result in the bidder being rejected as non-responsive.

ADDENDUM #_____DATED_____ ADDENDUM # _____DATED_____

ADDENDUM #_____DATED_____ ADDENDUM # _____DATED_____
(If additional addenda are issued, attach a complete listing of these addenda when submitting this bid.)

No Bid

In order to help us improve our internal processes and become a better customer, if you are not submitting a Bid, please state the reason(s) why and return this page to the Purchasing Manager.

_____

_____

CITY OF RIALTO

REQUEST FOR BID
STATEMENT OF REFERENCES

List and describe fully the last four contracts performed by your firm which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 2

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 3

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Reference No. 4

Customer Name: _____
Contact Individual: _____ Phone No: _____
Address:_____
Contract Amount: _____ Year: _____
Description of work done:_____

Please list all City of Rialto projects completed with in the last five (5) years.

Project Name: _____
Contact Individual: _____ Phone No: _____
Project Location:_____
Contract Amount: _____ Year: _____
Description of work done:_____

CITY OF RIALTO

REQUEST FOR PROPOSAL #16-006
GENERAL INFORMATION

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Bidders acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Bidder shall identify those services (if any) that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime Consultant is also responsible for paying its employees and any subconsultants the prime Consultant hires.

This RFB does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Bidder submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this solicitation at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

Questions and comments regarding this solicitation must be submitted in writing, either by mail, delivery, facsimile, or email address to:

Mail: City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376

Delivery: City of Rialto
Purchasing Division
249 S. Willow Avenue
Rialto, CA 92376

FAX: (909) 820-2600
(909) 421-4965
EMAIL: procurement@rialtoca.gov

Any questions relating to this Request for Bid must be received at least 5 City business days prior to closing date, any questions received after this deadline will not be addressed.

The City Offices are closed every Friday and the following Holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas.

The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All answers, if any, made by the City will be sent in writing to all known proposal holders and posted to the City's website.

Proposers, their representatives, agents or anyone else acting on their behalf are specifically directed NOT to contact any City employee, Commission member, Committee member, Council member, or any other agency employee or associate for any propose related to this entire RFB process other than as directed above. Contact with anyone other than as directed above may be cause for rejection of proposal.

B. CITY OF RIALTO

REQUEST FOR PROPOSAL #16-006

III. GENERAL TERMS AND CONDITIONS – RFB

Definition of Terms
The following terms used in the RFB documents shall be construed as follows:

1. "City" shall mean the City of Rialto.
2. "Consultant/ Bidder/Contractor" shall mean the individual, partnership, corporation or other entity to which this agreement is awarded.
3. "Supplier/ Bidder/Consultant" shall be considered synonymous with term "proposer".
4. "Contract/agreement" shall be considered synonymous with term "contract".
5. "Evaluation Committee" is an independent committee established by the City to review, evaluate, and score the bids, and to recommend award to the bidder that submitted the bid determined by the committee to be in the best interest of the City.
6. "May" indicates something that is not mandatory, but permissible.
7. "Must/Shall" indicates a mandatory requirement. A bid that fails to meet a mandatory requirement will be deemed non-responsive, and not be considered for award.
8. "Bidder" shall mean the person or firm making the offer.
9. "Bid" shall be the offer presented by the bidder.
10. "RFB" shall be the acronym for Request for Bid.
11. "Should" indicates something that is recommended, but not mandatory. Failure to do what "should" be done will not result in rejection of your bid.
12. "Submittal Deadline" shall be the date and time on or before all bids must be submitted.
13. "Successful Bidder" shall be the person, consultant, or firm to whom the award is made.

City Business License
Proposer shall secure, at the proposer's own cost, the appropriate business license from the City prior to beginning any work or delivering any equipment or material to be furnished under this specification and bid. This must be initiated within six City working days after notification of award.

Consultant's Address and Legal Services
The address given in the bid shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

Cost of Preparing Bid
Any and all costs incurred responding to this RFB**,** conducting demonstrations or any other related activities, shall be borne by the proposer and the City shall not be liable for any of these costs.

Informed Bidder
Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at proposer's own risk and they cannot secure relief on the plea of error.

Bidding Errors
Bidder is liable for all errors or omissions incurred by bidder in bid. Bidder will not be allowed to alter bid documents after the due date for bid submission.

The City reserves the right to make corrections due to errors identified in bid by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious

error. Any changes will be date and time stamped and attached to bid. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager.

Waiver of Minor Administrative Irregularities
The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any bid.

Rejection of Bid
The City reserves the right, as the interest of the City requires, to reject any or all bids, to waive any minor informality in bids received, to reject any unapproved alternate bid(s), and reserves the right to reject the bid of any bidder who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all bids shall not render the City liable for costs or damages.

Bid Format and Submittal
All bids must be submitted in writing on the enclosed Request for Bid documents. Bids accepted by the City in writing constitute a legally binding contract offer. All materials submitted shall become a part of the bid. Bids are required to submit one (1) original RFB signed in ink, one (1) hard copies of the RFB, and one (1) electronic media version copy of the RFB. Original and copies should be identified as such. Written bid must be presented in a sealed package. Bidder must enter the bid number, title, and Bidder's name on the outside of the package. Sealed bids are to be delivered to the address listed in this RFB no later than the stated proposal opening date and time.

Bidder shall complete and return all applicable documents including forms, specifications, drawings, schematic diagrams, and any technical and/or illustrative literature. The Purchasing Manager may deem a bidder non-responsive if the bidder fails to provide all required documentation and copies. Bid must be signed by a duly authorized officer eligible to sign contract documents for the proposer. Consortiums, joint ventures, or teams submitting bids will not be considered responsive unless it is established that all contractual responsibility rests solely with one bidder or one legal entity. The bid must identify the responsible entity.

Bids shall be based only on the material contained in the RFB, pre-bid conference responses, amendments, addenda and other material published by the City relating to the RFB. The bidder shall disregard any previous draft material and oral representations which may have been obtained from the bidder.

Bids that are unnecessarily elaborate beyond what is sufficient to present a complete and effective bid are not desired.

The information requested and the manners of submission are essential to permit prompt evaluation of all bids on a fair and uniform basis. Accordingly, the City reserves the right to declare as non-responsive and reject any bids in which information requested is not furnished or where direct or complete answers are not provided.

The bidder shall not change any wording in the RFB or associated documents. Any explanation or alternative offer shall be submitted in a letter attached to the front of the bid documents. Alternatives that do not substantially meet the City's requirements cannot be considered. Bids offered subject to conditions or limitations may be rejected as non-responsive.

Submitting Bids
a) Submittal Deadline: Bids must arrive in the Purchasing Office by the submittal deadline shown in these specifications or subsequent addenda. Bids may be submitted by hand, by courier, or any other method specified herein.
b) Responsibility: Bidders are solely responsible for ensuring that their bids are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of bids shall be made at the office specified in the

Request for Bids. Deliveries made before the submittal deadline, but to the wrong City office will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline.

c) Extension of Submittal Deadline: The City reserves the right to extend the submittal deadline when it is in the best interest of the City.
d) Addendums: All addendums will be posted on The City of Rialto website at www.rialtoca.gov under Featured Resources Bid/Proposals. Suppliers are encouraged to check the website periodically for updates.
e) Email/Facsimile Transmissions: Bids may NOT be submitted by email or facsimile, unless otherwise specified herein.
f) Forms: To be considered for award, each bid shall be made on forms furnished by the City.
g) Late Bids: The submittal deadline IS FIRM. Bids will NOT be accepted after the submittal deadline and will be returned to the Bidder unopened.
h) Signature: To be considered for award, each bid shall be signed by an authorized representative of the Bidder.
i) Sealed Bids: Bids MUST BE sealed upon submittal (e.g., envelope, package, box, etc.)

Bids Property of City/Proprietary Bid Material
All bids submitted in response to this RFB shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Bidders must identify all copyrighted material, trade secrets or other proprietary information that the bidder claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a bidder claims such an exemption, the bidder is required to state in the bid the following: "The bidder will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

Failure to identify sections exempt from disclosure and to include such a statement shall constitute a waiver of a bidder's right to exemption from this disclosure.

Bid Acceptance Period
Unless otherwise stated, bids shall be irrevocable for a period of 90 days following the bid opening date.

Multiple Bids
Bidders interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions, and specifications of the RFB.

California State Board of Equalization Permit
Bidder shall enter the company's State of California Board of Equalization permit number on the bid form. If the company does not have this permit, the bidder shall sign the bid form declaring that the company has no California sales tax permit.

Applicable Laws
Selected Bidder is required to comply with all existing State, Federal, and Local laws. If Bidder outsources any work or job to a sub-bidder, it will be the prime Bidder's responsibility to ensure that all sub-bidders meet the requirements as stated in this RFB.

Withdrawal of Bid
Bidder may withdraw bid in writing at any time prior to the specified bid due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder must be submitted to the Purchasing Manager or appropriate email sent to procurement@rialtoca.gov. After withdrawing a previously submitted bid, the bidder may submit another bid at any time up to the bid closing date and time.

Bidder agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the bid. Bidder acknowledges that the original bid and costs provided stand. However, Bidder has the option of withdrawing a bid at any time until closing date and time of RFB.

Lowest Ultimate Cost and Best Overall Value to the City of Rialto
A final contract will be awarded to the highest ranked competitively priced and qualified bidder. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified bid. The determination of the most qualified and most competitively priced bid may involve all or some of the following factors: price, thoroughness of the bid package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/Scope of Work; terms of payment; compatibility, as required; number of sub-bidders the main Bidder may need to employ for outsourced work; other costs; and other objective and accountable factors which are reasonable. The City reserves the right to select a Bidder to perform all of the work identified in the RFB, or only selected portions based on price and/or other factors.

Bid Protests
All protests concerning the award, evaluation, recommendation or other aspect of the selection/bidding process must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for the protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

All protests must be mailed to:

City of Rialto
Purchasing Division
150 S. Palm Avenue
Rialto, CA 92376
Attn: Purchasing Manager

All protests must be received by the Purchasing Manger as soon as possible and will be addressed in writing within 5 City business days.

Execution of Notice of Award
A response to this RFB is an offer to contract with the City based upon the terms, conditions, service level agreements, and specifications contained in the RFB.

A contract will be formed when the Purchasing Manager awards the contract to the selected bidder(s) by creation of a Purchase Order.

Modifications/Change Orders/Amendments
Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of resultant agreement must be made by written change order approved by the Purchasing Manager, and the Contractor.

The City shall neither pay for nor be obligated to accept any modifications performed by consultant without a written change order.

Permits/License
It is the responsibility of the Bidder to provide any permits/licenses which may be required of Local, State, or Federal regulations at no cost to the City.

Cooperative Purchasing
The City desires that the prices, terms, and conditions contained in any agreement resulting from this RFB may be offered to any other government agency. The bidder shall state in the bid if willing to allow such cooperative purchasing. Any resulting cooperative purchasing shall be between the consultant and governmental agency desiring such cooperative purchasing, as long as specifications are similar and the agreements are reached within a year of original bid.

Contractual Disputes
The Consultant shall give written notice to the Purchasing Manager of his intent to file a claim for money, or other relief at the time of the occurrence, or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the Purchasing Manager no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Manager shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Manager's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the City Administrator, or designee. The City Administrator shall render a decision within sixty (60) days of receipt of the appeal.

General Bid Conditions

1. All price and notations must be typewritten or written in ink. Erasures are NOT PERMITTED. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. Please bid HEREON your lowest price, best delivery date, cash discount terms, and F.O.B. point for items listed. No charges for transportation, containers, packing, etc, or for any other purpose will be allowed unless so specified in your bid. Bid on each item separately and extend net unit prices.
3. State brand, or make on each item. If quoting an article exactly as specified, the words or equal must be stricken out by the vendor. If quoting on other then the make, model or brand specified, the manufacturers name and the catalog number must be given, or descriptive cutsheet and information attached to the quotation.
4. Any contract awarded as a result of the bid will be subject to the City's usual purchase order instructions, agreements and conditions.
5. All bids/proposals must be signed with the firms name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
6. Any and all costs incurred responding to bids/proposals conducting demonstrations or any other related activities, shall be borne by bidder/proposer and the City shall not be liable for any of these costs.
7. Bidder/proposer is liable for all errors or omissions incurred by bidder/proposer in bid/proposal. Bidder/proposer will not be allowed to alter bid/proposal documents after the due date for submission. The City reserves the right to make corrections due to errors identified in bid/proposal by the City or the bidder/proposer. This type of change will be date and time stamped and attached to bid/proposal. All changes must be coordinated in writing with, authorized by and made by the Purchasing Manager or designated representative.
8. The City reserves the right, as the interest of the City requires, to reject any or all bids/proposals, to waive any minor informality in bids/proposals received to reject any unapproved alternate bid(s)/proposals, and reserves the right to reject the bid/proposal of any bidder/proposer who has previously failed to perform competently in any prior business relationship with the city. The rejection of any or all bids/proposals shall not render the City liable for costs or damages.
9. Late bids/proposals will not be accepted and shall be returned to the bidder/proposer unopened. Bidder/proposer may withdraw bid/proposal in writing at any time prior to the specific due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the bidder/proposer must be submitted to the Purchasing Division. After withdrawing a previously submitted bid/proposal, the bidder/proposer may submit another bid/proposal at any time up to the specified due date and time.
10. The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
11. Samples of items, when required, must be furnished free of expense to the City of Rialto; and if not destroyed by tests, will upon request be returned at the vender's expense.
12. The vendors shall hold the City of Rialto, its officers agents, servants and employees, harmless from liability or any nature or kind or account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under his bid/proposal.
13. Evidence of Insurance Coverage (applicable if checked) The successful bidder /proposer will be required to provide (at own expense) Certificates of Insurance as indicated below. This

insurance shall be on a comprehensive occurrence form with an endorsement naming the City as an Additional Insured. Insurance certificates will be required within 5 days after notification of award. If the successful bidder is unable to supply certificates as required, within the stipulated time frame, the City reserves the right to award to the next lowest bidder.

14. Response to this bid will constitute acceptance of all terms and conditions stated within this Request for Bid.

	Description	Limits
_____	Workman's Compensation	$1,000,000.00
_____	General Liability	$2,000,000.00
_____	Automobile Liability	$1,000,000.00
_____	Professional Liability	$1,000,000.00

EXHIBIT “C”

SCHEDULE OF COMPENSATION

[on following pages]

PART #	DESCRIPTION	UNIT PRICING
01-4.80-12	4.80-12 Trailer Tire	$38.61
1.75-80-13	175-80-13 Trailer Tire	$69.58
01-205-65-15	205-65-15	$61.95
01-215-70-15	215-70-15	$64.42
01-215-75-15	215-75-15	$65.00
01-225-70-15	225-70-15 Goodyear SRA	$88.78
01-235-75-15	P235/75R15C Wrangler HT	$118.59
01-225-60-16RSA	225/60.RSA	$95.55
01-225-75-16	01-225-75-16 Wrangler HT	$118.83
01-215-60-17	215-60-17	$77.35
01-235-55-17RSA	2635-55-17 Gopodyear RSA Pursuit Tire	$105.87
01-235-60-17	235-60-17 Passenger Tire	$111.09
01-275-60-17	275-60-17	$146.74
01-275-65-18	275-65-18 Goodyear	$152.93
01-245-55-18RSA	245-55-R18 Eagle RSA Pursuit Tire	$122.98
01-225-70-R19.5	225-70-R19.5	$282.05
245-55-R18	245-55-R18 Eagle RSA Pursuit Tire	$122.98
N/A	205-75-R14 C	$81.64
N/A	225-75-R15 D Nan M/S, 108 TL H	$95.42
N/A	11-R22.5 H BST R250ED SWP	NO BID
N/A	12-R22.5 H MIC XZE	NO BID
N/A	225-70-R19.5 G CONT HSR	NO BID

TIRES AND INSTALLATION INSTALLATION AT CITY FACILITY		
PART #	DESCRIPTION	UNIT PRICING
N/A	225/70R19.5 G	$81.64
N/A	425-65-R22.5 L MIC XYZ 3 (WB	$95.42
N/A	11-R22.5 H MIC XDE N/S	NO BID
N/A	12-R22.5 H MIC XZE	NO BID
N/A	425-65-R22.5 L MIC XYZ 3 (WB)	NO BID
N/A	11-R22.5 H MIC XDE N/S	NO BID
N/A	12-R22.5 H MIC XZE	NO BID
N/A	22.5X12.25	NO BID
N/A	11R22.5 H MIC	NO BID

ROADSIDE SERVICE CHARGES CATEGORY 1 FOR SPORT UTILITY VEHICLES (SUV), PASSENGER VEHICLES OR LIGHT TRUCKS (1/2 TON TO 3/4 TON)		
A	ONSITE LABOR CHARGE	$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE	
C	FLAT REPAIRS LABOR	
D	PARTS CHARGES	
E	VALVE STEM	$3.00
F	FLAT REPAIR SUPPLIES	$6.00
G	SHOP SUPPLIES CHARGES	
H	TIRE DISPOSAL FEE	$3.00
I	STATE RECYCLE FEES	$1.75
J	FUEL SURCHARGE	
K	ADDITIONAL CHARGE	
	TOTAL PER CALL:	$88.75

ROADSIDE SERVICE CHARGES CATEGORY 2 FOR AMBULANCES, DUMP BED TRUCKS OR MEDIUM TRUCKS (1 TON TO 1 1/2 TON)		
A	ONSITE LABOR CHARGE	$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE	
C	FLAT REPAIRS LABOR	
D	PARTS CHARGES	$6.00
E	VALVE STEM	$6.00
F	FLAT REPAIR SUPPLIES	
G	SHOP SUPPLIES CHARGES	
H	TIRE DISPOSAL FEE	$6.50
I	STATE RECYCLE FEES	$1.75
J	FUEL SURCHARGE	
K	ADDITIONAL CHARGE	
	TOTAL PER CALL:	$95.25

ROADSIDE SERVICE CHARGES CATEGORY 3 FOR FIRE ENGINES AND APPARATUSES		
A	ONSITE LABOR CHARGE	$75.00
B	DISMOUNT/ MOUNT LABOR CHARGE	
C	FLAT REPAIRS LABOR	
D	PARTS CHARGES	
E	VALVE STEM	$6.00
F	FLAT REPAIR SUPPLIES	$6.00
G	SHOP SUPPLIES CHARGES	
H	TIRE DISPOSAL FEE	$7.00
I	STATE RECYCLE FEES	$1.75
J	FUEL SURCHARGE	
K	ADDITIONAL CHARGE	
	TOTAL PER CALL:	$95.75

ROADSIDE SERVICE CHARGES CATEGORY 4 FOR OFF-ROAD EQUIPMENT (TRACTORS, BACKHOES, LOADEREES AND GRADERS)		
A	ONSITE LABOR CHARGE	$89.00
B	DISMOUNT/ MOUNT LABOR CHARGE	
C	FLAT REPAIRS LABOR	
D	PARTS CHARGES	
E	VALVE STEM	$8.50
F	FLAT REPAIR SUPPLIES	$8.00
G	SHOP SUPPLIES CHARGES	
H	TIRE DISPOSAL FEE	$8.50
I	STATE RECYCLE FEES	$1.75
J	FUEL SURCHARGE	
K	ADDITIONAL CHARGE	
	TOTAL PER CALL:	$115.75

Pricing for emergency roadside service outside of the twenty (20) miles from City of Rialto city limits area.

Some labor pricing but the first twenty (20) miles are included. Every mile after is $1.00 per mile portal to portal.

Legislation Details (With Text)

File #:	15-703	Version:	1	Name:	TAB 14
Type:	Agenda Item			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council Adopt to Resolution No. 6838 Authorizing the Execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Portion of the Interstate 10 Freeway within City of Rialto Jurisdiction. (ACTION)				
Sponsors:	Susanne Wilcox				
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Final Freeway Maintenance Agreement Attachment 2 - Resolution				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council Adopt to Resolution No. 6838 Authorizing the Execution of a Freeway Maintenance Agreement with the California Department of Transportation for the Portion of the Interstate 10 Freeway within City of Rialto Jurisdiction.
(ACTION)

BACKGROUND:
The City of Rialto, in cooperation with the California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), improved the Riverside Avenue/I-10 Freeway Interchange. In June 2012, the construction was completed.

Pursuant to the California Streets and Highways Code, it is the policy of Caltrans to maintain freeways, State highways and their bridge structures; and for local jurisdictions to assume the responsibility of maintaining the street surfaces of local roads, which cross over or under the State facility within State right-of-way. Freeway Maintenance Agreements (FMA) memorialize these responsibilities. In addition to the Agreement, Caltrans requires a resolution by the City's governing body to authorize execution of the agreement.

On August 19, 1957, an FMA was executed between the City and State for the division of maintenance for the portion of the I-10 Freeway within City limits between the agencies. The Agreement was updated on May 20, 1986.

ANALYSIS/DISCUSSION:
The completion of the Riverside Avenue/I-10 Freeway Interchange improvements in June, 2012 requires an update to the FMA which is included as Attachment 1. This agreement is required to establish maintenance responsibilities for City owned facilities over the State Highway System. The Maintenance Agreement assures the State that the City will conduct maintenance and repairs as necessary, and establishes procedures for determining and executing repairs. Caltrans requires the approval of the agreement through the adoption of a resolution by the governing body which is included as Attachment 2 .

Upon execution of the FMA, Caltrans will be responsible for maintenance activities on the I-10 Freeway itself. The City will be responsible for the City-owned deck surface, all local roadway drainage facilities and all portions of the structure above the bridge deck, including, but without limitation to, lighting installations and traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using the overcrossing.

This Agreement will supersede the FMA approved in 1957 and amended in 1986.

ENVIRONMENTAL IMPACT:
Approval of the requested Agreement is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

This action is also consistent with the following goals and policies:

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.11: Pursue the replacement of the Riverside Avenue Bridge over the Union Pacific rail lines with a wider structure to accommodate larger volumes of traffic or to increase safety of crossing traffic

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report, Freeway Maintenance Agreement and Resolution.

FINANCIAL IMPACT:
Since the maintenance items involved in the agreement are already the City’s responsibility, there is no financial impact associated with the execution of this Maintenance Agreement. Routine road maintenance is funded under existing operating budgets.

RECOMMENDATION:

Staff recommends that the City Council Authorize the Execution of the Freeway Maintenance Agreement with the California Department of Transportation for the Portion of the Interstate 10 Freeway within City of Rialto Jurisdiction.

powered by Legistar™

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF RIALTO

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Rialto; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. WHEREAS, on August 19, 1957 a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 10 (I-10) within the jurisdictional limits of the CITY as a freeway; and

2. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local CITY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and

3. WHEREAS, pursuant to the above August 19, 1957 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

4. WHEREAS, CITY and STATE previously executed a Freeway Maintenance Agreement on May 20, 1986; and

5. WHEREAS, new improvements have been constructed within the limits of this previously executed May 20, 1986 Freeway Maintenance Agreement, and the PARTIES desire to update and supersede such previously executed Freeway Maintenance Agreement.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

6. This agreement supersedes in its entirety said Freeway Maintenance Agreement dated May 20, 1986.

7. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.

8. STATE agrees to continue control and maintenance of those portions adopted as a part of I-10 Freeway proper as shown Exhibit A.

   The CITY will assume sole maintenance responsibilities on individual infrastructure items identified in Exhibit C, attached and made a part of this Agreement by reference. Failure to satisfactorily maintain individual items as provided in Exhibit C may result in removing such items at CITY's expense.

9. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit C by a mutual written execution of Exhibit A and C.

10. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, the PARTY initiating the construction or the minor revision shall provide a new dated and revised Exhibit A which will, upon written mutual consent between PARTIES, become part of this Agreement and thereafter supersede the attached original Exhibit A.

11. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.

12. CITY must obtain the necessary Encroachment Permits from STATE's District 08 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.

13. VEHICULAR AND PEDESTRIAN OVERCROSSINGS

    13.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of I-10 below the deck surface except as hereinafter provided.

    13.2. CITY will maintain, at CITY expense, the deck surface and full depth of any wearing surface treatment thereon. all facilities providing for roadway drainage, and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

    13.3. At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense.

14. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

14.1. STATE will maintain the structure proper of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing will be maintained by CITY.

14.2. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under roadway surface and the Structure that results from modifications to the under roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

15. WALLS AND COLUMNS – Responsibility for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti shall not lie with STATE.

16. LANDSCAPED AREAS ADJACENT TO CROSSING STRUCTURES - Responsibility for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use shall lie with CITY and not with STATE.

17. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

18. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

18.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of I-10 Freeway and CITY streets and roads and at ramp connections or I-10 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Agreement. A separate "Shared Cost Electrical Agreement" will be executed in the future allocating these costs between the PARTIES.

18.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

19. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

20. LEGAL RELATIONS AND RESPONSIBILITIES

20.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

20.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

20.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

21. PREVAILING WAGES:

21.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

21.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

22. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

22.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement.

22.2. SELF-INSURED using Contractor - If the work performed under this Agreement is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

23. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

24. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause. If amendments to this Agreement are required in the future, PARTIES agree to use the latest STATE's template if the date of this Agreement is older than 7 years at the time of the required amendments.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF RIALTO

By: _____
Mayor

ATTEST:

By: _____
City Clerk

By: _____
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

MALCOLM DOUGHERTY
Director of Transportation

By: _____
STEPHEN R. PUSEY
Deputy District Director
Maintenance, District 08

As to Form and Procedure:

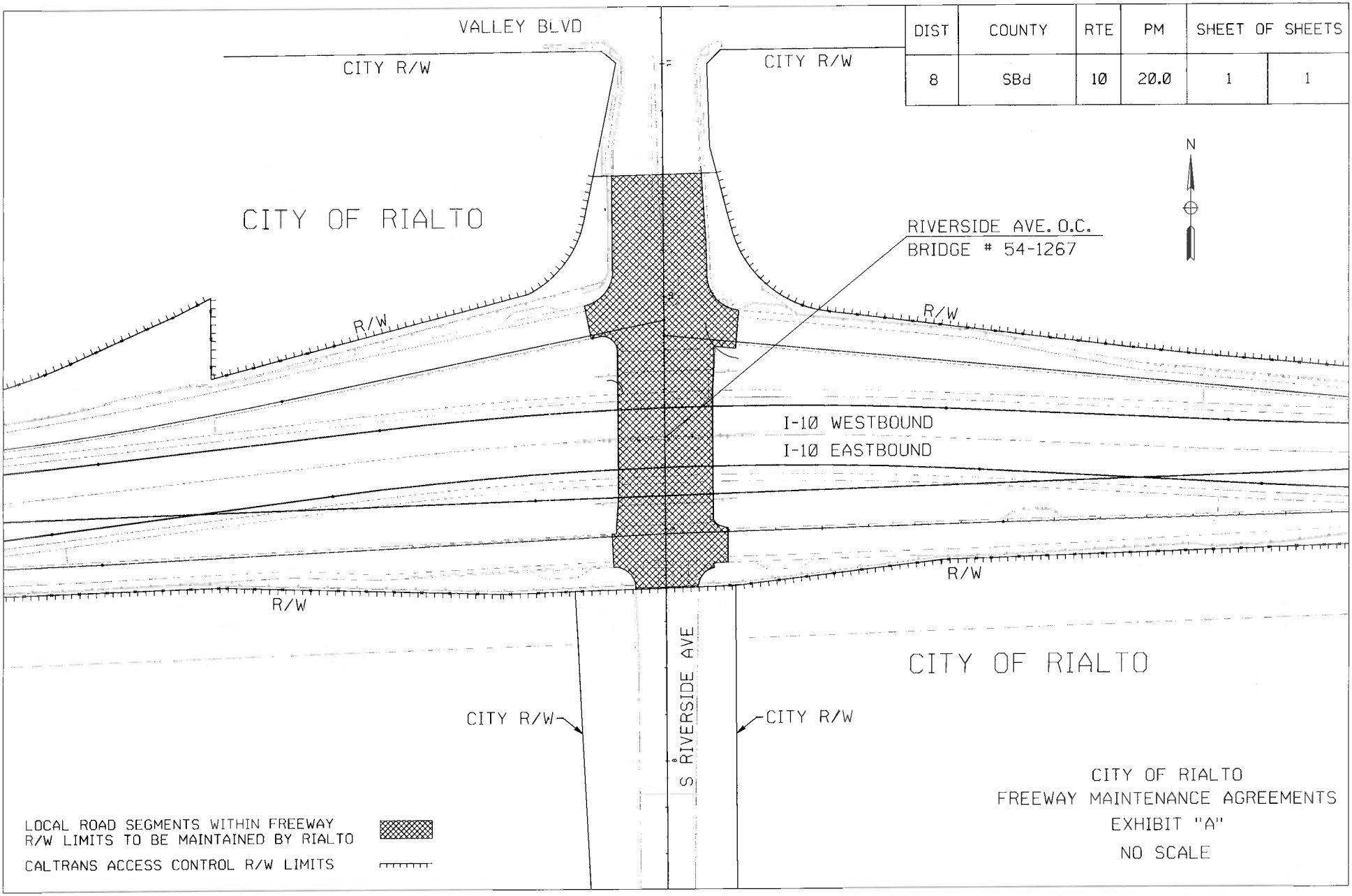
By: _____
Legal Attorney
Department of Transportation

EXHIBIT "A"

DELEGATION OF MAINTENANCE

(Plan map showing I-10 Freeway proper and CITY road/facilities)

DIST	COUNTY	RTE	PM	SHEET	OF SHEETS
8	SBd	10	20.0	1	1



CITY OF RIALTO
FREEWAY MAINTENANCE AGREEMENTS
EXHIBIT "A"
NO SCALE

EXHIBIT "C"

(Individual maintenance items that are not provided for in the body of the Agreement.)

54 1267 - RIVERSIDE AVENUE OC - 08-SBD-010-19.97-RIA
Routine elevation facing east.

EXHIBIT C-1

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

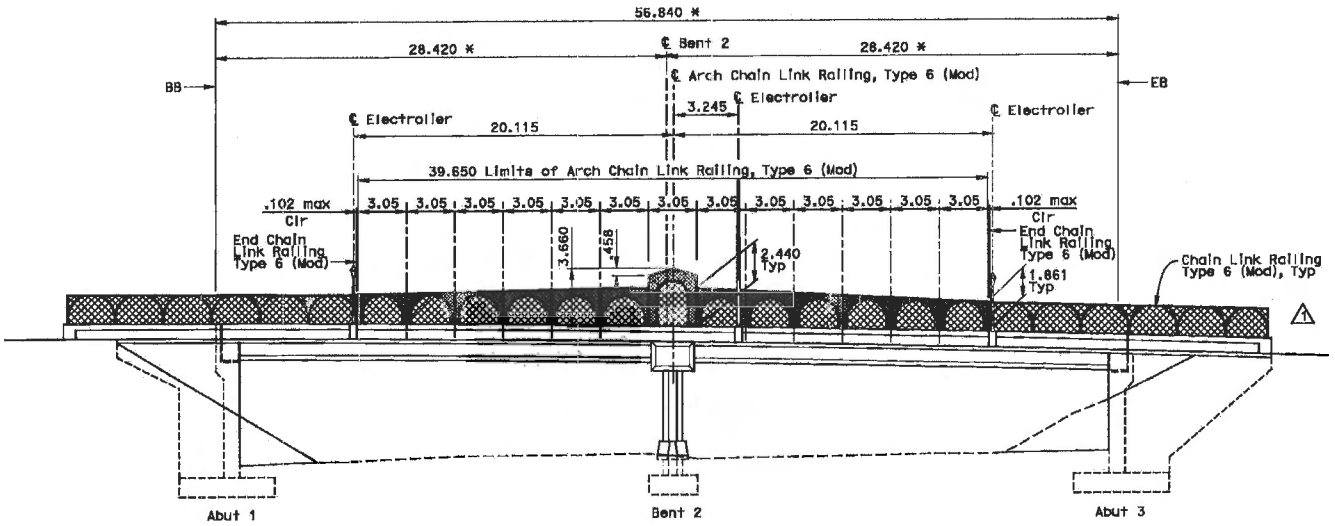
REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

REGISTERED PROFESSIONAL ENGINEER — NO. — EXP. — CIVIL — STATE OF CALIFORNIA

* Measured along ℄ Riverside Ave.
All other dimensions measured along the arch layout lines as shown in the "Arch Chain Link Railing Type 6 (Mod) Layout" on "Arch Railing Details No. 1" sheet. △1



ELEVATION VIEW

No Scale

QUANTITIES

CHAIN LINK RAILING (TYPE 6) (Mod)	73 M
ARCH CHAIN LINK RAILING (TYPE 6) (Mod)	79.3 M △1

MARK	DATE	DESCRIPTIONS	BY
△1	08-23-11	Revised Railing	TD

REVISIONS

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

EXHIBIT C-2

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SHOWN

DESIGN OVERSIGHT	DESIGN	BY	CHECKED	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER
SIGN OFF DATE	DETAILS	BY	CHECKED		
	QUANTITIES	BY	CHECKED		

BRIDGE NO. 54-1267

KILOMETER POST 32.14

RIVERSIDE AVE OC - FENCE PLANS

ARCH & CHAIN LINK RAILING ELEVATION

CU 08224
EA 422301

FILE =>

DESIGN DETAIL SHEET SHEETED REV. 3/1/90

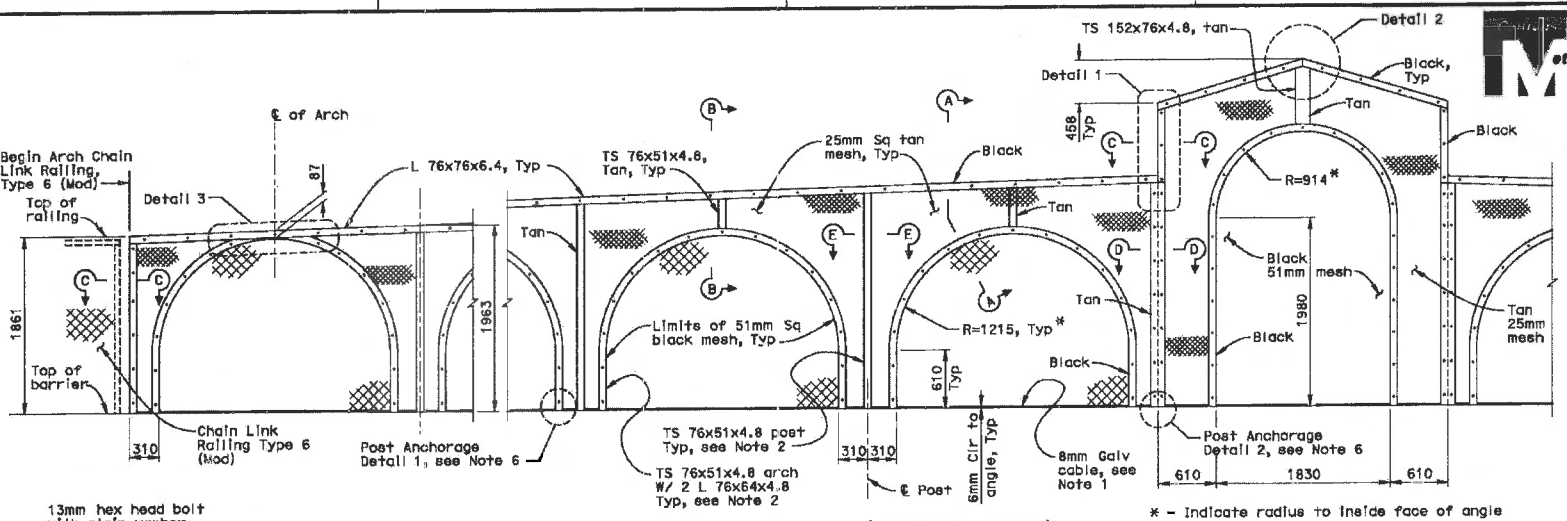
ORIGINAL SCALE IN MILLIMETERS FOR REDUCED PLANS 0 10 20 30 40 50 60 70 80 90 100

DISPENSED PRIOR HEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

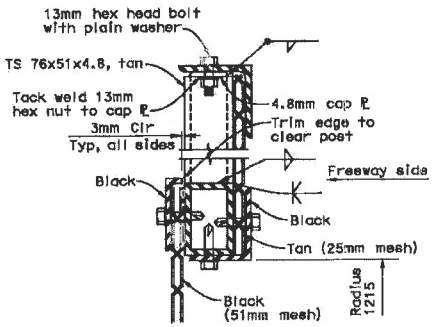
SHEET OF

USERNAME => DATE PLOTTED => TIME PLOTTED =>

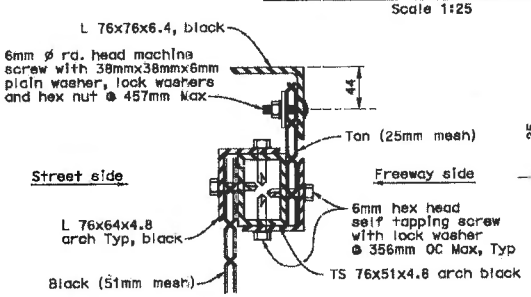


ELEVATION (FREEWAY SIDE)
Scale 1:25

* - Indicate radius to inside face of angle



SECTION B-B
Scale 1:2.5



SECTION A-A
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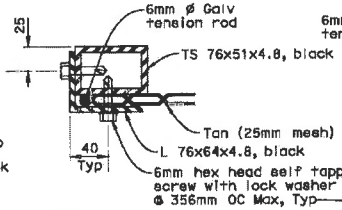
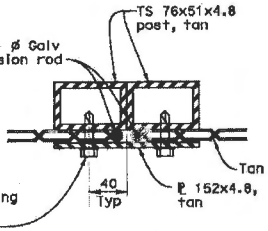
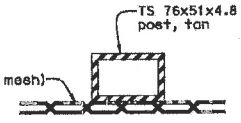


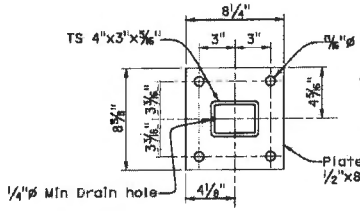
SECTION C-C
Scale 1:2.5



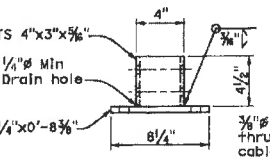
SECTION D-D
Scale 1:2.5



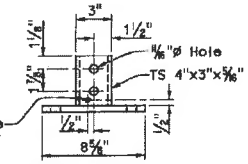
SECTION E-E
Scale 1:2.5



PLAN



FRONT VIEW



SIDE VIEW

ARCH POST SLEEVE DETAILS
No Scale (52 required)

Notes:

1. Details not shown shall conform to details shown on "Chain Link Railing Type 6 (Mod)" sheet.
2. Posts and straight portions of curved arch sections shall be installed normal to bridge profile.
3. All posts shall be embedded 203mm minimum. See Post Anchorage Detail on "Chain Link Railing Type 6 (Mod)" sheet for details.
4. Railing assembly except chain link fabric shall be galvanized after fabrication.
5. Chain link fabric shall have knuckled selvage top, bottom, and on edges of all arch openings.
6. For Detail 1, Detail 2, Detail 3 and Post Anchorage Details, see "Arch Chain Link Railing Details No. 2" sheet, or for Arch posts Contractor may use Arch Post Sleeve Details on this sheet.

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

EXHIBIT C-3 SUPPLEMENTAL SHEET

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

REGISTERED PROFESSIONAL ENGINEER — No. — EXP. — CIVIL — STATE OF CALIFORNIA

DESIGN OVERSIGHT

SIGN OFF DATE

DESIGN BY CHECKED
DETAILS BY CHECKED
QUANTITIES BY CHECKED

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT ENGINEER

BRIDGE NO.	RIVERSIDE AVE OC - FENCE PLANS
54-1267	
KILOMETER POST 32.14	ARCH CHAIN LINK RAILING DETAILS NO. 1

CU 08224
EA 422301
FILE =>

DESIGN DETAIL SHEET DATED REV. 3/1/00

ORIGINAL SCALE IN MILLIMETERS FOR RECORD PLANS 0 10 20 30 40 50 60 70 80 90 100

DATE PLOTTED =>
TIME PLOTTED =>
USERNAME =>

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

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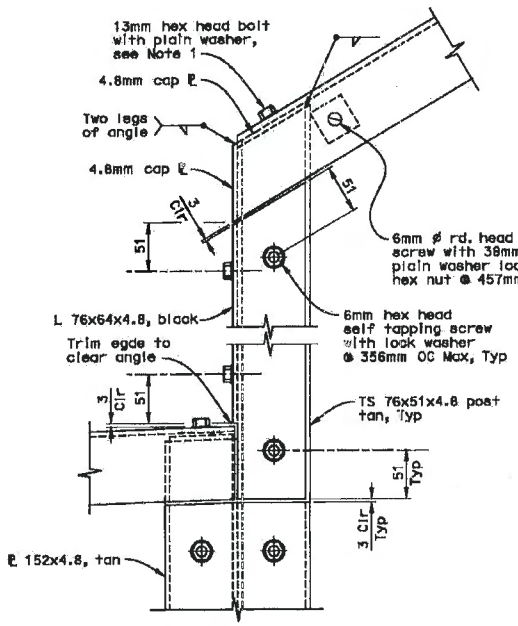
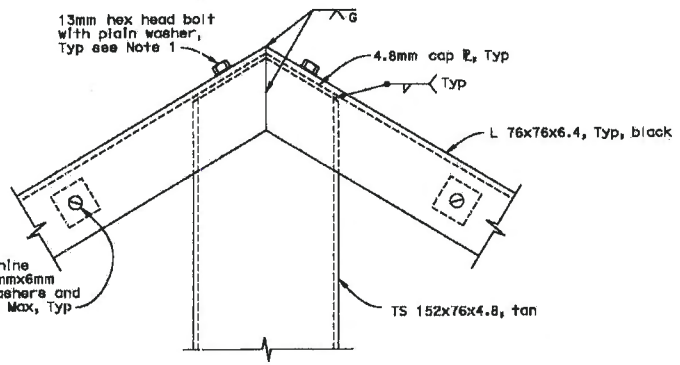


DETAIL 1

Scale 1:2.5

Note: Chain link fabric not shown for clarity.



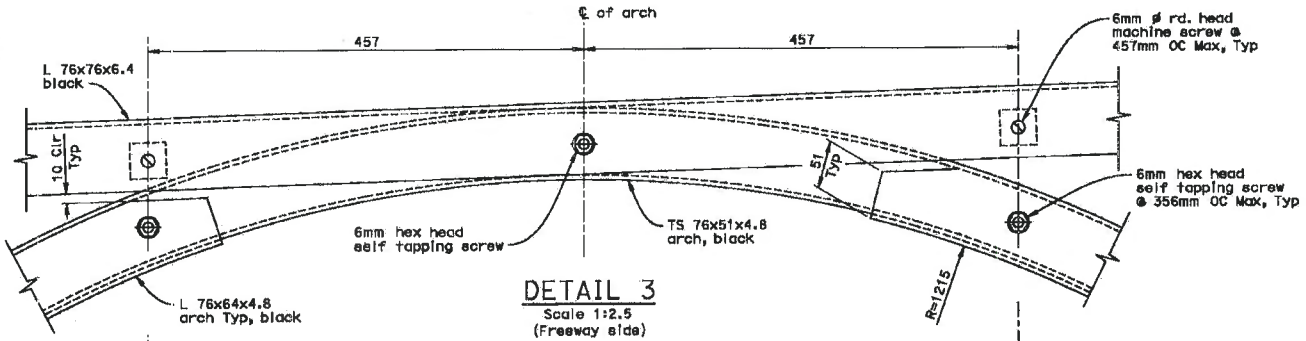
DETAIL 2

Scale 1:2.5

Note: Chain link fabric not shown for clarity.

Note:

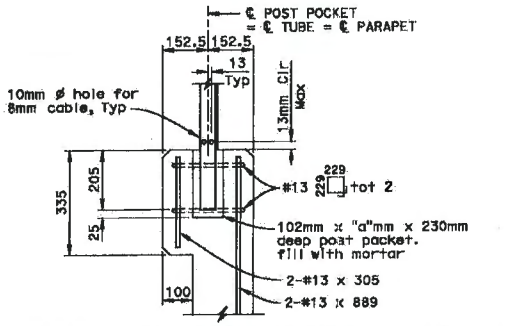
1. See Section B-B on "Arch Chain Link Railing Details No. 1" sheet for details of 13mm hex head bolt installation.



DETAIL 3

Scale 1:2.5

(Freeway side)

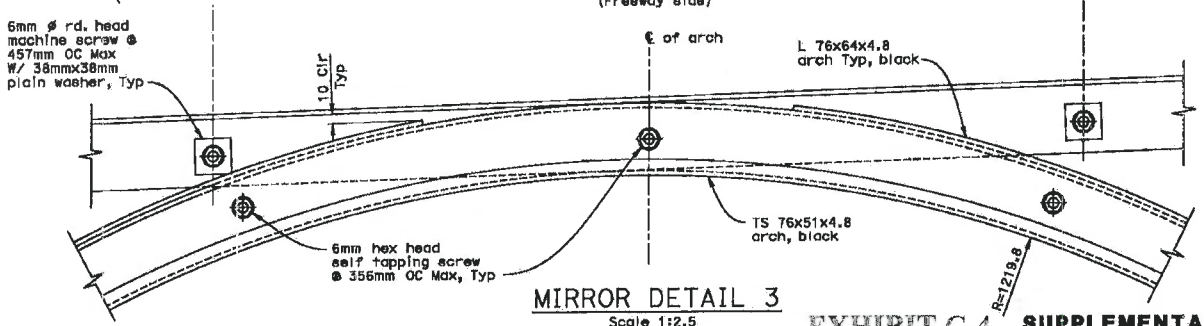


POST ANCHORAGE DETAIL 1 AND 2

NTS

Note: "a" - 126 for Detail 1, 202 for Detail 2

The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.



MIRROR DETAIL 3

Scale 1:2.5

(Street side)

EXHIBIT C-4 **SUPPLEMENTAL SHEET**

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

DESIGN OVERSIGHT		DESIGN	BY	CHECKED	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER	BRIDGE NO. 54-1267	RIVERSIDE AVE OC - FENCE PLANS
SIGN OFF DATE		DETAILS	BY	CHECKED			KILOMETER POST 32.14	ARCH CHAIN LINK RAILING DETAILS NO. 2
DESIGN DETAIL SHEET DATED DEC. 3/4/20		QUANTITIES	BY	CHECKED		CU 08224 EA 422301	REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET OF

ORIGINAL SCALE IN MILLIMETERS FOR HARDCOPY PLANS: 0 10 20 30 40 50 60 70 80 90 100

FILE =>

TIME PLOTTED =>

DATE PLOTTED =>

USERNAME =>

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

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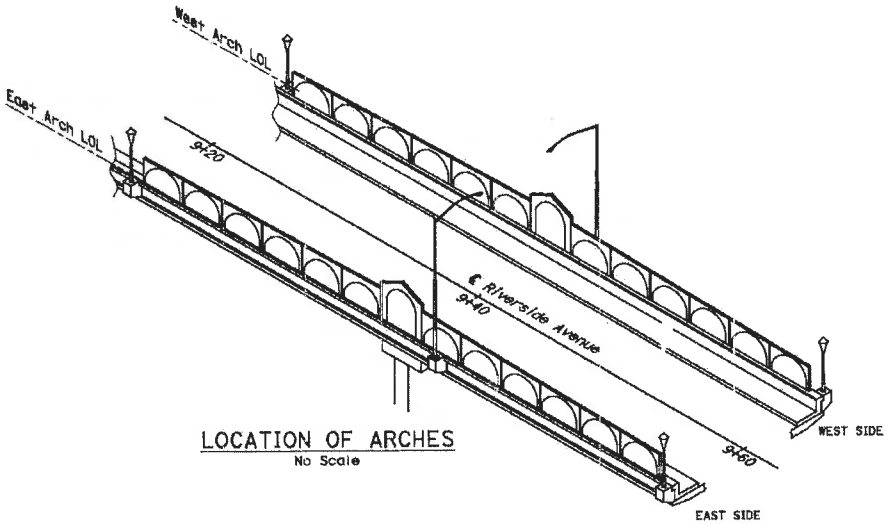
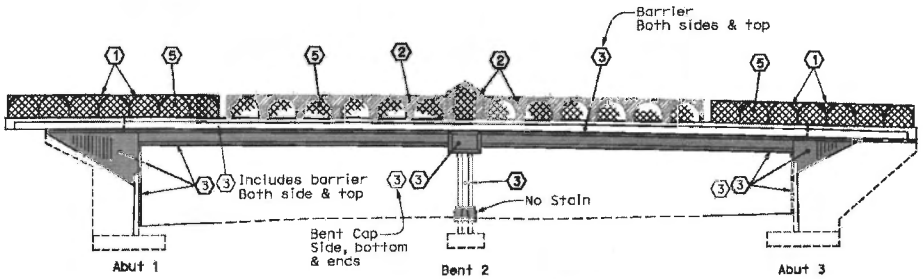
REGISTERED PROFESSIONAL ENGINEER No. Exp. CIVIL STATE OF CALIFORNIA

LEGEND

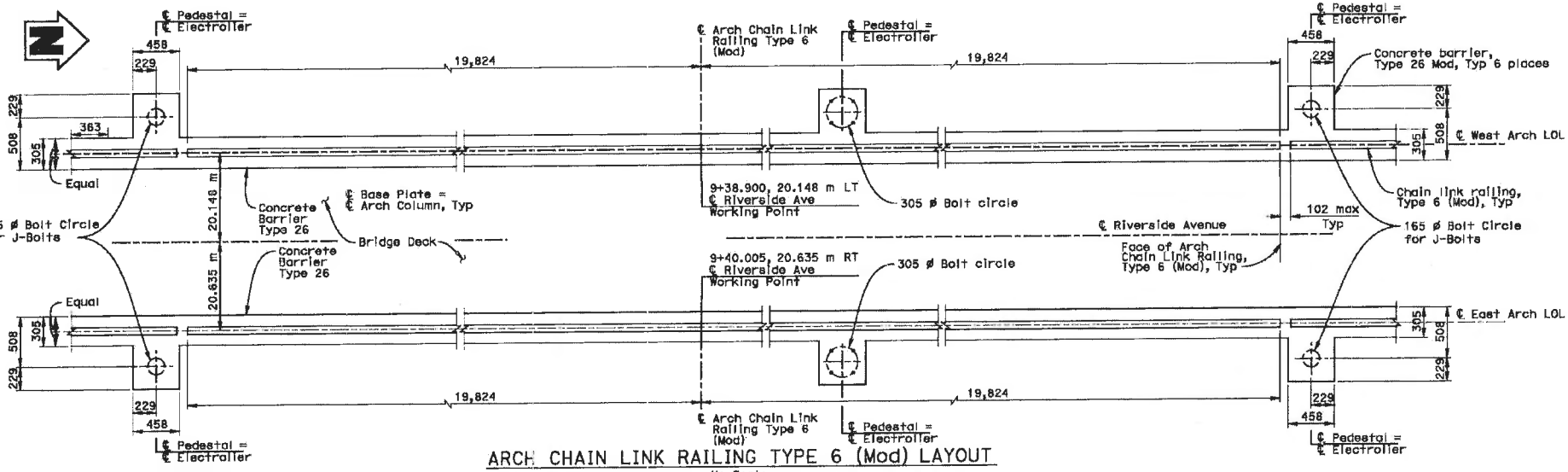
1. Black Color (Semi-Gloss)
2. Buff Color (Semi-Gloss) Shall match Referee sample
3. Buff Color (Flat) Shall match Referee sample
5. Black Vinyl Cladding, see sheets 35 to 42



LOCATION OF ARCHES
No Scale



BRIDGE STAINING COLOR SCHEME
No Scale



ARCH CHAIN LINK RAILING TYPE 6 (Mod) LAYOUT
No Scale
Note: All dimensions measured along East & West Arch LOL

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

EXHIBIT C-5

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

DESIGN OVERSIGHT	DESIGN	BY	CHECKED	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER	BRIDGE NO. 54-1267
SIGN OFF DATE	DETAILS	BY	CHECKED			KILOMETER POST 32.14
	QUANTITIES	BY	CHECKED			

RIVERSIDE AVE OC - FENCE PLANS

ARCH RAILING DETAILS NO. 1

DESIGN DETAIL SHEET CHECKED REV. 3/4/98

ORIGINAL SCALE IN MILLIMETERS FOR REDUCED PLANS 0 10 20 30 40 50 60 70 80 90 100

CU 08224
EA 422301
FILE =>

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY) SHEET OF

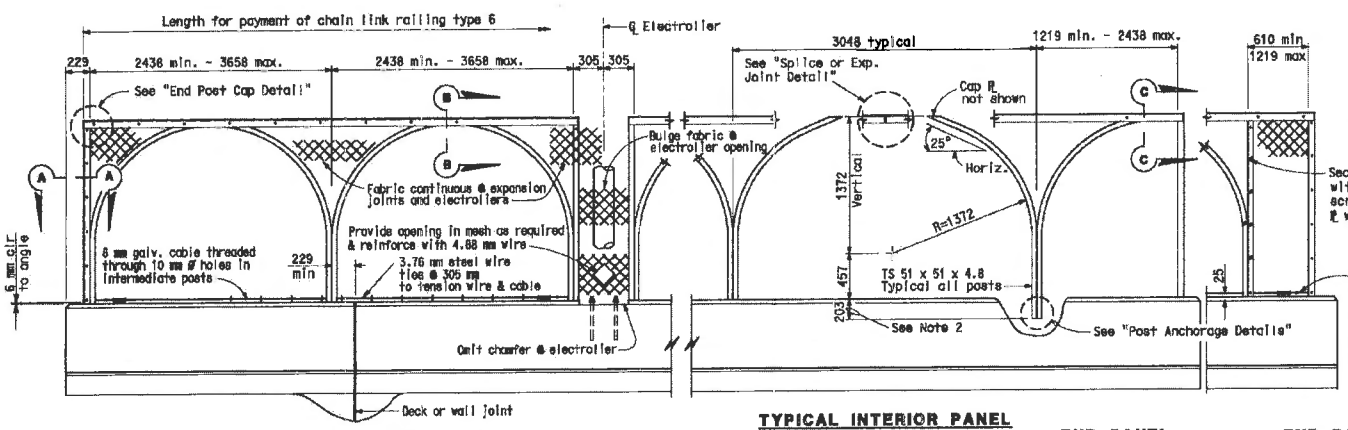
USERNAME => DATE PLOTTED => TIME PLOTTED =>

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

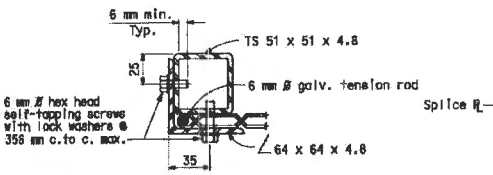
PLANS APPROVAL DATE

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

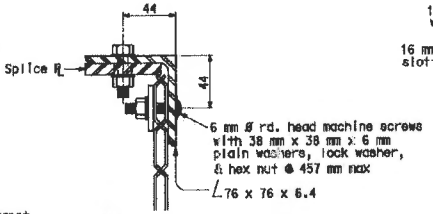


END PANEL 2438 mm - 3658 mm | **EXPANSION PANEL AT ELECTROLIER** | **TYPICAL INTERIOR PANEL** | **END PANEL 1219 mm - 2438 mm** | **END PANEL 610 mm - 1219 mm**

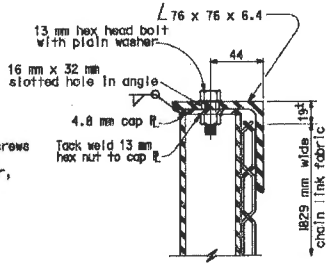
ELEVATION



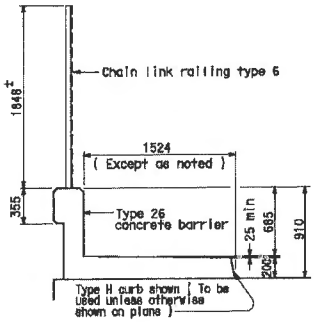
SECTION A-A



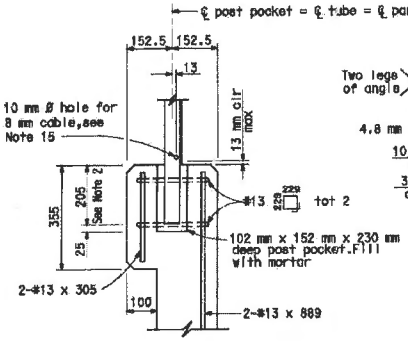
SECTION B-B



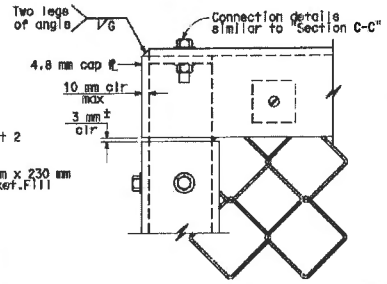
SECTION C-C



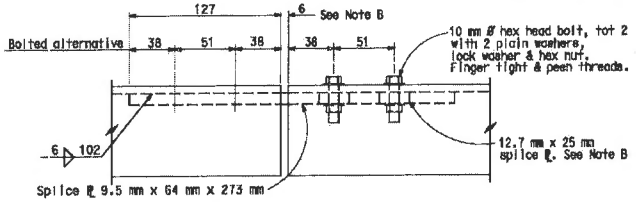
TYPICAL SECTION



POST ANCHORAGE DETAIL



END POST CAP DETAIL



SPLICE OR EXPANSION JOINT DETAIL

Note B: Expansion joint same dimension as expansion joint in deck or wall. Increase slotted hole length and splice ℄ length correspondingly.

NOTES:

1. Horizontal angle shall be continuous over not less than two intermediate posts except that a shorter length is permitted at expansion joints, electroliers and other rail discontinuities.
2. One post may be embedded 152 mm minimum to accomodate grade changes, otherwise fabricate post lengths as required.
3. Curved posts may be rotated in plan within its post pocket to accomodate curved horizontal alignment.
4. Straight posts and straight portions of curved posts shall be installed normal to bridge profile grade.
5. Top horizontal angle shall be parallel to bridge profile grade and shall be shop bent to fit horizontal curves.
6. When railing is on slope, fabric shall be placed parallel to slope.
7. Alternative details may be submitted by Contractor for Engineer's approval.
8. Railing assembly except chain link fabric shall be galvanized after fabrication.
9. For details and reinforcement not shown, see "Concrete Barrier Type 26" sheet.
10. See Bridge Plans for limits of Chain Link Railing Type 6.
11. Provide thimbles at all cable loops.
12. Chain link fabric to be 1829 mm wide with 51 mm mesh ⚠1 and with knuckled selvage top and bottom.
13. When railing is placed on a horizontal alignment with a radius of 45.72 m or less, thread 8 mm cable through 10 mm ⌀ welded eye rods embedded 102 mm into the top of the concrete parapet and equally spaced to limit the middle ordinate distance between the 8 mm cable and the curve to 25 mm max.
14. Splices and expansion joints shall be located at ℄ panel.
15. Holes in posts for 8 mm cable and its anchorage may be field drilled and painted with zinc rich paint.
16. ◇1 For fencing details at arches, see "Chain-Link Fence & Arches" sheets.

MARK	DATE	REVISIONS	BY
⚠1	09-23-11	Mesh size modified	TD

EXHIBIT C-6

NO SCALE

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

STANDARD DRAWING

RELEASE DATE: REVISED | FILE NO.: xs16-340 | DESIGN BY | DETAILS BY | SUBMITTED BY | CHECKED | CHECKED | DRAWING DATE | RELEASED BY | OFFICE CHIEF

◇1 NOTE ADDED

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES

CU 08224
EA 422301

BRIDGE NO. 54-1267
KILOMETER POST 32.14

RIVERSIDE AVE OC - FENCE PLANS

CHAIN LINK RAILING TYPE 6 (Mod)

DISREGARD PRINTS DEALING WITH EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

SHEET | OF

DATE PLOTTED =>

TIME PLOTTED =>

ORIGINAL SCALE IN MILLIMETERS FOR METRIC PLANS 0 10 20 30 40 50 60 70 80 90 100

DS 050 E147A (METRIC) (REV. 6/26/97)

EXHIBIT C-7

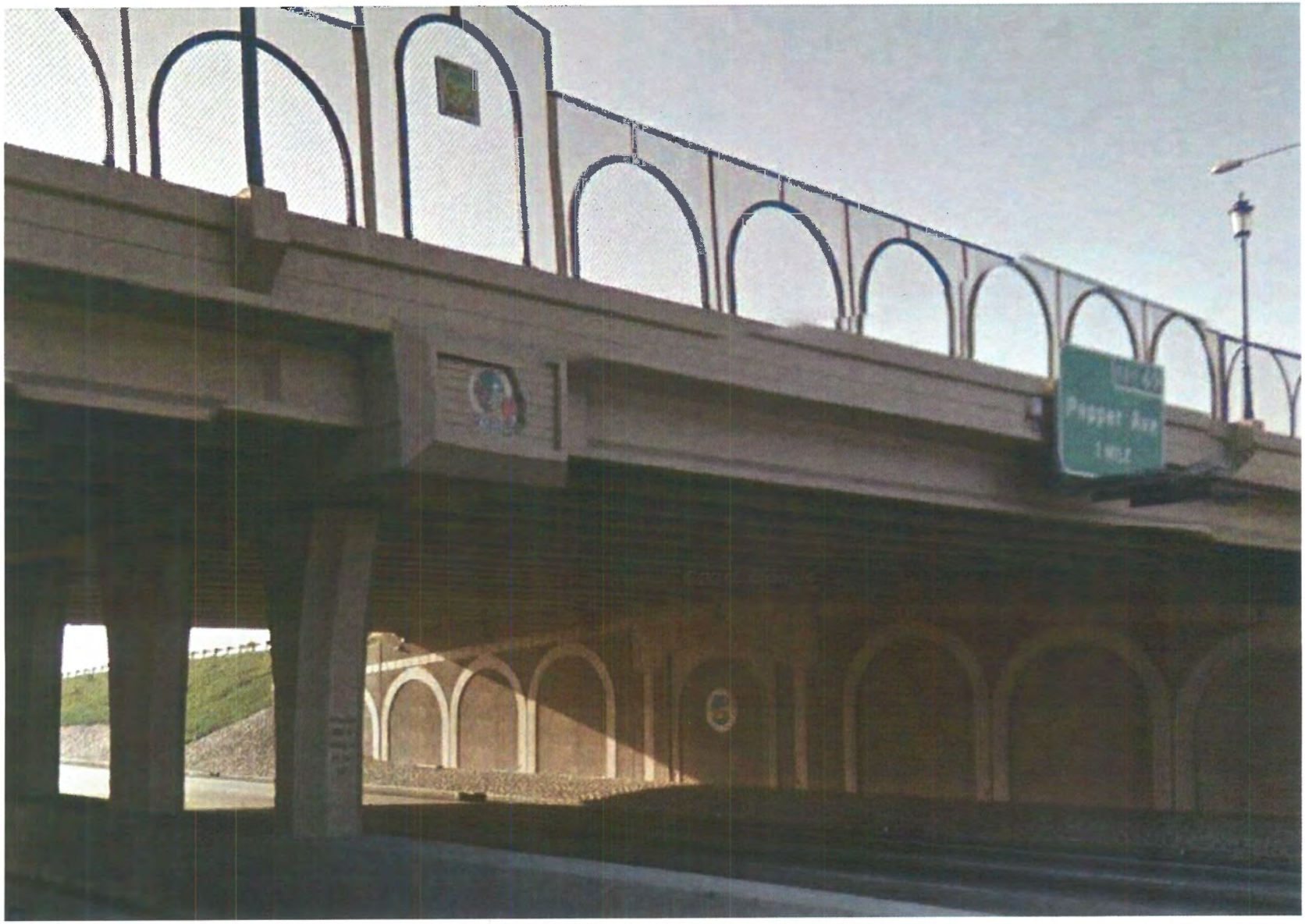


EXHIBIT C-8

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

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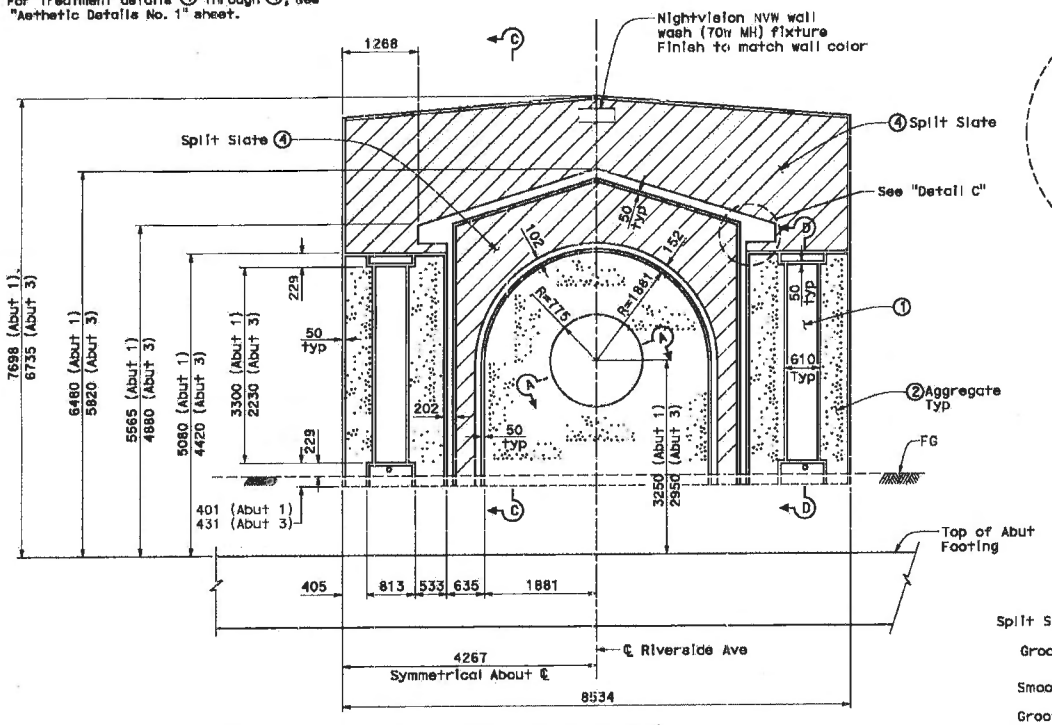
REGISTERED PROFESSIONAL ENGINEER — No. — Exp. — CIVIL — STATE OF CALIFORNIA

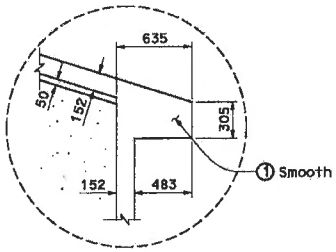
Notes:

1. For Treatment details ① through ④, see "Aesthetic Details No. 1" sheet.

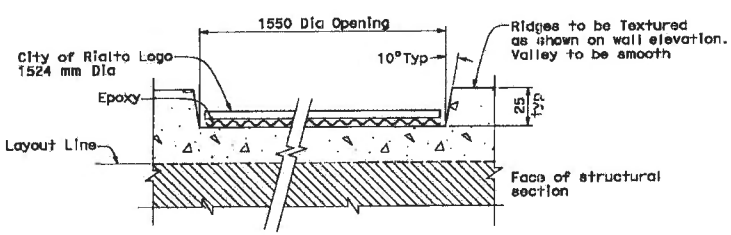


Note:
600 mm grid applied for scaling motif.

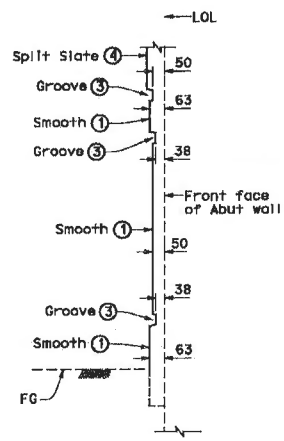
ELEVATION
1:40



DETAIL C
1:20



SECTION A-A
No Scale



SECTION D-D
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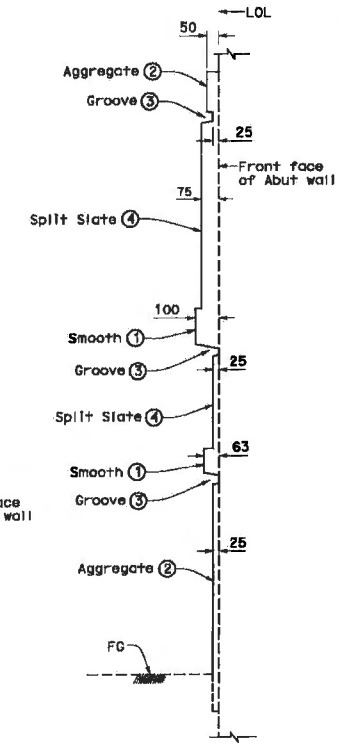
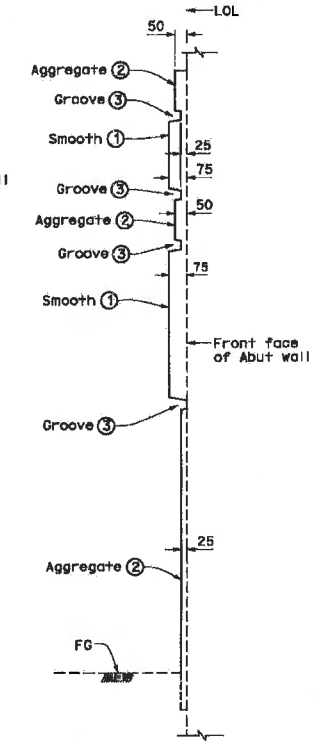


SECTION C-C
No Scale



SECTION B-B
No Scale

EXHIBIT C-9

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

DESIGN OVERSIGHT	DESIGN	BY	CHECKED	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER
SIGN OFF DATE	DETAILS	BY	CHECKED		
	QUANTITIES	BY	CHECKED		

DESIGN DETAIL SHEET SHETRED REV. 3/1/00

ORIGINAL SCALE IN MILLIMETERS FOR REQUIRED PLANS 0 10 20 30 40 50 60 70 80 90 100

CU 08224
EA 422301
FILE =>

BRIDGE NO. 54-1267
KILOMETER POST 32.14

RIVERSIDE AVENUE OVERCROSSING
AESTHETIC DETAILS No. 3

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

SHEET OF

USERNAME => DATE PLOTTED => TIME PLOTTED =>

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	SBd	10	31.2/32.8		

REGISTERED CIVIL ENGINEER

PLANS APPROVAL DATE

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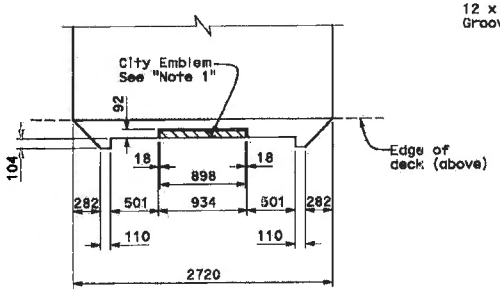
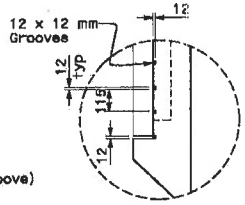
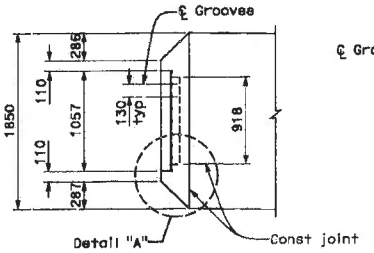
REGISTERED PROFESSIONAL ENGINEER — No. — Exp. — CIVIL — STATE OF CALIFORNIA



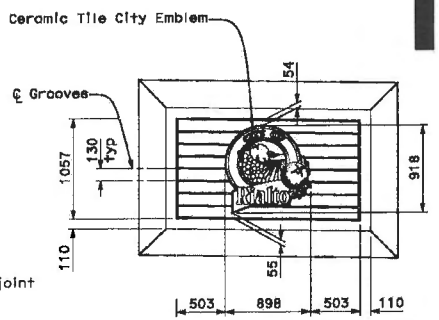
SECTION A-A
1:25



DETAIL A
No Scale



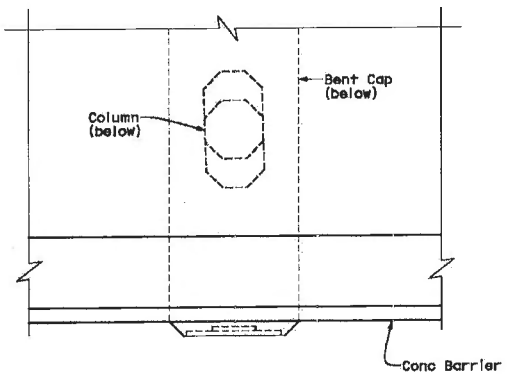
SECTION B-B
1:25



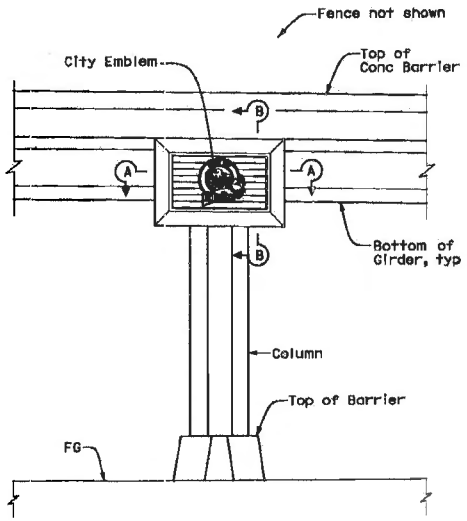
END CAP ELEVATION
1:25

Notes:

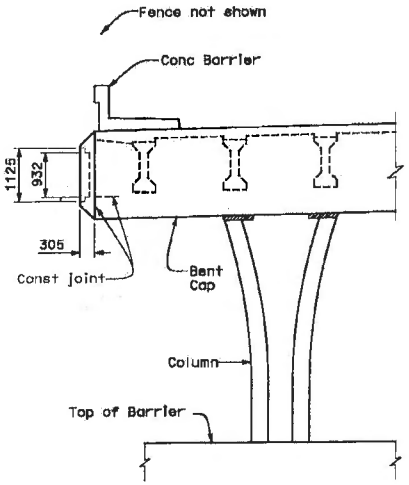
1. Attach Ceramic Tile City Emblem to Bent Cap with high strength epoxy or as approved by the Engineer.



BENT CAP PART PLAN
1:50



BENT CAP END ELEVATION
1:50



BENT CAP SECTION
1:50

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

EXHIBIT C-10

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

DESIGN OVERSIGHT	DESIGN	BY	CHECKED	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT ENGINEER
SIGN OFF DATE	DETAILS	BY	CHECKED		
	QUANTITIES	BY	CHECKED		

BRIDGE NO. 54-1267
KILOMETER POST 32.14

RIVERSIDE AVENUE OVERCROSSING
AESTHETIC DETAILS No. 5

CU 08224
EA 422301
FILE =>

DESIGN DETAIL SHEET DATED REV. 3/1/00

ORIGINAL SCALE IN MILLIMETERS FOR REDUCED PLANS 0 10 20 30 40 50 60 70 80 90 100

STANDARD PLOTTER READING FOR TEN REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)

SHEET OF

TIME PLOTTED =>
DATE PLOTTED =>
USERNAME =>

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIALTO, CALIFORNIA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION OF THE INTERSTATE 10 FREEWAY MAINTENANCE AGREEMENT

WHEREAS, on August 19, 1957, a Freeway Maintenance Agreement was executed between the City of Rialto and the State of California, wherein the parties consented to certain adjustments of the local street and road system required for the development of that portion of Interstate 10 (I-10) within the jurisdictional limits of the City as a freeway; and

WHEREAS, recent adjustments to said freeway have now been completed and the City and State desire to clarify and revise the division of maintenance, as defined by the California Streets and Highways Code, and their respective responsibilities as to separation structures and local city streets and road, or portions thereof, and landscape areas lying within or outside those modified freeway limits; and

WHEREAS, pursuant to the above August 19, 1957, Freeway Maintenance Agreement, the City has resumed or will resume control and maintenance over each of the affected relocated or reconstructed city streets, except for those portions adopted as part of the freeway proper; and

WHEREAS, the City and State previously executed a Freeway Maintenance Agreement on May 20, 1986; and

WHEREAS, new improvements have been constructed within limits of this previously executed May 20, 1986 Freeway Maintenance Agreement, and the City and State desire to update and supersede such previously executed Freeway Maintenance Agreement; and

WHEREAS, Caltrans requires the City to revise and execute the existing Interstate 10 Freeway Maintenance Agreement with them to prescribe maintenance and liability obligations; and

////

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: The City Council approves the form of the Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) for the I-10 Freeway within Rialto city limits.

Section 2: The City Council authorizes the execution of the Interstate 10 Freeway Maintenance Agreement.

WHEREFORE, this Resolution is passed, approved and adopted this 13th day of October 2015.

_____
DEBORAH ROBERTSON, Mayor

ATTEST:

_____
BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

_____
FRED GALANTE, Esq., City Attorney

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss
CITY OF RIALTO)

I, Barbara A. McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing Resolution No._____ was duly passed and adopted at a regular meeting of the City Council of the City of Rialto held on the 13th day of October, 2015.

Upon motion of Councilmember _____, seconded by Councilmember _____, the foregoing Resolution No. _____ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Rialto this _____ day of _____, 2015.

_____
BARBARA A. MCGEE, CITY CLERK

Legislation Details (With Text)

File #:	15-708	Version:	1	Name:	TAB 15
Type:	Resolution			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to Approve the Third Amendment to the Professional Services Agreement with Harris & Associates for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 150813 & 160801, in the amount of $183,516 for a total contract amount of $558,449. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3rd Amendment Harris & Associates PSA				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to Approve the Third Amendment to the Professional Services Agreement with Harris & Associates for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 150813 & 160801, in the amount of $183,516 for a total contract amount of $558,449.
(ACTION)

BACKGROUND:
In 2007, the City began utilizing a Pavement Management Program (PMP) to assist staff in evaluating and maintaining the pavement on City streets.

On June 11, 2013, the City Council approved a Professional Services Agreement (PSA) with Harris & Associates for PMP update services in the amount of $35,480.

On November 26, 2013, the City Council approved a first amendment to the PSA with Harris & Associates to complete preparation of plans, specifications, and estimates for the FY 2013/2014 Annual Asphalt Overlay Project. The contract fee associated with the first amendment was $295,238 for a total contract amount of $330,718.

On November 26, 2013, the City Council approved a second amendment to the PSA with Harris & Associates to complete a PMP update to include a survey of the pavement condition on all of the City's local residential streets. The contract fee associated with the second amendment was $44,215

for a total contract amount of $374,933.

On November 26, 2013, the City Council adopted the pavement maintenance prioritization policy that prioritizes those streets carrying higher traffic volumes to be selected for pavement maintenance over those streets carrying lower traffic volumes.

ANALYSIS/DISCUSSION:
The 2014/15 midyear and 2015/16 fiscal year budgets appropriated funding for Annual Street Overlay Projects, City Project No.'s 150813 & 160801 in the total amount of $3,600,000 from various funding sources. The projects include streets identified as priorities in the previously adopted pavement maintenance policy: Cactus Avenue from Foothill Boulevard to Merrill Avenue; Cactus Avenue from Bloomington Avenue to San Bernardino Avenue; Randall Avenue from Maple Avenue to Cactus Avenue; and San Bernardino Avenue from Larch Avenue to Lilac Avenue.

Rialto Municipal Code section 2.48.450 authorizes the retention of professional services, such as engineering services, to be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Since 2013, Harris & Associates has provided engineering services to update the PMP and provide complete preparation of plans, specifications, and estimates for overlay projects. Harris & Associates has provided a proposal for engineering design services for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 150813 & 160801. The scope of services will include preliminary design work, preparation of construction documents, and engineering assistance during the bid and construction phases of the project.

ENVIRONMENTAL IMPACT:
Approval of the Third Amendment to the Professional Services Agreement with Harris & Associates is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Staff will complete an evaluation of the project, pursuant to CEQA, prior to initiating construction of the project. It is anticipated that the project will qualify for a Categorical Exemption under CEQA.

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Approval of this action complies with the following City of Rialto General Plan Goal and Policy:

Goal 4-1: Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

Policy 4-1.1: Establish and maintain standards for a variety of street classifications to serve both local and regional traffic, including Major Arterial Highways, Major Arterials,

Secondary Arterials, Collector Streets, and Local Streets.

LEGAL REVIEW:
The City Attorney has reviewed and approved this staff report and the Third Amendment to the Professional Services Agreement.

FINANCIAL IMPACT:
The City Council established the budget for Street Overlay Project, City Project No. 150813 during the midyear budget process for FY 2014/2015 and during adoption of the FY 2015/2016 Budget as shown in Table 1:

Project Phases	Account No	Budget
01 DESIGN	202-500-4317-3001-160801	$ 185,000.00
04 ADMINISTRATION	202-500-4317-3001-160801	$ 35,000.00
05 CONSTRUCTION	300-500-7305-3001-150813	$ 1,000,000.00
05 CONSTRUCTION	202-500-4317-3001-160801	$ 205,000.00
22 CONSTRUCTION	201-500-4310-3000-160801	$ 400,000.00
23 CONSTRUCTION	300-500-7305-3001-160801	$ 1,000,000.00
35 CONSTRUCTION	212-500-7305-3001-160801	$ 600,000.00
13 OVERHEAD ALLOCATION	202-500-4317-3001-160801	$ 10,000.00
15 CONSTRUCTION SUPPORT	202-500-4317-3001-160801	$ 30,000.00
16 CONSTRUCTION MANAGEMENT	202-500-4317-3001-160801	$ 135,000.00
99 NON-CATEGORIZED	202-500-4317-3001-160801	
TOTAL PROJECT COST		**$ 3,600,000.00**

Table 1

Sufficient funds for the Third Amendment to the Professional Service Agreement with Harris & Associates in the amount of $183,513 are available in the Gas Tax Account No. 202-500-4317-3001-160801-01.

RECOMMENDATION:
Staff recommends that the City Council approve the Third Amendment to the Professional Services Agreement with Harris & Associates for the 2014/15 & 2015/16 Street Overlay Project, City Project No. 150813 & 160801, in the amount of $183,516 for a total contract amount of $558,449.

THIRD AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR
2012/2013 ANNUAL STREET OVERLAY PROJECT
CITY PROJECT NO. 130807

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement ("Third Amendment") is made and entered into this *October 13, 2015,* by and between the City of Rialto, a California municipal corporation, ("City"), and *Harris & Associates, Inc., a California corporation* ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *June 11, 2013,* ("Agreement"), whereby Consultant agreed to provide professional services related to the 2012/2013 Annual Street Overlay Project, City Project No. 130807, (the "Project"), to the City. The initial contract amount was $35,480.

2.1 Amendment 1. City and Consultant entered into the first amendment to the Agreement dated November 26, 2013 ("Amendment 1") to complete preparation of the plans, specifications, and estimate for the 2013/2014 Annual Street Overlay Project, City Project No. 140803 & 150801. The contract fee associated with the first amendment was $295,238 for a total contract amount of $330,718.

2.2 Amendment 2. City and Consultant entered into the second amendment to the Agreement dated November 26, 2013 ("Amendment 2") to complete a Pavement Management Plan update to include a survey of the pavement condition of the City's local residential streets. The contract fee associated with the second amendment was $44,215 for a total contract amount of $374,933.

2.3 Amendment 3. City and Consultant desire to amend the Agreement as further identified herein this Third Amendment to increase the scope of services of the Agreement, increase the total amount of compensation for the Agreement, and extend the term of the Agreement. The contract fee associated with this Third Amendment is $183,516 for a total contract amount of $558,449.

3. TERMS.

3.1 Scope of Services. The following is added to Section 1.1 "Scope of Services":

> In compliance with all terms and conditions of the Third Amendment, Consultant agrees to perform the professional services set forth in the Scope of Services described in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"** to the Third Amendment, which is attached hereto and is incorporated herein by reference. In providing services under this Third Amendment, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

3.2 Compensation. The following is added to Section 2.1 "Maximum Contract Amount":

For the Services rendered pursuant to this Third Amendment, Consultant shall be compensated by City in accordance with the Schedule of Compensation, identified in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"** to the Third Amendment, but not exceeding the amount of **One Hundred Eighty Three Thousand Five Hundred Sixteen Dollars ($183,516.00)**, (hereinafter referred to as the "Third Amendment Amount"), except as may be provided pursuant to Section 1.8 of the Agreement. The method of compensation shall be as set forth in **Exhibit "A."** Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 of the Agreement and will only be approved if such expenses are also specified in the Schedule of Compensation. The Third Amendment Amount shall include the attendance of Consultant at all Project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Third Amendment Amount for attending these meetings. Consultant hereby acknowledges that it accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates. The maximum amount of city's payment obligation under this Third Amendment is the amount specified herein. If the City's maximum payment obligation is reached before the Consultant's Services under this Third Amendment are completed, Consultant shall nevertheless complete the Work without liability on the City's part for further payment beyond the Third Amendment Amount. If City requests additional work not included in the Scope of Services identified in the Third Amendment and as described in the Consultant's letter dated September 11, 2015 included as **Exhibit "A"**, Consultant and City shall negotiate the additional work requested, and shall mutually agree on the amount of additional compensation associated with the requested additional work. No additional work may be undertaken by the Consultant unless a separate Amendment to this Agreement is first approved by both the City and Consultant.

3.3 Method of Payment. The following paragraph is hereby added to Section 2.2 "Method of Payment" of the Agreement:

Unless some other method of payment is specified in the Schedule of Compensation for the Third Amendment, described in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"**, in any month in which Consultant wishes to receive payment, no later than the tenth (10) working day of such month, Consultant shall submit to the City, in a form approved by the Contract Officer, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within thirty (30) days after receipt of the invoice or a soon thereafter as is reasonably practical. There shall be a maximum of one payment per month.

3.4 Schedule of Performance.

A. The following paragraph is hereby added to Section 3.1 "Time of Essence" of the Agreement:

> Time is of the essence in the performance of the Third Amendment of the Agreement. The time for completion of the services to be performed by Consultant is an essential condition of the Third Amendment of the Agreement. Consultant shall prosecute regularly and diligently the Work of the Third Amendment of the Agreement according to the agreed upon Schedule of Performance identified in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"** to the Third Amendment.

B. The following paragraph is hereby added to Section 3.2 "Schedule of Performance" of the Agreement:

> Consultant shall commence the Services pursuant to the Third Amendment of the Agreement upon receipt of a written notice to proceed given by the City, and shall perform all Services within the time period(s) established in the Schedule of Performance, identified in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"** to the Third Amendment. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

C. The following paragraph is hereby added to Section 3.4 "Term" of the Agreement:

> Unless earlier terminated as provided elsewhere in the Agreement, the Services pursuant to the Third Amendment of the Agreement shall commence upon the effective date of the Third Amendment and continue in full force and effect until completion of the Services, as provided in the Schedule of Performance described in the Consultant's letter dated September 11, 2015, included as **Exhibit "A"**, and pursuant to Section 3.2 of the amended Agreement, unless extended by mutual written agreement of the Parties.

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Consultant have caused this Third Amendment of the Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

By _____
Deborah Robertson
Mayor

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

RECOMMENDED:

By _____
Robert G. Eisenbeisz, P.E.
Public Works Director/City Engineer

CONSULTANT

By: Harris & Associates, Inc., a California corporation
Firm/Company Name

By:_____ By:_____
Signature (notarized) Signature (notarized)

Name:_____ Name:_____

Title:_____ Title:_____

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

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

State of _____)
County of _____)ss

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

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

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of _____)
County of _____)ss

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

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

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

Harris & Associates SM
Shaping the Future, One Project at a Time SM

September 11, 2015

Jeff Schafer, P.E.
Associate Civil Engineer
Public Works Department
City of Rialto
335 W. Rialto Avenue
Rialto, CA

Subject: Proposal for City of Rialto
2015-16 Roadway Rehabilitation Project

Dear Mr. Schafer:

Harris & Associates (Harris) appreciates the opportunity to continue to serve the City of Rialto on the subject Annual Roadway Rehabilitation Project.

PROJECT DISCUSSION AND APPROACH

As part of the City's goal to continually improve the roadway infrastructure of the City, Public Works Department is continuing its ongoing multi-year roadway rehabilitation program. This proposal is for engineering design services and the preparation of construction documents rated to the repair and rehabilitation of select arterial roadways throughout the City. Roadways included in this year's project were selected based in-part on the recommendation of the City's existing Pavement Management System and direction for the City's Transportation Commission.

We understand the project's goals and critical elements to be:

1. Develop and an annual roadway rehabilitation program to maximize the City's available budget. Our approach includes performing a preliminary investigation and design phase to size and scope the project to match the available City budget, followed by the development of bid documents for construction based on the finding and approved approach developed during the preliminary design phase.
2. Minimize construction costs by using conventional mill and overlay methods with dig-outs where feasible while considering sustainable pavement rehabilitation methods, such as Full Depth Reclamation (FDR),where the structural base is not adequate which will save money, trucking costs for haul away and import, recycle existing pavement materials and reduce related traffic impacts in and out of the City.
3. Enhance safety, function and aesthetics along the subject roadways that leaves a lasting impression to its users that the area is truly new and improved.

Our approach will be to capitalize on our discussions with City staff, recent City of Rialto experience and lessons learned in the recent preparation of construction documents and construction assistance for the Riverside Drive Project and soon to be constructed improvements along Slover Ave, Rialto Ave and Cedar Ave. Harris has also preformed similar

roadway rehabilitation work for the Cities of Temecula, Cathedral City, South Gate, Glendale, Fullerton, Yorba Linda, Garden Grove and many other cities throughout Southern California.

Project elements include a preliminary design phase which will include determining the sub-surface conditions of each roadway segment, by extracting core samples at selected intervals. Laboratory testing of these samples will determine various soil engineering properties including the R-value. Pavement rehabilitation techniques will be recommended for the various segments, including Asphalt Concrete Overlay, Full Depth Replacement (FDR), cold-in-place recycling and other methods.

A detailed field review will be performed on each roadway segment, proposed concrete and roadway repair areas will be field marked and quantified. The Harris team will be evaluating the existing sidewalks, curbs, gutters and driveways to identify sections in need of repair or replacement. Curb ramps not meeting current ADA standards will be modified.

Harris will use the geotechnical recommendations and field reviewed quantities to provide an estimate probable cost for each rehabilitation option and will work closely with City staff to determine the preferred method for each roadway segment based on feasibility, cost, construction impacts, maintenance and expected service life.

The Final Design Phase will be done based on the design decisions made at the preliminary engineering level and will include preparation of plans, specifications and estimates for bidding and construction. Construction documents will be presented to the City of reviews and approvals prior to issuance of final bid documents.

This year program includes the following segments for consideration for roadway rehabilitation and reconstruction:

Segment No.	Roadway	Segment	Approximate length (LF)
1	Cactus Avenue	Foothill Boulevard to Rialto Avenue	2,575
2		Rialto Ave to Merrill Avenue	2,640
3		Bloomington Ave to San Bernardino Ave	1,400
4	Randall Avenue	Maple Avenue to Linden Ave	1,280
5		Linden Avenue to Cedar Ave	1,320
6		Cedar Avenue to Spruce Ave	2,640
7		Spruce Avenue to Cactus Ave	1,320
8	San Bernardino Avenue	Larch Ave to Bloomington Ave	970
9		Bloomington Ave to Cactus Ave	1,240
10		Cactus Ave to Lilac Ave	1,320

The opinion of the probable construction costs for these streets could range from approximately $2 million to $6 million depending on whether the roadways can be rehabilitated by simply patching and overlays or a more costly complete reconstruction due to structural inadequacies. The geotechnical investigation/pavement design as well as input from staff, during the preliminary design phase, will ultimately determine the type of construction to be performed on each roadway segment. The intent is to design and prepare construction

documents for all these streets. The City may want to separate the construction documents prepared for this project into separate bid packages and perform the work over multiple years to match the available budget.

PROJECT TEAM

We have assembled a team of professionals with outstanding qualifications who have worked successfully on similar projects for the City. Harris' Project Manager, Randall Bliss, PE, will serve as the single point-of-contact. Mr. Bliss brings over 28 years of professional experience in public works design. He has managed and designed a wide variety of public works projects including pavement rehabilitation, street widening, and pavement management programs. Tapa Dutta, PE will serve as QA/QC Manager for this project and has extensive street design experience and will bring his strengths to the team. The project will also be supported by Harris staff Project Engineers and Technicians in the development of the construction documents.

We propose to team with our sub-consultant LOR Geotechnical Group to perform subsurface investigation and provide pavement design recommendations.

SCOPE OF SERVICES

The following sections details the project elements, Scope of Services, Schedule and Fees, all of which are based on our understanding of the project and discussions with City staff.

The Scope of Services is divided into three phases. The first phase of work consists of data gathering via research and field investigations. The second phase includes the development of preliminary design recommendations and the preparation of construction documents for the identified improvements. The final phase includes engineering support during bidding and construction.

PHASE 1 – PRELIMINARY DESIGN

A. Kick-Off Meeting:
The project will commence with a kick-off meeting with City staff. The purpose of the project and the desired objectives will be discussed / confirmed. The project schedule will be reviewed and lines of communication will be established.

B. Review Existing Documents
There is no survey being performed as part of this project and project base mapping will be developed from record drawings and field reviews. The existing as-built record plans will be researched and obtained by Harris staff at the City offices and the County and other available resources. Records research will also include research of publicly available assessor's parcel information to determine the location of the roadway right-of-way. All documents will be completely reviewed and documented as appropriate. Utility research is not included in the scope as stated earlier. Field reviews will also be conducted to confirm the accuracy of the aerial surveys.

C. Geotechnical Investigation (LOR Geotechnical):

The purpose of our investigation will be to determine the current subsurface conditions along the project. This will include measuring the current asphalt concrete, any aggregate base, and any macadam, where present. Subsurface soil samples will be obtained at select intervals for determination of soil engineering properties to assist the design and construction pavement rehabilitation project.

The general scope of our services for the pavement rehabilitation project will include:

1. Review of available data developed for the project by the City and any additional reports/plans prepared for the project, if provided.
2. Obtain a no-fee permit from the City of Rialto for our work on the project
3. Traffic control will be provided by our licensed sub consultant, Full Traffic Maintenance in accordance with the California MUTCD 2014. It is assumed that detailed traffic control plans will not be required for this task.
4. Marking of the boring locations and contacting Underground Service Alert of Southern California.
5. A total of **17** borings to depths of approximately 5 feet within the existing pavement area are currently proposed. This represents one boring per 1,000 linear feet of roadway. We will repair all borings with cold-patch asphalt that meets or exceeds the existing pavement thickness.
6. Test selected samples of the subsurface soils to verify the soil classification and determine their various soil engineering properties. Laboratory testing will include, moisture content, in place density, sand equivalent, sieve analysis, and R-value. All tests will be conducted at our geotechnical laboratory which is Caltrans Certified in proficiency to conduct the necessary testing.
7. Evaluate all data developed and formulate recommendations for pavement rehabilitation structural design. This will include, as feasible: new asphalt concrete over aggregate base, full depth asphalt concrete, overly/inlay, cold-in-place recycling, and other methods.
8. Prepare a detailed Pavement Design Report presenting our findings, conclusions, and recommendations.

D. Detailed Field Review and Development of Probable Quantities

The Project Team will perform a comprehensive field review of each street within the project to determine the following:

- Field mark and quantify all failed pavement areas potentially requiring reconstruction or repair,
- Field mark and quantify any damaged PCC curb and gutter improvements.
- Note and digitally photograph critical project elements during our field review, including all existing ramps, that do not conform to ADA requirements and landings that are missing ramps
- Note existing striping and legends.
- Note access concerns/traffic control concerns.
- Quantify surface utilities affected by construction
- Note potential utility issues and other construction challenges.
- Define items of work for each treatment alternative and calculate quantities
- Consider alternative or minimal rehabilitation treatment outside those provided by the geotechnical engineer.

E. Preliminary Cost Estimates and Project Sizing

During this task Harris will help develop a project that is sized to match the available construction budget and also addresses the concerns of City engineering and maintenance staff, and the public. Work will include review of information obtained in tasks A thru D above and the development of cost estimates for various pavement recommendations and alternatives. Harris will work closely with City staff to review the roadway rehabilitation alternatives and their associated cost and gain concurrence on the approach, rehabilitation methods and costs to be used in the development of construction documents. Work items also include prioritizing candidate streets

The Harris team will meet with City staff to discuss the preliminary design and agree on a final project approach prior to preparation of project specific PS&E.

PHASE 2 – CONSTRCUTION DOCUMENTS

Based on the approved approach and project sizing developed in the Preliminary Design Phase, Harris will begin to develop the PS&E construction documents suitable for bidding purposes. Prior to developing the project plans and construction documents, Harris staff will work with City staff to determine the level of detail and effort needed for the plan development to communicate the proposed roadway rehabilitation construction. The scope and fee for the construction documents presented below are based on providing detailed plans of each segment of roadway segment using existing as-built drawings as the base mapping. The actual number of plan sheets and presentation style of the plans can be adjusted, within the proposed fee, based of City preference and approach developed in Phase 1.

A. Construction Drawings:

After the preliminary design and feedback meeting, the construction drawings will be developed to the 90% and 100% levels for City review. The plans will be prepared using the City's standard title block in AutoCAD format. The anticipated list of drawings is as follows. It is assumed that the five segments will be bid as one package.

1. One (1) Title Sheet with Project Index Map
2. One (1) General Notes, Symbols and Abbreviations Sheet, if required
3. Up to two (2) typical sections & details sheet
4. Eight (14) street rehabilitation plan sheets (1" = 40' scale), two panels in each sheet
5. Eight (8) striping plan sheet (1" = 40' scale) with three panels per sheet

Total = Approximately twenty (26) sheets.

B. Technical Specifications:

Special provisions, in "Green Book format" describing the project street items and the technical requirements will be prepared. The Special Provisions will describe special design and coordination features of the project as well as provide requirements for materials, equipment, installation and workmanship. A bid schedule will also be prepared which will be broken out into sufficiently detailed tasks to assist in evaluating the bids and preparing progress payments. City furnished front end contract and insurance documents. The work will be submitted on a CD in Microsoft Word format.

C. Engineer's Final Opinion of Probable Construction Costs:
A detailed engineer's opinion of probable construction costs will be developed for each plan submittal to the City. The estimates will incorporate recent relevant bid prices, price quotes from equipment vendors as necessary, and will reflect the most recent trends in construction pricing.

D. QA/QC & Deliverables/Submittals:
Harris will have senior engineering staff perform a QA/QC review using Harris QA/QC Manual and check lists. Harris will prepare the previously detailed contract documents, including bid schedule, special provisions, and final engineer's opinion of construction costs in Microsoft WORD format. PDF plans will also be issued. All drawings will be provided in AutoCAD format upon completion of the project. Harris will also provide to the City complete signed and sealed plans plotted in ink, on Mylar film, on the City's approved standard size sheets, with the City's standard title block.

During the final design phase, the following submittals will be furnished to the City.

Submittal %	Description
Preliminary	Cost Estimates
90%	Plans, Specifications, Cost Estimates
100%	Plans, Specifications, Cost Estimates
Final	Original Mylars (full size), Specifications, Cost Estimate

PHASE 3 – BIDDING & CONSTRUCTION ASSISTANCE

Harris will provide services through the bidding & construction phase as follows:

A. Respond to Questions During Bidding:
This task will involve responding to Contractor questions during the bid as required by City staff. It is understood that the City will receive all the questions and issue the responses in order to properly control the flow of information.

B. Attend Pre-Construction:
The Project Engineer will attend the pre-construction meeting.

C. Response to Request for Information:
Harris will provide responses to requests for information and change order proposals, if any, submitted by the Contractor. Clarification drawings will be prepared and distributed, as required.

D. As-Build Drawing Preparation:
Contractor and City Construction Representative redline drawings will be used for preparation of electronic as-built drawing. 1 Set Revised Mylar Drawings from electronic revisions.

ASSUMPTIONS AND EXCLUSIONS

We have made the following assumptions and exclusions for this project:

1. Prevailing wages applies to geotechnical work.

2. Since the impervious area remains the same, the project will not require a Water Quality Management Plan (WQMP). Compliance with the NPDES permit for construction requiring a Storm Water Pollution Prevention Plan (SWPPP) will be a contractor responsibility which will be stated in the project special provisions. The project will not include the designs of bio-swales and/or bio retention systems to address permanent water quality elements, should they be found to be required

3. Our scope does not include utility research. We expect the project will not alter the finished grade profile significantly. Existing utility lines and their appurtenances within the construction footprint will be protected in place or adjusted to grade, if required, by the contractor. Project plans will address adjustment of surface utilities only.

4. An Environmental Document is not required for this project.

5. Coordination and permitting with the Railroad is not anticipated and will be perform by the City as on past projects.

6. Right of Way acquisition (R/W) will not be required for this project.

7. No survey or monument research or will be performed as part of the design. Survey monument perpetuation will be the reasonability of the contractor during construction and covered in the specifications and a separate construction survey bid item.

CITY RESPONSIBILITIES

The City would assume the following responsibilities:

- Make available and provide all existing data and information relevant to the project.
- Provide access to City as-built record plans for Harris staff to research.
- Provide available utility record maps from city-provided research
- Provide all environmental clearances, if required
- Railroad coordination and permitting.
- Advertise, print bid sets, review construction bids and award contract
- Provide construction management, administration, inspection, staking and materials testing
- Pay all outside agency permit fees, if any.

PROJECT SCHEDULE:

Upon Notice to Proceed (NTP), we expect to complete the final PS&E within seven (7) months, assuming two weeks City review time for each milestone submission and no unforeseen circumstances impacting the project schedule. A detailed schedule can be provided at the kickoff meeting if needed.

FEES

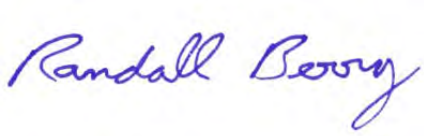
The following are a summary of the not-to-exceed fee to provide the previously detailed scope. **Detailed Fee Charts** are included on a separate page for your information and use in evaluating this proposal and shows the hourly breakdown of all of the major tasks. The fees should be considered as a negotiable offer. We would be happy to discuss the fees and their association to our proposed scope of work and make revisions where mutually agreeable.

	FEE
PHASE 1: Research & Investigation	$ 69,386
PHASE 2: Preliminary Design & Final	$ 100,110
PHASE 3: Bidding & Construction Assistance	$ 14,020
BASE PROJECT TOTAL, NOT TO EXCEED FEE =	**$ 183,516**

The fees above include all printing costs, travel time, equipment and incidentals needed to perform the work (except for printing of multiple sets for bidding). Outside Agency fees, if any, are not included. We appreciate the opportunity to be of continued service to the City of Rialto and look forward to another successful project.

Sincerely,
HARRIS & ASSOCIATES

Randall Bliss, PE
Senior Project Manager



Randall G. Berry, PE
Director, Engineering Services

CITY OF RIALTO

2015-16 ROADWAY PAVEMENT REHABILITATION PROGRAM

TASK / HOUR BREAKDOWN

September 11, 2015

Harris & Associates

TASK NO.	Work Task or Item Description	SR PROJECT MANAGER Randall Bliss $185 HOURS	SR PROJECT MANAGER Randall Bliss $185 FEE	QA/QC MANAGER Tapas Dutta $200 HOURS	QA/QC MANAGER Tapas Dutta $200 FEE	DESIGN SUPPORT Ashley Lee Marc Gallardo $100 HOURS	DESIGN SUPPORT Ashley Lee Marc Gallardo $100 FEE	HARRIS TOTALS HOURS	HARRIS TOTALS FEE	LOR - Geotechnical	10% Sub Markup	TOTAL SUB FEES	GRAND TOTAL FEE
	PHASE 1 - PRELIMINARY DESIGN												
A	Kick-off Meeting	4	$740	2	$400	4	$400	10	$1,540			$0	$1,540
B	Review Existing Documents	16	$2,960		$0	56	$5,600	72	$8,560			$0	$8,560
C	Geotechnical Investigations	2	$370		$0	2	$200	4	$570	$18,005	$1,801	$19,806	$20,376
D	Detailed Field Review and Development of Probable Quantities	96	$17,760		$0	96	$9,600	192	$27,360			$0	$27,360
E	Preliminary Cost Estimates and Project Sizing	30	$5,550		$0	60	$6,000	90	$11,550			$0	$11,550
	Sub Total - Phase 1	148	$27,380	2	$400	218	$21,800	368	**$49,580**	$18,005	$1,801	**$19,806**	**$69,386**
	PHASE 2 - CONSTRUCTION DOCUMENTS PS&E												
A	Construction Drawings	120	$22,200		$0	480	$48,000	600	$70,200			$0	$70,200
B	Technical Specifications	54	$9,990	2	$400	24	$2,400	80	$12,790			$0	$12,790
C	Engineer's Opinion of Probable Construction Costs	24	$4,440		$0	40	$4,000	64	$8,440			$0	$8,440
D	QA/QC & Deliverables/Submittals	8	$1,480	16	$3,200	40	$4,000	64	$8,680			$0	$8,680
	Sub Total - Phase 2	206	$38,110	18	$3,600	584	$58,400	808	**$100,110**	$0	$0	**$0**	**$100,110**
	PHASE 3 - BIDDING & CONSTRUCTION ASSISTANCE												
A	Respond to Questions During Bidding	8	$1,480		$0		$0	8	$1,480			$0	$1,480
B	Attend Pre-Construction Meeting	4	$740		$0		$0	4	$740			$0	$740
C	Respond to Request for Information	32	$5,920		$0	8	$800	40	$6,720			$0	$6,720
D	As-Built Drawing Preparation	8	$1,480	2	$400	32	$3,200	42	$5,080			$0	$5,080
	Sub Total - Phase 3	52	$9,620	2	$400	40	$4,000	94	**$14,020**		$0	**$0**	**$14,020**
	TOTAL HOURS AND BUDGETS												
		406	$75,110	22	$4,400	842	$84,200	1270	**$163,710**	$18,005	$1,801	**$19,806**	**$183,516**
	Percentage of Total Hours/Fee	31.97%		1.73%		66.30%			89.21%			10.79%	

Legislation Details (With Text)

File #:	15-709	Version:	1	Name:	TAB 16
Type:	Agreement			Status:	Agenda Ready
File created:	9/23/2015			In control:	City Council
On agenda:	10/13/2015			Final action:	
Title:	Request City Council to (1) Award a Construction Contract to Dalke & Sons Construction, Inc., a California corporation, in the amount of $356,040.00 for the Facilities ADA Improvement Project, City Project No. 150201; (2) Authorize a Purchase Order with Willdan Engineering in the Amount of $18,570 for Construction Management and Inspection Services for the Facilities ADA Improvement Project, City Project No. 150201; (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of $35,600. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment 1 - Agenda item tab 8 Attachment 2 - CP No. 150201 Bid Results Attachment 3 - License & Reference Check Attachment 4 - Construction Contract Attachment 5 - Willdan Proposal 09-23-15 Attachment 6 - Notice of Exemption CP150201				

Date	Ver.	Action By	Action	Result

For City Council Meeting [October 13, 2015]

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Robert G. Eisenbeisz, P.E., Public Works Director/City Engineer

Request City Council to (1) Award a Construction Contract to Dalke & Sons Construction, Inc., a California corporation, in the amount of $356,040.00 for the Facilities ADA Improvement Project, City Project No. 150201; (2) Authorize a Purchase Order with Willdan Engineering in the Amount of $18,570 for Construction Management and Inspection Services for the Facilities ADA Improvement Project, City Project No. 150201; (3) Delegate Authority to the City Administrator to Approve and Execute Construction Contract Change Orders up to a Cumulative Amount of $35,600. (ACTION)

BACKGROUND:

The cost to maintain acceptable levels of service on City facilities increases with age. In addition, retrofits are required to maintain compliance with the City's building and safety standards as well as compliance with Americans with Disabilities Act (ADA) requirements. Capital Improvement Program funds have been allocated to improve City facilities. This project will increase the usefulness of the

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City of Rialto facilities and bring them into compliance with current building codes.

The ADA requires public facilities be accessible to persons with disabilities. As part of this effort, the Development Services, Finance, and Public Works buildings will be remodeled to improve ingress/egress, restroom facilities, and pathways to the restrooms.

On September 9, 2014, the City Council approved a third amendment to the Professional Services Agreement (PSA) with Andresen for architectural design services for Facilities ADA Improvements, City Project No. 150201. The contract fee associated with the third amendment was $36,500. The staff report for this action is included as Attachment 1 .

On August 11, 2015, the City Council approved the construction drawings and contract specifications, and authorized the release of Request for Bid (RFB) No. 16-007 for the Facilities ADA Improvement Project, City Project No. 150201.

ANALYSIS/DISCUSSION:
The City released RFB No. 16-007 for the Facilities ADA Improvement Project on August 19, 2015, and published the Notice Inviting Bids in the San Bernardino County Sun; on the City of Rialto website and provided construction documents to various plan rooms. On September 15, 2015, the City received four (4) bids, tabulated as follows:

Company	Location	Type of Firm	Bid Amount
Dalke & Sons Construction, Inc.	Riverside, CA	Corporation	$356,040.00
Delt Builders, Inc.	Rancho Cucamonga, CA	Corporation	$364,885.00
ABNY General Engineering	Glendora, CA	Corporation	$395,000.00
Norse Corporation	Costa Mesa, CA	Corporation	$405,000.00

Table 1

A full bid summary is included as Attachment 2 .

Dalke & Sons Construction, Inc.

The lowest bid was received from Dalke & Sons Construction, Inc. of Riverside, and was found to be complete in all respects. On this basis, staff recommends that the Bid received from Dalke & Sons Construction, Inc., be accepted as the lowest responsive bid.

The engineer's estimate for the Facilities ADA Improvement Project, City Project No. 150201 was $350,000; the lowest responsive bid was $356,040.00.

Staff reviewed the bid, references, and contractor's licenses, and found Dalke & Sons Construction, Inc. to be properly licensed and qualified. Contractor's Licenses and references check are included as Attachment 3. Chapter 2.47 of the Rialto Municipal Code includes provisions for local preference to firms located in Rialto for non-construction contracts; however, as a general law city, Rialto must award construction contracts to the lowest responsible bidder, thus the provisions of Chapter 2.47 do not apply to this project.

A construction contract with Dalke & Sons Construction, Inc., for the Project is included as Attachment 4 .

Additionally, staff requested a proposal from Willdan Engineering for construction management and inspection services related to the proposed project. This proposal is provided through the existing “on -call” construction management/program management contract the City has with Willdan. The number of working days associated with inspection and construction management on the proposed project is estimated at 45 working days. The proposal is included as Attachment 5 .

ENVIRONMENTAL IMPACT:
Section 21084 of the California Public Resources Code requires Guidelines for Implementation of the California Environmental Quality Act (CEQA). The Guidelines are required to include a list of classes of projects which have been determined not to have a significant effect on the environment and which are exempt from the provisions of CEQA. In response to that mandate, the Secretary for Resources identified classes of projects that do not have a significant effect on the environment, and are declared to be categorically exempt from the requirement for the preparation of environmental documents. In accordance with Section 15301 “Existing Facilities,” Class 1 projects consist of the minor alteration of existing public structures, therefore, the Facilities ADA Improvement Project, City Project No. 150201 is considered categorically exempt from CEQA. Staff has prepared and filed a Notice of Exemption for each project, included as Attachments 6 .

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Approval of this action complies with the City of Rialto General Plan Goal and Policies:

Goal 3-11: Provide community facilities that adequately support established programs, can accommodate future needs, and are accessible to all members of the community.

Policy 3-11.1: Allocate resources for the maintenance and operations of City facilities; explore alternative funding options for maintenance and operational costs of new facilities.

LEGAL REVIEW:
The City Attorney has reviewed and approved the staff report and construction contract.

FINANCIAL IMPACT:
The adopted project budget for the Facilities ADA Improvement Project, City Project No. 150201, is shown in Table 2:

Expense String			Budget
01	DESIGN	770-500-7302-3001	30,000.00
04	ADMINISTRATION DESIGN SUPPORT	770-500-7302-3001	10,000.00
05	CONSTRUCTION	770-500-7302-3001	305,000.00
15	CONSTRUCTION SUPPORT	770-500-7302-3001	20,000.00
16	CONSTRUCTION MANAGEMENT	770-500-7302-3001	35,000.00
99	NON CATEGORIZED	770-500-7302-3001	0.00
			400,000.00

Table 2

An additional $87,000 will be necessary to fund the anticipated construction cost of $356,040.00 along with a contingency amount of $35,600 for the project.

On September 22, 2015, City Council approved the award of construction for the City Hall Electrical Upgrade, Project No. 150203 for $15,000. The budget for this project was for $150,000, as itemized in the Table 3 below. The unused budget for the City hall Electrical Upgrade project Remaining budget from the City Hall Electrical Upgrade project is more than enough to cover the additional $87,000 needed for the Facilities ADA Improvement Project, City Project No. 150201. Both projects are being funded from the same Facilities Internal Service Fund Account No. 770-500-7302-3001.

Description	Account No.	City Hall Electrical Upgrade, 150203 Original Budget	Proposed New Budget Based on Award on 09-22-2015	Remaining Budget Reallocated to Facilities ADA Improvement Project, City Project No. 150201
04 Administration	770-500-7302-3001	$ 30,000.00	$ 5,000.00	$ 25,000.00
05 Construction	770-500-7302-3001	$ 80,000.00	$ 20,000.00	$ 60,000.00
13 Overhead Allocation	770-500-7302-3001	$ -	$ -	$ -
15 Construction Support	770-500-7302-3001	$ 20,000.00	$ 18,000.00	$ 2,000.00
16 Construction Administration	770-500-7302-3001	$ 20,000.00	$ 20,000.00	$ -
99 Construction Contingency	770-500-7302-3001			$ -
Total		**$ 150,000.00**	**$ 63,000.00**	**$ 87,000.00**

Table 3

Contingency Funds
Staff recommends that contingency funds of $35,600 be reserved and available for additional work that may be required; and that the City Council delegate authority to the City Administrator to approve Construction Contract Change Orders up to the contingency amount in the event that changes are required during construction in response to unforeseen conditions.

RECOMMENDATION:
Staff recommends that the City Council:

- Award a construction contract to Dalke & Sons Construction, Inc., a California corporation, in

the amount of $356,040.00 for the Facilities ADA Improvement Project, City Project No. 150201.

- Authorize a Purchase Order with Willdan Engineering in the Amount of $18,570 for Construction Management and Inspection Services for the Facilities ADA Improvement Project, City Project No. 150201.

- Delegate authority to the City Administrator to approve and execute construction contract change orders up to a cumulative amount of $35,600.

Legislation Details (With Text)

File #:	14-665	Version:	1	Name:	TAB 8
Type:	Agreement			Status:	Agenda Ready
File created:	8/26/2014			In control:	City Council
On agenda:	9/9/2014			Final action:	
Title:	Request City Council to Approve the Third Amendment to the Professional Services Agreement with Andresen Architecture, Inc. for the Facilities ADA Improvements, City Project No. 150201, in the amount of $36,500 for a Total Contract Amount of $72,500. (ACTION)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	3rd Amendment Andresen PSA 09-01-14				

Date	Ver.	Action By	Action	Result

For City Council Meeting

TO: Honorable Mayor and City Council

APPROVAL: Michael E. Story, City Administrator

FROM: Marcus L. Fuller, P.E., P.L.S., Public Works Director/City Engineer

Request City Council to Approve the Third Amendment to the Professional Services Agreement with Andresen Architecture, Inc. for the Facilities ADA Improvements, City Project No. 150201, in the amount of $36,500 for a Total Contract Amount of $72,500.
(ACTION)

BACKGROUND:

The 2012/13 and 2013/14 fiscal year budgets appropriated funding to complete remodeling of the following facilities:

- City Clerk's Building
- Human Resources Building
- Police Department

On July 24, 2013, following a competitive consultant selection process, staff approved a Professional Services Agreement (PSA) with Andresen Architecture, Inc., (Andresen), for architectural design services related to the remodel of the City Clerk's building. The contract fee for the City Clerk's Office remodel was $9,500.

On August 13, 2013, the City Council approved a first amendment to the PSA with Andresen for architectural design services for the Human Resources Building and Police Department. The contract fee associated with the first amendment was $14,000.

On February 11, 2014, the City Council approved a second amendment to the PSA with Andresen for architectural design services for a new training room addition at the Police Department annex. The contract fee associated with the second amendment was $12,500.

ANALYSIS/DISCUSSION:
The 2014/15 fiscal year budget appropriated funding to continue with remodeling of the following facilities:

- Development Services Building
- Finance Department Building
- Public Works Department Building

Rialto Municipal Code section 2.48.450 authorizes the retention of professional services, such as architectural services, to be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Given the experience of working with Andresen, and the success by which the various City facility remodeling projects have been completed, staff solicited a proposal from Andresen to provide architectural design services for these three additional facilities. The project will include preparation of preliminary floor plans for a complete remodel of the Development Services Building to provide more efficient use of space, and construction drawings to remodel the existing restrooms as ADA accessible restrooms. The project also includes renovations to the Finance Department Building, with limited improvements to the lobby, and to remodel the existing restrooms as ADA accessible restrooms. Finally, the project includes remodel of the existing employee restrooms at the Public Works Department.

ENVIRONMENTAL IMPACT:
Approval of the Third Amendment to the Professional Services Agreement with Andresen Architecture, Inc., is not a “Project” as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a “Project” means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Staff will complete an evaluation of the project, pursuant to CEQA, prior to initiating construction of the project.

GENERAL PLAN CONSISTENCY:
This action is consistent with Guiding Principle 3A in the General Plan:

Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.

Approval of this action complies with the following City of Rialto General Plan Goal and Policy:

Goal 3-11: Provide community facilities that adequately support established programs, can accommodate future needs, and are accessible to all members of the community.

Policy 3-11.1: Allocate resources for the maintenance and operations of City facilities; explore

alternative funding options for maintenance and operational costs of new facilities.

LEGAL REVIEW:
The City Attorney has reviewed and approved this staff report and the Third Amendment to the Professional Services Agreement.

FINANCIAL IMPACT:
The City Council has established a budget of $200,000 from the Building Maintenance Fund for the Facilities ADA Improvements, City Project No. 150201. The currently adopted and proposed (amended) project budget for City Project No. 150201, is shown in Table 1:

Project Phase	Adopted Budget	Amended Budget
Design	$30,000	$36,500
Administration	$10,000	$10,000
Construction	$105,000	$123,500
Construction Support	$20,000	$30,000
Construction Management	$35,000	$0
Budget Available	$200,000	$200,000

Table 1

Following adjustment of the budget as shown in Table 1, sufficient funding will be available for the design services are budgeted and available in the Building Maintenance Fund (Fund 770) Account No. 770-500-7302-3001-150201-01.

RECOMMENDATION:
Staff recommends that the City Council approve the Third Amendment to the Professional Services Agreement with Andresen Architecture, Inc. for the Facilities ADA Improvements, City Project No. 150201, in the amount of $36,500 for a total contract amount of $72,500.

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RIALTO AND ANDRESEN ARCHITECTURE, INC.

1. PARTIES AND DATE.

This Third Amendment to the Professional Services Agreement ("Third Amendment") is made and entered into this *September 9, 2014,* by and between the City of Rialto, a California municipal corporation, ("City"), and *Andresen Architecture, Inc.,* ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Third Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated *July 24, 2013* ("Agreement"), whereby Consultant agreed to provide professional architectural design services to the City related to *ADA Improvements – Citywide Public Facilities, City Project No. CB1303 & 140204*.

2.2 Amendment 1. City and Consultant entered into the first amendment to the Agreement dated *August 13, 2013* ("Amendment 1") to include additional services for professional architectural design services specifically to the Police and Human Resource facilities related to *ADA Improvements – Citywide Public Facilities, City Project No. CB1303 & 140204*.

2.3 Amendment 2. City and Consultant entered into the second amendment to the Agreement dated *February 11, 2014* ("Amendment 2") to include additional services for professional architectural design services specifically for the new Police Department training room located at 429 W. Rialto Ave. associated with *Police Department Training Room Addition, City Project No. 140210*.

2.4 Amendment 3. City and Consultant desire to amend the Agreement by this Third Amendment to include additional services for the project as set forth in "**Exhibit A**", attached hereto and incorporated herein by this reference, to extend the term of the Agreement, and to increase the total amount of compensation for the Agreement.

3. TERMS.

3.1 Scope of Services. The following paragraph is hereby added to Section 1.1 of the Agreement:

> "The additional services to be provided pursuant to this Third Amendment to the Agreement is more particularly described on "**Exhibit A**", attached hereto and incorporated herein by this reference."

3.2 Compensation. The first two sentences of Section 2.1 of the Agreement are hereby deleted and replaced with the following:

> "**Maximum Contract Amount.** For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached hereto as **Exhibit "B"** and is incorporated herein by reference, but not exceeding the maximum contract amount of **Seventy Two Thousand Five Hundred Dollars ($72,500)** (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.7 above. The method of compensation shall be as set forth in **Exhibit "B."**

3.3 Schedule of Compensation. **Exhibit "B",** Schedule of Compensation, shall be replaced with the attached **Exhibit "B".**

3.4 Term. **Exhibit "C",** Schedule of Performance, shall be replaced with the attached **Exhibit "C".**

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement on the 9th day of September, 2014.

CITY OF RIALTO

By: _____
Deborah Robertson
Mayor

Attest:

By: _____
Barbara A. McGee
City Clerk

Approved as to Form:

By: _____
Fred Galante, Esq.
City Attorney

Recommended:

By: _____
Marcus L. Fuller, P.E., P.L.S.,
Public Works Director/City Engineer

ANDRESEN ARCHITECTURE, INC.

By: _____
Signature

_____
Printed Name/Title

By: _____
Signature

_____
Printed Name/Title

Exhibit “A”
Scope of Work

EXHIBIT "A"
SCOPE OF SERVICES

General Scope of Work:

Item 1: Consultant shall provide additional professional services pursuant to the Third Amendment to the Agreement to support the City's efforts to remodel the existing restrooms and adjacent lounge area within the Building & Safety Department (Development Services) Building, as follows:

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Framing Plans, Roof Plan, Interior Elevations, Plumbing & Mechanical Plans, Electrical Plans, Ceiling Plan, Structural Engineering, Sections, and specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints, plan check prints and one set of final mylars. *(Bid sets are not included in proposal amount)*
4. All telephone calls and facsimile transmissions.
5. Plan pick up and submittal.
6. Project Specifications and Bidding Assistance.
7. Provide Construction Administration. This includes but is not limited to: Pre-Bid Meeting Attendance, Bid Opening Meeting Attendance, Weekly Construction Meeting Attendance, Submittal Reviews and response to RFI's.
8. Engineering Cost Estimate
9. Design Schedule

Item 2: Consultant shall provide additional professional services pursuant to the Third Amendment to the Agreement to develop preliminary floor plans for a complete remodel of the Development Services Building (excluding the restroom remodel included in Item 1), as follows:

PROPOSAL TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Preliminary Plans. This includes but is not limited to: Site visit to measure and take photographs and prepare Preliminary Floor Plans.
2. Expediting plans through owner's review process including making revisions, as necessary, to determine scope of work.
3. Photocopies of progress prints.
4. All telephone calls and facsimile transmissions.

EXHIBIT "A"
SCOPE OF SERVICES

Item 3: Consultant shall provide additional professional services pursuant to the Third Amendment to the Agreement to support the City's efforts to remodel the existing restrooms within the Finance Department Building, including replacement of existing flooring in the lobby, as follows:

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Framing Plans, Roof Plan, Interior Elevations, Plumbing & Mechanical Plans, Electrical Plans, Ceiling Plan, Structural Engineering, Sections, and specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints, plan check prints and one set of final mylars. *(Bid sets are not included in proposal amount)*
4. All telephone calls and facsimile transmissions.
5. Plan pick up and submittal.
6. Project Specifications and Bidding Assistance.
7. Provide Construction Administration. This includes but is not limited to: Pre-Bid Meeting Attendance, Bid Opening Meeting Attendance, Weekly Construction Meeting Attendance, Submittal Reviews and response to RFI's.
8. Engineering Cost Estimate
9. Design Schedule

Item 4: Consultant shall provide additional professional services pursuant to the Third Amendment to the Agreement to support the City's efforts to remodel the existing restrooms within the Public Works Department Building, as follows:

PROPOSAL SERVICES TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Working Drawings. This includes, but is not limited to: Site Plan, Demo Plan, Floor Plan, Foundation Plan, Framing Plans, Roof Plan, Interior Elevations, Plumbing & Mechanical Plans, Electrical Plans, Ceiling Plan, Structural Engineering, Sections, and specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. Photocopies of progress prints, plan check prints and one set of final mylars. *(Bid sets are not included in proposal amount)*
4. All telephone calls and facsimile transmissions.
5. Plan pick up and submittal.
6. Project Specifications and Bidding Assistance.
7. Provide Construction Administration. This includes but is not limited to: Pre-Bid Meeting Attendance, Bid Opening Meeting Attendance, Weekly Construction Meeting Attendance, Submittal Reviews and response to RFI's.
8. Engineering Cost Estimate
9. Design Schedule

Exhibit “B”
Schedule of Compensation

EXHIBIT "B"
SCHEDULE OF COMPENSATION

For the services rendered pursuant to the original scope of services pursuant to the Agreement, associated with the City Clerk Building Remodel, Consultant shall be compensated a lump sum fee of $9,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the First Amendment to the Agreement, associated with the City Clerk Building Remodel, Consultant shall be compensated a lump sum fee of $6,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the First Amendment to the Agreement, associated with the Police Department Remodel, Consultant shall be compensated a lump sum fee of $7,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the Third Amendment to the Agreement, associated with the room addition to the Annex Building on 429 W. Willow, Consultant shall be compensated a lump sum fee of $12,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the Third Amendment to the Agreement, associated with the Development Services Building restroom remodel, Consultant shall be compensated a lump sum fee of $9,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the Third Amendment to the Agreement, associated with the Development Services Building remodel, Consultant shall be compensated a lump sum fee of $2,500 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the Third Amendment to the Agreement, associated with the Finance Department Building remodel, Consultant shall be compensated a lump sum fee of $14,000 for completion of the required scope of services.

For the services rendered pursuant to the additional scope of services pursuant to the Third Amendment to the Agreement, associated with the Public Works Department restroom remodel, Consultant shall be compensated a lump sum fee of $10,500 for completion of the required scope of services.

END OF EXHIBIT "B"

Exhibit “C”
Schedule of Performance

EXHIBIT “C”
SCHEDULE OF PERFORMANCE

The required services shall be completed within thirty (30) days upon receipt of a Notice to Proceed from the City.

END OF EXHIBIT “C”

FACILITIES ADA IMPROVEMENT PROJECT
City Project No. 150201
BID SUMMARY

				DALKE & SONS CONSTRUCTION		DELT BUILDERS		ABNY GENERAL ENGINEERING		NORSE CORPORATION	
BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	For Bid Schedule A	1	LS	79,680.00	$79,680.00	77,885.00	$77,885.00	96,000.00	$96,000.00	106,000.00	$106,000.00
2	For Bid Schedule B	1	LS	137,680.00	$137,680.00	152,000.00	$152,000.00	147,000.00	$147,000.00	119,000.00	$119,000.00
3	For Bid Schedule C	1	LS	138,680.00	$138,680.00	135,000.00	$135,000.00	152,000.00	$152,000.00	180,000.00	$180,000.00
					$356,040.00		**$364,885.00**		**$395,000.00**		**$405,000.00**

Contractor's License Detail for License # 612500

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

DALKE & SONS CONSTRUCTION INC
4585 ALLSTATE DRIVE
RIVERSIDE, CA 92501-1701
Business Phone Number:(951) 274-9880

Entity Corporation
Issue Date 02/11/1991
Expire Date **02/28/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

B - GENERAL BUILDING CONTRACTOR
C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: SC687295
Bond Amount: $12,500
Effective Date: 03/02/2009
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) DALKE CALVIN ROGER certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 02/11/1991
This license filed Bond of Qualifying Individual number **SC6045388** for WILLOUGHBY SHERROD MARTIN in the amount of **$12,500** with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Effective Date: 03/02/2009
BQI's Bond History

Workers' Compensation

Policy Number: 7600008414
Effective Date: 01/01/2013
Expire Date: 01/01/2016
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 572682

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

JANUS CORPORATION
1081 SHARY CIRCLE
CONCORD, CA 94518
Business Phone Number:(925) 969-9200

Entity Corporation
Issue Date 07/11/1989
Expire Date **07/31/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-2 - INSULATION AND ACOUSTICAL
C21 - BUILDING MOVING, DEMOLITION
C22 - ASBESTOS ABATEMENT

Certifications

ASB - ASBESTOS (Check DOSH Asbestos Registration)
HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 710513
Bond Amount: $12,500
Effective Date: 01/01/2007
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) UHLE CRAIG MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 04/09/2007
The Responsible Managing Officer (RMO) ELY MICHAEL FREDERICK certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 03/25/2015
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the GREAT DIVIDE INSURANCE COMPANY
Policy Number:WCA2012038
Effective Date: 06/15/2015
Expire Date: 07/01/2016
Workers' Compensation History

Miscellaneous Information

03/02/2015 - C22 INFORMATIONAL LETTER SENT
03/25/2015 - DOSH REGISTRATION VERIFIED FOR C22

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 758849

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

LAM - TECH CORPORATION
45630 LA CRUZ DR
TEMECULA, CA 92590
Business Phone Number:(951) 699-9874

Entity Corporation
Issue Date 02/05/1999
Expire Date **02/28/2017**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-6 - CABINET, MILLWORK AND FINISH CARPENTRY

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.
Bond Number: 62857
Bond Amount: $12,500
Effective Date: 01/01/2007
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) GALLANT TIMOTHY JOHN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 03/25/2003

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:1795889
Effective Date: 04/01/2009
Expire Date: 04/01/2016
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 0000394

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

CONTINENTAL MARBLE AND TILE COMPANY
2460 ANSELMO DRIVE
CORONA, CA 92879
Business Phone Number:(951) 284-1776

Entity Corporation
Issue Date 09/27/1929
Expire Date **10/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C54 - TILE (CERAMIC AND MOSAIC)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 664532C
Bond Amount: $12,500
Effective Date: 04/17/2014
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) BALLANTYNE GEORGE RICHARD certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 11/08/2005

Workers' Compensation

This license has workers compensation insurance with the REPUBLIC UNDERWRITERS INSURANCE COMPANY
Policy Number:ATW00754300
Effective Date: 08/01/2015
Expire Date: 08/01/2016
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor's License Detail for License # 288724

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

STUMBAUGH & ASSOCIATES INC
3303 NORTH SAN FERNANDO BLVD
BURBANK, CA 91504
Business Phone Number:(818) 240-1627

Entity Corporation
Issue Date 11/19/1973
Expire Date **04/30/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D24 - METAL PRODUCTS
C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with INDEMNITY COMPANY OF CALIFORNIA.
Bond Number: 731696C
Bond Amount: $12,500
Effective Date: 01/01/2007
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) STUMBAUGH JEFFREY DALE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 03/12/2014
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST
Policy Number:WVE502068705
Effective Date: 03/01/2012
Expire Date: 03/01/2016
Workers' Compensation History

Contractor's License Detail for License # 233292

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

HOUR GLASS & MIRROR
806 NO MT VERNON AVE
COLTON, CA 92324
Business Phone Number:(909) 825-8113

Entity Corporation
Issue Date 04/05/1965
Expire Date **12/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C17 - GLAZING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INDEMNITY COMPANY.
Bond Number: 122188
Bond Amount: $12,500
Effective Date: 03/21/2014
Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) HOLGATE GREGORY LEE certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 12/10/1992

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number:9084672
Effective Date: 01/01/2014
Expire Date: 01/01/2016
Workers' Compensation History

Legal Name	Registration Number	County	City	Registration Date	Expiration Date
DALKE & SONS CONSTRUCTION, INC.	1000003081	RIVERSIDE	RIVERSIDE	6/18/2015	6/30/2016
JANUS CORPORATION	1000000894	CONTRA COSTA	CONCORD	6/18/2015	6/30/2016
LAM-TECH CORPORATION	1000003434	RIVERSIDE	TEMECULA	7/6/2015	6/30/2016
STUMBAUGH & ASSOCIATES, INC.	1000004145	LOS ANGELES	BURBANK	6/26/2015	6/30/2016
CONTINENTAL MARBLE AND TILE COMPAI	1000002594	RIVERSIDE	CORONA	6/2/2015	6/30/2016
HOUR GLASS & MIRROR	1000002023	SAN BERNARDINO	COLTON	8/5/2015	6/30/2016

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to complete all Items will cause the Bid to be non-responsive and may cause its rejection.

1. BIDDER/CONTRACTOR'S Name and Street Address:
   Dalke & Sons Construction, Inc.
   4585 Allstate Drive
   Riverside, CA 92501
   Telephone Number: (951) 274-9880
   Facsimile Number: (951) 274-0319
   E-Mail: barry@dalkeandsons.com
   Tax Identification Number: 33-0466455

2. TYPE OF FIRM
   _____ Individual _____ Partnership __X__ Corporation (State __CA__)
   _____ Minority Business Enterprise (MBE)
   _____ Women Business Enterprise (WBE)
   _____ Small Disadvantaged Business (SDB)
   _____ Veteran Owned Business
   _____ Disabled Veteran Owned Business

3. CONTRACTOR'S LICENSE: Primary Classification __B__
   State License Number(s) 612500
   Supplemental License Classifications C-10

4. BUSINESS LICENSE: City of Riverside
   __X__ Yes _____ No License No. BL00054651

5. Surety Company and Agent who will provide the required Bonds:
   Name of Surety The Ohio Casualty Insurance Company
   Address 4309 Emperor Blvd., Suite 300
   Durham, NC 27703
   Surety Company BB & T Insurance Services
   Telephone Numbers: Agent (619) 665-9076 Surety (888) 672-1674

BIDDER'S GENERAL INFORMATION (Continued)

6. List the names and addresses of the principal members of the firm or names and titles of the principal officers of the corporation or firm:

Calvin R. Dalke — President

Carol Dalke — Secretary / Treasurer

Barry, Troy, Todd & Calvin R. Dalke, Jr., Vice President's

7. Number of years experience as a contractor in this specific type of construction work: 24

8. List at least three related projects completed to date:

a. Owner City of Riverside — Address 3900 Main Street Riverside, CA 92522
Contact Michael Combs — Class of Work General Contractor - B
Phone 951-351-6004 — Contract Amount $2,427,346.00
Project Corporate Yard Buildings TI & Roof Replacement — Date Completed 9/2012
Contact Person Michael Combs — Telephone number 951-351-6004

b. Owner Perris Union HS District — Address 155East 4th Street Perris, CA 92570
Contact Hector Gonzalez — Class of Work General Contractor - B
Phone 951-943-6369 ext. 08274 — Contract Amount $913,026.00
Project Perris HS Agricultural Facility — Date Completed 9/2013
Contact Person Hector Gonzalez — Telephone number 951-943-6369 ext. 08274

c. Owner Banning USD — Address 161 West Williams Street Banning, CA 92220
Contact Robert Guillen — Class of Work General Contractor B
Phone 951-922-4049 — Contract Amount $252,268.00
Project Nicolet MS Summer 2013 — Date Completed 8/2013
Contact Person Charlie Arrendondo — Telephone number 909-476-4664

9. Name of Project Manager/Superintendent: Bob Jacobson

10. Name(s) of person(s) who inspected job site: Natalie Flores

CONTRACTOR BACKGROUND CHECK

PROJECT NAME	**FACILITIES ADA IMPROVEMENT PROJECT**		
CITY PROJECT NO.	150201		
CONTRACTOR	DALKE & SONS CONSTRUCTION, INC.		
LICENSE NO.	612500	DATE VERIFIED	9/15/15

INSTRUCTIONS:
This form shall be filled out by the Engineering staff when reviewing contractor background (APPARENT LOW BIDDER), prior to award of contract by City Council. The form may be waived if the contractor does repeatedly acceptable work for the City. This shall be attached to the BID PROPOSAL form and filed in the referenced City Project file, after routing. At least two references shall be contacted and a third reference made if less than acceptable work comments were made by any one of the first two contacts.

Reference Check No.1:

Person Contacted	Michael Combs – Project Manager	Phone No.	(951) 351-6004
Agency/Firm	City of Riverside	City	Riverside
Description of Work	Corporate Yard Buildings TI & Roof Replacement – complete roof and interior replacement.		
Contract Amount	$2.5M	Date Completed	9/2012
Rated overall performance, quality, and delivery – 10. Stated contractor is highly recommended. A few change orders requested by the city delayed project and extended budget though no fault from contractor. Would work with the contractor in the future – currently working with contractor on a project.			

Reference Check No. 2:

Person Contacted	Hector Gonzalez, Director of Facilities	Phone No.	(951) 232-9207
Agency/Firm	Perris Union HS District	City	Perris
Description of Work	Perris HS Agricultural Facility – demolition of buildings, construction of new barn and greenhouse, canopy shades.		
Contract Amount	Total: $2M, Dalke - $900K	Date Completed	9/2013
Stated no complaints from contractor. Stated contractor had a good foreman. Stated contractor did lose a few points by being unable to complete project on time. Good communication and maintenance of the job site – would work with the contractor in the future.			

Reference Check No. 3:

Person Contacted	Julie Williams – Project Engineer	Phone No.	(909) 476-0590
Agency/Firm	Ledesma & Meyer	City	Banning
Description of Work	Banning USD: Nicolet MS Summer 2013 - interior demo, new carpet, paint, walls. Parking lot.		
Contract Amount	--	Date Completed	--
Stated contractor maintained the site well during and post-construction. Stated contractor brought extra materials to site. Excellent communication as far as response time. Would work with the contractor in the future.			

Completed By: Demond Mayfield	Date: 9/22/15
Reviewed By:	

On Behalf of the City of Rialto	**REFERENCE CHECK** FIRM SUBMITTING BID: Dalke & Sons Construction, Inc. PROJECT FIRM IS SUBMITTING ON: Facilities ADA Improvement Project, City Project No. 150201		
	Reference #1	Reference #2	Reference #3
	City of Riverside Corporate Yard Buildings TI & Roof Replacement	**Perris Union HS District** Perris HS Agricultural Facility	**Ledesma & Meyer** Nicolet MS Summer 2013
Contact Person	**Michael Combs** 951.351.6004	**Hector Gonzalez** 951.232.9207	**Julie Williams** 909.476.0590
Call Status	9/16 10A	9/22 1130A	145P
What was your involvement on the job ?	Project Manager	Facilities Director	Project Engineer
Overall Performance/Quality/Delivery ? (1-10)	10	8	8-9
Was the job completed on time ?	N	N	Y
Was the job completed within budget ?	N	Y	Y
Were they looking for change orders on the job ?	N	N	N
Maintenance of the Job Site/Traffic & Pedestrian control ?	Excellent / NA	Good	Good, organized / N/A
How was their communication ?	Excellent	Good	Excellent
Are you willing to work with this contractor in the future ?	Y	Y	Y

AGREEMENT
(CONSTRUCTION CONTRACT)

THIS AGREEMENT made this 13th day of October, 2015, by and between the City of Rialto, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Dalke & Sons Construction, Inc., a California corporation, hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 -- THE WORK

For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required to complete the Work as specified in the Contract Documents, and as generally indicated under the Bid Schedule(s) for the Project entitled:

FACILITIES ADA IMPROVEMENT PROJECT
CITY PROJECT NO. 150201

The Work comprises remodeling of certain portions of the City of Rialto Development Services and Finance Buildings located at 150 S. Palm Avenue and the City of Rialto Public Works Building located at 335 W. Rialto Avenue. The work generally includes: demolition and reconstruction of the restrooms at the three (3) building locations, construction of path of travel from parking and/or public sidewalk to the restrooms as shown on the plans, replacement of painting, fixtures, furnishing, and all associated work as identified on the construction drawings.

ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum specified in Section 6-9 of the Special Provisions for each calendar day that expires after the time specified in Article 2, herein. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

ARTICLE 3 -- CONTRACT PRICE

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid Proposal and Bid Schedule(s), and any duly authorized Construction Contract Change Orders approved by the City. The amount of the initial contract award in accordance with the Contractor's Bid Proposal is **Three Hundred Fifty-Six Thousand Forty Dollars ($356,040)**.

Contractor agrees to receive and accept the prices set forth herein, as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the Work during its progress or prior to its acceptance including those for well and faithfully completing the Work and the whole thereof in the manner and time specified in the Contract Documents; and, also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the Work, suspension of discontinuance of the Work, and all other unknowns or risks of any description connected with the Work.

ARTICLE 4 -- THE CONTRACT DOCUMENTS

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-Discrimination Certification, Non-Collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addendum Number 1, and all Construction Contract Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

ARTICLE 5 -- MUTUAL OBLIGATIONS

For and in consideration of the payments and agreements to be made and performed by the City, the Contractor agrees to furnish all materials and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

City hereby agrees to employ, and does hereby employ, Contractor to provide the materials, complete the Work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the Contract Price herein identified, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the Contract Documents.

Contractor specifically acknowledges and agrees to be bound by the Wage Rates and Labor Code requirements specified in the Contract Documents, and shall pay the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations of the State of California.

ARTICLE 6 -- PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the City Engineer as provided in the Contract Documents.

ARTICLE 7 -- NOTICES

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 8 -- INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the Work undertaken by the Contractor hereunder.

ARTICLE 9 -- NON-DISCRIMINATION

The Contractor represents and agrees that it does not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, or national origin in any matter including without limitation employment upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 10 -- MISCELLANEOUS

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

By _____
Deborah Robertson
Mayor

ATTEST:

By _____
Barbara A. McGee
City Clerk

APPROVED AS TO FORM:

By _____
Fred Galante, Esq.
City Attorney

APPROVED BY THE CITY COUNCIL:

Date _____

Agreement No. _____

CONTRACTOR

By: Dalke & Sons Construction, Inc., a California corporation
Firm/Company Name

By:_____ By:_____
Signature (notarized) Signature (notarized)

Name:_____ Name:_____

Title:_____ Title:_____

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

(This Agreement must be signed by one having authority to bind the Contractor to the terms of this Agreement.)

State of_____)
County of _____)ss

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

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

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

(This Agreement must be signed by one having authority to bind the Contractor to the terms of this Agreement.)

State of_____)
County of _____)ss

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

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

WITNESS my hand and official seal.

Notary Signature:

Notary Seal:

WILLDAN Engineering | extending your reach

September 23, 2015

Mr. Jeffrey Shafer, PE
Associate Engineer
City of Rialto
335 W. Rialto Avenue
Rialto, CA 92376

Subject: Proposal for Construction Engineering Services – ADA Facilities, City Project No. 150201

Dear Mr. Shafer:

Willdan Engineering is pleased to submit this proposal to provide professional construction engineering services for the subject project. The project includes the remodeling of certain portions of the Development Services and Finance Buildings located at 150 South Palm Avenue and 335 West Rialto Avenue, respectively. It is our understanding the project is to begin work around November 2015 and we have estimated approximately 45 working days to complete the work.

It is our understanding the City is in need of the following:

1. Construction Management
2. Building Inspection

Per your request, we have provided a detailed scope of work and our estimated fee.

SCOPE OF WORK

TASK #1 - Construction Management

1. Prepare the construction file.

2. Prepare special concerns to be presented at the preconstruction conference.

3. Conduct meeting and prepare preconstruction meeting minutes and distribute to attendees.

4. Review contractor's safety program in consultation with City staff.

5. Log, track, and process submittals, RFIs, RFCs, CCOs, field directives, NOPCs, Non-Conformance Reports (NCRs), construction schedule, and detailed traffic control plan.

6. Closely review schedule and advise contractor to take action on schedule slippage.

7. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.

8. Prepare weekly statement of working days and submit to the contractor and the City.

9. Establish and conduct weekly construction progress meetings to:

   - Resolve all old business issues to the maximum extent possible
   - Address all items of new business as presented by any party
   - Review project schedule and address any deviations
   - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
   - List status of construction items recently undertaken or ongoing
   - List planned construction items for the next two weeks, usually known as the two-week look ahead schedule
   - Review SWPPP issues
   - Review contractor's safety program

10. Prepare minutes for the weekly construction progress meeting.

11. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.

12. Evaluate and respond to the contractor's requests for clarification of plans and specifications.

13. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.

14. Perform quantity, time, and cost analyses required for negotiation of contract changes.

15. Negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change order costs and provide to City for review.

16. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.

17. Monitor materials documentation and testing results and enforce corrections.

18. Review for approval the contractor's progress payment requests.

19. Monitor preparation of a punch list at substantial completion and follow up.

20. Routinely review construction files to ensure conformance to City standards and good construction management practice.

21. Ensure City received as-built set of drawings at completion.

22. Provide memorandum of clearance to issue the notice of completion.

23. Finalize and deliver all construction files and supplies to the City for their records.

TASK #2 - Building Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.

2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.

3. Attend weekly progress meetings with the resident engineer, contractor, and subcontractors.

4. Provide as-needed building inspection, including night inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.

5. Meet with the contractor and review the proposed work plan, including specific details that may affect progress.

6. Maintain copies of all permits needed to construct the project and enforce special requirements of each.

7. Prepare and maintain detailed daily diary inspector reports on construction progress.

8. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.

9. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.

10. Assist with the review and evaluation of change order work.

11. Provide complete measurements and calculations documented to administer progress payments.

12. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.

13. Upon project completion, provide the finished set of project workbooks to the City.

FEE

Our proposed not-to-exceed fee for the Scope of Work identified above is **$18,570.00** and is based on the City's timeline of 45 working days. Invoices will be submitted monthly with back-up information substantiating all charges to date. The following is Willdan's breakdown to provide 45 days of construction engineering services:

Construction Management	$145	48 hrs.	$6,960.00
Building Inspection	$105	90 hrs.	$9,450.00
Submittal Review	$135	16 hrs.	$2,160.00
Total Not-to-Exceed Fee			**$18,570.00**

Thank you for this opportunity to be of continuing service to the City of Rialto. We recognize the importance of this project to the City and are committed to realizing its timely and successful completion. Should you have any questions regarding this proposal, please contact Mr. Chris Baca at (562) 364-8198.

Respectfully submitted,

WILLDAN ENGINEERING

Chris Baca

Chris Baca
Deputy Director of Construction Management

Approval and Authorization to Proceed By:

CITY OF RIALTO

_____
Signature

_____
Date

91005\06-150\P15-202_11818

NOTICE OF EXEMPTION

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: City of Rialto
Public Works Department
335 W. Rialto Avenue
Rialto, CA 92376

☒ Clerk of the Board
County of San Bernardino
385 North Arrowhead Avenue
San Bernardino, CA 92415

Project Title: Facilities ADA Improvement Project, City Project No. 150201

Project Applicant: City of Rialto

Project Location (Specific): Development Services Building 150 S. Palm Ave, Rialto; Finance Building 150 S. Palm Ave, Rialto; Public Works Building 335 W. Rialto Ave, Rialto

Project Location (City): City of Rialto **Project Location (County):** San Bernardino

Project Description: Remodel of existing buildings

Name of Public Agency Approving Project: City of Rialto

Name of Person or Agency Carrying Our Project: City of Rialto, Public Works Department, 335 W Rialto Avenue, Rialto, CA (909) 421-7279

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b) (1); 15268);
- ☐ Declared Emergency (Sec. 21080(b) (3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b) (4); 15269 (b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 Class 1 – Existing Facilities
- ☐ Statutory Exemptions. State code number:

Reasons why project is exempt: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The type of "existing facilities" to be considered exempt is determined by whether the project involves negligible or no expansion of an existing use, and includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities. Therefore, the Facilities ADA Improvement Project, City Project No. 150201, is considered categorically exempt from CEQA.

Lead Agency Contact Person: Eddie Chan, P.E. Area Code/Telephone/Extension: (909) 820-2651

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: July 21, 2015 Title: Associate Civil Engineer

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date received for filing at OPR: _____