

## CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS

68-700 AVENIDA LALO GUERRERO

CATHEDRAL CITY, CA 92234

Wednesday, July 22, 2015

REGULAR MEETING

6:30 PM

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- INVOCATION (MOMENT OF REFLECTION)
- ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK
- AGENDA FINALIZATION

At this time, the City Council may announce any items being pulled from the agenda or continued to another date.

#### 1. SPECIAL PRESENTATIONS

#### 2. PUBLIC COMMENTS

Public Comment is limited to 3 minutes per person.

#### 3. CONSENT AGENDA

All matters on the Consent Agenda are considered routine in nature and are expected to be enacted upon by the Council at one time without discussion. Any Council Member, Staff Member, or Citizen may request removal of an item from the Consent Agenda for discussion.

#### 3.A. 2015-272 Receive and file Payment of Claims and Demands

Recommendation: The City Council acting in its capacity for the City, the Successor

Agency to the former Redevelopment Agency, the Housing Successor Agency, the Cathedral City Public Finance Authority Board, and the Cathedral City Downtown Foundation Board receive and file payment of claims and demands in the aggregate sum of \$ 9,552,055 for the month

of June, 2015.

3.B. <u>2015-284</u> City Council Minutes of June 10, 2015

Recommendation: Approve the City Council Minutes of June 10, 2015

# 3.C. 2015-175 Resolution for Paying & Reporting the Value of Employer Paid Member Contributions ("EPMC") with all Costs Paid by the members of the Cathedral City Fire Management.

Recommendation:

Staff recommends that the City Council adopt a resolution for paying and reporting the value of Employer Paid Member Contributions via a cost sharing arrangement between the City and "Classic" members of the Cathedral City Fire Management Association. The City would pay and report the value of 7% normal member contribution, otherwise known as EPMC, and for the member/employee to cost share an additional 12% towards the employer costs.

### 3.D. 2015-176 Resolution of Intention for a Contract Amendment between CalPERS and the City of Cathedral City

Recommendation:

Staff recommends that the City Council adopt a Resolution of Intention to amend the City's retirement contract with CalPERS, which will allow increasing designated employees' CalPERS Member contribution through a cost sharing arrangement.

### 3.E. 2015-201 Resolution of Intention to Establish Improvement Area No. 9 - CFD NO. 2006-1

<u>Recommendation:</u> Staff recommends the City Council adopt a Resolution of Intention to Establish Improvement Area No. 9 - CFD NO. 2006-1

# 3.F. 2015-253 Contract Award to Petrochem Manufacturing Incorporated for Central Mix Type II Rubberized Emulsion Aggregate Slurry (REAS), Tanks, Pumps and Personnel for the East Palm Canyon Drive Preventive Maintenance Project.

Recommendation:

Staff recommends the City Council approve the award of a contract to Petrochem Manufacturing, Inc. (PMI) in the contract bid amount of \$223,155.00 to furnish Type II REAS; authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the project; and authorize the City Manager to execute the contract.

### 3.G. 2015-257 Second Reading and Adoption of Amendments to the 2015 City Speed Limits Ordinance

<u>Recommendation:</u> Staff recommends City Council provide a second reading and approve an amendment to the existing 2015 City Speed Limits Ordinance.

### 3.H. 2015-259 Extension of the Materials Testing contract with Landmark Consultants and the Survey Services contract with MSA Consulting

Recommendation: Staff recommends the City Council authorize extension of the Professional Services Agreements with Landmark Consultants and MSA Consulting through June 30, 2016

### 3.I. 2015-260 2015-2016 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

Recommendation: Staff recommends the City Council accept the California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of

\$94,096.00.

### 3.J. <u>2015-264</u> Second Reading of an Ordinance Regulating Single Use Carryout Plastic Bags.

Recommendation: Staff recommends the City Council conduct second reading and approve the attached ordinance regulating single use carryout plastic bags.

### 3.K. 2015-265 Second Reading of an Ordinance Regarding Massage Establishments

<u>Recommendation:</u> Staff recommends the City Council provide second reading and approve the attached ordinance regarding Massage establishments.

#### 3.L. <u>2015-267</u> Second Reading of an Ordinance Regarding Trespass

<u>Recommendation:</u> Staff recommends the City Council provide second reading and approve the attached ordinance regarding trespass.

### 3.M. <u>2015-268</u> Extension of the Current Professional Services Agreement with NAI Consulting, Inc.

Staff recommends the City Council approve a Cost-Effectiveness/Public Interest Finding Resolution that it best serves the City of Cathedral City to continue the current contract with NAI Consulting, Inc. (NAI) to provide engineering and management services, project administration and technical oversight; authorize the Mayor to sign the Cost Effectiveness/Public Interest Finding Resolution; carry over \$23,249.00 from the existing contract and approve an additional \$150,000 for Engineering Services for Fiscal Years 2015-2016 and 2016-2017; and authorize the City Engineer to notify NAI Consulting that the existing Professional Services Agreement has been extended to June 30, 2017.

### 3.N. 2015-270 Resolution of Intention to Vacate Certain Streets, Alleys, Public Highways and Utility Easements - Vacation No. 2015-01

Staff recommends the City Council adopt a Resolution declaring its intention to vacate all or portions of Lot "C" (Grove Street), Lot "D"(Grove Street), Lot "E" (Dawes Street), Lot "F"(Dawes Street), Lot "G" (Allen Avenue), Lot "H"(alley lot), and Lot "X" (Grove Street), as shown on the map of Cathedral City, filed in Book 13, at Pages 24 through 26, inclusive, of Maps, Records of Riverside County, California, together with the vacation of public highway and/or public utility uses on portions of Lots 50, 51, 52, 53, 54, 55, 82, 95, 101, 102, 103, 104 and Lot "H" (alley lot) as shown on said map of Cathedral City, all located within the east half of the east half of Section 33, Township 4 South, Range 5 East, San Bernardino Meridian, at the northwest quadrant of East Palm Canyon Drive and Date Palm Drive

### 3.O. 2015-271 Resolution - Changes to the Scopes of Work for the Whitewater River Bike Trail Phase 1 and Phase 2 Projects

Recommendation: Staff recommends the City Council approve Resolution 2015-\_

authorizing the filing of requests for changes to the scope of work for the Whitewater Bike Trail Phase 1 and Phase 2 projects; and authorize the City Engineer to sign and submit the requests on behalf of the City Council

### 3.P. <u>2015-273</u> 2015 Special Assessments against Properties for Nuisance Abatement Costs

Recommendation: Staff recommends the City Council adopt the proposed resolution, thereby confirming assessments against various property owners for

nuisance abatement costs and providing for collection.

### 3.Q. <u>2015-274</u> Acceptance of the Edward Byrne Grant in the amount of \$12,839 from the Bureau of Justice Assistance

Recommendation: Staff recommends the City Council authorize acceptance of the Edward Byrne grant in the amount of \$12,839 from the Bureau of Justice Assistance.

#### 3.R. <u>2015-275</u> Records Retention Schedule Update

Recommendation: Staff recommends the City Council approve Resolutions updating the Records Retention Schedule and authorizing a procedure for the destruction of records in accordance with the retention schedule

### 3.S. <u>2015-288</u> Perez Road Pavement Rehabilitation from East Palm Canyon Drive to Campbell Street.

Staff recommends the City Council authorize the City Engineer to work with Riverside County Flood Control District and Water Conservation District (RCFCD) to negotiate a Construction Contract Change Order with Granite Construction to Rehabilitate the Pavement on Perez Road from East Palm Canyon Drive to Campbell Street; and authorize the City's Manager to execute a funding agreement with RCFCD to fund the City's

#### 3.T. 2015-289 West Coast Artists' Art Festival

Recommendation: Approve SUP#15-018 to allow for the West Coast Artists' Art Festival on January 9 - 10, 2016.

# 3.U. 2015-292 Professional Services Agreement with The Altum Group for Environmental Services Related to the Proposed Edom Hill Composting Facility

share of the pavement rehabilitation work.

Recommendation:

Staff recommends the City Council approve a Professional Services Agreement with The Altum Group to render professional environmental services in order to assist the Planning Division in completing an Initial Study and Mitigated Negative Declaration for the proposed Edom Hill Composting Facility. Burrtec is the applicant and will reimburse the City for all costs associated with the proposed Edom Hill Composting Project.

### 3.V. 2015-294 Approval of Traffic Signal Repairs and Upgrades Provided by Siemens Industry, Inc.

Recommendation:

Staff recommends that the City Council approve proposals and invoices from Siemens Industry, Inc. for the installation of wireless communication radios on Date Palm Drive at the intersections of Victoria Drive and Converse Roads; and replacement of deteriorated traffic signal conductor on Date Palm Drive at Gerald Ford Drive; and a change order for replacing damaged conduit at the intersection of Date Palm Drive and 30th Avenue.

3.W. 2015-295 Second Reading - Residential Smoke Alarm Ordinance Amendment

Recommendation: Staff recommends the City Council conduct a second reading and

approve an amendment to City Ordinance 8.12 and the California Fire Code 2013 Edition Article 9 - 907.2.10.5.4. subsequent to the first

reading on June 22, 2015.

3.X. 2015-296 Final Planned Unit Development (PUD) 14-001 for Tract No. 36747

Recommendation: Staff recommends the City Council approve the Final PUD for Tract

36747

3.Y. <u>2015-297</u> Resolution of Support for AB 150

Recommendation: Staff recommends the City Council approve a resolution supporting

Assembly Bill 150

#### 4. PUBLIC HEARINGS

4.A. <u>2015-258</u> Appeal of Planning Commission Denial of Conditional Use Permit Application for King Blaise Cooperative located at 68860 Ramon

Road in Cathedral City.

Recommendation: The City Attorney's office recommends that the City Council hear an

appeal of the decision of the Planning Commission denying the Dispensary Conditional Use Permit application and affirm the findings

and decision of the Planning Commission.

#### 5. LEGISLATIVE ACTIONS

5.A. 2015-234 Introduction and First Reading of an Ordinance Amending the

Contract with the California Public Employees' Retirement System.

Recommendation: Staff recommends the City Council approve the First Reading of the

Ordinance amending the Contract between the City Council of the City of Cathedral City and the Board of Administration of the California Public

Employees' Retirement System.

5.B. <u>2015-255</u> Designation of Ex-Officio Members of the Cathedral Center and

Chamber of Commerce Boards

Recommendation: Staff recommends that City Council designate one Councilmember to

serve as Ex-Officio member of the Cathedral Center Board and one Councilmember to serve as Ex-Officio member of the Cathedral City

Chamber of Commerce Board.

#### 5.C. 2015-269 Approve an ADFAP & SHARP Assistance Program

Recommendation:

Staff recommends the City Council approve funding in the amount of \$75,000 for the re-implementation of two programs- the Assessment District Financial Assistance Program (ADFAP) and Sewer Hook-up Assistance Residential Program (SHARP) for a period of one year, ending June 30, 2016 on a first come first serve basis.

5.D. 2015-280 Ordinance prohibiting the establishment, installation, placement, construction and/or expansion of attended and unattended collection bins.

Recommendation:

Staff recommends the City Council receive and consider this report and adopt the attached Ordinance prohibiting the establishment, installation, placement, construction and/or expansion of attended and unattended collection donation bins ("CDBs"), or taking whatever other action the City Council deems appropriate.

5.E. 2015-282 Written report required by Government Code Section 65858(D) in reference to Urgency Interim Ordinance No. 2015-162 imposing a moratorium on Collection Donation Bins

Recommendation:

That the City Council receive and file this written report regarding the recently adopted moratorium on collection donation bins as required by Government Code Section 65858(d).

#### **6. COUNCIL REPORTS**

#### 7. CLOSED SESSION

7.A. 2015-286 CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.

**Property Location**: Approximately 15 acres generally north and west of East Palm Canyon Drive and Date Palm Drive.

**Negotiating Parties**: City Urban Revitalization Corporation (CURC) and Landmark Development Group, LLC.

**Property Owners**: City Urban Revitalization Corporation (CURC)

**Under Negotiations**: Property Negotiations

7.B. <u>2015-287</u> CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.

Property Location: Parcels 1 and A of Parcel Map No. 31092

Negotiating Parties: City Urban Revitalization Corporation (CURC), City

of Cathedral City and Tri-Millennium Cathedral City, LLC.

Property Owners: City Urban Revitalization Corporation (CURC)

Under Negotiations: Property Negotiations

7.C. <u>2015-283</u> CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Pursuant to Government Code Section

#### 54956.9(d)(1):

Name of Case and Number: City of Cathedral City v. Grasshopper et. al. Riverside County Superior Court Case Number: INC 1206440

7.D. 2015-302 CITY COUNCIL - CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation, Pursuant to Government Code Section § 54956.9 subd. (b).

Potential Cases: one

7.E. <u>2015-277</u> CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.

**Property Location**: Approximately 7.5 acres generally east of Mission Drive APN 677-410-009; 30600 San Diego Drive APN 677-331-003 and 30638 San Diego Drive APN 677-332-003

**Negotiating Parties**: City of Cathedral City as Housing Successor and Southern California Housing Development Corporation ("CORE")

Property Owners: City of Cathedral City as Housing Successor

**Under Negotiations**: Property Negotiations

7.F. 2015-285 CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.

**Property Location**: 68699 "B" Street APN 687-214-002; 68697 "B" Street 687-214-009; & 68676 "E" Street APN 687-232-006

**Negotiating Parties**: Housing Successor Agency & City Urban Revitalization Corporation

**Property Owners**: Housing Successor Agency & City Urban Revitalization Corporation

**Under Negotiations**: Property Negotiations

#### **ADJOURN**

The next Regular City Council Meeting will be held on Wednesday, August 12, 2015 at 6:30 p.m.

#### NOTES TO THE PUBLIC

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office at (760)770-0385. Assisted-listening devices are available at this meeting. Ask the City Clerk if you desire to use this device. Notification at least 48 hours prior to the meeting or the time when services are needed will assist city staff in assuring reasonable arrangements can be made to provide accessibility to the meeting or service.



#### Cathedral City

#### **Agenda Report**

File #: 2015-272 Item No: 3.A.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Receive and file Payment of Claims and Demands

FROM:

Tami Scott, Administrative Services Director

#### **RECOMMENDATION:**

The City Council acting in its capacity for the City, the Successor Agency to the former Redevelopment Agency, the Housing Successor Agency, the Cathedral City Public Finance Authority Board, and the Cathedral City Downtown Foundation Board receive and file payment of claims and demands in the aggregate sum of \$ 9,552,055 for the month of June, 2015.

I HEREBY CERTIFY that in my judgment these demands were legally and owing by the City and/or the Successor Agency to the former Redevelopment Agency, the Housing Successor Agency, the Cathedral City Public Finance Authority, and the Cathedral City Downtown Foundation and the funds were available for payment thereof, and in all other respects, the demands conform to the criteria set for the in section 3.16.050 of the Cathedral City Municipal Code.

Tami E. Scott. Administrative Services Director

#### DEMAND LISTINGS FOR THE MONTH OF JUNE 2015 CITY OF CATHEDRAL CITY

	PAYROLL			
DATE	DESCRIPTION	TOTAL		
6/2/2015	Checks and Direct Deposit	\$	444,904.93	
	Taxes, PERS, ICMA, Nationwide	\$	302,098.98	
6/16/2015	Checks and Direct Deposit	\$	477,133.38	
	Taxes, PERS, ICMA, Nationwide	\$	329,306.20	
6/30/2015	Checks and Direct Deposit	\$	443,495.45	
	Taxes, PERS, ICMA, Nationwide	\$	176,914.22	
OTAL PAYROLL		\$	2,173,853.16	

ACCOUNTS PAYABLE						
DATE	CHECK NO.	CHECK NO. TOTAL				
6/10/2015	127935-128113	\$	1,389,772.14			
6/24/2015	128114-128296	\$	439,073.74			
6/30/2015	128297-128370	\$	174,136.39			
Various days	Wire Transfers	\$	5,358,963.03			
Various days	Bank Cards & Fees	\$	16,255.71			
TOTAL ACCOUNTS PAYABLE		\$	7,378,201.01			

COMBINED TOTAL FOR M	ONTH:	\$9,552,054.17

COMBINED TOTAL FOR MONTH:	\$9,552,054.17
TOTAL BANK CARDS AND FEES	\$16,255.71
TOTAL PAYROLL CHECKS AND DIRECT DEPOSITS	\$1,365,533.76
TOTAL ACCOUNTS PAYABLE DEMAND REGISTER REPORT (ATTACHED)	\$8,170,264.70

Fund 000

Sub Fund 000

Period from 12 to 12

Check \* date from 06/01/2015 to 06/30/2015

AP Dist.Code \*\* ALL \*\*

Print Prepaid Check \* Y

Summary Printed Υ

Summary Sequenced by Fund

#### Demand Register - June 2015 July 7, 2015

Supplier	Inv./Chq. Date MM/DD/YY Fnc. D	escription	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	Check Amount	* Amount
ЗСМА						
OOMA			3CMA-15	340.00		
	06/24/15	Check * Issued	128159	0 10.00		340.00
760 WINDOW	TINTING					
			3	170.00		
	06/10/15	Check * Issued	127985	30.00		200.00
	00/.0/.0	Orlock looded	127303			200.00
ADAMSON PO	LICE PRODUCTS					
			INV176575	343.36		
	06/10/15	Check * Issued	127986			343.36
ADMINISTRAT	IVE SERVICES					
			5760304	32.70		
				32.70		
				32.70		
				32.70		
				130.80		
				198.38		
				49.60		
				49.60		
				49.59		
				49.59 198.38		
	06/24/15	Check * Issued	128160	130.30		856.74
						300.74
AFSCME, AFL-	CIO					
			060215	5.00		
	06/10/15	Check * Issued	127987			5.00
			004045	<b></b>		
	06/24/15	Check * Issued	061615	5.00		5.00
	00/2 <del>1</del> /10	Olicok Issueu	128161			5.00
			063015	5.00		
	06/30/15	Check * Issued	128326			5.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid	Check Amount	* Amount
AFSCME,AFL-	CIO COUNCIL #36						
	06/10/15	Check * Issued	060215 127988	786.66			786.66
	06/24/15	Check * Issued	061615 128162	786.66			786.66
	06/30/15	Check * Issued	063015 128327	786.66			786.66
AIKEN CONST	RUCTION						
			210050 21051 21052	20,000.00 22,000.00 300.00			
	06/24/15	Check * Issued	128163	300.00		42	2,300.00
	06/30/15	Check * Issued	21053 128328	350.00			350.00
AIR EXCHANG	E INC.						
	06/30/15	Check * Issued	36105 128329	634.40			634.40
ALEJANDRE, A	UGUSTIN						
	06/24/15	Check * Issued	1 128171	500.00			500.00
ALLIED REFRIGERATION, INC.							
	06/24/15	Check * Issued	544670 545095 128164	164.05 681.00			845.05
ALLISON, ROB	ERT						
	06/30/15	Check * Issued	012615 128309	500.00			500.00

Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Des	cription	Inv./Chq. Number	Fnc./Inv. Inv. Paic Amount	Check * Amount Amount			
ALLSTAR FIRE	ALLSTAR FIRE EQUIPMENT, INC.							
	06/10/15	Check * Issued	181741 127989	789.95	789.95			
	06/24/15	Check * Issued	182062 128165	350.58	350.58			
	06/30/15	Check * Issued	182342 128330	92.57	92.57			
ALMAZAN, MAI	RIBEL							
	06/10/15	Check * Issued	060815 127964	391.92	391.92			
AMERICAN FID	DELITY ASSURANCE CO							
	06/10/15	Check * Issued	060215 127990	1,649.09	1,649.09			
	06/24/15	Check * Issued	061615 128166	1,649.09	1,649.09			
	06/30/15	Check * Issued	063015 128331	1,649.09	1,649.09			
AMERICAN FID	ELITY-PREPOST TAX							
			060215A 060215B	232.82 402.50				
	06/10/15	Check * Issued	127991		635.32			
	06/24/15	Check * Issued	061615A 061615B 128167	232.82 402.50	635.32			
			063015A	232.82	000.02			
	06/30/15	Check * Issued	063015B 128332	402.50	635.32			

#### AMERICAN FORENSIC NURSES

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Desc	ription	Inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check Amount	* Amount	
	06/10/15	Check * Issued	66370 127992	215.00		215.00	
	06/24/15	Check * Issued	66424 128168	215.00		215.00	
AQUACHEM E	NGINEERING						
	06/10/15	Check * Issued	4738 127993	470.80		470.80	
ARMSTRONG	GARDEN CENTERS, INC.						
			113729	2.41- 261.93			
	06/24/15	Check * Issued	128170			259.52	
ASTRETECH, I	rc						
	06/10/15	Check * Issued	0506 127994	760.00		760.00	
AT&T							
	06/30/15	Check * Issued	601902154 128297	367.41		367.41	
BANK OF NY N	IELLON TRUST CO N.A						
	06/30/15	Check * Issued	9002121 9002114	218,799.22	21	8,799.22	
BANK OF NY MELLON TRUST CO N.A							
			252-1856008 252-1869233	2,438.00 2,438.00			
	06/10/15	Check * Issued	127995	2,436.00	2	1,876.00	
BAUMANN, RAY							
			331	201.25			
	06/10/15	Check * Issued	332 128078	105.00		306.25	

	Inv./Chq. Date		Inv./Chq.		v. Paid Check *			
Supplier	MM/DD/YY Fnc.	Description	Number	Amount	Amount Amount			
BAXTER'S FRAME WORKS								
			909951	.31-				
	06/24/15	Check * Issued	100170	33.25	00.04			
	00/24/15	Check issued	128172		32.94			
BECK OIL IN	2							
BECK OIL, INC	<b>.</b>		235074	1,445.00				
			2000/4	250.00				
				316.87				
			235075	454.90				
			235560	584.18				
			436518	11,622.65				
	06/10/15	Check * Issued	127996	11,022.03	14,673.60			
					,			
			236073	656.30				
			236578	1,375.48				
				312.50				
				331.36				
			236579	584.18				
	06/24/15	Check * Issued	128173		3,259.82			
			237085	562.03				
	06/30/15	Check * Issued	128334	332.32	562.03			
BIG O TIRES								
			560964500	1,025.53				
			560964523	1,104.32				
			560964545	1,899.09				
			560964642	1,050.07				
			560964898	412.88				
	06/10/15	Check * Issued	127997		5,491.89			
			560964924	750.46				
			560964925	442.26				
			560964939	264.32				
	06/24/15	Check * Issued	128174		1,457.04			
BIO-TOX LABO	DRATORIES							
			30541	360.00				

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Desc	ription	Inv./Chq. Number	Fnc./Inv. Inv. Pai Amount	id Check * Amount Amount	
	06/24/15	Check * Issued	128175		360.00	
BLACK & WHI	TE EMERG. VEHICLES					
			767	45.42-		
				4,950.92		
			768	6.11-		
				3,915.99		
	06/24/15	Check * Issued	128176		8,815.38	
BMC SOFTWA	RE, INC.					
			1273968	2,601.61		
	06/10/15	Check * Issued	127998		2,601.61	
BPS TACTICA	L, INC.					
			15020732	415.29		
	06/24/15	Check * Issued	128177		415.29	
BROCK PROF	ESSIONAL SERVICES					
			BPS110	2,490.00		
	06/10/15	Check * Issued	128000		2,490.00	
			BPS111	1,270.00		
	06/24/15	Check * Issued	128178		1,270.00	
BURRTEC WA	STE & RECYCLING					
			053115	899,404.74		
	06/10/15	Check * Issued	127936		899,404.74	
			MISC053115	456.40		
	06/24/15	Check * Issued	128179		456.40	
C & M BUILDING MATERIALS						
			347231	6.42		
			347232	43.60		
			347543	7.35		
	06/10/15	Check * Issued	128001		57.37	

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check * Amount Amount
C.C.F.M.A.					
	06/10/15	Check * Issued	060215 127937	275.00	275.00
	06/24/15	Check * Issued	061615 128115	275.00	275.00
	06/30/15	Check * Issued	063015 128298	275.00	275.00
C.C.P.F.A.					
			9002117	2,541.05 12.50-	
	06/30/15	Check * Issued	9002115		2,528.55
			9002130	2,541.05 12.50-	
	06/30/15	Check * Issued	9002116		2,528.55
	06/30/15	Check * Issued	9002141 9002117	2,541.05 12.50-	0 E00 EE
	00/00/13	Check issued	9002117		2,528.55
C.C.P.M.A.			000015	000 70	
	06/10/15	Check * Issued	060215 127938	882.78	882.78
			061615	882.78	
	06/24/15	Check * Issued	128116		882.78
	06/30/15	Check * Issued	063015 128299	882.78	882.78
C.C.P.O.A.					
	06/10/15	Check * Issued	060215 127939	3,276.88	3,276.88
	06/24/15	Check * Issued	061615 128117	3,276.88	3,276.88

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Des	cription	Inv./Chq. Numbe	Fnc./Inv. Inv. Pa r Amount	uid Check * Amount Amount
	06/30/15	Check * Issued	063015 128300	3,644.29	3,644.29
C.S.LEGACY (	CONSTRUCTION				
	06/10/15	Check * Issued	7 128002	154,371.02	154,371.02
	06/24/15	Check * Issued	8 128180	103,147.32	103,147.32
C.S.LEGACY II	NC ESCROW 6574-063				
	06/10/15	Check * Issued	7-RET 128003	8,124.79	8,124.79
	06/24/15	Check * Issued	8-RET 128181	5,428.81	5,428.81
CADENCE CO	MMUNICATIONS				
	06/30/15	Check * Issued	81934 128335	22.50	22.50
CALPERS					
	06/30/15	Check * Issued	9002120 9002118	139,396.83	139,396.83
	06/30/15	Check * Issued	9002122 9002119	287,808.19	287,808.19
	06/30/15	Check * Issued	9002123 9002120	1,033.68	1,033.68
	06/30/15	Check * Issued	9002134 9002121	145,975.36	145,975.36
	06/30/15	Check * Issued	9002135 9002122	147,558.78	147,558.78

CARMONA, ANA KAREN

Demand Register - June 2015

July 7, 2015

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa	aid Check Amount	* Amount
	06/30/15	Check * Issued	223167 223167-B 128333	100.00 10.00-		90.00
CARNEVALE	: MADK					
OAHINEVALL	., WATIK		060915	163.28		
	06/10/15	Check * Issued	127965	100.20		163.28
CARQUEST	OF THE DESERT					
			7451418499	20.47		
			7451418872	223.18		
			7451418874	8.04		
			7451419022	29.06		
	00/40/45		7451419482	62.33		
	06/10/15	Check * Issued	128004			343.08
			74744500			
			7451415365	76.74		
			7451421023	5.69		
			7451421475	42.60		
			7451421500	7.32		
	06/24/15	Check * Issued	7451421661	4.68		
	00/24/13	Check issued	128182			137.03
			7451416996	17.41		
	06/30/15	Check * Issued	128336	17.41		17.41
			720000			17.41
CASTANEDA	, YURID J.					
			061015	121.49		
	06/24/15	Check * Issued	128158			121.49
CATHEDRAL	CANYON FLOORING					
			1906	1,650.00		
	06/10/15	Check * Issued	127940		1	,650.00
CATHEDRAL	CITY CHAMBER OF					
			11178	25.00		
				25.00		
				25.00		

July	7	2015
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Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Desc	cription	Inv./Chq. Number	Fnc./Inv. Inv. Pai	d Check * Amount Amount	
	06/10/15	Check * Issued	128005		75.00	
CATHEDRAL (	CITY COLLISION INC					
	06/24/15	Check * Issued	19095 128183	404.00	404.00	
CATHEDRAL (	CITY DOWNTOWN					
	06/10/15	Check * Issued	FY15-12001 128006	34,000.00	34,000.00	
CATHEDRAL C	CITY POLICE EXPLORER					
	06/10/15	Check * Issued	060215 127941	196.00	196.00	
	06/24/15	Check * Issued	061615 128118	196.00	196.00	
	06/30/15	Check * Issued	063015 128301	196.00	196.00	
CATHEDRAL C	TTY POLICE RESERVE					
	06/24/15	Check * Issued	060115 128119	360.00	360.00	
CATHEDRAL C	ITY SENIOR CENTER					
				50,000.00 50,000.00 50,000.00-		
	06/30/15	Check * Issued	128366		50,000.00	
CAYENTA CANADA INC.						
			CT022420 CT022841	3,245.00 3,245.00		
	06/10/15	Check * Issued	128007	3 pm 10100	6,490.00	

CDS OFFICE PRODUCTS

Demand Register - June 2015	July 0
July 7, 2015	

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid	Check Amount	* Amount
	06/10/15	Check * Issued	270810-1 128008	30.51			30.51
CDW GOVER	MENT, INC.						
			VH38195	644.66			
			VN81076	940.99			
			VP10132	4,230.17			
			VQ54559	131.03			
			VT78818	151.89			
	06/10/15	Check * Issued	128009			6	6,098.74
			VT77212	269.14			
			VT79259	165.76			
			VT80251	806.61			
			VX26255	434.19			
			VZ63709	331.64			
	06/24/15	Check * Issued	128184			2	2,007.34
CHAMPION AF	DDDAICAL C						
CHAMPION AP	Phaisals		222245	4 000 00			
	06/30/15	Check * Issued	062615 128352	1,000.00			000 00
	00,00,10	Chook Issued	120002			'	,000.00
CHAPMAN, NIC	CK						
			061515	780.00			
	06/10/15	Check * Issued	127968				780.00
			051215-B	204.76			
	06/10/15	Check * Issued	127969				204.76
OI COLUMNATION							
CI SOLUTION			0083670-IN	1,273.50			
	06/24/15	Check * Issued	128185	1,270.50		4	,273.50
	00/2 1/10	Check Issued	120103			ľ	,273.50
CINTAS DOCU	MENT MGMT						
			8120173176	136.00			
				40.00			
				1,350.00			
	06/30/15	Check * Issued	128337			1	,526.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Desc	ription	Inv./Chq. Number	Fnc./Inv. Inv. Paic Amount	i Check * Amount Amount
CITY OF RANC	HO MIRAGE				
	06/24/15	Check * Issued	150118 128186	1,920.20	1,920.20
CNG UNITED					
ONG ONTED			51264	1,704.74	
	06/24/15	Check * Issued	128187		1,704.74
COACHELLA V	ALLEY COMPOST				
			4071	.80-	
				87.20	
			4072	.80-	
			4073	87.20 .40-	
			40/3	43.60	
	06/10/15	Check * Issued	128010	10.00	216.00
COACHELLA V	ALLEY CONSERVATION				
			2014-11	1,292.00	
			2014-11-B	12.92-	
	06/10/15	Check * Issued	128011		1,279.08
COACHELLA V	ALLEY WATER DIST.				
			28905B1505	60.32	
	06/24/15	Check * Issued	128121		60.32
			RR1-1505	34.68	
	06/24/15	Check * Issued	128122		34.68
			RR2-1505	42.52	
	06/24/15	Check * Issued	128123		42.52
			RR3-1505	29.08	
	06/24/15	Check * Issued	128124		29.08
			LLD-1505-A	54.80	
	06/24/15	Check * Issued	128125		54.80

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Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Amount	Paid Check * Amount Amount
	06/24/15	Check * Issued	SPK2-1505 128126	53.44	53.44
	06/24/15	Check * Issued	WWNP-L-1506 128127	283.32	283.32
	06/24/15	Check * Issued	WWNP-RR-1506 128128	41.40	41.40
	06/24/15	Check * Issued	WWNP-DF-1506 128129	19.00	19.00
	06/24/15	Check * Issued	LLD-1505-B 128188	71.60	71.60
	06/30/15	Check * Issued	1079-1505 128302	172.14	172.14
	06/30/15	Check * Issued	28905A1505 128303	1,628.26	1,628.26
	06/30/15	Check * Issued	10166-1505 128304	1,982.76	1,982.76
	06/30/15	Check * Issued	SPK1-1505 128305	5,020.80	5,020.80
			1004-1505	248.28 1,926.00	
	06/30/15	Check * Issued	128306	2,293.42	4,467.70
COMSERCO,	INC		72405	387.50	
	06/24/15	Check * Issued	72425 128189	232.50	620.00
CONNEAUT F	PARTNERS, LLC		EV16.01001	0.245.00	
	06/24/15	Check * Issued	FY16-01001 128190	9,245.00	9,245.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./inv. Inv. Amount	Paid Check * Amount Amount
CONSOLIDAT	ED ELECT DISTR INC				
	06/24/15	Check * Issued	5725792609 5725792915 128191	1,715.04 6.34	1,721.38
CORELOGIC S	SOLUTIONS, LLC				
			81491893	360.00	
	06/24/15	Check * Issued	81493192 128192	150.00	510.00
COREY AIRPO	ORT SERVICES				
	06/10/15	Check * Issued	5857 128012	800.00	800.00
COUNSELING	TEAM INTL				
	06/10/15	Check * Issued	25345 128013	250.00	250.00
	06/24/15	Check * Issued	29011 29012 29013	480.00 420.00 780.00	
	00/24/15	Check - Issued	128193		1,680.00
COUNTY OF R	IVERSIDE				
			AN00000498	23,268.98 4,099.00-	
	06/24/15	Check * Issued	128194		19,169.98
COX, JIM					
	06/10/15	Check * Issued	060215 128042	173.02	173.02
CRAFCO INC					
	06/24/15	Check * Issued	427493 128195	2,303.56	2,303.56

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. P Amount	raid Check * Amount Amount		
CRUM, GEORGE							
			060815	47.57			
	06/10/15	Check * Issued	107050	31.00			
	00/10/13	Check issued	127950		78.57		
			061515	459.18			
	06/24/15	Check * Issued	128138		459.18		
CSG CONSUL	TING INC.						
	06/30/15	Check * Issued	F150129	1,785.00	4 705 00		
	00/00/13	Check issued	128338		1,785.00		
0.440							
CVAG			2015-11	1,837.44			
	06/10/15	Check * Issued	128014	1,037.44	1,837.44		
	06/24/15	Check * Issued	CV15179-15 128196	10,133.93	10,133.93		
		Chook issued	120130		10,133.93		
D.D. DAINITING							
D.D. PAINTING	1		93891	720.00			
	06/24/15	Check * Issued	128197	720.00	720.00		
DATA TICKET							
			61548	129.00			
	06/10/15	Check * Issued	128016		129.00		
			62673	228.30			
	06/24/15	Check * Issued	128200	220.00	228.30		
DAVID EVANS	& ASSOCIATES						
			357760	3,100.28			
	06/30/15	Check * Issued	128339		3,100.28		
DAVID TAUSSI	G & ASSOC						
			1505079	1,365.45			

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa	aid Check * Amount Amount		
	06/30/15	Check * Issued	128340		1,365.45		
DAWN OIL							
	06/24/15	Check * Issued	688 128201	220.00	200.00		
	00/2-1/10	Officer Issued	120201		220.00		
DE VEAS, CO	DRWIN						
,			061615	2.55-			
	00/04/45			277.55			
	06/24/15	Check * Issued	128130		275.00		
DESERT AIR	CONDITIONING, INC.						
DESCRIT AIN	CONDITIONING, INC.		150690	789.00			
			150698	2,310.33			
			150732	1,608.00			
	06/10/15	Check * Issued	128019		4,707.33		
DESERT ELE	CTRIC SUPPLY						
			S2189550.001	2,250.40			
			S2198078.001	66.36			
			S2198439.001 S2198858.001	7.89 242.24			
			S2198860.001	49.05			
			S2201002.001	26.45			
	06/10/15	Check * Issued	128020	20.10	2,642.39		
					,		
			S2203006.001	166.89			
	06/24/15	Check * Issued	128203		166.89		
DECEDT EIDI	E EXTINGUISHER INC						
DESCRI FIRI	E EATINGUISMEN INC		232484	135.49			
	06/10/15	Check * Issued	232484 128021	100.48	135.49		
		C.I.SAN IOOGOU	120021		100.49		
DESERT PRI	DESERT PRINT SHOP						
			DPS-63797	368.42			
	06/10/15	Check * Issued	128022		368.42		

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July 7, 2015	

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Check *  Amount Amount
DESERT SUN					
	06/10/15	Check * Issued	5261016 127945	318.00	318.00
			5288042	554.40 102.00 327.60 1,418.40	
				111.60	
	06/10/15	Check * Issued	127946		2,514.00
	06/10/15	Check * Issued	5288077 127947	255.60	255.60
DESERT SUN					
	06/10/15	Check * Issued	DS0404541-0615 128023	69.77	69.77
DESERT WAT	FR AGENCY				
			4-5-32-3008-1	150.00	
	06/10/15	Check * Issued	127948		150.00
	06/10/15	Check * Issued	2015-06-10 127949	195.52	195.52
			2015-06-24	90.12 808.41 1,411.52	
				1,702.27	
	06/24/15	Check * Issued	128132		4,012.32
	-25-11-		2015-06-24-B	101.21 42.42	
	06/24/15	Check * Issued	128204		143.63
			2015-06-30	119.37 198.20	
	06/30/15	Check * Issued	128307		317.57

Inv./Chq. Date Inv./Chq. Fnc./Inv. Inv. Paid Check MM/DD/YY Fnc. Description Supplier Number Amount Amount Amount DIRECTV 25987570986 39.50 06/24/15 Check \* Issued 128133 39.50 **DISABILITY ACCESS CONSULTANTS** 15-146 10,950.00 06/24/15 Check \* Issued 128205 10,950.00 15-160 10,950.00 06/30/15 Check \* Issued 128341 10,950.00 DUGENIA, CHRISTINA 060915 400.00 06/24/15 Check \* Issued 128120 400.00 **DUNN-EDWARDS CORPORATION** 2019223235 16.33 06/10/15 Check \* Issued 128024 16.33 2019223130 29.59 2019224871 47.85 06/24/15 Check \* Issued 128207 77.44 EISENHOWER OCCUPATIONAL HEALTH 9148 1,883.00 06/24/15 Check \* Issued 128208 1,883.00 ENGINEERING RESOURCES OF S. CA 45618 10,832.25 06/24/15 Check \* Issued 128209 10,832.25 ENOS, JON 060715 87.50 06/24/15 Check \* Issued 128142 87.50

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./inv. Inv. P Amount	aid Check * Amount Amount
ESPINOZA. N	MANUEL FLORES				
,,			061615	358.50	
	06/24/15	Check * Issued	128145		358.50
EWING IDDI	GATION PRODUCTS				
LWING INNI	SATION PRODUCTS		9619599	27.85	
			9630539	44.03	
			9638735	96.53	
			9646700	83.52	
			0010100	1,336.25	
				250.55	
			9654118	27.20	
			9661404	44.97	
			9661405	24.19	
			9671677	197.65	
			9730387	91.90	
			9744964	89.21	
			9744965	91.56	
			9752081	7.34	
	06/10/15	Check * Issued	128025		2,412.75
			9767105	197.25	
			9785473	25.05	
			9793051	50.73	
			9819403	13.73	
	06/24/15	Check * Issued	128210		286.76
FEDERAL EX	(PRESS				
			505460182	4.94	
	06/24/15	Check * Issued	128211		4.94
			504059954	5.63	
				6.69	
				14.82	
			504761614	10.28	
				5.63	
				6.94	
				9.96	
			506184459	16.72	
				4.94	

Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Desc	cription	Inv./Chq. Number	Fnc./Inv. Inv. Pai Amount	id Check * Amount Amount			
	06/30/15	Check * Issued	128342	14.26	95.87			
FERGUSON ENTERPRISES INC #794								
			1957046	28.87				
			1972576	8.57				
	06/10/15	Check * Issued	128026		37.44			
			2003111-1	116.54				
			2004699	11.79				
			2005082	22.03				
			2012300	8.73				
			2019502	517.37				
			2021911	2.80				
			2026659	19.65				
			CM355579	11.79-				
	06/24/15	Check * Issued	128212		687.12			
FERGUSON, M	/ICHAEL							
			1	500.00				
	06/10/15	Check * Issued	128061	330,30	500.00			
FERGUSON, F	PRAET & SHERMAN							
			19137	1,033.50				
	06/24/15	Check * Issued	128213		1,033.50			
FEWINGS, DA	N							
	•		1	500.00				
	06/24/15	Check * Issued	128199	300.00	500.00			
FLINT TRADIN	G INC							
. Enti HIADIN	S 1170.		168680	284.93				
	06/24/15	Check * Issued	128214	204.93	284.93			
FLORES, MANUEL&CLAUDIA ALVAREZ								
			CHC-002-68676-1	1,815.00				
	06/10/15	Check * Issued	127961		1,815.00			

Supplier	inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	i Check * Amount Amount
	06/10/15	Check * Issued	CHC-002-68676-2 127962	2,500.00	2,500.00
FRANKLIN TRU	JCK PARTS,INC				
	06/10/15	Check * Issued	IN235701 128027	63.72	63.72
FRANKLIN, BR	IAN				
	06/10/15	Check * Issued	1 127999	500.00	500.00
FRANZ, LILIAN	A				
	06/10/15	Check * issued	223389 128055	100.00	100.00
FURTADO, DAI	.E				
	06/24/15	Check * Issued	1 128198	500.00	500.00
GALI POOL SEI	RVICE				
	06/24/15	Check * Issued	36020 128215	1,490.00	1,490.00
GALLS INC.					
	06/10/15	Check * Issued	BC0157279 128028	1,436.08	1,436.08
	06/24/15	Check * Issued	BC0160926 128216	390.96	390.96
GAS COMPANY	'THE				
	, 1900		MISC-1506	14.73	
				67.02 118.46	
	06/30/15	Check * Issued	128367		200.21

ı	nv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid	Check	*	
Supplier	MM/DD/YY Fnc. Desc.	ription	Number	Amount		Amount	Amount	
GL CARWASH								
			C52815	150.00				
			C53115	45.00				
			C60115	165.00				
			P52815	15.00				
			P60115	30.00				
	06/10/15	Check * Issued	128030				405.00	
			11	165.00				
			12	15.00				
			5	15.00				
			6	150.00				
			7	150.00				
			8	30.00				
	00/04/45		9	120.00				
	06/24/15	Check * Issued	128217				645.00	
GLADWELL CO	JEDNIMENTAL CEDVICES							
GLADWELL GO	VERNMENTAL SERVICES							
	00/04/45		3219	250.00				
	06/24/15	Check * Issued	128218				250.00	
GRAINGER								
ananazn			9756464112	66.71				
			9759269567	246.09				
			9759766182	642.07				
	06/24/15	Check * Issued	128219	042.07			054.07	
	00/2 1/10	Officer Issued	120219				954.87	
GRAPHIC SOLU	TIONS LTD.							
			23166	1,615.00				
	06/10/15	Check * Issued	128031	1,010.00		1	,615.00	
			120001			'	,013.00	
			23191	637.24				
	06/24/15	Check * Issued	128220	007.21			637.24	
							007.L4	
GREENFIX AME	GREENFIX AMERICA, LLC							
			4958	465.00				
	06/10/15	Check * Issued	128032				465.00	
							* <del>-</del>	

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Det	ecription	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	d Check * Amount Amount	
GRESHAM SA	VAGE NOLAN & TILDEN					
	06/10/15	Check * Issued	299055 128033	3,911.00	3,911.00	
	06/30/15	Check * Issued	300918 128343	2,782.50	2,782.50	
GUILLAUME, I	BONDA					
,	06/24/15	Check * Issued	3725 128150	55.42	55.42	
GUYS & GALS	CAREER&SAFETY APP					
	06/24/15	Check * Issued	35488 35489 128221	85.51 75.16	160.67	
HAAS, GLEN						
	06/10/15	Check * Issued	062915 127951	312.00	312.00	
HAMMER PUN	1PING, INC					
	06/24/15	Check * Issued	WO-5469 128222	3,790.00	3,790.00	
HAUSER, ERIO	0					
,	06/24/15	Check * Issued	1269744641-1506 128136	39.99	39.99	
HAWLEY, SAMANTHA						
·	06/10/15	Check * Issued	060815 127970	243.00	243.00	
HD SUPPLY C	ONSTRUCTION SUPPLY		50002700947	.80- 86.96		

Supplier	Inv./Chq. Date MM/DD/YY Fnc. De	escription	Inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check * Amount Amount		
	06/24/15	Check * Issued	128223		86.16		
HENRY, STAN			054745	<b>-</b>			
	06/10/15	Check * Issued	051715	511.48	544.40		
	00/10/15	Check issued	127978		511.48		
HERRICK, JEF	REMY						
			051515	300.00			
			00.0.0	300.00			
			060515	582.95			
	06/24/15	Check * Issued	128231		1,182.95		
					,		
HIGH RESOLU	JTION GRAPHIC						
			5625	552.63			
			5626	433.82			
			5627	98.10			
			5628	250.70			
	06/10/15	Check * Issued	128035		1,335.25		
			5629	174.40			
			5630	196.20			
			5631	80.00			
			5632	588.60			
			5633	288.85			
			5634	234.35			
	00/04/45	Obselv the cond	5635	228.90			
	06/24/15	Check * Issued	128225		1,791.30		
HIGH TECH M	AILING SERVICES						
111011112011111	THE IT OF THE IT		30917	83.52			
			30917	301.92			
	06/24/15	Check * Issued	128226	001.0E	385.44		
			LOLLO		300.77		
HIRED HANDS GRAPHIC DESIGN							
			5896	300.00			
	06/10/15	Check * Issued	128036		300.00		

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Check Amount	* Amount
HOLLOWAY,	ALBERT					
			061615	40.00		
	06/24/15	Check * Issued	128114			40.00
HOME DEPO	T CREDIT SERVICES					
			1015166	205.03		
			1146288	4.61-		
			2015030	4.61		
			2054498	64.90		
			3013967	81.80		
			3053922-B	30.00		
			3580183	77.72		
			6014693	114.91		
			6021221	52.15		
			6021222	22.24		
			8014407	15.84		
	06/10/15	Check * Issued	128037			664.59
			2021459	60.94		
			3024026	13.71		
			3024027	94.49		
			3024110	87.04		
			3140789	87.04-		
			3140790	82.69		
			4013040	15.37		
			8024626	77.98		
	06/24/15	Check * Issued	128227			345.18
HURWURTH	LC					
			CC223024	1,050.00		
	06/10/15	Check * Issued	128038		1	,050.00
IOMA DETICE	MENT TOLICE					
ICMA RETIRE	MENT TRUST - 457					
	00/00/45	01 1 1 1	9002115	24,055.69		
	06/30/15	Check * Issued	9002123		24	4,055.69
			9002118	2,250.00		
	06/30/15	Check * Issued	9002124	,	2	2,250.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc. De	scription	Inv./Chq. Number	Fnc./Inv. Inv. F	Paid Check * Amount Amount	
	06/30/15	Check * Issued	9002127 9002125	24,377.99	24,377.99	
	06/30/15	Check * Issued	9002129 9002126	2,250.00	2,250.00	
	06/30/15	Check * Issued	9002138 9002127	24,565.80	24,565.80	
	06/30/15	Check * Issued	9002140 9002128	2,250.00	2,250.00	
INLAND FAIR	HOUSING AND					
	06/10/15	Check * Issued	12267 128039	717.46	717.46	
INTEROP COM	MUNICATIONS					
	06/10/15	Check * Issued	1-15 128040	1,665.00	1,665.00	
INTERSTATE	ALL BATTERY CENTER					
	06/24/15	Check * Issued	1920701002709 128228	.56- 61.21	60.65	
INTERSTATE	BATTERY OF SO CAL					
	06/10/15	Check * Issued	70011582 128041	130.73	130.73	
	06/24/15	Check * Issued	61679652 9906587 128229	258.28 18.00-	240.28	
JAIME GARCIA MASONRY						
	06/24/15	Check * Issued	368019 128230	2,375.00	2,375.00	

Supplier	Inv./Chq. Date  MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pai	d Check * Amount Amount
		·		, <b>. a</b>	, and an
JAS PACIFIC					
one i nei ie			BI 11833	4,224.00	
			BI 11834	4,176.00	
			BI 11860	3,672.00	
			BI 11861	3,360.00	
	06/30/15	Check * Issued	128344	0,000.00	15,432.00
					70, 102.00
JESSUP AUTO	PI AZA				
	,		6063182/1	57.89	
	06/24/15	Check * Issued	128232		57.89
JIMMY'S EQUI	PMENT				
			49289	45.00	
			49316	91.35	
			49326	363.43	
			49327	53.85	
			49348	3,932.90	
			49350	85.00	
			49387	312.06	
	06/10/15	Check * Issued	128043		4,883.59
			19578	86.11	
			19615	34.86	
			49450	1,885.00	
			49451	82.09	
	06/24/15	Check * Issued	128233		2,088.06
			49418	60.38	
	06/30/15	Check * issued	128345		60.38
JOEL, HARRY					
			1	500.00	
	06/10/15	Check * Issued	128034		500.00
JOHNSON COM	NTROLS, INC.				
	•		1-21513456475	1,401.60	
	06/10/15	Check * Issued	128044	,	1,401.60
					• • •

Supplier	Inv./Chq. Date MW/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Check Amount	* Amount
JP TREE CAR	F					
	_		11979	270.00		
	06/24/15	Check * Issued	128234			270.00
			11987	200.00		
	06/30/15	Check * Issued	128346	200.00		200.00
KAPLAN, SHE	LLEY					
			051715	30.00		
	06/10/15	Check * Issued	127972			30.00
KONE INC.						
			949016542	1,122.04		
	06/24/15	Check * Issued	128235			1,122.04
KONICA MINO	ITA LEAGE					
KONICA WIINO	LIA - LEASE		26990022	246.23		
				246.23		
	06/10/15	Check * Issued	128045			492.46
			27016144	235.44		
			27050121	152.60		
	06/24/15	Check * Issued	128236			388.04
KONICA MINO	LTA BUS.SOLUTIONS		9001458908	142.75		
			3001430308	165.57		
			9001471284	203.63		
			9001483880	12.26		
	06/24/15	Check * Issued	128237			524.21
KONICA MINO	LTA PREMIER					
			45725548	180.94		
	06/10/15	Check * Issued	128046			180.94

KUSTOM SIGNALS

Supplier	Inv./Chq. Date MM/DD/YY Fnc. De	escription	Inv./Chq. Number	Fnc./Inv. Inv. Pai	d Check * Amount Amount
			512475 514612 51463	16.53 2,714.31 2,119.95 594.36	
	06/24/15	Check * Issued	128238		5,445.15
LACAL CONS	JLTING, INC.				
	06/30/15	Check * Issued	152 128347	7,000.00	7,000.00
LAMAR ADVE	RTISING				
	06/24/15	Check * Issued	106067939 128239	5,200.00	5,200.00
LANCE, SOLL	& LUNGHARD, LLP				
	06/10/15	Check * Issued	14948 128047	12,750.00	12,750.00
LANDMARK C	ONSULTANTS, INC				
	06/24/15	Check * Issued	LP0515-29 128240	4,603.60	4,603.60
LASR-INK COI	RP				
	06/10/15	Check * Issued	45507 128048	228.90	228.90
LAW OFFICE (	OF TONI EGGEBRAATEN				
	06/24/15	Check * Issued	5690 128241	60.00	60.00
LAWYERS TIT	LE COMPANY				
	06/10/15	Check * Issued	614600194 128049	400.00	400.00

LEADER EMERGENCY VEHICLES

Supplier	inv./Chq. Date MM/DD/YY Fnc. Desc	cription	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	d Check Amount	* Amount			
	06/10/15	Check * Issued	58765 128050	58.77		58.77			
LEGAL DOCU	LEGAL DOCUMENT SPECIALIST								
			58336	32.00					
			58512	32.00					
			58620	32.00					
			58622	32.00					
			58623	32.00					
			58624	32.00					
	06/10/15	Check * Issued	128051			192.00			
			58625	32.00					
			59018	32.00					
			59019	32.00					
			59020	32.00					
			59021	32.00					
			59022	32.00					
			59023	32.00					
			59024	20.00					
			59025	32.00					
			59040	32.00					
	06/24/15	Check * Issued	128242			308.00			
			58863	32.00					
			59041	32.00					
			59247	32.00					
	06/30/15	Check * Issued	128348	32.33		96.00			
LEXIS NEXIS F	RISK DATA MGMT INC								
	06/10/15	1492 Check * Issued	694-20150531 128052	127.50		127.50			
LIEBERT CASS	SIDY WHITMORE								
	0011011-		1403035	585.50					
	06/10/15	Check * Issued	128053			585.50			
LIFE ASSIST, I	NC								
			712797	1.45-					

	inv./Chq. Date			Inv./Chq.	Fnc./Inv.	Inv. Paid	Check	*
Supplier	MM/DD/YY	Fnc.	Description	Number	Amount		Amount	Amount
					0.1-00			
					315.66			
				740007	2.89-			
				713087	2.51-			
					546.67			
				712000	5.02-			
				713088	4.32-			
					1,346.68 8.64-			
				713089	5.39-			
				713009	1,176.70			
					10.80-			
				713090	3.43-			
				7 70000	1,162.96			
					6.87-			
	06/10/15		Check * Issued	128054	0.01			4,497.35
			0.1.50.1. 1.50.50.2	120001				1,407.00
				714350	.19-			
					41.25			
					.38-			
				714351	4.11-			
					1,144.71			
					8.21-			
	06/24/15		Check * Issued	128243				1,173.07
				715845	1.57-			
					341.52			
					3.13-			
				715891	197.79			
				716288	.28-			
					61.03			
					.56-			
	06/30/15		Check * Issued	128349				594.80
LINCOLN NAT	IONAL LIFE INS.	CO.						
2	.0.1.12.11.2.110.	00.		3029052382	14,831.06			
	06/10/15		Check * Issued	128056	14,001.00		1.	4,831.06
							·	1,001.00
LOWE'S HOME	E IMPROVEMEN	Т						
				917633	62.10-			
				920968	13.15			
				923772	64.54			

	Inv./Chq. Date		Inv./Chq.	Fnc./inv.	Inv. Paid Check *	
Supplier	MM/DD/YY Fnc.	Description	Number	Amou	nt Amount	Amount
			924333	38.30		
			924481-D	48.74		
			924646-B	7.84		
			924728	25.37		
			924973-B	20.62		
			925873	23.09		
	06/10/15	Check * Issued	128057		179	9.55
			916416	41.35		
			920789-B	48.33		
			920793	54.83		
			924538	59.81		
	06/24/15	Check * Issued	128244		204	4.32
LUKES, LEISA						
			051715	12.03		
	06/10/15	Check * Issued	127958		12	2.03
			472470369-1505	49.99		
	06/10/15	Check * Issued	127959		49	9.99
LVC MASTER	ASSOCIATION					
			FY16-01001	770.00		
	06/24/15	Check * Issued	128245		770	0.00
M.D. MONTEZ						
			120-2015	980.00		
	00/40/45		121-2015	980.00		
	06/10/15	Check * Issued	128058		1,960	0.00
			440.0045	4.5.00		
			112-2015	145.00		
			113-2015	235.00		
	06/24/15	Check * Issued	118-2015	495.00	07	- 00
	00/24/10	Check issued	128246		875	5.00
			124-2015	400.00		
	06/30/15	Check * Issued		420.00	101	2.00
	00/00/10	OHECK 135UCU	128350		420	0.00

M.R. UPHOLSTERY

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Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	d Check * Amount Amount			
	06/10/15	Check * Issued	l150519334 128059	450.00	450.00			
MARTIN, MIL	LY							
	06/30/15	Check * Issued	223855 128353	100.00	100.00			
MARTINEZ, T	RACEY							
	06/10/15	Check * Issued	060815 127981	206.25	206.25			
MAYNOR,DO	NALD H.							
	06/24/15	Check * Issued	DHM6901 128206	1,875.00	1,875.00			
MCCLENDON	MCCLENDON, CHARLES							
	06/10/15	Check * Issued	051715 127942	22.00	22.00			
MDG ASSOCI	ATES, INC.							
	06/24/15	Check * Issued	10559 128247	95.00	95.00			
MEDINA, JOH	NNY							
	06/10/15	Check * Issued	060815 127953	269.91	269.91			
METLIFE								
	06/10/15	Check * Issued	25116300 128060	20,467.36	20,467.36			
MIDLAND LO	AN SERVICES							
	06/30/15	Check * Issued	9002124 9002129	99,826.50	99,826.50			

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv Amount	. Paid Check Amount	* Amount
MILOS, PATRI	CK		204245	40.00		
			031615 041615	49.99		
			051615	49.99 49.99		
	06/10/15	Check * Issued	128071	43.33		149.97
			,,			1 10.01
MINDEL, DAVI	D					
	00/40/45	01 1 1 1	1	500.00		
	06/10/15	Check * Issued	128017			500.00
MISSION LINE	N SUPPLY					
			500204432	42.19		
			500252814	42.19		
	06/10/15	Check * Issued	128062			84.38
			500291487	42.19		
		•	500338049	42.19		
	06/24/15	Check * Issued	128248	42.10		84.38
MOSS, EARL			001715	04.00		
	06/24/15	Check * Issued	061715 128134	64.00		64.00
	00/24/13	Olleck issued	126134			64.00
			061315	300.00		
	06/24/15	Check * Issued	128135			300.00
MSA CONSUL	TING					
WOA CONCOL	in C		2189.001-16	495.00		
	06/24/15	Check * Issued	128249	100.00		495.00
			,			
			·			
MUHR, JOHN			0707000007 4505	50.00		
	06/24/15	Check * Issued	0737386067-1505 128141	50.00		50.00
	55,2 1, 15	Oncor Issued	120171			30.00
MUNISERVICE	S, LLC					
			38004	2,265.30		

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check * Amount Amount
	06/24/15	Check * Issued	128250		2,265.30
MVR CONSUL	TING				
	06/10/15	Check * Issued	53020152 128063	710.00	710.00
	06/24/15	Check * Issued	53020151 128251	560.00	560.00
NAI CONSULT	ING, INC.				
	06/24/15	Check * Issued	14-23 128252	7,530.00	7,530.00
NAPA AUTO P	ARTS				
	06/10/15	Check * Issued	288813 128064	5.41	5.41
	06/24/15	Check * Issued	285401 286142 128253	39.17- 39.24	.07
NATIONAL EM	BLEM				
	06/24/15	Check * Issued	363379 128254	733.27	733.27
NATIONWIDE	RETIREMENT SOLUTIO	N			
	06/30/15	Check * Issued	9002116 9002130	14,132.40	14,132.40
	06/30/15	Check * Issued	9002128 9002131	14,128.05	14,128.05
	06/30/15	Check * Issued	9002139 9002132	14,128.05	14,128.05
NELLIS, JENNI	FER		061015	004.00	
			061215	204.68	

# Demand Register - June 2015 July 7, 2015

Supplier	Inv./Chq. Date  MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Amount	Paid Check * Amount Amount
	06/24/15	Check * Issued	128140		204.68
NOVY, MARK					
	06/24/15	Check * Issued	102714-REISSUE 128146	384.00	384.00
	06/24/15	Check * Issued	100214-REISSUE 128147	14.00	14.00
OFFICE DEPO	т				
			1791625601	16.33	
	06/10/15	Check * Issued	2TVTGA5P33QXME6R8 128065	7.70	24.03
			773771750001	41.83	
			773771817001	21.79	
	06/24/15	Check * Issued	128255		63.62
OLSEN, HEAT	HER				
	06/24/15	Check * Issued	061615 128139	3,760.00	3,760.00
PACIFIC TELE	EMANAGEMENT SERVIC	E			
			752980	35.00	
	06/10/15	Check * Issued	128066		35.00
PAGE, DAN					
	204245		1	500.00	
	06/10/15	Check * Issued	128015		, 500.00
PALM SPRING	SS AUTO GLASS & TINT				
	06/10/15	Observation of	44458	230.00	
	06/10/15	Check * Issued	128067		230.00
			44592	484.96	
	00/04/45	Obselvt	44699	99.00	
	06/24/15	Check * Issued	128256		583.96

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	d Check * Amount Amount
PALM SPRING	29 EIDE DEDT				
TALW OF THE	06/10/15	Check * Issued	060215 128068	116.00	116.00
PALM SPRING	SS MIRROR & GLASS				
			34463	1,711.00	
	06/24/15	Check * Issued	128257	,,	1,711.00
PALM SPRING	SS MOTORS, INC.				
			378963	487.02	
			379345	74.04	
			379351	69.00	
			766443	27.10	
			776643	12.06	
	06/10/15	Check * Issued	128069		669.22
			380005	214.91	
			380130	69.00	
			380481	1,204.14	
			380582	15.00	
			380593	214.90	
			380621	417.58	
			380694	104.77	
			381063	941.17	
			381064	408.94	
	06/24/15	Check * Issued	128258		3,590.41
			376756	599.96	
	06/30/15	Check * Issued	128354		599.96
PALM SPRING	S TREE SERVICE				
			10475	450.00	
			10476	1,295.00	
			10477	2,310.00	
			10478	2,730.00	
			10479	1,295.00	
			10480	3,570.00	
			10481	450.00	
	06/10/15	Check * Issued	128070		12,100.00

Demand Register - June 2015

Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Des	scription	inv./Chq. Number	Fnc./Inv. Inv. Pa	aid Check * Amount Amount
очрио.		onphon	Number	Amount	Amount Amount
			10482	450.00	
			10483	1,000.00	
			10484	1,100.00	
			10485	550.00	
			10486	400.00	
			10487	550.00	
	06/24/15	Check * Issued	128259		4,050.00
PARKHOUSE	TIRE INC				
TATIONOGE	THE INO.		2030132588	428.92	
			2030133205	329.68	
			2030133206	191.42	
			2030133432	447.38	
			2030133520	911.06	
			2030133724	145.80	
	06/24/15	Check * Issued	128260		2,454.26
			2030133875	2,831.67	
	06/30/15	Check * Issued	128355		2,831.67
PATTON DOC	OR AND GATE				
TATION DOC	TAND GATE		55423	125.00	
	06/24/15	Check * Issued	128261	123.00	125.00
	00/2 1/10	Oncok Issueu	120201		123.00
PAYCHEX MA	JOR MARKET SERVICES				
			255036	814.86	
	06/10/15	Check * Issued	128072		814.86
			256091	807.65	
	06/24/15	Check * Issued	128262		807.65
			257152	828.86	
	06/30/15	Check * Issued	128356	020.00	828.86
	03/03/10	Chook loaded	120000		020.00
PAYCHEX-TA	XES				
			9002114	84,389.62	
				18,987.63	
				1,736.82	
				31,282.39	

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check * Amount Amount
	06/30/15	Check * Issued	9002133		136,396.46
			9002126	88,066.12 20,210.35 1,721.39 32,576.94	
	06/30/15	Check * Issued	9002134	<b>,</b>	142,574.80
			9002137	84,364.40 19,074.81 1,487.69 31,043.47	
	06/30/15	Check * Issued	9002135	31,043.47	135,970.37
PETTIS, GREC	GORY S.		051715	050.00	
	06/10/15	Check * Issued	051715 127952	258.69	258.69
PETTY CASH	- JUDY WILLIAMS				
			060415	86.35 149.58 92.79 2.56	
	06/24/15	Check * Issued	128148	2.50	331.28
PITNEY BOWE	ES INC.				
	06/30/15	Check * Issued	373011 128357	209.28	209.28
PORTO, MICH	AEL				
	06/10/15	Check * Issued	060815 127966	448.00	448.00
POWERS AWA	ARDS				
			128633	.15- 22.35	
			128831	.11- 11.45	

O was the c	Inv./Chq. Date		Inv./Chq.		Inv. Paid Check	*
Supplier	MM/DD/YY Fnc.	Description	Number	Amount	Amount	Amount
	06/10/15	Check * Issued	128073			33.54
			128692	4.62-		
				503.58		
	06/24/15	Check * Issued	128263			498.96
PRAXAIR DIS	TRIBUTIONS					
			52692947	161.70		
	06/10/15	Check * Issued	128074			161.70
	00/01/15		52786414	154.89		
	06/24/15	Check * Issued	128264			154.89
			52886000	154.89		
	06/30/15	Check * Issued	128358	104.00		154.89
						10 1100
PRECISION U	LTRASOUND					
			05272015	2,250.00		
	06/10/15	Check * Issued	128075		2	2,250.00
			6112015	750.00		
	06/24/15	Check * Issued	128265			750.00
PRESSGROVE	E, DEANNA					
			050615	49.99		
			050815	47.50		
	06/10/15	Check * Issued	128018			97.49
			060115	88.55-		
				88.55		
				88.55		
				.82-		
				.82		
				.82		
				.82-		
			060615	49.99		
	06/04/15	Charlet I	061015	14.67		
	06/24/15	Check * Issued	128202			153.21

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa	id Check *  Amount Amount
				, and div	/ mount
DDUDENTIAL	OVERALL GURRIY				
PRODENTIAL	OVERALL SUPPLY		22054512	90.03	
			22054513	80.93	
			22054514	118.31	
			22057638	80.93	
			22057639	167.09	
			22061166	80.93	
	00/40/45		22061167	123.28	
	06/10/15	Check * Issued	128076		651.47
			22061165	169.65	
			22064681	80.93	
			22064682	239.50	
	06/24/15	Check * Issued	128266		490.08
			22068673	210.41	
			22068678	80.93	
			22068684	118.31	
	06/30/15	Check * Issued	128359		409.65
PVP COMMUN	IICATIONS, INC.				
			21440	18.96-	
				2,189.65	
	06/10/15	Check * Issued	128077		2,170.69
QUALITY STR	EET SERVICE				
			18341	495.00	
	06/24/15	Check * Issued	128267		495.00
			18155	495.00	
	06/30/15	Check * Issued	128360		495.00
QUINTANILLA,	ANNMARIE				
			061216	101.00	
	06/24/15	Check * Issued	128169		101.00
R.B.F. CONSU	LTING				
			142902	26,400.00	
	06/24/15	Check * Issued	128268	20,400.00	26 400 00
	00/E # 10	Oncor issued	120200		26,400.00

# Demand Register - June 2015 July 7, 2015

Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Desc	ription	inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	aid Check * Amount Amount
ROBERTS, MA	RGARET GALE				
,	06/10/15	Check * Issued	040715 127963	205.31	205.31
ROCHA, KATH	LEEN				
·	06/10/15	Check * Issued	051915-B 127954	74.24	74.24
	06/10/15	Check * Issued	051215 127955	456.69	456.69
	06/10/15	Check * Issued	042015-B 127956	67.12	67.12
	06/10/15	Check * Issued	060115-B 127957	54.98	54.98
	06/24/15	Check * issued	061815A 128143	1.05- 182.28	181.23
BOECKER BIO	CHARD &JEFF PHELPS				
rioloner, ric	06/10/15	Check * issued	68200 RR 128079	2,328.50	2,328.50
ROMO, HECTO	OR				
	06/24/15	Check * Issued	1 128224	500.00	500.00
RUIZ, ALBERT	n				
,	06/10/15	Check * Issued	050415 127935	61.56	61.56
S.C.R.A.P. GAL	LERY				
	06/24/15	Check * Issued	815 128269	2,000.00	2,000.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc/Inv. Inv. Pai Amount	d Check * Amount Amount
	06/30/15	Check * Issued	814 128361	4,500.00	4,500.00
SAFARILAND,	LLC				
			115-090469	441.20	
	06/24/15	Check * Issued	128270		441.20
SAM'S CLUB [	DIRECT				
07.1117.0 02.015.1			000000 2015-0519-B	18.53	
				18.53	
				18.54	
			1641	1.73-	
				176.00	
			1979	.07-	
				6.49	
				6.50	
				6.49	
				6.50	
				9.33	
				16.78	
				9.33	
			7144	1.88-	
	00/40/45	Observator V. Louis	10000	201.61	
	06/10/15	Check * Issued	128080		490.95
			00000 GJCCMX	11.97	
				11.97	
				86.96	
			000000 20150519	61.02	
			2545	.50-	
				82.56	
	06/24/15	Check * Issued	128271		253.98
SAME DAY EX	DDESS				
ONNIL DAT EX	FILOS		050045	1 850 00	
	06/10/15	Check * Issued	053015	1,859.00	4 050 00
	00/10/13	Crieck Issued	128081		1,859.00
			061415	4,374.00	
	06/24/15	Check * Issued	128272		4,374.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc. De	escription	Inv./Chq. Number	Fnc./Inv. Inv. Paid Amount	Check * Amount Amount
SAN BERNARI	DINO SHERIFF'S DEPT				
	06/10/15	Check * Issued	030915 127971	1,000.00	1,000.00
SANBORN, CR	AIG				
	06/10/15	Check * Issued	060815 127943	200.00	200.00
	06/24/15	Check * Issued	061515 128131	400.00	400.00
SANCHEZ, ME	RCEDES				
, , , , , , , , , , , , , , , , , , , ,	06/30/15	Check * Issued	222492 128351	100.00	100.00
SANFILLIPPO,	LARRY				
	06/24/15	Check * Issued	060515 128144	142.75 158.00	300.75
SCARLETT MA	RKETING				
	06/24/15	Check * Issued	CCP-001 CCP-002 128273	750.00 1,500.00	2,250.00
SCOTT FAZEK	AS & ASSOC, INC.				
	06/30/15	Check * Issued	18229 128362	2,089.18	2,089.18
SCOTT, TAMI					
	06/24/15	Check * Issued	0714-0615 128156	531.72	531.72
SECOND AME	NDMENT SPORTS				
			487	200.00	

I	nv./Chq. Date		Inv./Chq.	Fnc./Inv. Inv. Pai	d Check *
Supplier	MM/DD/YY Fnc.	Description	Number	Amount	Amount Amount
	06/10/15	Check * Issued	128082		200.00
SEGOVIA, LISA					
,			060815	6.65	
	06/10/15	Check * Issued	127960	- '	6.65
SHRED-IT USA	LLC				
			8120146497	459.00	
				280.00	
	06/10/15	Check * Issued	100000	4,790.19	5 500 40
	00/10/15	Check issued	128083		5,529.19
SIEMENS INDU	STRY, INC.				
			5610008977	5,154.00	
			5620007260	10,318.95	
	06/10/15	Check * Issued	128084		15,472.95
	00/04/45		5610005393	34,660.00	
	06/24/15	Check * Issued	128274		34,660.00
			5620003053	3,193.26	
			5620003403	1,474.66	
			5620005122	7,580.70	
			562000874	3,200.96	
	06/30/15	Check * Issued	128363		15,449.58
SIGN-A-RAMA					
	06/10/15	Check * Issued	71634	161.46	101.10
	06/10/13	Crieck issued	128085		161.46
SIRCHIE FINGE	RPRINT				
			209310-IN	437.97	
			209389-IN	97.60	
	06/10/15	Check * Issued	128086		535.57
	00/04/45		0209940-IN	186.94	
	06/24/15	Check * Issued	128275		186.94

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Ir Amount	nv. Paid Check * Amount Amount
SWITH DIDE &	SUPPLY COMPANY				
SWITTEREX	SOFFET COMPANY		2834856	92.75	
			2834857	139.90	
			2836082	55.86	
			2837144	244.10	
			2837675	212.89	
	06/10/15	Check * Issued	128087		745.50
					, , , , , ,
			2839122	142.89	
			2840247	206.60	
			2841750	69.97	
			2842375	64.26	
	06/24/15	Check * Issued	128276		483.72
SOCAL GRAFI	X				
			558	150.00	
	06/10/15	Check * Issued	128088		150.00
	00/04/45	<b>5</b> , , , , ,	566	972.50	
	06/24/15	Check * Issued	128277		972.50
SOLORIO MIE	IIAM RUBI PEREZ				
33237113, 11111			CTC-002068537-001	34,636.00	
	06/10/15	Check * Issued	127967	04,000.00	34,636.00
		0.10011 100000	127007		04,000.00
SOUTH COAS	TAIR QUALITY MGMT				
			2831647	102.45	
			2832835	121.44	
	06/10/15	Check * Issued	128089		223.89
SOUTH COAS	T EMERGENCY				
			476127	.52-	
				269.31	
	06/30/15	Check * Issued	128364		268.79
000711.00	- 0144 D== : :=				
SOUTH COAS	I GYM REPAIR				
			248148	145.00	

Supplier	Inv./Chq. Date  MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv.	Paid Check * Amount Amount
		2 ddd.ipad.i	Number	Amount	Amount Amount
			248149	473.80	
	06/10/15	Check * Issued	128090		618.80
SOUTHERN	CALIFORNIA EDISON				
			0005-1505	1,796.95	
				37.86	
	06/10/15	Check * Issued	127973		1,834.81
			6909-1505	3,960.98	
				1,816.37	
				2,477.18	
				862.55	
				1,685.73	
	06/10/15	Check * Issued	127974		10,802.81
	00/04/45	01 1+4	32100-1505	1,528.20	
	06/24/15	Check * Issued	128151		1,528.20
			MOO 450004 A	04.00	
	06/24/15	Check * Issued	MISC-150624-A	34.30	04.00
	00/24/15	Check Issued	128152		34.30
			9690-1505	22.86	
			3030-1303	8,977.34	
				4,273.23	
	06/24/15	Check * Issued	128153	1,270.20	13,273.43
			.20.00		10,270.40
			SPK-1506	234.10	
	06/30/15	Check * Issued	128310		234.10
			CITY-1506	12,581.45	
	06/30/15	Check * Issued	128311		12,581.45
			68594-1506	2,280.18	
	06/30/15	Check * Issued	128312		2,280.18
			7698-1505	51.66	
				665.98	
				817.38	
	06/30/15	Check * Issued	128313		1,535.02
			9074-1505	200.63	
				1,169.01	

Demand Register - June 2015

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Check * Amount Amount
	06/30/15	Check * Issued	128314		1,369.64
	06/30/15	Check * Issued	2191-1506 128315	308.07	308.07
	06/30/15	Check * Issued	2365-1506 128316	73.87	73.87
	06/30/15	Check * Issued	MISC-150630-A 128317	67.95 179.29	247.24
	06/30/15	Check * Issued	WWNP-1505 128318	656.96	656.96
		Check issued	120310		050.96
SOUTHERN C	ALIFORNIA GAS CO. 06/10/15	Check * Issued	060415 128091	152.93	152.93
SPARKLETTS			052915	202.00	
	06/10/15	Check * Issued	052815 128092	203.00	203.00
SPRINT			39060152374428	66.60	
	06/30/15	Check * Issued	128319		66.60
SPRINT			259345025-154	42.63	
				42.63 31.71 37.39 265.08	
	06/10/15	Check * Issued	127975	42.63	462.07
	06/10/15	Check * Issued	846388101-090 127976	127.08	127.08

Demand Register - June 2015

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa Amount	id Check Amount	* Amount
SPRINT DATA	A SERVICES					
			52053152006593	821.95		
	06/10/15	Check * Issued	127977			821.95
STAPLES AD	VANTAGE		0000077000	05.04		
			3266377863	25.81		
			3266377864 3266377865	1.47		
	06/10/15	Check * Issued	128093	8.06		25.04
	00/10/15	Check issued	128093			35.34
			3266890612	104.40		
			3267120006	75.19		
			3267680270	7.38		
			3267680271	9.33		
	06/24/15	Check * Issued	128278	0.00		196.30
						.00.00
STAPLES CR	EDIT PLAN					
			1467091	388.00		
			1483655-C	127.28		
	06/10/15	Check * Issued	128094			515.28
STATE DISBU	IRSEMENT UNIT					
			9002119	563.07		
	00/00/45			126.92		
	06/30/15	Check * Issued	9002136			689.99
			9002133	563.07		
			3002133	126.92		
	06/30/15	Check * Issued	9002137	120.32		689.99
	00,00,10	Chesic losaca	3002107			003.33
			9002142	563.07		
			3331.1	126.92		
	06/30/15	Check * Issued	9002138			689.99
STATE OF CA	LIF DEPT OF JUSTICE					
			100720	202.00		
			105189	315.00		
			105231	70.00		

Supplier	Inv./Chq. Date MM/DD/YY Fnc.	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa	aid Check * Amount Amou	nt
	06/24/15	Check * Issued	128279		587.00	
STATE OF CA	LIFORNIA					
			060215A	40.00		
	06/10/15	Check * Issued	127979		40.00	
			060215D	160.92		
	06/10/15	Check * Issued	127980		160.92	
			061615A	40.00		
	06/24/15	Check * Issued	128154		40.00	
			061615D	160.92		
	06/24/15	Check * Issued	128155		160.92	
			063015A	40.00		
	06/30/15	Check * Issued	128320		40.00	
			063015D	160.92		
	06/30/15	Check * Issued	128321		160.92	
STERICYCLE,	INC.		2002028470	E0 E1		
	06/10/15	Check * Issued	3003038470 128095	53.51	53.51	
STRATEGIC S	OLUTIONS					
			CAT207AQ	1,300.00		
	06/10/15	Check * Issued	128096		1,300.00	
			CAT208-EC	1,300.00		
	06/24/15	Check * Issued	128280		1,300.00	
SUN AIR AUTO	DMOTIVE					
			19995	160.49		
			20017	274.91		
			20046	1,362.41		
			20056	62.64		
	004045	OL LES	20081	97.50		
	06/10/15	Check * Issued	128097		1,957.95	

# Demand Register - June 2015 July 7, 2015

	Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid Check *
Supplier	MM/DD/YY Fnc.	Description	Number	Amount	
			19859	550.29	
			19878	243.75	
			19904	142.50	
			20015	1,948.53	
	06/24/15	Check * issued	128281		2,885.07
TMODULENO					
T-MOBILE USA	<b>\</b>				
	00/04/45	Olean I. * Innove I	60984	200.00	
	06/24/15	Check * Issued	128282		200.00
TAPIA, DANIEL	l F				
TALIA, DANIEL			060415	187.06	
	06/10/15	Check * Issued	127944	167.06	187.06
	00/10/13	Offeck Issued	12/944		187.06
TELEPACIFIC	COMMUNICATIONS				
			68059109-0	735.00	
				661.82	
				111.18	
				2,175.78	
	06/30/15	Check * Issued	128322	_,	3,683.78
TERRA AQUA	BUILDERS, INC.				
			223107	30.75	
	06/30/15	Check * Issued	128365		30.75
TIME WARNER	<b>?</b>				
			061115-MIS	428.12	
			8448410790016897-0615	15.16	
	06/10/15	Check * Issued	128098		443.28
T000 11015	101850				
TOPS N BARR	ICADES				
			1046574	264.33	
			1046672	1,430.25	
			1046728	114.75	
			1046805	20.44	
			1046880	1,181.56	
			1046881	294.08	

Supplier	Inv./Chq. Date  MM/DD/YY Fnc. Desc	cription	Inv./Chq. Number	Fnc./Inv. Inv. Amount	Paid Check * Amount Amount
	06/10/15	Check * Issued	1046989 128099	252.88	3,558.29
	06/24/15	Check * Issued	1047158 128283	328.74	328.74
TORRES, EU	GENIA				
	06/24/15	Check * Issued	061615 128137	86.25	86,25
TRUPPELLI, (	GEORGE				
	06/10/15	Check * Issued	FY16-01001 128029	1,345.01	1,345.01
TRUSTMARK	VOL BENEFIT SOLUTION				
	06/10/15	Check * Issued	060215 128100	142.62	142.62
	06/24/15	Check * Issued	061615 128284	142.62	142.62
	06/30/15	Check * Issued	063015 128368	142.62	142.62
TUDBO DATA	CVCTEMO INC				
TORBO DATA	SYSTEMS, INC. 06/24/15	Check * Issued	22862 128285	425.87	425.87
UNDERGROU	ND SERVICE ALERT				
	06/10/15	Check * Issued	520150091 128101	60.00	60.00
	06/24/15	Check * Issued	420150093 128286	43.50	43.50
UNION BANK					

9002125 2,830,823.64

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Desc	ription	Inv./Chq. Number	Fnc./Inv. Inv. Pai	id Check * Amount Amount
	06/30/15	Check * Issued	9002139		2,830,823.64
UNITED RENT	ALS NORTHWEST, INC				
			128301307-001	116.34	
			128671018-001	46.13	
	06/10/15	Check * Issued	128102		162.47
UNITED WAY	OF THE DESERT				
			060215	35.00	
	06/10/15	Check * Issued	128103		35.00
			061615	35.00	
	06/24/15	Check * Issued	128287		35.00
			063015	35.00	
	06/30/15	Check * Issued	128369		35.00
USA-FACT					
00A-1 A01			2439826-IN	60.27	
	06/10/15	Check * Issued	128104	00.27	60.27
					30.E.
			2441748-IN	72.32	
	06/24/15	Check * Issued	128288		72.32
VACATION RE	NTAL COMPLIANCE LLC				
			288	900.00	
	06/10/15	Check * Issued	128105		900.00
			295	1,200.00	
	06/30/15	Check * Issued	128370	,,	1,200.00
VALLEY LOCK & SAFE					
			B6202121	336.42	
			B6202641	150.42	
			B6202907	8.80	
			B6202985	3.68	
			B6203094	1.84	
	06/10/15	Check * Issued	128106		501.16

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128234   177.97   128300   125.00   86230357   5.53   308.50   125.00   86230357   5.53   308.50   128289   507.85   507.85   69459832   507.85   69459832   507.85   69459832   507.85   697.85   69479755   507.85   69479755   507.85   69479755   507.85   69479755   507.85   69479755   6067.85	Supplier	Inv./Chq. Date  MM/DD/YY Fnc. [	Description	Inv./Chq. Number	Fnc./Inv. Inv. Pa	uid Check * Amount Amount
128300   125.00   125.00   125.00   125.00   126.00   1						
B8620357   5.53   308,50				128234	177.97	
VERIZON BUSINESS SERVICES  VERIZON BUSINESS SERVICES  O6/10/15 Check ' Issued 89499832 507.85  O6/24/15 Check ' Issued 127982 507.85  O6/24/15 Check ' Issued 128290 507.85  VERIZON CALIFORNIA  VERIZON CALIFORNIA  O6/30/15 Check ' Issued 128323 95.02  O6/30/15 Check ' Issued 128323 96.28  O6/30/15 Check ' Issued 128323 96.28  VERIZON WIRELESS  VERIZON WIRELESS  VERIZON WIRELESS  O6/24/15 Check ' Issued 128324 114.03  O6/24/15 Check ' Issued 128325 1.087.22  9746600826 1,387.22  9746600826 1,387.22  9747160797 721.23  O6/24/15 Check ' Issued 128291 2.108.45  O6/30/15 Check ' Issued 128291 114.03  VOHNE LICHE KENNELS INC				128300	125.00	
VERIZON BUSINESS SERVICES  69459832 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  69479755 507.85  697.85  69679755 507.85  6967975  606.8 Issued 128323 95.02  69679715  606.8 Issued 128323 96.28  69679715  606.8 Issued 128324 289.84  69679715  606.8 Issued 128324 114.03  69745824220 114.03  69745824220 114.03  69746628036 452.86  69746628036 452.86  6974660797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747160797 721.23  69747103366 114.03  69747160797 721.23  69747103366 114.03					5.53	
69459832   507.85		06/24/15	Check * Issued	128289		308.50
69459832   507.85						
69459832   507.85	VERIZON BUS	SINESS SERVICES				
Check   Issued   127982   507.85   50				69459832	507.85	
VERIZON CALIFORNIA         MISC-150810 128290         95.02           06/30/15         Check * Issued         128290         95.02           06/30/15         Check * Issued         127983         95.02           06/30/15         Check * Issued         127983         96.28           06/30/15         Check * Issued         128323         96.28           06/30/15         Check * Issued         128324         289.84           VERIZON WIRELESS         9745424220         114.03           06/10/15         Check * Issued         127984         114.03           06/24/15         Check * Issued         128157         452.86           9746600826         1,387.22         9747160797         721.23           06/24/15         Check * Issued         128291         2,108.45           06/30/15         Check * Issued         128291         2,108.45           VOHNE LICHE KENNELS INC         10202         175.00         114.03		06/10/15	Check * Issued			507.85
VERIZON CALIFORNIA  VERIZON CALIFORNIA  **MISC-150610** 95.02**  06/10/15** Check * Issued 127983**  06/30/15** Check * Issued 128323**  06/30/15** Check * Issued 128323**  VERIZON WIRELESS  VERIZON WIRELESS  06/10/15** Check * Issued 128324**  06/24/15** Check * Issued 128324**  06/24/15** Check * Issued 128325**  06/24/15** Check * Issued 128325**  06/24/15** Check * Issued 128291**  06/30/15** Check * Issued 128325**  06/30/15** Check * Issued 128325**  VOHNE LICHE KENNELS INC						
VERIZON CALIFORNIA  VERIZON CALIFORNIA  06/10/15  Check*Issued  127983  95.02  5016-1506  96.28  06/30/15  Check*Issued  128323  96.28  MISC-150630  289.84  289.84  VERIZON WIRELESS  06/10/15  Check*Issued  9745424220  114.03  127984  114.03  127984  114.03  9746628036  452.86  06/24/15  Check*Issued  9746628036  128157  452.86  06/24/15  Check*Issued  9747160797  721.23  9747160797  721.23  06/30/15  Check*Issued  128325  114.03  VOHNE LICHE KENNELS INC				69479755	507.85	
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MISC-150610 95.02  06/10/15 Check * Issued 127983 96.28  06/30/15 Check * Issued 128323 96.28  06/30/15 Check * Issued 128323 96.28  06/30/15 Check * Issued 128324 98.84  VERIZON WIRELESS  9745424220 114.03  06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 128157 452.86  06/24/15 Check * Issued 128157 452.86  06/24/15 Check * Issued 128291 2,108.45  06/30/15 Check * Issued 128291 114.03  VOHNE LICHE KENNELS INC						
MISC-150610   95.02						
96/10/15 Check * Issued 127983 95.02  5016-1506 96.28  06/30/15 Check * Issued 128323 96.28  06/30/15 Check * Issued 128324 289.84  VERIZON WIRELESS  9745424220 114.03  06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 9746628036 452.86  06/24/15 Check * Issued 128157 452.86  9746800826 1,387,22 9747160797 721.23  06/24/15 Check * Issued 128291 2,108.45  VERIZON WIRELES INC  VOHNE LICHE KENNELS INC	VERIZON CAL	IFORNIA				
1885   1885					95.02	
06/30/15       Check * Issued       128323       289.84         06/30/15       Check * Issued       MISC-150630       289.84         VERIZON WIRELESS         9745424220       114.03         06/10/15       Check * Issued       127984       114.03         06/24/15       Check * Issued       128157       452.86         06/24/15       Check * Issued       128157       452.86         06/24/15       Check * Issued       128291       2,108.45         06/30/15       Check * Issued       128291       2,108.45         VOHNE LICHE KENNELS INC		06/10/15	Check * Issued	127983		95.02
06/30/15       Check * Issued       128323       289.84         06/30/15       Check * Issued       MISC-150630       289.84         VERIZON WIRELESS         9745424220       114.03         06/10/15       Check * Issued       127984       114.03         06/24/15       Check * Issued       128157       452.86         06/24/15       Check * Issued       128157       452.86         06/24/15       Check * Issued       128291       2,108.45         O6/30/15       Check * Issued       128291       2,108.45         VOHNE LICHE KENNELS INC				E010 1E00	00.00	
MISC-150630 289.84  289.84  VERIZON WIRELESS  9745424220 114.03  106/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 128157 452.86  9746820826 1,387.22 9747160797 721.23  06/24/15 Check * Issued 128291 2,108.45  VOHNE LICHE KENNELS INC  10202 175.00		06/30/15	Chack * Issued		96.28	06.00
VERIZON WIRELESS  VERIZON WIRELESS  9745424220 114.03  06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 9746628036 452.86  06/24/15 Check * Issued 9746800826 1,387.22  9746800826 1,387.22  9747160797 721.23  06/30/15 Check * Issued 128291 2,108.45  VOHNE LICHE KENNELS INC  10202 175.00		00/00/10	Check issued	120323		90.20
VERIZON WIRELESS  VERIZON WIRELESS  9745424220 114.03  06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 9746628036 452.86  06/24/15 Check * Issued 9746800826 1,387.22  9746800826 1,387.22  9747160797 721.23  06/30/15 Check * Issued 128291 2,108.45  VOHNE LICHE KENNELS INC  10202 175.00				MISC-150630	289.84	
VERIZON WIRELESS  VERIZON WIRELESS  9745424220 114.03  06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 9746628036 452.86  06/24/15 Check * Issued 9746800826 1,387.22 9747160797 721.23 9747160797 721.23 9747160797 721.23 9747103356 114.03 06/30/15 Check * Issued 128291 2,108.45  VOHNE LICHE KENNELS INC  10202 175.00		06/30/15	Check * Issued		200.01	289.84
9745424220 114.03 06/10/15 Check * Issued 127984 114.03  06/24/15 Check * Issued 9746628036 452.86 128157 452.86  9746800826 1,387.22 9747160797 721.23 2,108.45  06/30/15 Check * Issued 128291 2,108.45  VOHNE LICHE KENNELS INC						
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114.03  114.03  114.03  06/10/15  Check * Issued  9746628036 128157  452.86  9746800826 1,387.22 9747160797 721.23  06/24/15  Check * Issued  128291 2,108.45  Check * Issued  128325  VOHNE LICHE KENNELS INC	VERIZON WIR	ELESS				
9746628036 452.86  06/24/15 Check * Issued 128157 452.86  9746800826 1,387.22 9747160797 721.23  06/24/15 Check * Issued 128291 2,108.45  06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC				9745424220	114.03	
06/24/15 Check * Issued 128157 452.86  9746800826 1,387.22 9747160797 721.23  06/24/15 Check * Issued 128291 2,108.45  06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC  10202 175.00		06/10/15	Check * Issued	127984		114.03
06/24/15     Check * Issued     128157     452.86       9746800826     1,387.22       9747160797     721.23       06/24/15     Check * Issued     128291     2,108.45       9747103356     114.03       06/30/15     Check * Issued     128325     114.03       VOHNE LICHE KENNELS INC						
9746800826 1,387.22 9747160797 721.23 06/24/15 Check * Issued 128291 2,108.45 06/30/15 Check * Issued 128325 114.03 VOHNE LICHE KENNELS INC					452.86	
9747160797 721.23 06/24/15 Check * Issued 128291 2,108.45  9747103356 114.03 06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC 10202 175.00		06/24/15	Check * Issued	128157		452.86
9747160797 721.23 06/24/15 Check * Issued 128291 2,108.45  9747103356 114.03 06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC 10202 175.00				0746900000	1 207 00	
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9747103356 114.03 06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC 10202 175.00		06/24/15	Check * legged		721.23	0.100.45
06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC 10202 175.00		00/2 1/ 10	Oncor 1550cd	120291		2,100.45
06/30/15 Check * Issued 128325 114.03  VOHNE LICHE KENNELS INC 10202 175.00				9747103356	114.03	
VOHNE LICHE KENNELS INC 10202 175.00		06/30/15	Check * Issued		111100	114.03
10202 175.00						
10202 175.00						
	VOHNE LICHE	KENNELS INC				
10207 175.00				10202	175.00	
				10207	175.00	

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July 7, 2015	

Supplier	Inv./Chq. Date MM/DD/YY Fnc. Desci	iption	Inv./Chq. Number	Fnc./Inv. Inv. Pai Amount	d Check * Amount Amount
	06/24/15	Check * Issued	128292		350.00
VOYAGER FLE	EET SYSTEMS INC				
			522	270.87	
				1,303.85	
	06/10/15	Check * Issued	128107	60.75-	1,513.97
	00/10/13	Officer issued	120107		1,513.97
WELLDYNE RX	(		SLS2644609	72.64	
	06/10/15	Check * Issued	128108	72.04	72.64
					, <del>_</del> ,
			SLS265737	70.23	
	06/24/15	Check * Issued	128293		70.23
WELLS FARGO	BANK MAC:E2818-176				
			9002131	500,000.00	
	00/00/45	O. 141		675.00-	
	06/30/15	Check * Issued	9002140		499,325.00
			9002132	250,000.00	
	06/30/15	Check * Issued	9002141		250,000.00
			9002136	1,000,000.00	
	06/30/15	Check * Issued	9002142	1,000,000.00	1,000,000.00
					, ,
WEST, RICHAF	on.				
WEST, HICHAR	טר		061015	125.00	
	06/24/15	Check * Issued	128149	.20.00	125.00
WESTERN EXT	FERMINATOR CO				
			3222640	71.50	
			3233764	173.50	
			3248055	58.00	
			3256499	39.00	
	06/04/45	Ohaali * laassad	3273404	39.00	004.00
	06/24/15	Check * Issued	128294		381.00

Supplier	Inv./Chq. Date MM/DD/YY Fnc. De	escription	Inv./Chq. Number	Fnc./Inv. Inv. Pai Amount	id Check * Amount Amount	
WESTERN PU	MP					
	06/10/15	Check * Issued	W52893 128109	75.00	75.00	
WILLDAN FINA	NCIAL SERVICES					
	06/10/15	Check * Issued	010-27697 010-27698 010-27699 128110	3,044.93 973.74 2,106.22	6,124.89	
WILSON, PAUL	. S. 06/30/15	Check * Issued	2015-05 128308	45.00	45.00	
WITTMAN FNT	ERPRISES LLC					
WITH LINE	06/10/15	Check * Issued	150506 128111	6,900.00	6,900.00	
XEROX FINAN	CIAL SERVICES LLC					
	06/10/15	Check * Issued	319901 128112	272.76	272.76	
ZIPPY COPY						
2811 0011	06/24/15	Check * Issued	100-61515-001 128295	138.16	138.16	
ZOLL MEDICAL CORP.						
	06/10/15	Check * Issued	2246702 2247824 128113	3,766.16 664.58	4,430.74	
	06/24/15	Check * Issued	2250233 128296	400.93	400.93	

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 $\begin{tabular}{ll} Inv./Chq. \ Date \\ Supplier & MM/DD/YY \ Fnc. & Description \\ \end{tabular}$ 

Inv./Chq. Fnc./Inv.

Number A

v. Inv. Paid
Amount

Check Amount

Amount

0.00 PPD 0.00 MAN

Total All Vendors

0.00 8,170,264.70

### AP447

Demand Register - June 2015

### Distribution Summary

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100 1121	Cash Interfund Control	1,750,000.00
100 1144	Unamortized Investment Premium	675.00-
100 1283	Other Notes Receivable	50,000.00
100 2124	Prepaid Expenses	5,200.00
100 3122	Federal Income Tax Payable	315,092.93
100 3123	FICA Tax Payable	4,945.90
100 3124	State Income Tax Payable	94,902.80
100 3126	PERS Contribution	432,930.97
100 3128	Police Explorers	588.00
100 3130	Section 125 Benefit Plans	7,281.09
100 3131	United Way	105.00
100 3132	Garnishments	2,672.73
100 3133	CCPOA (Police Officers)	10,198.05
100 3134	CCPFA (Firefighters Assoc)	7,585.65
100 3136	AFSCME (Am Fed St Co & Muni Er	n 2,374.98
100 3138	ICMA Deferred Compensation	72,999.48
100 3139	Nationwide Deferred Compensati	42,388.50
100 3141	CURC Payable	8,326.65
100 3142	CCFMA (Fire Mgmt Assoc)	825.00
100 3143	CCPMA (Police Mgmt Assoc)	2,648.34
100 3144	ICMA 401(A)	6,750.00
100 3163	County Sales Tax Payable	23.25-
100 3164	City Sales Tax Payable	137.07-
100 3311	Deferred Revenue	50,000.00-
100 3360	Recreation Deposits	390.00
100 1118326	Equipment Leases - Operating	32.70
100 1128201	Materials & Supplies	6.49
100 1128220	Advertising	554.40
100 1128326	Equipment Leases - Operating	32.70
100 1128601	Professional & Technical Svs	250.00
100 1318201	Materials & Supplies	6.50
100 1318326	Equipment Leases - Operating	32.70
100 1318502	Telephone	681.69
100 1318701	Conference/Meeting/Training	25.00
100 1318703	Meals	22.00
100 1328037	Wellness Program	2,842.97
100 1328201	Materials & Supplies	<b>7</b> 5.17
100 1328220	Advertising	102.00
100 1328326	Equipment Leases - Operating	130.80
100 1328601	Professional & Technical Svs	3,900.00
100 1328610	Legal Fees	585.50

#### AP447 Demand Register - June 2015

### Distribution Summary

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100 1328621	Pre-employment Services	2,265.59
100 1328707	Education Reimbursement	5,324.92
100 1338201	Materials & Supplies	6.49
100 1338220	Advertising	961.46
100 1338326	Equipment Leases - Operating	32.70
100 1418201	Materials & Supplies	47.28
100 1418219	Postage, Shipping, and Freight	16.72
100 1418220	Advertising	327.60
100 1418326	Equipment Leases - Operating	198.38
100 1418601	Professional & Technical Svs	16,237.95
100 1428201	Materials & Supplies	697.17
100 1428301	Maintenance and Operations	10,493.21
100 1428502	Telephone	127.08
100 1428503	Internet	428.12
100 1428601	Professional & Technical Svs	760.00
100 1518201	Materials & Supplies	6.50
100 1518502	Telephone	49.99
100 1518601	Professional & Technical Svs	2,250.00
100 1518701	Conference/Meeting/Training	25.00
100 1518703	Meals	12.03
100 1528326	Equipment Leases - Operating	49.60
100 1558201	Materials & Supplies	30.51
100 1558221	Noncapital Equip-Computers	331.64
100 1558326	Equipment Leases - Operating	49.60
100 1558502	Telephone	42.63
100 1558601	Professional & Technical Svs	17,521.18
100 1568201	Materials & Supplies	86.96
100 1568219	Postage, Shipping, and Freight	5.63
100 1568326	Equipment Leases - Operating	49.59
100 1568502	Telephone	42.63
100 1568601	Professional & Technical Svs	103.50
100 1718658	Assistance	50,000.00
100 3118201	Materials & Supplies	2,961.74
100 3118217	Uniforms and Safety Gear	733.27
100 3118219	Postage, Shipping, and Freight	5.63
100 3118221	Noncapital Equipment-Computers	165.76
100 3118222	Noncapital Equipment-Other	150.00-
100 3118228	Printing Services	138.16
100 3118301	Maintenance and Operations	666.13
100 3118326	Equipment Leases - Operating	246.23
100 3118502	Telephone	1,797.53

#### AP447 Demand Register - June 2015

# Distribution Summary

100 3118503	Internet	1,479.20
100 3118601	Professional & Technical Svs	1,295.00
100 3118701	Conference/Meeting/Training	1,227.59
100 3118703	Meals	406.00
100 3118704	Airfare/Hotel/Misc	585.19
100 3118705	Mileage	174.19
100 3118708	P.O.S.T.	2,137.45
100 3118709	P.O.S.T. Nonreimbursable	22.22
100 3128201	Materials & Supplies	362.32
100 3128216	Shop/Repair/Misc Supplies	185.29
100 3128217	Uniforms and Safety Gear	2,885.69
100 3128222	Noncapital Equipment-Other	594.36
100 3128301	Maintenance and Operations	794.78
100 3128326	Equipment Leases - Operating	246.23
100 3128401	Fleet Maintenance & Operations	21,148.45
100 3128601	Professional & Technical Svs	1,500.00
100 3128706	Memberships	200.00
100 3138201	Materials & Supplies	27.78
100 3138216	Shop/Repair/Misc Supplies	1,066.11
100 3138219	Postage, Shipping, and Freight	111.23
100 3138221	Noncapital Equipment-Computers	934.11
100 3138301	Maintenance and Operations	203.63
100 3138326	Equipment Leases - Operating	235.44
100 3138601	Professional & Technical Svs	253.51
100 3148503	Internet	15.16
100 3178601	Professional & Technical Svs	23,268.98
100 3318201	Materials & Supplies	162.24
100 3318301	Maintenance and Operations	1,287.87
100 3318326	Equipment Leases - Operating	272.76
100 3318401	Fleet Maintenance & Operations	2,192.28
100 3318501	Gas & Electric	3,344.57
100 3318502	Telephone	747.89
100 3318503	Internet	451.78
100 3318504	Water	338.40
100 3318601	Professional & Technical Svs	150.00
100 3328201	Materials & Supplies	350.58
100 3328217	Uniforms and Safety Gear	789.95
100 3328301	Maintenance and Operations	634.40
100 3328401	Fleet Maintenance & Operations	737.10
100 3328501	Gas & Electric	67.02
100 3328502	Telephone	50.00

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## Demand Register - June 2015

## Distribution Summary

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100 3328601	Professional & Technical Svs	1,665.00
100 3328701	Conference/Meeting/Training	500.00
100 3338601	Professional & Technical Svs	1,785.00
100 3348216	Shop/Repair/Misc Supplies	11,638.12
100 3348219	Postage, Shipping, and Freight	34.66
100 3348401	Fleet Maintenance & Operations	4,071.60
100 3348601	Professional & Technical Svs	7,496.00
100 3358506	Trash and Other Utilities	39.50
100 3368301	Maintenance and Operations	3,432.97
100 3368326	Operating Lease	49.59
100 3368502	Telephone	31.71
100 3368503	Internet	228.06
100 3368601	Professional & Technical Svs	1,117.30
100 4118201	Materials & Supplies	1,957.65
100 4118217	Uniforms and Safety Gear	404.65
100 4118218	Small Tools	85.59
100 4118301	Maintenance and Operations	3,366.29
100 4118401	Fleet Maintenance & Operations	5,347.73
100 4118501	Gas & Electric	2,015.17
100 4118502	Telephone	376.26
100 4118504	Water	3,174.62
100 4118505	Street Utilities	12,316.50
100 4128201	Materials & Supplies	13.73
100 4138201	Materials & Supplies	67.89
100 4138502	Telephone	42.63
100 9116402	Business Licenses	30.75
100 9116411	Animal Licenses	4,099.00-
100 9116530	Engineering Fees	1,050.00
100 9116533	Admin Support Reimbursement	12.92-
100 9116901	Miscellaneous Revenue	2.56
100 9118201	Materials & Supplies	283.98
100 9118301	Maintenance and Operations	209.28
100 9118326	Equipment Leases - Operating	193.20
100 9118401	Fleet Maintenance & Operations	1,486.75
100 9118502	Telephone	2,055.02
100 9118504	Water	128.61
100 9118601	Professional & Technical Svs	2,757.62
100 9118701	Conference/Meeting/Training	55.42
100 9118706	Memberships	101.00
100 25118301	Parking Structure M&O	1,352.76
100 25118501	Parking Structure Gas & Elec	2,422.50

### AP447

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# Distribution Summary

100 25118502	Davidso Church vo Talach	444.0
100 25118504	Parking Structure Telephone	111.18
	Parking Structure Water	121.39
100 35018301 100 70068201	Maintenance and Operations	1,430.25
	2nd St Park Mat & Sup	96.53
	2nd St Park Main & Ops	38.78
	2nd St Park Gas & Electric	263.12
	2nd St Park Water	1,343.27
	Soccer Park Main & Ops	270.00
	Soccer Park Gas & Electric	234.10
	Soccer Park Water	5,074.24
	2nd St Dog Park Main & Ops	206.60
	2nd St Dog Park Water	198.20
	Festival Park Water	22.67
	Fountain of Life Mat & Sup	448.26
	Fountain of Life M&O	1,490.00
	Fountain of Life Gas & Elec	987.10
	Fountain of Life Water	456.66
	Library Building Repair M&O	4,168.04
	Community Center Supplies	8.57
	Community Center M&O	71.50
	Community Center Gas & Electri	1,173.22
	Community Center Telephone	111.18
	Community Center Water	99.69
	Civic Center Mat⋑	8,898.64
	Civic Center M&O	6,128.91
	Civic Center Gas & Electric	12,678.30
	Civic Center Water	781.75
	Town Square Mat⋑	685.40
	Town Square M&O	3,095.00
	Town Square Gas & Electric	222.08
	Town Square Water	114.17
100 99948601	UUT Svcs	4,140.30
100 11187035002	Meals - Pettis	18.31
100 11187035034	Meals - Henry	32.31
100 11187035036	Meals - Kaplan	30.00
100 11187035037	Meals - Carnevale	30.00
100 11187045034	AirHotelMisc - Henry	191.31
100 11187045037	AirHotelMisc - Carnevale	133.28
100 11187055002	Mileage - Pettis	240.38
100 11187055034	Mileage - Henry	287.86
100 15215063331	King Blaise Coop Dep	255.60

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100 15215066529	King Blaise Coop Rev	255.60-
100 15215068209	King Blaise Coop Exp	255.60
100 973294161121	Tfr Out 261 LLD 1 Support	12.32
100 973294161122	Tfr Out 261 LLD 2 Support	37.20
100 973294161125	Tfr Out 261 LLD 5 Support	18.68
100 973294161126	Tfr Out 261 LLD 16A Support	1,358.41
100 973294161127	Tfr Out 261 LLD 7 Support	74.39
100 973294161129	Tfr Out 261 LLD 9 Support	19.40
100 973294161131	Tfr Out 261 LLD 11 Support	17.87
100 973294161135	Tfr Out 261 LLD 15 Support	68.93
100 973294161136	Tfr Out 261 LLD 16B Support	235.05
100 973294161137	Tfr Out 261 LLD 17 Support	1,943.16
100 973294161138	Tfr Out 261 LLD 18 Support	53.39
100 973294161139	Tfr Out 261 LLD 19 Support	50.43
100 973294161140	Tfr Out 261 LLD 20 Support	17.46
100 973294161141	Tfr Out 261 LLD 21 Support	16.65
100 973294161142	Tfr Out 261 LLD 54 Support	14.28
100 Sub Fund	General Fund	3,094,335.75
100 Fund	General Fund	3,094,335.75
100 Fund 233 9118601	General Fund Professional & Technical Svs	3,094,335.75 425.87
233 9118601	Professional & Technical Svs	425.87
233 9118601	Professional & Technical Svs	425.87
233 9118601 233 10178601	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs	425.87 4,760.00
233 9118601 233 10178601 200 Sub Fund	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue	425.87 4,760.00 5,185.87
233 9118601 233 10178601 200 Sub Fund 233 Fund	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund	425.87 4,760.00 5,185.87 5,185.87
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs	425.87 4,760.00 5,185.87 5,185.87 26,400.00
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601 200 Sub Fund	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs Special Revenue	425.87 4,760.00 5,185.87 5,185.87 26,400.00
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601 200 Sub Fund 234 Fund	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs Special Revenue Transfer Station Road Fund	425.87 4,760.00 5,185.87 5,185.87 26,400.00 26,400.00
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601 200 Sub Fund 234 Fund 235 33111412	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs Special Revenue Transfer Station Road Fund Def Rev Art in Public Places	425.87 4,760.00 5,185.87 5,185.87 26,400.00 26,400.00 26,400.00
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601 200 Sub Fund 234 Fund 235 33111412 235 64511412	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs Special Revenue Transfer Station Road Fund Def Rev Art in Public Places Dev Fees Art In Public Places	425.87 4,760.00 5,185.87 5,185.87 26,400.00 26,400.00 89.37 89.37-
233 9118601 233 10178601 200 Sub Fund 233 Fund 234 10168601 200 Sub Fund 234 Fund 235 33111412 235 64511412 235 88021412	Professional & Technical Svs Ortega SWalk/Light XWalk Svcs Special Revenue Traffic Safety Fund Edom Hill Truck Climb Svcs Special Revenue Transfer Station Road Fund Def Rev Art in Public Places Dev Fees Art In Public Places Improve Art In Public Places	425.87 4,760.00 5,185.87 5,185.87 26,400.00 26,400.00 26,400.00 89.37 89.37-89.37

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### Distribution Summary

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200	Sub Fund	Special Revenue	43,541.27
235	Fund	Developer Fees	43,541.27
241	1618201	Materials & Supplies	1,761.59
241	1618217	Uniforms and Safety Gear	383.26
241	1618301	Maintenance and Operations	3,284.27
241	1618401	Fleet Maintenance & Operations	3,466.83
241	1618501	Gas & Electric	7.37
241	1618502	Telephone	18.70
241	86688220	Date Palm N/O I-10 Advertising	687.60
241	86688601	Date Palm N/O I-10 Svcs	123.75
241	88378601	Cath Cyn Rehab Svcs	2,301.80
241	89018220	EPC Slurry Seal Advertising	730.80
200	Sub Fund	Special Revenue	12,765.97
241	Fund	Gas Tax Fund	12,765.97
242	3353	Payable to CVAG	10,133.93
242	1618620	Environmental Services	1,300.00
200	Sub Fund	Special Revenue	11,433.93
242	Fund	Air Quality Improvements Fund	11,433.93
243	1568301	Traffic Signal Maint-Engineer	30,922.53
243	1618201	Materials & Supplies	1,761.60
243	1618217	Uniforms and Safety Gear	383.23
243	1618301	Maintenance and Operations	3,284.25
243	1618401	Fleet Maintenance & Operations	3,466.83
243	1618501	Gas & Electric	7.36
243	1618502	Telephone	18.69
243	1618505	Street Utilities	4,103.45
243	88378601	Cath Cyn Rehab Svcs	2,301.80
243	89468601	ADA Compliance Svcs	21,900.00
200	Sub Fund	Special Revenue	68,149.74
243	Fund	Measure "A" Fund	68,149.74

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246 3116	Payable to Waste Disposal Svcs	899,404.74
246 9118201	Materials & Supplies	2,010.90
246 9118209	Burrtec Spec Rev Expenditures	2,658.07
246 9118219	Postage, Shipping, and Freight	1,222.70
246 9118220	Advertising	111.60
246 9118228	Printing Services	2,367.67
246 9118301	Maintenance and Operations	5,544.59
246 9118329	Property Bulky Item Pickup	5,015.00
246 9118502	Telephone	99.98
246 9118601	Professional & Technical	1,132.10
246 9118610	Legal Fees	60.00
246 9118620	Environmental Prof & Tech Svcs	11,560.00
246 9118658	Community Assistance	4,500.00
246 9118701	Conference/Meeting/Training	340.00
200 Sub Fund	Special Revenue	936,027.35
246 Fund	Solid Waste Fund	936,027.35
247 45678231	2013 Bullet Proof Vest Exp	300.00
200 Sub Fund	Special Revenue	200.00
200 Sub Fund	Special Revenue	300.00
247 Fund	Police Grants Fund	300.00
251 25178231	San Joaquin Sidewalk Fed Exp	10,832.25
251 40148231	CDBG Admin Costs Fed Exp	423.28
251 40168231	CDBG Fair Housing Fed Exp	717.46
200 Sub Fund	Special Revenue	11,972.99
251 Fund	Community Develop Block Grants	11,972.99
252 97438209	EECBG Expenses	3,965.44
200 Sub Fund	Special Revenue	3,965.44
252 Fund	Energy Efficiency/Conservation	3,965.44
255 50058209	Fingerprints DOJ Expenditures	72.00
255 50088209	MDC Technologies Expenditures	6,633.09
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200         Sub Fund         Special Revenue         15,076.60           255         Fund         Police Dept Special Revenues         15,076.60           256         55028209         CPR Expenditures         116.00           200         Sub Fund         Special Revenue         116.00           256         Fund         Fire Dept Special Revenues         116.00           256         Fund         Fire Dept Special Revenues         116.00           261         2124         Prepaid Other         770.00           261         973273011121         Tfr In 100 Gen Fund Zone 1         12.32-261           261         973273011122         Tfr In 100 Gen Fund Zone 2         37.20-261           261         973273011125         Tfr In 100 Gen Fund Zone 5         18.68-261           261         973273011126         Tfr In 100 Gen Fund Zone 16A         1,358.41-36-261           261         973273011127         Tfr In 100 Gen Fund Zone 7         74.39-261           261         973273011131         Tfr In 100 Gen Fund Zone 9         19.40-261           261         973273011135         Tfr In 100 Gen Fund Zone 15         68.93-261           261         973273011135         Tfr In 100 Gen Fund Zone 17         1,943.16-261           <	255 50118209 255 50148209 255 50198209 255 50218209	Citizens on Patrol Dept Exp City Hall Gym Exp EAST-PACT Exp 2015 ACBCI Donation Exp	160.67 618.80 568.13 7,023.91
256 55028209 CPR Expenditures 116.00  200 Sub Fund Special Revenue 116.00  256 Fund Fire Dept Special Revenues 116.00  261 2124 Prepaid Other 770.00  261 973273011121 Tfr In 100 Gen Fund Zone 1 12.32- 261 973273011122 Tfr In 100 Gen Fund Zone 2 37.20- 261 973273011125 Tfr In 100 Gen Fund Zone 5 18.68- 261 973273011126 Tfr In 100 Gen Fund Zone 16A 1,358.41- 261 973273011127 Tfr In 100 Gen Fund Zone 7 74.39- 261 973273011129 Tfr In 100 Gen Fund Zone 9 19.40- 261 973273011131 Tfr In 100 Gen Fund Zone 9 19.40- 261 973273011135 Tfr In 100 Gen Fund Zone 11 17.87- 261 973273011136 Tfr In 100 Gen Fund Zone 16B 235.05- 261 973273011138 Tfr In 100 Gen Fund Zone 16 235.05- 261 973273011138 Tfr In 100 Gen Fund Zone 18 53.39- 261 973273011140 Tfr In 100 Gen Fund Zone 19 50.43- 261 973273011140 Tfr In 100 Gen Fund Zone 21 16.65- 261 973273011142 Tfr In 100 Gen Fund Zone 21 16.65- 261 973273011142 Tfr In 100 Gen Fund Zone 21 16.65- 261 973283011125 M & O LLD Zone 2 1,745.00 261 973283011126 M & O LLD Zone 5 1,519.85 261 973283011127 M & O LLD Zone 16B 3,760.00 261 973283011137 M & O LLD Zone 17 1,224.38 261 973283011138 M & O LLD Zone 17 1,224.38 261 973283011139 M & O LLD Zone 19 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973283011139 M & O LLD Zone 19 167.03	200 Sub Fund	Special Revenue	15,076.60
200 Sub Fund Fire Dept Special Revenues 116.00  256 Fund Fire Dept Special Revenues 116.00  261 2124 Prepaid Other 770.00  261 973273011121 Tfr In 100 Gen Fund Zone 1 12.32- 261 973273011122 Tfr In 100 Gen Fund Zone 2 37.20- 261 973273011125 Tfr In 100 Gen Fund Zone 5 18.68- 261 973273011126 Tfr In 100 Gen Fund Zone 16A 1,358.41- 261 973273011127 Tfr In 100 Gen Fund Zone 7 74.39- 261 973273011129 Tfr In 100 Gen Fund Zone 9 19.40- 261 973273011131 Tfr In 100 Gen Fund Zone 11 17.87- 261 973273011135 Tfr In 100 Gen Fund Zone 15 68.93- 261 973273011136 Tfr In 100 Gen Fund Zone 15 68.93- 261 973273011137 Tfr In 100 Gen Fund Zone 16B 235.05- 261 973273011138 Tfr In 100 Gen Fund Zone 17 1,943.16- 261 973273011139 Tfr In 100 Gen Fund Zone 18 53.39- 261 973273011140 Tfr In 100 Gen Fund Zone 19 50.43- 261 973273011141 Tfr In 100 Gen Fund Zone 20 17.46- 261 973273011142 Tfr In 100 Gen Fund Zone 21 16.65- 261 973273011142 Tfr In 100 Gen Fund Zone 54 14.28- 261 973283011122 M & O LLD Zone 2 1,745.00 261 973283011125 M & O LLD Zone 5 1,519.85 261 973283011127 M & O LLD Zone 16A 500.39 261 973283011127 M & O LLD Zone 16B 3,760.00 261 973283011137 M & O LLD Zone 16B 3,760.00 261 973283011138 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1	255 Fund	Police Dept Special Revenues	15,076.60
256 Fund Fire Dept Special Revenues 116.00  261 2124 Prepaid Other 770.00  261 973273011121 Tfr In 100 Gen Fund Zone 1 12.32- 261 973273011122 Tfr In 100 Gen Fund Zone 2 37.20- 261 973273011125 Tfr In 100 Gen Fund Zone 5 18.68- 261 973273011126 Tfr In 100 Gen Fund Zone 16A 1,358.41- 261 973273011127 Tfr In 100 Gen Fund Zone 16A 1,358.41- 261 973273011129 Tfr In 100 Gen Fund Zone 7 74.39- 261 973273011129 Tfr In 100 Gen Fund Zone 9 19.40- 261 973273011131 Tfr In 100 Gen Fund Zone 11 17.87- 261 973273011135 Tfr In 100 Gen Fund Zone 15 68.93- 261 973273011136 Tfr In 100 Gen Fund Zone 16 235.05- 261 973273011137 Tfr In 100 Gen Fund Zone 16 235.05- 261 973273011138 Tfr In 100 Gen Fund Zone 17 1,943.16- 261 973273011139 Tfr In 100 Gen Fund Zone 18 53.39- 261 973273011140 Tfr In 100 Gen Fund Zone 19 50.43- 261 973273011140 Tfr In 100 Gen Fund Zone 20 17.46- 261 973273011142 Tfr In 100 Gen Fund Zone 21 16.65- 261 973273011142 Tfr In 100 Gen Fund Zone 21 1,745.00 261 973283011125 M & O LLD Zone 2 1,745.00 261 973283011126 M & O LLD Zone 16A 500.39 261 973283011127 M & O LLD Zone 16B 3,760.00 261 973283011137 M & O LLD Zone 16B 3,760.00 261 973283011138 M & O LLD Zone 17 1,224.38 261 973283011139 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1	256 55028209	CPR Expenditures	116.00
261 2124       Prepaid Other       770.00         261 973273011121       Tfr In 100 Gen Fund Zone 1       12.32-         261 973273011122       Tfr In 100 Gen Fund Zone 2       37.20-         261 973273011125       Tfr In 100 Gen Fund Zone 5       18.68-         261 973273011126       Tfr In 100 Gen Fund Zone 16A       1,358.41-         261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011142       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011137       M & O LLD Zone 16B       3,760.00	200 Sub Fund	Special Revenue	116.00
261 973273011121       Tfr In 100 Gen Fund Zone 1       12.32-         261 973273011122       Tfr In 100 Gen Fund Zone 2       37.20-         261 973273011125       Tfr In 100 Gen Fund Zone 5       18.68-         261 973273011126       Tfr In 100 Gen Fund Zone 16A       1,358.41-         261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011140       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973283011142       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011137       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17	256 Fund	Fire Dept Special Revenues	116.00
261 973273011122       Tfr In 100 Gen Fund Zone 2       37.20-         261 973273011125       Tfr In 100 Gen Fund Zone 5       18.68-         261 973273011126       Tfr In 100 Gen Fund Zone 16A       1,358.41-         261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011140       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011137       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.3	261 2124	Prepaid Other	770.00
261 973273011125       Tfr In 100 Gen Fund Zone 5       18.68-         261 973273011126       Tfr In 100 Gen Fund Zone 16A       1,358.41-         261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011139       M & O LLD Zone 18       167.03	261 973273011121	Tfr In 100 Gen Fund Zone 1	12.32-
261 973273011126       Tfr In 100 Gen Fund Zone 16A       1,358.41-         261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011140       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011125       M & O LLD Zone 2       1,745.00         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 16B       3,760.00         261 973283011136       M & O LLD Zone 17       1,224.38         261 973283011137       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03	261 973273011122	Tfr In 100 Gen Fund Zone 2	37.20-
261 973273011127       Tfr In 100 Gen Fund Zone 7       74.39-         261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011149       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011125       M & O LLD Zone 2       1,745.00         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 16B       3,760.00         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 18       167.03         261 973283011138       M & O LLD Zone 18       167.03         261 973283011121       Gas & Electric LLD Zone 1       26.41 <td>261 973273011125</td> <td>Tfr In 100 Gen Fund Zone 5</td> <td>18.68-</td>	261 973273011125	Tfr In 100 Gen Fund Zone 5	18.68-
261 973273011129       Tfr In 100 Gen Fund Zone 9       19.40-         261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011125       M & O LLD Zone 2       1,745.00         261 973283011126       M & O LLD Zone 5       1,519.85         261 973283011127       M & O LLD Zone 16A       500.39         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41 <td>261 973273011126</td> <td>Tfr In 100 Gen Fund Zone 16A</td> <td>1,358.41-</td>	261 973273011126	Tfr In 100 Gen Fund Zone 16A	1,358.41-
261 973273011131       Tfr In 100 Gen Fund Zone 11       17.87-         261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973283011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011125       M & O LLD Zone 2       1,745.00         261 973283011126       M & O LLD Zone 5       1,519.85         261 973283011127       M & O LLD Zone 16A       500.39         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011127	Tfr in 100 Gen Fund Zone 7	74.39-
261 973273011135       Tfr In 100 Gen Fund Zone 15       68.93-         261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 16B       3,760.00         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011129	Tfr in 100 Gen Fund Zone 9	19.40-
261 973273011136       Tfr In 100 Gen Fund Zone 16B       235.05-         261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 16B       3,760.00         261 973283011136       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011131	Tfr In 100 Gen Fund Zone 11	17.87-
261 973273011137       Tfr In 100 Gen Fund Zone 17       1,943.16-         261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011135	Tfr In 100 Gen Fund Zone 15	68.93-
261 973273011138       Tfr In 100 Gen Fund Zone 18       53.39-         261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011136	Tfr In 100 Gen Fund Zone 16B	235.05-
261 973273011139       Tfr In 100 Gen Fund Zone 19       50.43-         261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011137	Tfr In 100 Gen Fund Zone 17	1,943.16-
261 973273011140       Tfr In 100 Gen Fund Zone 20       17.46-         261 973273011141       Tfr In 100 Gen Fund Zone 21       16.65-         261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011138	Tfr in 100 Gen Fund Zone 18	53.39-
261 973273011141 Tfr In 100 Gen Fund Zone 21 16.65- 261 973273011142 Tfr In 100 Gen Fund Zone 54 14.28- 261 973283011122 M & O LLD Zone 2 1,745.00 261 973283011125 M & O LLD Zone 5 1,519.85 261 973283011126 M & O LLD Zone 16A 500.39 261 973283011127 M & O LLD Zone 7 1,920.20 261 973283011136 M & O LLD Zone 16B 3,760.00 261 973283011137 M & O LLD Zone 17 1,224.38 261 973283011138 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973273011139	Tfr in 100 Gen Fund Zone 19	50.43-
261 973273011142       Tfr In 100 Gen Fund Zone 54       14.28-         261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011140	Tfr In 100 Gen Fund Zone 20	17.46-
261 973283011122       M & O LLD Zone 2       1,745.00         261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011141	Tfr In 100 Gen Fund Zone 21	16.65-
261 973283011125       M & O LLD Zone 5       1,519.85         261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973273011142	Tfr In 100 Gen Fund Zone 54	14.28-
261 973283011126       M & O LLD Zone 16A       500.39         261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973283011122	M & O LLD Zone 2	1,745.00
261 973283011127       M & O LLD Zone 7       1,920.20         261 973283011136       M & O LLD Zone 16B       3,760.00         261 973283011137       M & O LLD Zone 17       1,224.38         261 973283011138       M & O LLD Zone 18       167.03         261 973283011139       M & O LLD Zone 19       167.03         261 973285011121       Gas & Electric LLD Zone 1       26.41	261 973283011125	M & O LLD Zone 5	1,519.85
261 973283011136 M & O LLD Zone 16B 3,760.00 261 973283011137 M & O LLD Zone 17 1,224.38 261 973283011138 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973283011126	M & O LLD Zone 16A	500.39
261 973283011137 M & O LLD Zone 17 1,224.38 261 973283011138 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973283011127	M & O LLD Zone 7	1,920.20
261 973283011138 M & O LLD Zone 18 167.03 261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973283011136	M & O LLD Zone 16B	3,760.00
261 973283011139 M & O LLD Zone 19 167.03 261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973283011137	M & O LLD Zone 17	1,224.38
261 973285011121 Gas & Electric LLD Zone 1 26.41	261 973283011138	M & O LLD Zone 18	167.03
	261 973283011139	M & O LLD Zone 19	167.03
261 973285011122 Gas & Electric LLD Zone 2 38.62	261 973285011121	Gas & Electric LLD Zone 1	26.41
	261 973285011122	Gas & Electric LLD Zone 2	38.62

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261 973285011125	Gas & Electric LLD Zone 5	52.73
261 973285011126	Gas & Electric LLD Zone 16A	185.66
261 973285011129	Gas & Electric LLD Zone 9	37.93
261 973285011135	Gas & Electric LLD Zone 15	26.28
261 973285011136	Gas & Electric LLD Zone 16B	26.41
261 973285011137	Gas & Electric LLD Zone 17	192.27
261 973285011138	Gas & Electric LLD Zone 18	26.44
261 973285011139	Gas & Electric LLD Zone 19	26.72
261 973285011140	Gas & Electric LLD Zone 20	13.20
261 973285011141	Gas & Electric LLD Zone 21	39.50
261 973285011142	Gas & Electric LLD Zone 54	37.86
261 973285041121	Water LLD Zone 1	20.12
261 973285041122	Water LLD Zone 2	54.70
261 973285041125	Water LLD Zone 5	110.76
261 973285041126	Water LLD Zone 16A	2,030.74
261 973285041129	Water LLD Zone 9	1,407.80
261 973285041132	Water LLD Zone 12	45.58
261 973285041135	Water LLD Zone 15	358.78
261 973285041136	Water LLD Zone 16B	124.20
261 973285041137	Water LLD Zone 17	1,688.58
261 973285041138	Water LLD Zone 18	51.48
261 973285041139	Water LLD Zone 19	163.48
261 973285041140	Water LLD Zone 20	25.72
261 973285041141	Water LLD Zone 21	54.80
261 973285051121	Int Street Lights LLD Zone 1	111.60
261 973285051122	Int Street Lights LLD Zone 2	99.19
261 973285051125	Int Street Lights LLD Zone 5	113.32
261 973285051128	Int Street Lights LLD Zone 8	45.06
261 973285051129	Int Street Lights LLD Zone 9	74.39
261 973285051131	Int Street Lights LLD Zone 11	311.83
261 973285051135	Int Street Lights LLD Zone 15	209.49
261 973285051136	Int Street Lights LLD Zone 16B	671.65
261 973285051137	Int Street Lights LLD Zone 17	1,394.42
261 973285051138	Int Street Lights LLD Zone 18	83.22
261 973285051139	Int Street Lights LLD Zone 19	44.82
261 973285051140	Int Street Lights LLD Zone 20	69.83
261 973285051141	Int Street Lights LLD Zone 21	67.67
261 973285071121	Art Street Lights LLD Zone 1	24.63
261 973285071122	Art Street Lights LLD Zone 2	74.40
261 973285071125	Art Street Lights LLD Zone 5	37.35
261 973285071127	Art Street Lights LLD Zone 7	148.77

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### Distribution Summary

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261	973285071129	Art Street Lights LLD Zone 9	38.79
261	973285071131	Art Street Lights LLD Zone11	35.74
261	973285071135	Art Street Lights LLD Zone15	137.84
261	973285071136	Art Street Lights LLD Zone16	470.08
261	973285071137	Art Street Lights LLD Zone17	781.01
261	973285071138	Art Street Lights LLD Zone18	106.78
261	973285071139	Art Street Lights LLD Zone19	100.85
261	973285071140	Art Street Lights LLD Zone20	34.92
261	973285071141	Art Street Lights LLD Zone21	33.29
261	973285071142	Art Street Lights LLD Zone 54	28.56
261	973286041121	Admin Consulting Svcs Zone 1	44.87
261	973286041122	Admin Consulting Svcs Zone 2	74.81
261	973286041125	Admin Consulting Svcs Zone 5	103.81
261	973286041127	Admin Consulting Svcs Zone 7	50.28
261	973286041128	Admin Consulting Svcs Zone 8	11.49
261	973286041129	Admin Consulting Svcs Zone 9	106.50
261	973286041131	Admin Consulting Svcs Zone 11	36.93
261	973286041132	Admin Consulting Svcs Zone 12	10.73
261	973286041135	Admin Consulting Svcs Zone 15	107.29
261	973286041136	Admin Consulting Svcs Zone 16B	479.63
261	973286041137	Admin Consulting Svcs Zone 17	859.94
261	973286041138	Admin Consulting Svcs Zone 18	53.93
261	973286041139	Admin Consulting Svcs Zone 19	81.57
261	973286041140	Admin Consulting Svcs Zone 20	27.90
261	973286041141	Admin Consulting Svcs Zone 21	45.63
261	973286041142	Admin Consulting Svcs Zone 54	10.91
200	Sub Fund	Special Revenue	22,158.75
261	Fund	Landscape & Lighting Districts	22,158.75
322	65068601	Date Palm Signal Synch Svcs	34,660.00
300	Sub Fund	Capital Projects	34,660.00
322	Fund	Traffic Signalization	34,660.00
331	10078209	TUMF Fees Expenditures	1,837.44
331	35668601	City-wide Signage Svcs	2,252.24
331	70128601	Whitewater Park Svcs	3,660.28
331	70128802	Whitewater Park Improve	272,072.62

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331 86688601	Date Palm N/O I-10 Svcs	371.25
331 89148231	Date Palm WW Bridge Fed Exp	1,726.33
331 89148232	Date Palm WW Bridge SA Exp	55.92
331 89148601	Date Palm WW Bridge Svcs	167.75
331 89198231	Cath Canyon Bridge Fed Exp	725.95
331 89198232	Cath Canyon Bridge SA Exp	23.51
331 89198601	Cath Canyon Bridge Svcs	70.54
300 Sub Fund	Areawide Capital Projects	282,963.83
331 Fund	Areawide Capital Projects	282,963.83
448 9118604	Willdan Consulting Services	988.70
400 Sub Fund	Debt Service	988.70
448 Fund	Assessment District 96-1	988.70
449 9118603	Trustee Fees	2,438.00
449 9118604	Willdan Consulting Services	190.45
400 Sub Fund	Debt Service	2,628.45
449 Fund	Assessment District 01-01	2,628.45
530 9118603	Trustee Fees	2,438.00
530 Sub Fund	Debt Service	2,438.00
530 Fund	Redevelop Obl Retirement Fund	2,438.00
540 9118201	Materials & Supplies	39.84
540 9118326	Equipment Leases - Operating	198.38
540 9118401	Maintenance and Operations	5.41
540 Sub Fund	Capital Projects	243.63
540 Fund	Successor Agency Admin	243.63
541 3114	Miscellaneous Payables	2,830,823.64
541 60178319	IMAX Bldg/Site Common Area	83.52
	<b>5</b>	

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### Distribution Summary

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540	Sub Fund	Capital Projects	2,830,907.16
541	Fund	Successor Agency Other	2,830,907.16
550 (	60138504	Southside Dntn Water	195.52
540	Sub Fund	Capital Projects	195.52
550	Fund	2007 A Series TAB	195.52
551 6	60048654	Pickford Theater Agency Assist	99,826.50
551 (	60058654	CC Downtown Foun Agency Assis	st 34,000.00
540	Sub Fund	Capital Projects	133,826.50
551	Fund	2007 B Series TAB	133,826.50
552 2	2124	Prepaid Expenses	9,245.00
540	Sub Fund	Capital Projects	9,245.00
552	Fund	2007 C Series TAB	9,245.00
561 9	9118655	Relocation Assistance	45,951.00
561 8	38606969	SHARP Revenue	2,328.50
560	Sub Fund	Special Revenue	48,279.50
561	Fund	Successor to Housing Function	48,279.50
611 2	2123	Fuel - Liquid	20,415.67
611 2	2126	Fuel - CNG	2,593.54
600	Sub Fund	Internal Service	23,009.21
611	Fund	Equipment Replacement Fund	23,009.21
6122	2124	Prepaid Expenses	1,345.01
612 1	1228027	Dental Insurance - Active	11,543.50
612 1	1228028	Vision Insurance - Active	2,522.58
612	1228029	Life Insurance	5,892.44

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### Distribution Summary

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612 1228030	Long Term Disability Insurance	2,769.42
612 1228031	Short Term Disability Insuranc	6,169.20
612 1228032	Medical Insurance - Active	197,612.63
612 1228039	Dental Insurance - Retiree	5,069.45
612 1228040	Vision Insurance - Retiree	1,331.83
612 1228041	Medical Insurance - Retiree	90,195.56
612 1228042	Medical Insurance - Retiree	1,033.68
612 1228305	General Claims & Judgments	1,033.50
600 Sub Fund	Internal Service	326,518.80
612 Fund	Insurance Fund	326,518.80
711 1553326	Multi Species Habitat Cons Pln	1,292.00
700 Sub Fund	Trust & Agency	1,292.00
711 Fund	Special Deposits Fund	1,292.00
713 1133	Cash With Fiscal Agent	218,799.22
713 9118604	Willdan Consulting Services	973.74
700 Sub Fund	Trust & Agency	219,772.96
713 Fund	Rio Vista CFD	219,772.96
752 9118604	Willdan Consulting Services	291.02
700 Sub Fund	Trust & Agency	291.02
752 Fund	Assess Dist 03-01 35th Ave	291.02
753 9118604	Willdan Consulting Services	436.92
700 Sub Fund	Trust & Agency	436.92
753 Fund	Assess Dist 04-01 Dream Homes	436.92
754 9118604	Willdan Consulting Services	1,137.84
700 Sub Fund	Trust & Agency	1,137.84

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Distribution Summary

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754 Fund Assess Dist 04-02 Cove Area 1,137.84

Total 8,170,264.70

Summary

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Total Manual Check \* 0.00

Total Prepaid Check \* 0.00

Total system Check \* 8,170,264.70

Total 8,170,264.70

JOHN AGUILAR ZERO BALANCE ON CREDIT CARD - NO STATEMENT

STAN HENRY CREDIT CARD NOT ISSUED



Page 1 of 3

Prepared For	CITY OF CATHEDRAL CITY GREGORY S PETTIS
Account Number	-
Statement Closing Date	05/18/15
Days in Billing Cycle	32
Next Statement Date	06/16/15
Credit Line	-
Available Credit	

For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions:

WF Business Direct PO Box 348750 Sacramento, CA 95834

Payments:

Payment Remittance Center PO Box 54349 Los Angeles, CA 90054-0349

**Payment Information** 

New Balance	\$1,758.75
Current Payment Due	\$35.00
Current Payment Due Date	06/08/15

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

**Account Summary** 

Previous Balance		\$2,238.74
Credits	. •	\$15.60
Payments	-	\$2,223.14
Purchases & Other Charges	+	\$1,758.75
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,758.75

MAY 27 2015

### **Rate Information**

Your rate may vary according to the terms of your agreement.

rodi rate may vary according to the terms of your agreement.						
TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY ' FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.240%	.01983%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

### Important Information

\$0 - \$1,758.75 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 06/08/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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PAGE 1 of 3

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### Pettis

Tran	sactio	on Details			
Trans	Post	Reference Number	Description .	Credits	Charges
04/21	04/21	55429503FHHN9M3H4	UBER 8665761039 CA		13.20
04/22	04/22	05410193H2LL2K28L	DC TAXI J713 LONG ISLAND NY		19.31
04/22	04/22	55429503G93G8V94R	CURB ALEXANDRIA VA		9.39
04/23	04/23	25536063J2YZX9FNE	DC VIP CAB WASHINGTON DC		34.72
04/24	04/24	05410193J2L4B2T3M	DC TAXI K733 LONG ISLAND NY		18.73
04/24	04/24	55432863J00PTL9MK	UBER TECHNOLOGIES INC 866-576-1039 CA		5.00
04/24	04/24.	55310203K5SP0LDLE	PALM SPRINGS AIRPORT PALM SPRINGS CA		48.00
04/24	04/24	85138503LS66D5Y93	ST GREGORY HOTEL & SUI WASHINGTON DC		37.07
		CHECK-IN 04/24/15	FOLIO #20067		
04/25	04/25	55432863L0001MDNY	UNITED 01624473654016 800-932-2732 TX		386.20
			PETTIS/GREGORYSMR		
		05/28/15 1	LOS ANGELES HOUSTON		
		05/28/15 2	HOUSTON PHILADELPHIA		
		05/31/15 3	PHILADELPHIA SAN FRANCISCO		
		05/31/15 4	SAN FRANCISCO LO		
04/27	04/27	55480773MHGTSHA2W	SUPERSHUTTLE EXECUCARS 08002583826 CA		31.20
04/28	04/28	55480773P5SN3PTKH	AMBROSIA CAFE & CATERI SACRAMENTO CA		12.31
04/29	04/29	55480773PHGS7F5H9	SUPERSHUTTLE EXECUCARS 08002583826 CA	15.60	
04/29	04/29	55480773PHGS7F5K2	SUPERSHUTTLE EXECUCARS 08002583826 CA		15.60
04/30	04/30	55432863R00HH0Z8A	UBER TECHNOLOGIES INC 866-576-1039 CA		5.50
05/01	05/01	55432863T002JYTWF	UBER TECHNOLOGIES INC 866-576-1039 CA		4.00
05/01	05/01	55432863T002JZHWN	UBER TECHNOLOGIES INC 866-576-1039 CA		4.00
05/02	05/02	55457023V0FFTA3ZJ	PARK N FLY - ONTARIOPS ONTARIO CA		51.25
05/02	05/02	55436873V4ZF8RBP3	WESTIN ST. FRANCIS SAN FRANCISCO CA		595,88
		CHECK-IN 04/30/15	FOLIO #02515636		
05/03	05/03	55432733VJNDE7DF6	DOLLAR RAC SMF SACRAMENTO CA	•	218.73
		#SA3613956	RTRN CTY SAN FRANCISCO APO		_,,,,,
05/03	05/03	55499673WKE7LYQ6Z	AMTRAK . 1230687074296 08008727245 DC		19.00
			PETTIS/GREGORY		,,,,,
		05/09/15 1	PALM SPRINGS FULLERTON		
05/06	05/06	55480773YHGVSB02J	SUPERSHUTTLE EXECUCARL 08002583826 CA		20.06
05/07	05/07	F8891003Z00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	2,223.14	20.00
05/09	05/09	55541864203V2MKZ7	MARRIOTT 337E4 DESERT PALM DESERT CA	-,	41.94
		CHECK-IN 05/06/15	FOLIO #6615		-,,,,,,,
05/10	05/10	5543687434ZHK4M0N	SHERATON LOS ANGELES CA		159.66
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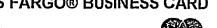
### **Wells Fargo News**

### Wells Fargo Works for Small Business

The Wells Fargo Works website offers free access to business information and advice through videos, articles, and other small business resources. The site offers objective information from industry experts, real business owners, and numerous Wells Fargo solutions that can help you run your business. Learn more about Wells Fargo Works at wellsfargoworks.com.

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Page 1 of 3

Prepared For	CITY OF CATHEDRAL CITY MARK CARNEVALE
Account Number	
Statement Closing Date	05/18/15
Days in Billing Cycle	32
Next Statement Date	06/16/15
O 17.11	
Credit Line	-

For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions:

WF Business Direct PO Box 348750 Sacramento, CA 95834

Payments:

Payment Remittance Center PO Box 54349 Los Angeles, CA 90054-0349

**Payment Information** 

**Available Credit** 

New Balance	\$0.00
Current Payment Due	\$0.00
Current Payment Due Date	06/08/15

**Account Summary** 

Previous Balance		\$580.00
Credits	-	\$0.00
Payments	-	\$580.00
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

MAY 2 7 2015

### **Rate Information**

Your rate may vary according to the terms of your agreement.

	ANNUAL	DALLY	AVEDIGE		I <del></del>	
TYPE OF BALANCE	INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.240%	.01983%	\$0.00	\$0,00	\$0.00	\$0.00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0,00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details		n Details			
Trans	Post	Reference Number	Description	Credits	Charges
05/07	05/07	F8891003Z00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	580,00	

See reverse side for important information.

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PAGE 1 of 3

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Page 1 of 3

Prepared For	CITY OF CATHEDRAL CITY SHELLEY KAPLAN
Account Number	
Statement Closing Date	05/18/15
Days in Billing Cycle	. 32
Next Statement Date	. 06/16/15
	00110110
Credit Line	

For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions:

WF Business Direct PO Box 348750 Sacramento, CA 95834

Payments:

Payment Remittance Center PO Box 54349 Los Angeles, CA 90054-0349

**Payment Information** 

Available Credit

New Balance	\$0.00
Current Payment Due	\$0.00
Current Payment Due Date	06/08/15

**Account Summary** 

Previous Balance		\$165.00
Credits	-	\$0.00
Payments	-	\$165.00
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance		\$0.00

MAY 2 7 2015

### **Rate Information**

Your rate may vary according to the terms of your agreement,

The state of the s	no or your a	groomont.				
TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.240%	.01983%	\$0.00	\$0,00	\$0.00	\$0,00
CASH ADVANCES	23.990%	.06572%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

iransactio	n Details		
Trans Post	Reference Number	Description	

Credits

Charges

05/07 05/07 F8891003Z00CHGDDA

**AUTOMATIC PAYMENT - THANK YOU** 

165.00

See reverse side for important information.

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PAGE 1 of 3

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### **Cathedral City**

### **Agenda Report**

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

**City Council Minutes of June 10, 2015** 

FROM:

Tracey Martinez, Deputy City Clerk

**RECOMMENDATION:** 

Approve the City Council Minutes of June 10, 2015

**ATTACHMENT:** 

Minutes of June 10, 2015



## CITY COUNCIL STUDY SESSION MINUTES

CITY COUNCIL CHAMBERS

68-700 AVENIDA LALO GUERRERO

CATHEDRAL CITY, CA 92234

Wednesday, June 10, 2015

STUDY SESSION

4:30 PM

#### CALL TO ORDER

Mayor Stan Henry opened the June 10, 2015 Study Session Meeting at 4:30 p.m.

### ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

**Present** 4 - Mayor Stan Henry, Council Member Shelley Kaplan, Council Member Mark Carnevale, and Council Member John Aquilar

Excused 1 - Mayor Pro Tem Gregory S. Pettis

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to excuse the absence of Mayor Pro Tem Pettis from the Study Session Meeting. The motion was approved by the following vote:

Aye:

 4 - Mayor Henry, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Excused:

1 - Mayor Pro Tem Pettis

### AGENDA FINALIZATION

Mayor Stan Henry stated that he would like to move items 3D. and 3F. to the regular meeting when Mayor Pro Tem Greg Pettis is in attendance.

#### **PUBLIC COMMENTS**

Allen Worthy, was called to speak. He stated that he is working on getting the copyright for one of Ginger Rogers' movies and his intention to move forward with a Ginger Rogers theater.

### STUDY SESSION

### A. <u>2015-230</u> Presentation on Water Conservation Requirements

Representatives from the Coachella Valley Water District (CVWD) and the Desert Water Agency (DWA) gave a presentation on the new State of California water conservation requirements and how it affects Cathedral City. Both agencies gave an overview on the programs and requirements that they are implementing to meet the State requirements.

### B. 2015-229 CV Link Update

Tom Kirk, Executive Director of Coachella Valley Association of Governments (CVAG), presented an update on CV Link to the Council and members of the community.

Cathedral City Page 1

### C. <u>2015-222</u> Review of Cathedral City Municipal Code 8.50, "Sewer Connections".

Pat Milos, Community Development Director, gave an overview of Municipal Code Section 8.50 "Sewer Connections".

Herbert Burstein, Cathedral City, was called to speak. He requested clarification with regard to the Ordinance and the two conditions that require a property owner to connect to sewer. He stated that his property only meets one of the conditions and questioned if he has to meet both conditions in order to be required to connect to sewer.

Charles Green, City Attorney, responded that based on the code they only have to meet one, not both, of the conditions to be required to connect to the sewer.

Mayor Stan Henry, suggested that Mr. Burstein communicate with his neighbor to see if they will be willing to share some costs.

### E. <u>2015-152</u> Red Light Safety Camera Program Update

Captain Chuck Robinson, presented the Council with an update on the Red Light Safety Camera Program.

Mayor Stan Henry temporarily adjourned the Study Session Meeting at 6:25 p.m.

Mayor Stan Henry reconvened the Study Session Meeting at 7:15 p.m. Mayor Pro Tem Pettis participated in the remaining discussion on the Study Session Agenda.

### D. <u>2015-226</u> Medical Marijuana Cultivation Facilities

The City Council directed staff to bring an Ordinance regarding medical marijuana cultivation facilities to the Council for consideration at the first meeting in September of 2015. They also requested that Staff provide an update on the application process for medical marijuana dispensaries at the next Council Meeting.

### F. <u>2015-198</u> City Charter Election Discussion

It was the consensus of the City Council to establish a sub-committee to dicuss items to include in a potential City Charter. The Sub-committee will be Mayor Pro Tem Greg Pettis and Council Member Shelley Kaplan. Council directed staff to see what the cost would be for an all mail ballot for a question on whether or not to continue having a directly elected Mayor in 2015.

### **CLOSED SESSION**

### **ADJOURN**

Mayor Stan Henry adjourned the Study Session at 7:53 p.m.			
STANLEY E. HENRY, Mayor			
ATTEST:			
GARY F. HOWELL, City Clerk			

Cathedral City Page 2



# CITY COUNCIL MINUTES

CITY COUNCIL CHAMBERS

68-700 AVENIDA LALO GUERRERO

CATHEDRAL CITY, CA 92234

Wednesday, June 10, 2015

REGULAR MEETING

6:30 PM

#### CALL TO ORDER

Mayor Henry opened the Regular City Council Meeting of June 10, 2015 at 6:35 p.m.

### PLEDGE OF ALLEGIANCE

Council Member Shelley Kaplan led the Pledge of Allegiance.

### INVOCATION (MOMENT OF REFLECTION)

Council Member Mark Carnevale offered the invocation.

#### ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

**Present:** 5 - Mayor Stan Henry, Mayor Pro Tem Gregory S. Pettis, Council Member Shelley Kaplan, Council Member Mark Carnevale, and Council Member John Aguilar

#### AGENDA FINALIZATION

Council Member John Aguilar requested to pull item 3C. for discussion.

### 1. SPECIAL PRESENTATIONS

#### 2. PUBLIC COMMENTS

Nikohl Vandel, Desert Hot Springs, was called to speak. She questioned who the friends are of CVLink. She feels that until we get back to clear communication there will be confusion and chaos.

Allen Worthy, was called to speak. He stated that he is moving forward with trying to open a theater in Cathedral City.

Charles Green, City Attorney, announced that there have been some complaints with the approval process of opening medical marijuana dispensaries in Cathedral City. He reminded the public that when it was brought before the Council to allow dispensaries in Cathedral City, he indicated that there would undoubtedly be litigation involved. Litigation has indeed happened. To this point the City has been sued twice. The first case was based upon an inadequate floor plan and the court supported the City's action. The second case was much more troubling. The Court finally held the hearing on the second case and ruled completely in favor of the City. One of the reasons the City has been moving slowly was due to a preliminary injunction that was filed with the second case. Staff will now be able to move forward with the process.

### 3. CONSENT AGENDA

A Motion was made by Council Member Aguilar, seconded by Council Member Kaplan, to approve the

Consent Agenda with the removal of Item 3C. The motion carried by the following vote:

Ave:

 Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

### 3.A. 2015-221 Receive and file Payment of Claims and Demands

Enactment No: M.O. 6399

### 3.B. 2015-224 Council Policy on Residency Requirement for City Boards and Commissions

Enactment No: Reso 2015-28

### 3.C. <u>2015-228</u> Boards, Commissions and Committee Appointments

This item was removed from the Consent Agenda for discussion and separate vote for each Commission, Board and Committee.

Stephen Vericker, Cathedral City, was called to speak. He encouraged the City Council to reappoint Pam Price to the Public Arts Commission. She has been a good asset to the Commission. He believes that the Public Arts Commission needs to represent the entire community and be diverse geographically.

Enactment No: M.O. 6400

A motion was made by Council Member Carnevale, seconded by Council Member Kaplan, to appoint John Haag to the Palm Springs International Airport Commission with a term continuing to June 30, 2018. The motion carried by the following vote:

Aye: 4 - Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Nay: 1 - Mayor Henry

A motion was made by Council Member Carnevale, seconded by Council Member Kaplan, to appoint Tyrone Pearson and Jared Seeba to the Finance Advisory Committee each with a term continuing to June 30, 2018. The motion carried by the following vote:

Aye: 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

A motion was made by Council Member Kaplan, seconded by Mayor Pro Tem Pettis, to appoint Diane Hines, Ariana Menon, Karen Panico-Willis, Valerie Schechter and Johnny Huynh-Simmonds to the Parks and Community Events Commission each with a term continuing to June 30, 2018. The motion carried by the following vote:

Aye: 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

A motion was made by Council Member Kaplan, seconded by Mayor Pro Tem Pettis, to appoint Denise Rodriguez-Bowman, Simeon Den, Tim Parott, Sue Townsley and Pam Price to the Public Arts Commission each with a term continuing to June 30, 2018. The motion carried by the following vote:

Aye: 3 - Mayor Pro Tem Pettis, Council Member Kaplan, and Council Member Carnevale

Nay: 2 - Mayor Henry, and Council Member Aguilar

A motion was made by Mayor Pro Tem Pettis, seconded by Council Member Kaplan, to appoint

John Rivera, Ana Rodriguez, Barry Jaques and Robin Johnson to the Planning Commission each with a term continuing to June 30, 2018. The motion carried by the following vote:

Ave:

 Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

A motion was made by Mayor Pro Tem Pettis, seconded by Council Member Kaplan, to appoint Ralph Hitchcook, Al Jimenez and Donna Lawton to the Board of Appeals each with a term continuing to June 30, 2018. The motion carried by the following vote:

Aye:

- 5 Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar
- 3.D. <u>2015-199</u> Establishing Annual Special Tax for Fiscal Year 2015-2016 (Rio Vista Village)

Enactment No: Reso 2015-29

3.E. 2015-211 Supporting Resolutions for the FY 2015-16 and 2016-17 Operating Budgets

Enactment No: Reso 2015-30/Reso 2015-31/Reso SA-2015-01/Reso PFA-2015-01

3.F. 2015-217 Regular meeting schedule for the Cathedral City Public Finance Authority

Enactment No: Reso PFA-2015-02

#### 4. PUBLIC HEARINGS

### 4.A. 2015-200 Annual Renewal of the Lighting & Landscaping District Budget

Tami Scott, Administrative Services Director, presented the Staff Report.

Mayor Henry opened the Public Hearing for comments, there being none, he closed the Public Hearing and returned discussion to the City Council.

A motion was made by Council Member Aguilar, seconded by Council Member Kaplan, to adopt a resolution approving the final engineer's report and a resolution ordering the levy and collection of annual assessments for the sixteen (16) existing benefit zones to enable the annual renewal of the Lighting and Landscaping District Budget for FY 2015-16. The motion carried by the following vote:

Aye: 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Enactment No: Reso 2015-32/Reso 2015-33

### 5. LEGISLATIVE ACTIONS

### 5.A. 2015-213 Riverside County Field and Shelter Services Contract for one (1) year, FY 2015/16

A motion was made by Council Member Kaplan, seconded by Council Member Carnevale, to authorize the Police Department to enter into a one year contract with Riverside County Health Agency to continue with Field and Shelter Services provided by the Department of Animal Services. The motion carried by the following vote:

Aye:

 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Enactment No: M.O. 6401

### 5.B. 2015-212 Ordinance Regulating Single Use Carryout Plastic Bags.

A motion was made by Council Member Aguilar, seconded by Council Member Kaplan, to approve the first reading of an Ordinance regulating single use carryout plastic bags. The motion carried by the following vote:

Aye:

 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Enactment No: M.O. 6402

### 5.C. <u>2015-214</u> Ordinance Regarding Massage Establishments.

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to approve the first reading of an Ordinance amending Chapter 5.33, "Massage Therapy Permits" of Title 5, "Business Regulations" of the Cathedral City Municipal Code. The motion carried by the following vote:

Aye:

5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aquilar

Enactment No: M.O. 6403

### 5.D. <u>2015-216</u> Proposed Ordinance Regarding Trespass.

A motion was made by Council Member Kaplan, seconded by Council Member Carnevale, to approve the first reading of an Ordinance amending Section 11.08.080, "Trespass" of Chapter 1.08, "Disorderly Conduct" of the Cathedral City Municipal Code. The motion carried by the following vote:

Aye:

5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Enactment No: M.O. 6404

### 5.E. 2015-218 Special Use Permit - High Fitness Exercise Demonstration

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to approve Special Use Permit #15-014 allowing them to begin at 8:00 a.m. instead of 9:00 a.m. The motion carried by the following vote:

Aye:

 5 - Mayor Henry, Mayor Pro Tem Pettis, Council Member Kaplan, Council Member Carnevale, and Council Member Aguilar

Enactment No: M.O. 6405

Mayor Stan Henry temporarily adjourned the City Council Meeting at 7:15 p.m.

Mayor Stan Henry reconvened the City Council Meeting at 7:53 p.m.

### 6. COUNCIL REPORTS

There were no Council Reports.

### 7. CLOSED SESSION

The City Council adjourned to Closed Session at 7:54 p.m.

### 7.A. 2015-231 CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8

Property Location: The property located in the general vicinity of Date Palm

Drive and Perez Road

Property Owners: City of Cathedral City

Negotiating Parties: City of Cathedral City and Coachella Valley

Association of Governments

### 7.B. <u>2015-235</u> CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8

Property Location: Parcel 5 of Parcel Map No. 36428 located East, South, Southwest and West of Margot Murphy Place.

Negotiating Parties: City of Cathedral City as Successor Agency to the Former Redevelopment and M&M Property Company, LLC.

Property Owners: City of Cathedral City as Successor Agency to the former Redevelopment Agency

The City Council reconvened at 8:45 p.m.

City Attorney Charles Green announced that the City Council met in Closed Session and there were no reportable actions taken.

### **ADJOURN**

Mayor Stan Henry adjourned the City Council meeting at 8:45 p.m.			
STANLEY E. HENRY, Mayor			
ATTEST:			
CARVE HOWELL City Clork			
GARY F. HOWELL, City Clerk			



### Cathedral City

### **Agenda Report**

File #: 2015-175 Item No: 3.C.

City Council

**MEETING DATE: 7/22/2015** 

### TITLE:

Resolution for Paying & Reporting the Value of Employer Paid Member Contributions ("EPMC") with all Costs Paid by the members of the Cathedral City Fire Management.

### FROM:

Tami E. Scott, Administrative Services Director

### **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution for paying and reporting the value of Employer Paid Member Contributions via a cost sharing arrangement between the City and "Classic" members of the Cathedral City Fire Management Association. The City would pay and report the value of 7% normal member contribution, otherwise known as EPMC, and for the member/employee to cost share an additional 12% towards the employer costs.

### **BACKGROUND:**

Adopting the current resolution is one step in the CalPERS process whereby Council has to formally adopt this resolution to pay and report the member contribution. There will also be a resolution amending the City's contract with CalPERS and the City's Ordinance.

This benefit shall apply to all Classic employees of the Cathedral City Fire Management Association.

This benefit shall consist of paying 7% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c) (4)} as additional compensation.

The effective date of this Resolution shall be September 13, 2015.

### **DISCUSSION:**

For over 20 years, a benefit provided to certain labor groups was that of the City paying the employee's (Member) CalPERS contribution and reporting such contribution as earnings. During the time of fiscal emergency, the employees gave up this benefit and contributed their own member

File #: 2015-175 Item No: 3.C.

contribution. During contract negotiations with Police Management last summer and fall, much discussion took place about the restoration of this benefit at a cost to the employee, not a cost to the City. Recent discussions with Cathedral City Fire Management ("CCFMA") have concluded the same. This resulted in a commitment by the City to investigate this possibility with CalPERS. After discussions with CalPERS, it has been determined that this is possible and available to CalPERS "Classic" members, on a pre-tax basis to the employee. CalPERS has completed contract amendments with other member organizations that accomplish the same by agreeing to a cost sharing arrangement with the employee ("member"). This is accomplished by the following: the City will agree to pay and report 7% member contribution for CalPERS "classic" members of CCFMA.

This is a benefit the members gave up and the City committed to restore if there was no cost to the City. The members impacted are those employees designated as CalPERS "Classic" members. In Cathedral City's case, all 11 members of CCFMA are CalPERS "Classic" employees. It is estimated the affected employees will be retired in the next 5 to 20 years.

### **FISCAL IMPACT:**

Although the members of each group are paying the City's cost and a premium, essentially reducing today's CalPERS cost to the City, the future rates imposed on the City by CalPERS can vary strictly due to CalPERS investing strategies and resulting asset valuations. The employees are covering 100% of today's costs while mitigating the impact of potential future costs to the city.

### ATTACHMENTS:

Resolution

# RESOLUTION NO.\_\_\_\_\_ FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

- WHEREAS, the governing body of the City of Cathedral City has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;
- WHEREAS, the governing body of the City of Cathedral City has a written labor policy, agreement or resolution which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;
- WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Cathedral City of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);
- WHEREAS, the governing body of the City of Cathedral City has identified the following conditions for the purpose of its election to pay EPMC;
  - This benefit shall apply to all Classic employees in the Cathedral City Fire Management Association; and,
  - This benefit shall consist of paying 7% (Percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.
  - The effective date of this Resolution shall be September 13, 2015.
- NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Cathedral City elects to pay and report the value of EPMC, as set forth above.

Dĭ	
(Name of Official)	
(Title of Official)	



### Cathedral City

### **Agenda Report**

File #: 2015-176 Item No: 3.D.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

Resolution of Intention for a Contract Amendment between CalPERS and the City of Cathedral City

FROM:

Tami E. Scott, Administrative Services Director

#### RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution of Intention to amend the City's retirement contract with CalPERS, which will allow increasing designated employees' CalPERS Member contribution through a cost sharing arrangement.

### **BACKGROUND:**

The amendment allows for increasing the member/employee contribution of all Classic employees in the Cathedral City Fire Management Association ("CCPMA"). The increased Member contribution will provide for restoration of the Employer Paid Member Contribution (EPMC) at no cost to the City. This Resolution of Intention represents the next step required by CalPERS to implement a cost sharing arrangement to accomplish this purpose.

### **DISCUSSION:**

For over 20 years, a benefit provided to certain employee groups was that of the City paying the employee's (Member) CalPERS contribution and reporting such contribution as earnings. During the time of fiscal emergency, the employees gave up this benefit and contributed their own member contribution. Successor negotiations with Police Management in late 2014 resulted in the City investigating with CalPERS the possibility of restoring this benefit on a pre-tax cost basis to the employee, with no cost to the City.

The attached Resolution of Intention represents the next step required to implement a cost sharing arrangement that will provide for restoration of the EPMC for CCFMA employees at no cost to the City. Specifically, CalPERS "Classic" members of CCFMA will increase their member contribution in order to restore a 7% EPMC at no cost to the City.

File #: 2015-176 Item No: 3.D.

In addition to adopting the attached Resolution of Intention, an Ordinance is being presented as the next step in amending the City's contract with CalPERS. The resulting amendment becomes effective September 13, 2015.

### FISCAL IMPACT:

Although the members of each group are paying the City's cost and a premium, essentially reducing today's CalPERS cost to the City, the future rates imposed on the City by CalPERS can vary due to CalPERS investing strategies and resulting asset valuations. The employees are covering 100% of today's costs while mitigating the impact of potential future costs to the city.

### ATTACHMENTS:

Resolution of Intention

# RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE

### BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

#### AND THE

### CITY COUNCIL CITY OF CATHEDRAL CITY

- WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and
- WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and
- WHEREAS, the following is a statement of the proposed change:

Section 20516 (Employees Sharing Additional Cost) of 12% for classic local fire members in the Cathedral City Fire Management Association.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

Ву	:Presiding Officer
	Title

Date adopted and approved



### Cathedral City

### **Agenda Report**

File #: 2015-201 Item No: 3.E.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Resolution of Intention to Establish Improvement Area No. 9 - CFD NO. 2006-1

### FROM:

Tami Scott, Administrative Services Director

### **RECOMMENDATION:**

Staff recommends the City Council adopt a Resolution of Intention to Establish Improvement Area No. 9 - CFD NO. 2006-1

### **BACKGROUND:**

The City Council formed a Community Facilities District (CFD 2006-1) for the purpose of paying for additional law enforcement, fire, paramedic, park maintenance and general services within areas of new development. CFD 2006-1 provides a secure source of funding for the services described above that may not be taken away by Sacramento in the case of State budget cuts. A study was completed by David Taussig & Associates, Inc. in order to determine appropriate annual special tax rates that mitigate the fiscal impact on the General Fund for the services proposed to be provided. This report was previously presented and accepted by Council in September 2006.

### **DISCUSSION:**

New developments, with more than four equivalent dwelling units, are conditioned to join the CFD through an annexation process. The annexations are processed in a timely manner as new developments go through the approval processes. Within CFD 2006-1, it is proposed that a new Improvement Area (No. 9) will be formed in connection with the Desert Bloom Villas development project. The rates for Fiscal Year 2015-2016 have been set at 612.16 for a single family residential unit. This Special Tax increases (but does not decrease) by the percentage change in the Consumer Price Index, not to exceed three percent (3%) per Fiscal Year.

The property owner of the parcels shown on the map attached to the Resolution has filed a petition requesting to form an improvement area within the existing CFD and waiving the notice and the time

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periods for the election as permitted by the Mello Roos Community Facilities Act of 1982. Future developments will also annex into this CFD; however, the special tax rates will be reconsidered for any annexed area and if necessary, the rates may be increased.

This Resolution will commence the formation process for the property described on the map described in the Resolution. This Resolution will set a public hearing for August 26, 2015 regarding the proposed formation. An election will be held following the public hearing. At that time, the landowners within Improvement Area No. 9 of the CFD will vote on the levy of special taxes on their property by the CFD.

### **FISCAL IMPACT:**

Starting in Fiscal Year 2016-2017, the special levy may generate annual revenue of \$58,767 adjusted by the FY 16 Consumer Price Index (not to exceed 3%).

### **ATTACHMENTS:**

CFD 2006-1, Improvement Area #9, Resolution of Intention CFD 2006-1, Improvement Area #9, Petition (including Consent and Waiver)

### RESOLUTION NO. \_\_\_\_

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY TO ESTABLISH IMPROVEMENT AREA NO. 9 OF THE CITY OF CATHEDRAL CITY COMMUNITY FACILITIES DISTRICT NO. 2006-1 (LAW ENFORCEMENT, FIRE, PARAMEDIC AND PARK MAINTENANCE SERVICES) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREA

WHEREAS, the City Council (the "Council") of the City of Cathedral City (the "City") has received a petition (including consent and waiver) (the "Petition") requesting the institution of proceedings for formation of a community facilities district (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the "Act"); and

**WHEREAS**, the Council has determined that the Petition complies with the requirements of Section 53318(b) of the Act and now intends to form the CFD; and

WHEREAS, the Council intends to finance (1) police protection services, (2) fire protection/paramedic services, and (3) park maintenance services that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory proposed to be included in the CFD through the formation of the CFD subject to the levy of a special tax to pay for such services, being approved at an election to be held within the boundaries of the CFD; and

**WHEREAS**, the Council intends to provide for the annexation in the future of territory (the "Future Annexation Area") to the CFD pursuant to the terms and provisions of the Act,

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Council hereby determines to institute proceedings for the formation of a community facilities district under the terms of the Act. The exterior boundaries of the community facilities district are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled "Proposed Boundaries of Improvement Area No. 9 of Community Facilities District No. 2006-1 of the City of Cathedral City," which map indicates by a boundary line the extent of the territory included in the proposed community facilities district and shall govern for all details as to the extent of the CFD. On the original and one copy of the map of such CFD on file in the City Clerk's office, the City Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The City Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the City Clerk shall file a copy of such map so endorsed in the records of the County Recorder, County of Riverside, State of California.

**Section 2.** The Future Annexation Area, which area is to be subject to a special tax to be levied, shall be comprised of undeveloped parcels within the boundaries of the City, other

than those parcels already within the boundaries of the proposed CFD, that require a discretionary approval for development, which are developed for non-retail commercial purposes, and such other parcels as may be added upon the petition of the property owners thereof. Such Future Annexation Area may be annexed only with the unanimous approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed.

- **Section 3.** The name of the proposed community facilities district shall be "Improvement Area No. 9 of the City of Cathedral City Community Facilities District No. 2006-1 (Law Enforcement, Fire, Paramedic and Park Maintenance Services)."
- Section 4. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax (the "Special Tax") sufficient to finance a portion of the cost of providing law enforcement, fire and paramedic services that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory proposed to be included in the CFD, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax, including any foreclosure proceedings, legal, fiscal, and financial consultant fees, election costs, and all other administrative costs of the tax levy. The Special Tax will be secured by recordation of a continuing lien against all real property in the proposed CFD. The schedule of the rate and method of apportionment and manner of collection of the Special Tax is described in detail in Exhibit "A" attached hereto and by this reference incorporated herein.

The Special Tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act.

The schedule of the rate and method of apportionment of special taxes with respect to any Future Annexation Area may be different than the rate and method of apportionment of special taxes with respect to the CFD.

- **Section 5.** A public hearing (the "Hearing") on the establishment of the CFD and the proposed rate and method of apportionment of the Special Tax shall be held on August 26, 2015, at 6:30 o'clock p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Cathedral City, 68700 Avenida Lalo Guerrero, Cathedral City, Califonria 92234.
- **Section 6.** At the time and place set forth above for the hearing, any interested person, including all persons owning lands or registered to vote within the proposed CFD, may appear and be heard.
- **Section 7.** Each City officer who is or will be responsible for the CFD, if it is established, is hereby directed to study the proposed CFD and, at or before the time of the above-mentioned Hearing, file a report with the City Council, and which is to be made a part of the record of the Hearing, containing a brief description of the CFD and his or her estimate of the cost of providing additional law enforcement, fire and paramedic services within the boundary of the CFD. The City Manager is directed to estimate the fair and reasonable cost of all incidental expenses, including all costs associated with the creation of the CFD, determination of the

amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the CFD.

Section 8. The City may accept advances of funds from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred by the City in creating the CFD. The City may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the CFD.

**Section 9.** The City Clerk is hereby directed to publish a notice ("Notice") of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed CFD. Such Notice shall contain the text of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed CFD as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least 7 days prior to the date of the Hearing.

**Section 10.** The voting procedure with respect to the establishment of the CFD and the imposition of the special tax shall be by hand delivered or mailed ballot election.

<b>PASSED, APPROVED</b> 2015, by the following vote:	AND ADOPTED	this day	of,
AYES:			
NOES:			
ABSET:			
ABSTAIN:			
	Mayor		
ATTEST:			
City Clerk			

### **EXHIBIT A**

### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

# RATE AND METHOD OF APPORTIONMENT FOR IMPROVEMENT AREA NO. 9 OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (DESERT BLOOM) OF THE CITY OF CATHEDRAL CITY

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Improvement Area No. 9 ("IA No. 9") of Community Facilities District No. 2006-1 of the City of Cathedral City ("CFD No. 2006-1") and collected each Fiscal Year commencing in Fiscal Year 2015-2016, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property" as described below. All of the real property in IA No. 9, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of IA No. 9: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs to the City, IA No. 9 or any designee thereof of complying with City or IA No. 9 disclosure requirements; the costs associated with responding to public inquiries regarding the Special Taxes; the costs of the City, IA No. 9 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or IA No. 9 for any other administrative purposes of IA No. 9, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for the annual administration of IA No. 9 as provided herein.

"CFD No. 2006-1" means Community Facilities District No. 2006-1 of the City.

"City" means the City of Cathedral City.

- "Consumer Price Index" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Urban Consumers" in the Los Angeles Anaheim Riverside Area, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the City of Los Angeles.
- "Council" means the City Council of the City, acting as the legislative body of CFD No. 2006-1.
- "County" means the County of Riverside.
- "Developed Property" means, for each Fiscal Year, all Taxable Property for which a building permit for new construction was issued after March 1, 2015 and prior to May 1 of the previous Fiscal Year.
- "Fiscal Year" means the period starting July 1 and ending on the following June 30.
- "Floor Area" for any Non-Residential Property means the total square footage of the building(s) located on such property, measured from outside wall to outside wall, exclusive of overhangs, porches, patios, carports, or similar spaces attached to the building but generally open on at least two sides. The determination of Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel.
- "Improvement Area No. 9" means Improvement Area No. 9 of CFD No. 2006-1 (Desert Bloom), as identified on the boundary map for CFD No. 2006-1.
- "Land Use Class" means any of the classes listed in Table 1.
- "Maximum Special Tax" means the Maximum Special Tax, determined in accordance with Section C.1 below, which can be levied in any Fiscal Year on any Assessor's Parcel.
- "Non-Residential Property" means all Assessor's Parcels for which a building permit(s) was issued for a non-residential use.
- "Non-Retail Commercial/Industrial Property" means all Assessor's Parcels of Developed Property that are considered Non-Residential Property and that are <u>not</u> Retail Commercial Property.
- "Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of IA No. 9 that was owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, as of January 1 of the previous Fiscal Year.
- "Public Property" means, for each Fiscal Year, (i) any property within the boundaries of IA No. 9 that was owned by or irrevocably offered for dedication to the federal government, the State, the City or any other public agency as of January 1 of the previous Fiscal Year;

provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of IA No. 9 that was encumbered, as of January 1 of the previous Fiscal Year, by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator. However, if the land use of an Assessor's Parcel changes and such Assessor's Parcel no longer generates retail sales tax, such Assessor's Parcel shall no longer be considered Retail Commercial Property and shall be classified and taxed according to its use, as determined by the CFD Administrator.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of IA No. 9 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property.

#### B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within IA No. 9 shall be classified as Developed Property or Undeveloped Property and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Section C. Residential Property shall be assigned to Land Use Class 1. Non-Retail Commercial/Industrial Property shall be assigned to Land Use Class 2.

#### C. MAXIMUM SPECIAL TAX

#### 1. Developed Property

#### a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2015-2016 for each Land Use Class is shown below in Table 1.

#### TABLE 1

#### Maximum Special Tax for Developed Property For Fiscal Year 2015-2016 Improvement Area No. 9

Land Use Class	Description	Maximum Special Tax
1	Residential	\$612.16 per unit
2	Non-Retail Commercial/Industrial Property	\$0.1423 per SF of Floor Area

#### b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2016, the Maximum Special Tax shall be increased (but not decreased) by the percentage change in the Consumer Price Index not to exceed one percent (1%) per Fiscal Year.

#### c. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel.

#### 2. Undeveloped Property

No Special Tax shall be levied on Undeveloped Property.

#### D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2015-2016 and for each following Fiscal Year, the Council shall levy the Special Tax on each Assessor's Parcel of Developed Property at 100% of the applicable Maximum Special Tax.

#### E. EXEMPTIONS

No Special Tax shall be levied on Retail Commercial Property, Property Owner Association Property or Public Property. However, should an Assessor's Parcel no longer be classified as Retail Commercial Property, Property Owner Association Property or Public Property, its tax-exempt status will, without the necessity of any action by the Council, terminate.

#### F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of

Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

#### G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that IA No. 9 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### H. TERM OF SPECIAL TAX

The Council is authorized to levy the Special Tax in perpetuity.

TO:

CITY COUNCIL OF THE CITY OF CATHEDRAL CITY

FROM:

DESERT BLOOM VILLAS

# PETITION (INCLUDING CONSENT AND WAIVER) REQUESTING THE ESTABLISHMENT OF IMPROVEMENT AREA NO. 9 OF THE CITY OF CATHEDRAL CITY COMMUNITY FACILITIES DISTRICT NO. 2006-1 (LAW ENFORCEMENT, FIRE, PARAMEDIC AND PARK MAINTENANCE SERVICES)

The undersigned, on behalf of The District (the "Property Owner"), does hereby certify under penalty of perjury that the following statements are all true and correct:

- 1. The undersigned is authorized to represent the Property Owner and is its designated representative to petition the City Council (the "City Council") of the City of Cathedral City (the "City") and to give the consent and waiver contained herein with respect to Improvement Area No. 9 of the City of Cathedral City Community Facilities District No. 2006-1 (Law Enforcement, Fire, Paramedic and Park Maintenance Services) to be established over the properties included within this petition to be formed under the provisions of the "Mello-Roos Community Facilities Act of 1982" (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of title 5 (commencing with Section 53311) of the California Government Code.
- 2. The undersigned hereby certifies that as of the date indicated opposite their signatures, the Property Owner is the owner of all the property within the proposed boundaries of the Improvement Area No. 9 described in Exhibit "A" hereto.
- 3. The undersigned, pursuant to Section 53318 of the Act, hereby requests that proceedings be commenced to establish Improvement Area No. 9 for the purpose of financing (1) police protection services, (2) fire protection/paramedic services, and (3) park maintenance services that are in addition to those provided in the territory within Improvement Area No. 9 prior to the formation of Improvement Area No. 9.
- 4. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the adoption by the City Council of a resolution forming Improvement Area No. 9,
- 5. and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.
- 6. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agree that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the

office of the City Clerk of the City Council and the undersigned request that the results of said election be canvassed and reported to the City Council at the same meeting of the City Council as the public hearing on the formation of Improvement Area No. 9 or the next available meeting.

- 7. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.
- 8. The undersigned expressly waives all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including but limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.
- 9. The undersigned hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to Improvement Area No. 9 or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.

2015.

IN WITNESS WHEREOF, I hereunto set my hand this 6th day of June-

Tri-Millenium Cathedral City LLC

Name: Nasser-Mehdizadeh

Much Mark
City Clerk

Title: Manager, Tri-Millenium Cathedral City, LLC

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY THIS 25th DAY OF June, 2015.



#### Cathedral City

#### **Agenda Report**

City Council

**MEETING DATE: 7/22/2015** 

#### TITLE:

Contract Award to Petrochem Manufacturing Incorporated for Central Mix Type II Rubberized Emulsion Aggregate Slurry (REAS), Tanks, Pumps and Personnel for the East Palm Canyon Drive Preventive Maintenance Project.

#### FROM:

Pat Milos, Community Development Director

#### RECOMMENDATION:

Staff recommends the City Council approve the award of a contract to Petrochem Manufacturing, Inc. (PMI) in the contract bid amount of \$223,155.00 to furnish Type II REAS; authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the project; and authorize the City Manager to execute the contract.

#### **BACKGROUND:**

On March 25, 2015, Council approved a Cost Effective/Public Interest Finding that it best serves the City to contract with PMI to provide Type II Central Mix REAS to be furnished to a licensed contractor for application on East Palm Canyon from the West City Limits (Golf Club Drive) to 550 feet west of Canyon Plaza Drive and from Melrose Drive to the East City Limits.

#### **DISCUSSION:**

PMI is the sole supplier of Type II Central Mix REAS in Southern California. They also supply agitated storage tanks, and pumpers with personnel to operate the pumpers. PMI and the City of Los Angeles have previously entered into a contract that required PMI to offer to other governmental agencies the same pricing received by Los Angeles, for purchase of the Central Mix and rental of the agitated storage tankers. The Los Angeles price is the lowest price available for the REAS product.

#### **FISCAL IMPACT:**

On June 9, 2015, bids were opened for the application of the REAS product. On June 22, 2015, Council approved a contract with Pavement Coatings Company to apply the REAS product and complete the striping and pavement markings on East Palm Canyon Drive. The Pavement Coatings contract amount is \$165,400, bringing the total cost for the project to \$388,555. Pavement Coatings

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bid \$523,300 to furnish and apply the REAS product when the project was first bid in February. By direct purchasing the REAS, the City will save nearly \$135,000.

The CIP budget approved for the East Palm Canyon project is \$380,614.Staff is requesting an additional \$33,000 to cover the REAS purchase and the contingencies needed for the construction contract.

Staff time will be required to perform project oversight management and other related services.

Additional funds will be required to provide construction inspection and materials testing. The funding identified below includes \$2,500 for these costs.

Adequate funding is available to support the award of the contract and contingency required to complete the project.

Fund	Account No.	Amount	Budget
Caltrans	331-8901XXX	\$336,680.00	Capital/Existing
Gas Tax	241-8901-XXX	\$76,875.00	Capital/Existing

#### **ATTACHMENTS:**

PMI Purchase Contract

# AGREEMENT FOR PURCHASE AND SALE, EQUIPMENT RENTAL AND SERVICES BY AND BETWEEN CATHEDRAL CITY AND PETROCHEM MANUFACTURING, INC.

THIS AGREEMENT FOR PURCHASE AND SALE, EQUIPMENT RENTAL, AND SERVICES (hereinafter, the "Agreement"), is made and entered into this 22nd day of June, 2015 (hereinafter, the "Effective Date"), by and between Cathedral City, a municipal corporation located in the County of Riverside, State of California (hereinafter, the "City"), and Petrochem Manufacturing, Inc., a Nevada corporation authorized to conduct business in California (hereinafter, "PMI"), with City and PMI together sometimes hereinafter referred to as the "Parties."

#### **RECITALS:**

WHEREAS, PMI supplies Type II Rubberized Emulsion Aggregate Slurry (REAS) (hereinafter, the "Central Mix") that is centrally mixed in accordance with Section 203-5.5.3 of the "Greenbook" Standard Specifications for Public Works Construction 2012 Edition (hereinafter, the "Greenbook"), agitated storage tanks, and pumpers with personnel to operate the pumpers; and

WHEREAS, the City has awarded or is about to award a contract for City Project No. 8901 to a qualified and licensed contractor (hereinafter, "Contractor"), which project requires, among other things, installation of City-supplied Central Mix (hereinafter, the "Project"); and

WHEREAS, the City is in need of Central Mix, two (2) agitated storage tanks, one (1) pumper who will operate the pump for the purpose of transferring the Central Mix from the delivery trucks to the storage tanks, which transfer will be completed at the location designated by the City, in Cathedral City; and

WHEREAS, PMI desires to sell to the City and the City desires to purchase from PMI, up to 20,000 gallons of Central Mix for each day Contractor will be required by the City to complete the Project; and

WHEREAS, the Parties acknowledge that there may be certain days when the Contractor will use less than 20,000 gallons of the Central Mix in which event the City may need less than 20,000 gallons the following day, it being understood that the City will contact PMI at the end of each day Contractor uses the Central Mix for the Project and will notify PMI of the amount of Central Mix to be delivered the following day; and

WHEREAS, PMI also desires to rent to the City and the City desires to rent from PMI, two (2) agitated storage tanks and one (1) pumper, in connection with the transfer of the Central Mix into on-site rental agitated storage tanks; and

WHEREAS, the rental rates for the agitated storage tanks, pump and pumper will include any costs for fuel and maintenance thereof; and

WHEREAS, PMI and the City of Los Angeles (hereinafter, "Los Angeles") had previously entered into a contract, as amended by that certain letter submitted by Los Angeles to PMI dated March 31, 2015, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A," that required PMI to offer to other governmental agencies the same pricing received by Los Angeles, for purchase of the Central Mix and rental of the agitated storage tankers; and

WHEREAS, PMI's contract with Los Angeles, as amended, provides that PMI shall offer governmental agencies like the City a price of \$2.15 per gallon for the purchase of Central Mix, plus an additional 26 cents per gallon for delivery charged from PMI's plant located in the City of South Gate, California, to the City of Cathedral City, California; and

WHEREAS, the total estimated charge to the City for purchase of the Central Mix (including sales taxes) and for rental of the Equipment, all based on an estimated five (5) days needed for Contractor to complete the Project which time period may either be shorter or longer, is Two Hundred Twenty Three Thousand One Hundred Fifty Five Dollars (\$223,155), as described in the Summary of Charges, attached hereto and incorporated herein by this reference as Exhibit "B."

NOW, THEREFORE, in consideration of the covenants, conditions and promises contained herein and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

#### Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

#### Section 2. PURCHASE, SALE AND DELIVERY OF CENTRAL MIX

PMI hereby sells to the City, and the City hereby purchases from PMI, up to 20,000 gallons of Central Mix for each day Contractor performs work on the Project, at a cost of Two Dollars and 15/100 Cents (\$2.15) per gallon (hereinafter, "Purchase Price") plus tax (the Purchase Price and sales taxes are estimated to be \$187,480), plus an additional 26 cents per gallon in connection with the delivery of the Central Mix for delivery charged from PMI's plant located in the City of South Gate, California, to Cathedral City, California (estimated to be \$20,800). All deliveries of the Central Mix shall be made in accordance with any and all applicable transportation requirements set forth in the Greenbook. In consideration for payment of the Purchase Price, PMI shall make deliveries of up to seven (7) deliveries per week, as directed by the City in the City's sole and absolute discretion, of up to 20,000 gallons of Central Mix per each delivery to the location within Cathedral City that is designated by the City as the delivery location. The City will contact PMI at the end of each day Contractor performs work for the Project and will notify PMI of the amount of Central Mix to be delivered the following morning.

Each and every delivery of Central Mix must be made between the hours of 5:00AM to 8:00 PM. PMI agrees to supply the City with daily delivery weight tickets upon each delivery of Central Mix to the site and upon return to PMI's plant.

#### Section 3. RENTAL OF EQUIPMENT; USE

Subject to Section 6 below, PMI hereby rents to the City, and the City hereby rents from PMI, two (2) 10,000 gallon agitated storage tanks, one slurry pump and one (1) pumper (together, hereinafter, the "Equipment"), for the duration of the Rental Term (as defined in Section 5 below), for the amount of One Thousand Dollars and No Cents (\$1,000.00) per diem for each storage tank (estimated to be \$10,000 total at 5 days), Five Hundred Dollars and No Cents (\$500.00) per diem for the slurry pump (estimated to be \$2,500 total at 5 days) and Four Hundred Seventy Five Dollars and No Cents (\$475.00) per diem for the pumper (estimated to be \$2,375 at 5 days). During the Rental Term, the storage tanks will be used to store the Central Mix, and, the pump will be used by the pumper to pump the Central Mix from the delivery trucks to the storage tanks. Notwithstanding anything else to the contrary, the City will be charged for rental of the Equipment for days the Equipment is not used for the Project (ie. days Contractor does no work for the Project such as weekends).

#### Section 4. DELIVERY AND PICK UP OF STORAGE TANKS

PMI shall deliver and pick up to and from the location designated by the City, at no charge to the City, the two (2) agitated storage tanks, the slurry pump, and the pumper. PMI expressly acknowledges that any drivers for delivery and pick up shall provide these services on an independent contractor's basis, as respecting the City.

#### Section 5. TERM

PMI shall deliver the initial shipment of Central Mix and the Equipment by no later than October 19, 2015 to the location within Cathedral City designated by the City. The City shall be charged for rental of the Equipment commencing on October 19, 2015 until the City provides PMI notice that the Equipment is no longer required by the City (hereinafter, "Rental Term") after completion of the Project. It is expected that the City shall be able to provide said notice on or about October 23, 2015; however, the Parties expressly acknowledge the possibility that the Project could be completed either before or after this date. Upon PMI's receipt of notice that the Equipment will no longer be needed by the City, PMI shall remove the Equipment for delivery back to PMI's plant within five (5) business days.

#### Section 6. SCHEDULE OF WORK

After the initial delivery of the Central Mix and the Equipment by no later than October 19, 2015, commencing on October 19, 2015 until completion of the Project, PMI shall make deliveries of the Central Mix sufficient to allow Contractor to complete the Project within the time required by City Project No. CP 12-268, of up to seven (7) days per week as directed and determined by the City in the City's sole and absolute discretion, it being

understood that Contractor is likely to provide services for the Project Mondays through Saturdays only. All services for operation of the pumper will be provided on the days Contractor provides services for the Project.

### Section 7. MEASUREMENT OF PURCHASED CENTRAL MIX; METHOD OF PAYMENT

- a. PMI shall invoice the City for the purchase and sale of the Central Mix and any other applicable charges, and rental of the Equipment, after all the Equipment is returned to PMI. The invoice shall include a detailed listing and description of all charges and the items to which the charges relate.
- b. PMI shall be paid the amount specified in the invoice within thirty (30) days of receipt by the City, provided that the descriptions contained in the invoice are reasonably satisfactory to the City, in accordance with the terms of this Agreement.
- c. The amount of Central Mix purchased by the City from each delivery and invoiced by PMI shall be calculated as follows: the empty truck (with full tank of fuel) shall be weighed at PMI's plant and then weighed again after filling the truck with the Central Mix that is to be delivered to the location designated by the City this process will measure the weight in pounds of Central Mix to be delivered (hereinafter, "Delivered Central Mix"); after the Delivered Central Mix is delivered to the City, PMI shall return the truck to its plant, fully refuel the truck, and then the truck and any Central Mix remaining in the truck shall be weighed again this process will measure the amount of the Delivered Central Mix, if any, not used by the City (hereinafter, "Unused Central Mix"); the amount reflected as the Unused Central Mix shall then be subtracted from the Delivered Central Mix amount which result will measure the amount of Central Mix used by the City for any given delivery (hereinafter, "Used Central Mix"); the amount of Used Central Mix (measured in pounds) shall then be divided by 13.5 pounds per gallon which will net the amount of gallons of Central Mix purchased by the City and to be reflected in any invoice.

### Section 8. INDEPENDENT CONTRACTOR'S STATUS: NOT AGENT OF THE CITY

PMI shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor, shall perform the services described in this Agreement as an independent contractor, and hereby waives any claims for any compensation or benefits afforded to the City's employees and not to independent contractors. Neither the City nor any of its agents shall have control over the conduct of PMI or any of PMI's employees or independent contractors, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or PMI or by any third person to create the relationship of principal and agent and PMI shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. PMI shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall PMI have any authority, express or implied, to bind the City to any obligation whatsoever.

## Section 9. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF PMI

- a. PMI represents and acknowledges the following:
- 1) The City is not required to provide any training or legal counsel to PMI or its employees in order for PMI to perform the services described in this Agreement.
- 2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.
- 3) The services described in this Agreement can be performed without the use of City equipment, materials or tools.
- 4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with PMI on a continuing basis after termination of this Agreement.
- 5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed or retained by PMI to perform the services described in this Agreement.
- 6) PMI shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.
  - b. The City represents and acknowledges the following:
- 1) PMI is not required to comply with daily instructions from City staff with respect to when, where or how PMI must perform the services set forth in this Agreement, except to the extent that may be otherwise provided herein.
- 2) PMI is solely responsible for determining who, under the supervision or direction of PMI, will perform the services set forth in this Agreement.
- 3) The City will not hire, supervise or pay any assistants working for PMI pursuant to this Agreement.
- 4) Nothing in this Agreement shall be interpreted to imply that PMI must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.
- 5) Nothing in this Agreement shall be interpreted to preclude PMI from working for other persons or firms, provided that such work does not create a conflict of interest.

- 6) PMI is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.
- 7) PMI is not required to perform the services set forth in this Agreement at City-owned property.

#### Section 10. CIVIL CODE SECTION 1542 WAIVER

With the exception of the obligations expressly created pursuant to this Agreement, PMI expressly waives any and all rights and benefits conferred upon it by the provisions of section 1542 of the California Civil Code which reads as follows:

"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 must have materially affected his settlement with the debtor."

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind, that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees' Retirement System (CalPERS) that are only afforded to employees and not independent contractors. PMI further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

#### Section 11. FAMILIARITY WITH WORK

By executing this Agreement, PMI warrants that (1) it has thoroughly investigated and considered any work to be performed, (2) it has investigated the issues, regarding any services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

#### Section 12. EQUALOPPORTUNITY EMPLOYMENT

PMI represents that it is an equal opportunity employer and shall not discriminate against any subcontractor, employee, or applicant ("person") for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, sex, age, or sexual orientation. Unless otherwise permitted under the law, PMI shall not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges or employment.

#### Section 13. CONFLICTS OF INTEREST

PMI covenants that it does not have any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of PMI's obligations under this Agreement. In the event the City officially determines that PMI must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, PMI shall file the subject Form 700 with the City pursuant to the written instructions provided by the City.

### Section 14. COMPLIANCE WITH LAWS; LICENSING AND PERMIT REQUIREMENTS

- a. PMI shall comply with all local, state and federal laws and regulations applicable to the obligations required hereunder, including any rule, regulation or bylaw governing the conduct or performance of PMI and/or its employees, officers, or board members.
- b. PMI represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for satisfaction of its obligations described in this Agreement.

#### Section 15. INSURANCE REQUIREMENTS

PMI shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss or damage resulting from the wrongful or negligent acts by PMI or its officers, employees, servants, volunteers and agents and independent contractors. PMI shall further procure and maintain at its own expense, during the term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering any vehicle utilized by PMI or its officers, employees, pilots, servants, volunteers and agents and independent contractors in satisfaction of its obligations required by this Agreement.

#### Section 16. WORKERS' COMPENSATION INSURANCE

PMI shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

If any class of employees employed by PMI pursuant to this Agreement is not protected by the California State Workers' Compensation Law, PMI shall provide adequate insurance for the protection of such employees to the satisfaction of the City. This provision shall not apply if PMI has no employees performing work under this Agreement. If PMI has no employees for the purposes of this Agreement, PMI shall sign the Certificate of Exemption from Worker's Compensation Insurance, attached hereto as Exhibit "C."

#### Section 17. ADDITIONAL NAMED INSURED

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City's City Manager and its City Attorney, are named as additional insured.

#### Section 18. WAIVER OF SUBROGATION RIGHTS

PMI shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

#### Section 19. PROOF OF INSURANCE COVERAGE; CERTIFICATES

PMI shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City certificates of said insurance on or before the commencement of the term of this Agreement.

PMI shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage unless the insurer has provided the City with thirty (30) days prior written notice of cancellation or reduction in coverage.

All insurance policies required to be provided by PMI or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to the City, and its officers, employees, servants, volunteers, agents and independent contractors.

#### Section 20. PMI'S REPRESENTATIONS AND WARRANTIES

PMI hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Effective Date:

a. PMI has the full right, power and authority to enter into this Agreement and to sell Central Mix and rent the Equipment to the City, and to take all actions required of PMI by the

terms of this Agreement.

- b. All the documents executed by PMI pursuant to this Agreement will be duly authorized, executed and delivered by PMI and will be legal, valid and binding obligations of PMI enforceable against PMI in accordance with their respective terms, and will not violate any provisions of any agreement to which PMI is a party or to which it is subject.
- c. PMI has manufactured the Central Mix and has centrally mixed the Central Mix in accordance with Sections 203-5.5 and 203-5.5.3, respectively, of the Greenbook.
- d. PMI has good and marketable title to the Central Mix, which is to be sold and transferred to the City free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind and nature whatsoever.
- e. The Central Mix and Equipment are free from all defects and are of good quality and fit for the purposes and uses intended herein.
- f. PMI possesses the ability to deliver up to 20,000 gallons of Central Mix daily to Cathedral City, California, during the term of this Agreement.
- g. The Equipment has been maintained in substantial accordance with the specifications of the Equipment manufacturers, or has otherwise been maintained in a manner to enable Contractor to complete the Project as required under City Project No. 8901.
- h. PMI has inspected the Equipment and the Equipment is or will be in good and operable condition as of October 19, 2015, sufficient to enable Contractor to complete the Project on a timely basis in accordance with the requirements set forth under City Project No. 8901.

#### Section 21. PRODUCTAND DELIVERY WARRANTIES

- a. PMI hereby warrants that the Central Mix product (sometimes hereinafter, "Product") will not Fail (as defined hereinafter) for five (5) years from the date of application (hereinafter, "Useful Life"), provided all persons involved in the installation of the Product substantially follow the guidelines, instructions, recommendations and best practices published and/or provided by PMI. The City hereby grants PMI and its representatives, in consultation with the City's inspector, the right to inspect, observe, monitor, provide instructions and recommend corrective actions to the City and any person installing the Product on all applications of the Product, including, without limitation, compliance with the guidelines and best practices for the application of the Product. The granting of this right to PMI and its representatives does not impose any additional duty on PMI or its representatives in addition to those duties outlined in this Agreement.
- b. Should the Product Fail, PMI shall, at its election, and within thirty (30) days after determination of Failure, either repair or pay for the material cost of the Product to repair those areas of the Product covered by this warranty that Fail during its Useful Life, as well as for

labor and other incidental costs (hereinafter, "Labor and Incidental Costs"), including, but not limited to, any affected striping, markings, and reflective pavement markers; provided, however, that such Failure shall occur within one (1) year from the date of Product application. For any Failure that occurs thereafter but during the Useful Life, PMI shall only be responsible for the repair or payment for the material cost of the Product, which shall also occur within thirty (30) days after determination of Product Failure. For purposes of this Agreement, whether the Product has Failed must be evaluated using the Slurry Seal Survey Procedures set forth in Exhibit "D" ("SSSP"), attached hereto and incorporated herein by this reference. The term "Fail," "Fails," "Failure" or "Failed" shall mean that, prior to the expiration of the Useful Life, more than ten percent (10%) of the native asphalt for any street segment (as defined in Exhibit "D") becomes uncovered (i.e., no longer covered by the Product), and such uncovering does not arise out of conditions outside of PMI's control, including, but not limited to, subgrade conditions, improper subbase and/or compaction, cracks, earthquakes, over watering, frequent sprinkler overspray, standing or ponding water, heavy truck or equipment traffic, corrosive or acid materials that may leak or spill on the Product, or a Force Majeure event, as defined below.

- c. Provided PMI and the City mutually agree, either Steve Marvin, of LaBelle Marvin, or Steve Escobar, of Asphalt Pavement and Recycling Technology, shall make the exclusive determination of whether the Product "Failed" during its Useful Life and, if so, identify the areas and the square footage of Failure that "Failed." If PMI elects not to perform the repair itself, then PMI shall pay one hundred percent (100%) of the Product material cost for the percentage of "Failed" square footage, and for any related Labor and Incidental Costs to the extent there may be any Labor and Incidental Costs during the first year of the Product's Useful Life. If Steve Marvin or Steve Escobar are unavailable to make the determination of whether the Product "Failed," an independent engineer approved by both the City and PMI with qualifications and experience as extensive as Steve Marvin's or Steve Escobar's shall be used. This warranty only applies to the Project that is the subject of this Agreement and no other location. If the evaluator concludes the Product Failed, PMI will bear the cost of the evaluation. If the evaluator concludes the Product did not Fail, the City will bear the cost of the evaluation.
- d. This warranty shall be ineffective unless the City provides PMI written notice of any problems, defects or perceived Failures of the Product within thirty (30) days of the City's discovery of the problem, defect or perceived Failure. PMI shall be given the opportunity to inspect, investigate, test, repair and remediate any alleged problems, defects or failures in connection with the Product prior to any repair by the City, and, repair without notice shall void and waive this warranty. Inspection, investigation, testing, repair and remediation by PMI shall not operate as an admission of liability by PMI.
- e. Subject to Sections 21b and 21f hereof, regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall PMI be liable to City for any special, consequential, incidental, exemplary, punitive, indirect or similar damages, including loss of profits, loss of use, or personal injury, in connection with any Failed Product, even if PMI has been advised of the possibility of such damages.

- Notwithstanding anything else to the contrary herein, in the event PMI should fail to deliver the entirety of any per diem amount of Central Mix as required by the City in accordance with Section 2 of this Agreement, or, in the event of a delay due to any portion of the Central Mix being deemed by the City to be unusable for the timely completion of the Project through sample testing or otherwise, PMI shall be responsible and shall immediately pay for any and all direct or indirect damages of whatever character, nature or kind, in connection therewith, in accordance with the method of calculation of damages from delays set forth in Section 25 of the General Provisions, which is expressly incorporated herein by this reference with the same force and effect as though set forth at length herein, and which provisions are part of the City's contract with Contractor for the Project; provided, however, that PMI shall not be held responsible for delays if such delays are as a result of any Act of God (hereinafter, "Force Majeure"), which includes fire, flood, earthquake, storm, hurricane or other natural disaster, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. In the event of any delay, PMI shall immediately notify the City in writing of the delay and the estimated extent of the delay, and the cause of the delay. The term of this Agreement, including the Rental Term, may be extended by the City in the City's sole discretion in the event of a Force Majeure delay but in no event shall PMI be considered in breach of this Agreement or any warranty as a result of any such Force Majeure delay.
- g. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED FOR HEREIN, PMI HEREBY DISCLAIMS ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Section 22. CITY'S REPRESENTATIONS AND WARRANTIES

The City hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Effective Date:

- a. The City, and the person executing this Agreement on behalf of City, has the full right, power and authority to enter into this Agreement, to receive and accept the Central Mix and Equipment from PMI, and to take all actions required of it by the terms of this Agreement.
- b. All the documents executed by the City pursuant to this Agreement will be duly authorized, executed and delivered by the City and will be legal, valid and binding obligations of City enforceable against it in accordance with their respective terms, and will not violate any provisions of any agreement to which the City is a party or to which it is subject.

#### Section 23. RISKOFLOSS

The City shall not be responsible in any way for any loss to any Central Mix during shipment to the City's designated location, nor for any damage or loss to the Equipment

during delivery to or pick up from Cathedral City. All such risk of loss shall be borne by PMI.

#### Section 24. DAMAGE TO EQUIPMENT

If for any reason the Equipment becomes damaged or inoperable during the Rental Term for the purposes contemplated by the Parties hereunder, PMI shall immediately repair or replace the Equipment, as may be necessary, at PMI's sole cost, it being understood that the City's inability to use the Equipment during any day of the Rental Term, or any portion thereof, will likely result in damages to the City. Any damage to the Equipment arising from the negligence or willful misconduct of the City or its officers, agents, employees or independent contractors, shall cause PMI to immediately replace or repair the Equipment, as necessary, with the cost thereof to be borne by the City. Notwithstanding anything else to the contrary herein, in the event there is a delay to the Project arising from or in any way in connection with PMI's failure to maintain the Equipment in accordance with the specifications of the Equipment manufacturers, or other failure to properly maintain the Equipment, and the Contractor is delayed or unable to perform its contractual obligations owed to the City for the Project due to such failure, PMI shall be responsible and shall immediately pay for any and all such damages.

#### Section 25. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended with or without cause by the City at any time provided that the City provides PMI at least five (5) business days written notice of such termination or suspension.
- b. In the event of a termination or suspension of this Agreement under this section, PMI shall provide all documents, reports, data or other work product developed in performance of this Agreement, to the City, within ten (10) calendar days of such termination or suspension and without additional charge to the City.

#### Section 26. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

#### Section 27. INDEMNIFICATION

a. PMI shall defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers (hereinafter, "Indemnified Parties") from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therewith), arising out of the performance of this Agreement and PMI's obligations and statements made hereunder, including, but not limited to, PMI's breach of any of its representations or warranties made under Section 20 of this Agreement; provided, however, that PMI shall not indemnify any of the Indemnified Parties for any such claim arising out of the sole negligence or willful misconduct of any of the Indemnified Parties.

- b. The City does not, and shall not waive any rights that it may have against PMI under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, Joss, cost or expense described herein.
- c. Notwithstanding the provisions of subsections a. and b. of this Section, PMI shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond PMI's control, or for which PMI is without fault.

#### Section 28. BOOKS AND RECORDS

- a. PMI shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges under this Agreement, including for services, or expenditures and disbursements charged to the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to PMI pursuant to this Agreement.
- b. PMI shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City's City Manager or Director of Public Works, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at the City's address indicated for receipt of notice in this Agreement when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at PMI's address indicated for receipt of notices.
- d. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of PMI's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained at the City's address indicated for receipt of notice in this Agreement. Access to such records and documents shall be granted to any party authorized by PMI, PMI's representative or PMI's successor-in-interest.

#### Section 29. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepare by and for PMI, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to

PMI for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to PMI or to any other party. PMI shall, at its expense, provide such reports, plans, studies, documents and other writings to City upon written request.

#### Section 30. CONFIDENTIALITY

- a. All ideas, memoranda, specifications, plans, procedures, drawings, photographs, descriptions, computer program data, input record data, written information, and other documents and data other created by or provided by PMI in connection with the performance of this Agreement shall be held confidential by PMI. Such materials shall not, without prior written consent of the City, be used by PMI for any purposes other than performance under this Agreement, nor shall such materials be disclosed to any person or entity not connected with this Agreement. Nothing furnished to PMI which is otherwise know to PMI or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. PMI shall not use the City's insignia or photographs relating to the subject matter of this Agreement, or any publicity pertaining to the same, in any magazine, trade paper, newspaper, television or radio production or similar medium without the prior written consent of the City.

#### Section 31. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

#### Section 32. ENTIRE AGREEMENT

- a. This Agreement supersedes any and all other agreements, either oral or written, between the City and PMI with respect to the subject matter of this Agreement.
- b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.
- c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

#### Section 33. AMBIGUITIES

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

#### Section 34. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

If to City: Cathedral City

Attn: John A. Corella, P.E.

City Engineer

68-700 Avenida Lalo Guerrero Cathedral City, California 92234

Telephone: (760) 770-0390 Facsimile: (760) 328-8622

Email:

If to PMI: Frank

Frank B. Hoffman, C.F.O.

Petrochem Manufacturing, Inc.

6168 Innovation Way Carlsbad, CA 92009

Telephone: (760) 603-0961 Facsimile: (760) 603-0962

Email: frank@pmitechnology.com

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

#### Section 35. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to PMI, 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 PMI or to its successor, or for any breach of any obligation of the terms of this Agreement.

#### Section 36. REVIEW BY ATTORNEYS

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

#### Section 37. WAIVER

- a. No waiver shall be binding, unless executed in writing by the party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or 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.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

#### Section 38. ASSIGNMENT AND SUBCONTRACTING

- a. The experience, knowledge, capability and reputation of PMI, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the PMI under this Agreement will be permitted only with the written consent of the City.
- b. PMI shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, PMI shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

#### Section 39. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

#### Section 40. SUCCESSORS, HEIRS AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

#### Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

#### Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

#### Section 43. DEFAULT AND BREACH

- a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within one (1) business day after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.
- b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.
- c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.
- d. In the event that a default of any party to this Agreement may remain uncured for more than one (1) business day following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings. Notwithstanding anything else to the contrary in this Agreement, if the City discovers or learns that any one of PMI's representations and warranties given under Section 20 of this Agreement, is not true, either in whole or in part, then PMI shall be deemed in breach of this Agreement.

#### Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive 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 of any other default by the other party.

#### Section 45. VENUE

All proceedings involving disputes over the terms, prov1s1ons, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

#### Section 46. LITIGATION EXPENSES AND ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

#### Section 47. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

#### Section 48. LABOR LAWS

- a. All work or services performed within the State of California pursuant to this Agreement by PMI, PMI's employees and independent contractors, or PMI's subcontractors and its subcontractors' employees and independent contractors shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.
- b. Documentation must be promptly submitted to the City at any time, at the request of the City, for the purpose of determining whether or not the work or services provided pursuant to this contract are being provided in compliance with this section.
- c. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of PMI's personnel who provide services required herein, including, but not limited to, their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered. If the City makes a reasonable determination that any of PMI's prospective or then current personnel is deemed objectionable, then the City may notify PMI of the same. PMI shall not use that personnel to perform services required herein, and if necessary, shall replace him or her with other suitable personnel.

#### Section 49. REPRESENTATIONS OF PARTIES AND PERSONS

#### **EXECUTING AGREEMENT**

- a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.
- b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

#### Section 50. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

#### Section 51. FURTHER ASSURANCES

The Parties agree to cooperate with each other and to execute, deliver and record such other agreements and documents and to take such other actions as are reasonably necessary or helpful to more effectively consummate the transactions contemplated under this Agreement and to carry out its purpose and intent.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CATHEDRAL CITY	PETROCHEM MANUFACTURING, INC.
	FrankSHIJ-, CFO
Stan Henry, Mayor	Frank B. Hoffman, Cheif Financial Officer
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
City Attorney	

#### EXHIBIT "A"

## CITY OF LOS ANGELES LETTER TO PMI DATED MARCH 31, 2015 SEE ATTACHED

#### CITY OF LOS ANGELES

CALIFORNIA

TONY M. ROYSTER GENERAL MANAGER CITY PURCHASING AGENT



DEPARTMENT OF GENERAL SERVICES **ROOM 701** CITY HALL SOUTH 111 EAST FIRST STREET Los ANGELES, CA 90012 (213) 928-9555 FAX No. (213) 928-9515

\$ 185/Day

March 31, 2015

Petrochem Manufacturing, Inc. 5205 Avenida Encinas, Suite K Carlsbad, CA 92008

SUBJECT: CITY OF LOS ANGELES SUPPLY CONTRACT 59081 - AMENDMENT 08 SLURRY, PREMIX R.E.A.S.

The subject contract is hereby extended until 12/31/2015.

Line #	Description	Old Price	<b>New Price</b>
1	Premix, Rubberized Emulsion Aggregated Slurry, Type I	\$ 2.60	\$ 2.55
6	Rental, Service/Haul Truck, Per Day Basis	\$475.00	\$200.00
8	Rental, Application Trucks- 4 hr min	\$252.00	\$285.00
9	Job Tankers, for Delivery of REAS in Trailer Mounted 4,000 gallon tank. For use within the City limits.	\$150.00	\$500.00
The follov Line #	ving items are being added, effective 04/01//2015:  Description	· · · · ·	Price
24	Rental, Delivery Tanker-Bare, Each Load		\$175.00/load
25	Labor, Posting & Notifying of Affected Traffic Disruptions		\$ 95.00/hour
26	Hangtag/Doorknob Notice, as related to Traffic Disruptions (line 25)		\$ .05/each
27	Traffic Control, (furnish/place/maintain/traffic signage, ex electronic) of affected areas	cluding	\$1,000/Day

All other contract terms and conditions remain unchanged and in force. Questions regarding this contract modification should be addressed to Martha Medina, Procurement Analyst, at 213-928-9536 or via e-mail Martha.Medina@lacity.org.

Sweeper, Mobile Units (4 hour min), to be used only should City

Tony M. Royster

General Manager and

City Purchasing Agent

Sweepers not show up.

Approved as to Form

Michael N. Feuer

City Attorney

Anthony Paul Diaz

Deputy City Attorney



28

By:

#### EXHIBIT "B"

#### SUMMARY OF ESTIMATED CHARGES

#### **Purchase of the Central Mix**

<b>Total Estimated Charges (including sales taxes)</b>	\$223,155	
\$475/day at 5 days =	\$ 2,375	
Rental of Pumper		
\$500/day at 5 days =	\$ 2,500	
Rental of Pump		
\$2,000/day at 5 days=	\$ 10,000	
Rental of 2 Storage Tanks		
80,000 gallons x \$0.26/gallon =	\$ 20,800	
Delivery Charges		
80,000 gallons x \$2.15/gallon = \$172,000 + \$15,480 sales taxes (at 9.00%) =	\$187,480	

#### EXHIBIT "C"

### CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I certify that, in the performance of the work to be performed by Petrochem Manufacturing, Inc., for Cathedral City, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of the California Labor Code, I shall forthwith comply with those provisions.

Name & Signature

Date: June 22,2015

#### EXHIBIT "D"

# SLURRY SEAL SURVEY PROCEDURES TO DETERMINE THE PERCENTAGE OF FAILED SLURRY SEAL ON STREET SEGMENTS UP TO FIVE (5) YEARS IN AGE

When conducting the survey the following information shall be collected for each street segment:

#### INFORMATION

- 1) Name, limits of street surveyed
- 2) Date of survey
- 3) Time of day surveyed
- 4) Weather conditions
- 5) Remarks
- 6) Percent of slurry seal remaining

#### **DEFINITION OF TERMS**

Street Segment- the asphalt concrete portion of a street measured from the centerline of the adjacent cross street running longitudinally down the street to the centerline of the next adjacent cross street. Cul-de-sac or dead end street segments shall begin at a line running transversely to the center line of the dead end street from the outer edge of the Portland Cement Concrete (PCC) gutter on one side of the street to the outer edge of the PCC gutter on the opposite side of the street and running longitudinally down the street until the end of the asphalt concrete portion of the street. In the case of no PCC gutters the segment shall begin at a line running transversely to the centerline of the dead end street from the face of the curb on one side to the face of the curb on the opposite side of the street.

#### **TEST METHODS**

The assessment of the area of slurry seal remaining in a specified street segment shall be made initially through a visual windshield inspection by driving a vehicle up one side of the street and down the other side. The segment shall be then visually inspected on foot up one side of the street and down the other side. The total length and width of each street segment shall be determined using a rolo tape. All changes in segment width, utility cuts, street improvements, and repairs shall be measured with a rolo tape and the area subtracted from the total area of the segment. The measurement of areas within the segment that appear to not have slurry seal remaining or a complex pattern of areas with and without slurry seal remaining shall be made with a rolo tape using two methodologies. **Method A** for areas with simple patterns and **Method B** for complex patterns and shapes.

#### **TOOLS**

- 1) Notebook and pencil
- 2) Rolo Tape Measuring Wheel (RTMW) for lineal feet
- 3) 1'X1' Cardboard Square
- 4) Can of white marking paint
- 5) Pocket knife
- 6) 12-inch Ruler
- 7) Black felt tip pen

#### Method A

Areas in all street segments that appear to not have slurry seal remaining in simple relatively easily defined shapes shall have the length and width of the shape measured with a rolo tape and the square footage subtracted from the total street segment square footage.

#### Method 8

Areas in all street segments that appear to not have slurry seal remaining in complex patterns and relatively difficult to define shapes shall have the length and width of the shape measured with a rolo tape. Within the defined shape a representative one foot square box shall be created using a piece of cardboard, one (1) foot by one (1) foot, placed directly on the street and the outline of the box transferred to the surface of the street using a can of white marking paint. Within the box all areas without slurry seal remaining shall be measured with a 12-inch ruler. These measurements shall be added together and a percentage of slurry seal not remaining in the box shall be calculated and that percentage applied to the square footage of the entire shape. The shapes total square footage of slurry seal not remaining on the street shall be subtracted from the total street segment square footage.

The majority of complex patterns of areas with and without slurry seal shall include the tops of all aggregates in the asphalt concrete without slurry seal and the areas between the larger aggregate having slurry seal. To determine the percentage of area within the box that did not have slurry seal, every aggregate top without slurry seal within the square shall be measured, marking each counted aggregate top with a black felt tip marking pen, summing the total square inch area without slurry seal and dividing that figure by 144 square inches to determine the total percentage of area without slurry seal within one (1) square foot. The total percentage of area without slurry seal within one (1) square foot shall be multiplied by the total area of complex shapes and divided by 100 to determine the number of square feet without slurry seal within the shape. The total square feet without slurry seal for all shapes shall be deducted from the total square feet of each street segment to determine the percentage of slurry seal remaining within each street segment.



## Cathedral City

## **Agenda Report**

File #: 2015-257 Item No: 3.G.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

Second Reading and Adoption of Amendments to the 2015 City Speed Limits Ordinance

FROM:

Pat Milos, Community Development Director

#### RECOMMENDATION:

Staff recommends City Council provide a second reading and approve an amendment to the existing 2015 City Speed Limits Ordinance.

#### **BACKGROUND:**

On June 22, 2015 the City Council approved the first reading of an amendment to the existing 2015 City Speed Limits Ordinance, effectively lowering the speed limit on the section of Cathedral Canyon Drive north of East Palm Canyon Drive to the intersection of Terrace Road, from the current posting of 40 MPH to a new posting of 25 MPH.

On April 18, 2015 City Council approved the 2015 Speed Limits Ordinance No. 751, authorizing revised Speed Limits on widened roadway segments at: 1. Ramon Road (Date Palm Drive to Neuma Road), 2. Ramon Road (Neuma Road to the East City Limits at Da Vall Drive), and 3. East Palm Canyon Drive (Perez Road to the West City Limits at Golf Club Drive).

#### **DISCUSSION:**

Starting in 2013, and more recently in early 2015, City staff received concerns from Cove Area residents about the 40 MPH Speed Limit posted on Cathedral Canyon Drive from East Palm Canyon Drive to Terrace Road (especially the segment between Kings Road and Terrace Road). When conducting Speed Surveys on this roadway segment, it was discovered that this segment was listed on the City General Plan as a Secondary Highway (an undivided 4-lane road). In actuality the roadway is an undivided 2-lane Local Collector road, within a predominately residential neighborhood.

City staff hired Darnell to re-survey the speed limits on this lower Cove segment of Cathedral Canyon Drive. Darnell submitted his Traffic Survey report and recommendations to the City Engineer and

File #: 2015-257 Item No: 3.G.

Staff on May 19, 2015.

On June 3, 2015 City Staff and Darnell presented Darnell's Cathedral Canyon Drive Engineering and Traffic Survey Report to the Planning Commission. Darnell explained how he analyzed Cathedral Canyon Drive (from Kings Road to Terrace Road) under guidelines detailed in the California Vehicle Code Section 240 (CVC 240). This Vehicle Code Section provides the guidelines for Traffic Engineers to determine if a roadway is within a business or residential district. Darnell counted all of the residential driveways that fronted directly onto Cathedral Canyon Drive in relation to the length of this roadway segment verified that the roadway had only one lane of travel in each direction and the road did not exceed 40 feet of overall driving width. Darnell determined that 30 homes on the subject segment took drive access directly off Cathedral Canyon Drive which exceeded the minimum requirement under CVC 240 and determined that this segment of Cathedral Canyon is a residential district, which may be posted at 25 mph to comply with the State Law under the California Vehicle Code, and can be enforced by City Police officers using radar.

A number of Cove area residents spoke in favor of reducing the speed limit on Cathedral Canyon Drive (Kings Road to Terrace Road). The Planning Commission heard the public's comments and recommended to also include the segment of roadway on Cathedral Canyon Drive from East Palm Canyon Drive to Kings Road in the reducing of the speed limits. This recommendation will make the roadway speed limits consistent and not force drivers to negotiate differing speed limits on the same roadway segment.

On June 3, 2015 the Planning Commission approved and recommended the following to the City Council:

Recommended Cathedral City Speed Limit 2015 Speed Limit 2015 Speed Limit

Revisions on the following roadway (Existing) (Proposed)

segments:

Cathedral Canyon Drive

(East Palm Canyon Drive to Kings Road) 40 MPH 25 MPH

Cathedral Canyon Drive

(Kings Road to Terrace Road) 40 MPH 25 MPH

At the June 22, 2015 City Council Meeting the City Council approved the Planning Commission's recommendation and the first reading of the proposed ordinance.

#### FISCAL IMPACT:

Public Works will incur a small amount of labor and cost to update the speed limit signs as part of the traffic safety budget.

File #: 2015-257 Item No: 3.G.

## **ATTACHMENTS:**

1: SPEED LIMITS RECOMMENDATION by Darnell & Associates, dated May 19, 2015 (2 pgs.)

2: Revised 2015 SPEED LIMITS ORDINANCE, for June 22, 2015 Council consideration (3 pgs.)



TRANSPORTATION PLANNING & TRAFFIC ENGINEERING

May 19, 2015

Mr. Robert L. Mohler City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA. 92284

D&A Ref. No: 150105

Subject:

Speed Limit on Cathedral Canyon Drive between Palm Canyon Drive and Terrace Road.

Dear Mr. Mohler,

I have completed my investigation of the speed limit posting on Cathedral Canyon Drive between Palm Canyon Drive and Terrace Road. The 2009 recommended speed limit on Cathedral Canyon Road between Terrace Road and Palm Canyon Road was based on the Cathedral City General Plan designation of the roadway as a Secondary Highway. The designation at the time required that the speed limit be based on Engineering and Traffic Survey if it is enforced with the use of radar.

Since that time the City's General Plan has removed the Secondary Highway (4-land highway) designation. With the removal of the secondary Highway designation the roadway is considered a Local Roadway subject to the California Vehicle Code (CVC) definitions.

The CVC Section 240 identifies the criteria to be applied to Local Roadways in determining the roadway is within a Business District or Residential District as follows:

- a) No building shall be regarded unless its entrance faces the highway and the front of the buildings is within 75 feet of the roadway.
- b) Where a highway is physically divided into two or more roadways only those buildings facing each roadway separately shall be regarded for the purpose of determining whether the roadway is within a district.
- c) All churches, apartments, hotels, multiple dwelling houses, clubs and public buildings, other than schools, shall be deemed to be business structures.
- d) A highway or portion of a highway shall not be deemed to be within a district regardless of the number of building upon the contiguous property if there is no right of access to the highway by vehicles from the contiguous property.

The next step in the analysis process involves the application of CVC 240 criteria noted above and the following CVC Section 515 for a Residence District and CVC 40802 Speed Trap requirements of:

- a) Upon one side of the roadway within a distance of one-quarter of a mile (1,320 feet) the contiguous property fronting the roadway is occupied by 13 or more separate dwelling houses or business structures or
- b) Upon both sides of the roadway collectively within a distance of one-quarter of a mile (1,320 feet) is occupied by 16 or more dwelling houses or business structures.
- c) A Residence District may be longer than one-quarter mile (1,320 feet), if the above ratio of separate dwelling units or business structures to the length of the roadway exists.

Mr. Robert L. Mohler City of Cathedral City May 19, 2015 Page 2

- d) Roadway width of not more than 40 feet (curb to curb).
- e) Not more than one lane in each direction.

Application of all the above criteria to Cathedral Canyon Drive from Palm Canyon Drive to Terrace Road identifies that Cathedral Canyon Drive between Kings Road and Terrance Road can be classified as a Residential District and Posted with a 25 MPH speed limit. Figure 1 depicts the existing Residential Dwelling Units that take direct access to Cathedral Canyon Drive with a roadway width of 40 feet or less that provides one travel lane in each direction. Between Kings Road and Palm Canyon Drive the roadway widens to more than 40 feet in width and provides more than one lane in each direction.

Review of Figure 1 shows the following conditions along Cathedral Canyon Drive between Kings Road and Terrace Road:

Distance:

2,166 feet

Travel Lanes:

2 lanes (one lane in each direction)

Roadway Width:

40 feet or less(with popouts at the southeast corner on B Street,

C Street, D Street, E Street, F Street and San Jacinto Drive

Residencies:

Westside of Roadway:

21

Eastside of Roadway:

 $\frac{9}{30}$ 

Total:
• Residences Required

 $X = (16 DU \times 2,160 ft) \div (1,320 feet) = 26$ 

Review of the Cathedral Canyon Drive conditions listed above and comparison to the CVC 215, CVC 240 and CVC 40802 allows the conclusion that Cathedral Canyon Drive between Kings Road and Terrance Road is defined as a Residential District and the speed limit on the roadway can be posted 25 MPH and be enforced with radar.

Additional information considered is the 2,075 Average Daily Traffic collected by the City of Cathedral City on March 25, 2015 through March 28, 2015 and the pedestrian fatality that occurred in the southbound travel lane of Cathedral Canyon Drive south of Hillcrest Road on January 8, 2013.

In summary Cathedral Canyon Drive between Kings Road and Terrace Road is considered a Residential District and can be posted 25 MPH and be enforced with radar. Attached is the survey sheet with the recommended 25 MPH speed limit.

No. 539

Please feel free to contact our office should you have any questions or comments.

Sincerely,

DARNELL & ASSOCIATES, INC.

KINDCI

Bill E. Darnell, P.E.

RCE: 22338

BED/jam

150105 - Cathedral City Speed Limit Letter for Cathedral Canyon Drive.doc/05/15

Expires
9-30-15
9-GAUTONIA

5/19/2015

<b>ORDINANCE</b>	NO.

AN ORDINANCE OF THE CITY OF CATHEDRAL CITY AMENDING SECTION 12.20.01 0 OF THE CATHEDRAL CITY MUNICIPAL CODE RELATING TO THE DESIGNATION OF SPECIAL SPEED LIMITS IN 2015.

The City Council of the City of Cathedral City does hereby ordain as follows:

SECTION Ia. AMENDED SPEED LIMITS. Subsection (B) of 12.20.010 of the Cathedral City Municipal Code is hereby amended by the adoption of the following amendments, due to recent Speed Surveys completed since the previous 2009 Speed Limits Study on Roadway Segments: No. 6. & 7.: on Cathedral Canyon Drive (E. Palm Canyon Drive to Terrace Road):

<u>STREET</u>	(No.) Road Segment Surveyed	Speed Limi	it (MPH)
		<u> 2009</u>	<u> 2015</u>
a. CATHEDRAL CANYON D	R. (No. 6.) E. Palm Canyon to Kings Rd.	40	25
b. CATHEDRAL CANYON D	R. (No. 7.) Kings Rd. to Terrace Rd.	40	25

SECTION Ib. REVISED SPEED LIMITS. Based upon the findings of an Engineering Speed Survey dated October 2009, amended in March 2015.

<u>Street</u>	<u>No</u> .	Portion Affected	2015 Speed Limits (MI	<u>PH)</u>
Avenida Maravilla	1.	Vista Chino to Ramon Road	d 2	25
<b>Cathedral Canyon Drive</b>	2.	Ramon Road to Dinah Shor	e Drive	<b>45</b>
•	3.	Dinah Shore Drive to Pased	Real 4	<b>45</b>
	4.	Paseo Real to Perez Road	4	40
	5.	Perez Road to East Palm Ca	anyon Dr. 4	10
	6.	East Palm Canyon Drive to	Kings Rd. 2	25
	7.	Kings Rd. to Terrace Rd.	2	25
Date Palm Drive	8.	Varner Road to Vista Chino	Drive	50
	9.	Vista Chino Drive to 30th A	venue	50
	10 <i>.</i>	30th Avenue to McCallum V	Vay .	45
	11.	McCallum Way to Ramon R	oad	45
	12.	Ramon Road to Dinah Shor	e Drive	45
	13.	Dinah Shore Drive. to 35th	Avenue	40
	14.	35th Avenue to Gerald Ford	I Drive	40
	15.	<b>Gerald Ford Drive to Perez</b>	Road	40
	16.	Perez Road to East Palm Ca	anyon Drive	40
Da Vall Drive	17.	30th Avenue to Ramon Roa	d	45
Da Vall Drive (cont.)	18.	Ramon Road to Dinah Shor	e Drive	50
•	19.	<b>Gerald Ford Drive to South</b>	City Limits	45
Dave Kelly Road	20.	Date Palm Drive to Plumley	Road	35

Dinah Shore Drive	21.	West City Limits to Cathedral Canyon Drive	40
	22.	Cathedral Canyon Drive to Date Palm Drive	40
	23.	Date Palm Drive to Plumley Road	45
	24.	Plumley Road to Da Vall Drive	45
East Palm Canyon Dr.	25.	Golf Club Drive to Perez Road	40
•	26.	Perez Road to Cathedral Canyon Drive	40
	<b>27</b> .	Cathedral Canyon Drive to Date Palm Dr.	40
	28.	Date Palm Drive to East City Limits	40
Edom Hill Road	29.	Varner Road to North Terminus	35
Gerald Ford Drive	30.	Date Palm Drive to Plumley Road	45
	31.	Plumley Road to Da Vall Drive	45
Landau Boulevard	32.	Verona Road to Vista Chino Drive	35
	33.	Vista Chino Drive to 30 <sup>th</sup> Avenue	45
	34.	30 <sup>th</sup> Avenue to Ramon Road	45
McCallum Way	35.	Landau Boulevard to Date Palm Drive	30
•	36.	Date Palm Drive to Santoro Drive	35
	<b>37.</b>	Santoro Drive to Da Vall Road	35
Palm Drive	38.	Interstate 10 to Varner Road	60
Perez Road	39.	East Palm Canyon Dr. to Cathedral Canyon Dr.	40
	40.	Cathedral Canyon Dr. to Date Palm Dr.	40
Plumley Road	41.	Dave Kelly Road to Dinah Shore Drive	35
-	42.	Dinah Shore Drive to 35 <sup>th</sup> Avenue	35
	43.	35 <sup>th</sup> Avenue to Gerald Ford Drive	35
Ramon Road	44.	West City Limits to Cathedral Canyon Dr.	40
	45.	Cathedral Canyon Drive to Date Palm Drive	40
	46.	Date Palm Drive to Neuma Drive	50
	47.	Neuma Drive to East City Limits	50
San Antonio Drive	48.	San Mateo Drive to Mission Drive	25
San Luis Rey Drive	49.	Mission Drive to Ramon Road	35
Tachevah Drive	<b>50</b> .	Landau Boulevard to Date Palm Drive	25
Varner Road	51.	West City Limits to Date Palm Drive	55
	<b>52.</b>	Date Palm Drive to East City Limits	55
Vista Chino Drive	53.	West City Limits to Landau Boulevard	50
	54.	Landau Boulevard to Date Palm Drive	50
30 <sup>th</sup> Avenue	<b>55.</b>	Landau Boulevard to Avenida Maravilla	35
	56.	Avenida Maravilla to Date Palm Drive	35
	<b>57.</b>	Date Palm Drive to Da Vall Drive	40
33 <sup>rd</sup> Avenue	58.	Cathedral Canyon Drive to Date Palm Drive	30
35ւհ Avenue	59.	Date Palm Drive to Plumley Road	25

SECTION 2. This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION 3. Posting. The City Clerk shall within fifteen (15) days after the passage of this Ordinance, cause it to be posted in at least the 3 public places designated by resolution of the City Council; shall certify to the adoption and posting of this Ordinance; and shall cause this Ordinance and it's certification, together with proof of posting, to be entered in the book of Ordinances and the Municipal Code of this City.

	dopted at a regular meeting of the City Council of, by the following vote:
Ayes:	
Noes:	
Absent:	Stan Henry, Mayor
Attest:	
Gary Howell, City Clerk	
Approved as to Form:	Approved as to Content:
Charles R. Green, City Attorney	John Corella, City Engineer
Approved:	
Charlie McClend	lon, City Manager



## Cathedral City

## **Agenda Report**

File #: 2015-259 Item No: 3.H.

City Council

**MEETING DATE: 7/22/2015** 

#### TITLE:

Extension of the Materials Testing contract with Landmark Consultants and the Survey Services contract with MSA Consulting

#### FROM:

Pat Milos, Community Development Director

#### **RECOMMENDATION:**

Staff recommends the City Council authorize extension of the Professional Services Agreements with Landmark Consultants and MSA Consulting through June 30, 2016

## **BACKGROUND:**

Having professional service firms available to provide as-needed services allows staff to schedule services only as required for a specific project, resulting in lower costs and more useable data. The two firms have each invoiced less than \$12,000 annually for these services. Since most of the services were grant eligible, City costs are minimal.

#### **DISCUSSION:**

Landmark Consultants and MSA Consulting have been providing as-needed services for CIP projects for the last two years. Extending their contracts through June 30, 2016 will allow staff to continue working with the same contractors through the life of existing projects such as Date Palm Drive I-10 to Varner Road and the Ortega Road Sidewalk, Safe Routes to Schools projects.

Since this extension will be the third year for these contracts, new RFP's will be issued in 2016 for services in fiscal year 2017 to re-establish the competitive process for these services.

#### **FISCAL IMPACT:**

Using the hourly rates and unit prices from the existing agreements, staff will negotiate Task Orders for each type of service required for a project. Many Task Orders will be grant eligible, others will be funded by local share moneys. Total costs and funding sources for Task Orders prepared under the as-needed contracts will be identified and approval from Finance will be obtained prior to issuance of a Notice to Proceed.

File #: 2015-259 Item No: 3.H.

## ATTACHMENTS: None



## Cathedral City

## **Agenda Report**

File #: 2015-260 Item No: 3.1.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

2015-2016 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant

FROM:

George Crum, Police Chief

#### **RECOMMENDATION:**

Staff recommends the City Council accept the California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of \$94,096.00.

#### **BACKGROUND:**

Recognizing the needs of the community for additional traffic safety and enforcement opportunities, the Cathedral City Police Department applied to the California Office of Traffic Safety (OTS) for a Selective Traffic Enforcement Program (STEP) Grant. The purpose of the STEP Grant is to reduce the number of persons killed and injured in traffic collisions involving alcohol and other primary collision factors utilizing "best practice" enforcement and educational strategies.

#### **DISCUSSION:**

The OTS STEP Grant is a one year grant funding opportunity, starting on October 1st, 2015 and ending on September 30th, 2016. The grant funding will cover personnel overtime costs to conduct various safety and enforcement operations, including DUI saturation patrols, warrant service operations, stakeout operations, a "Hot Sheet" Program, educational presentations, and court stings. The program will concentrate on primary collision factors, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic collisions, and special enforcement operations encouraging pedestrian and motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. The Department plans to conduct approximately 54 operations during the course of the grant period in an effort to bring more attention to the issues of traffic safety within the community.

#### **FISCAL IMPACT:**

There is no financial impact to the General Fund. The Grant funding covers the overtime costs of the personnel involved in the various operations not to exceed \$94,096.00 during the grant period.

File #: 2015-260 Item No: 3.I.

ATTACHMENTS: OTS STEP Grant (PT1655)

**GRANT AGREEMENT - Page 1** 

OTS-38 (Rev. 4/15)

1.	GRANT TITLE		
	SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP)		
2.	Name of Agency Cathedral City	4. GRA	ANT PERIOD
3.	AGENCY UNIT TO ADMINISTER GRANT CATHEDRAL CITY POLICE DEPARTMENT		10/1/15 9/30/16
	CATHEDRAL CITY POLICE DEPARTMENT	To:	9/30/16

#### GRANT DESCRIPTION

To reduce the number of persons killed and injured in traffic crashes involving alcohol and other primary collision factors, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, warrant service operations, stakeout operations, a "HOT Sheet" program, educational presentations, and court stings. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

#### FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED:

\$ 94,096.00

- TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
  - Schedule A (OTS-38b) Problem Statement, Goals and Objectives and Method of Procedure
  - Schedule B (OTS-38d) Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
  - Schedule B-1 (OTS-38f) Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A -Certifications and Assurances
  - Exhibit B\* OTS Grant Program Manual

\*Items shown with an asterisk (\*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

	*
8. APPROVAL SIGNATURES	
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF AGENCY
NAME: Dane Dickson PHONE: 7607700313	NAME: George Crum PHONE: 7607700310
TITLE: Sergeant	TITLE: Chief of Police
FAX:	FAX:
ADDRESS: 68700 Avenida Lalo Guerrero	ADDRESS: 68700 Avenida Lalo Guerrero
Cathedral City, CA 92234	Cathedral City, CA 92234
E-MAIL: ddickson@cathedralcity.gov	E-MAIL: gcrum@cathedralcity.gov
,	
(Signature) (Date)	(Signature) (Date)
C. FISCAL OR ACCOUNTING OFFICIAL	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS
NAME: Tami Scott PHONE: 7607700354	NAME: Finance Department
TITLE: Admin Services Director FAX:	ADDRESS: 68700 Avenida Lalo Guerrero
ADDRESS: 68700 Avenida Lalo Guerrero	Cathedral City, CA 92234
Cathedral City, CA 92234	Catheurar City, CA 32254
<b>*</b>	9. DUNS NUMBER
E-MAIL: tscott@cathedralcity.gov	Duns #: 614150373
	REGISTERED 68700 Avenida Lalo Guerrero
	ADDRESS &
(Signature) (Date)	Z <sub>IP</sub> : Cathedral City, CA 92234-1208

# SCHEDULE B DETAILED BUDGET ESTIMATE GRANT NO. PT1655

	CATALOG	FUND	TOTAL
FUND NUMBER	NUMBER (CFDA)	DESCRIPTION	AMOUNT
		Minimum penalties for repeat offenders for	
164 AL	20.608	driving while intoxicated	49,312.00
402 PT	20.600	State and community highway safety	44,784.00

COST CATEGORY	FIS	SCA	L YEAR ESTIMATES		THE COST
A. PERSONNEL COSTS	CFDA	CFDA 10/1/15 - 9/30/16			TAL COST O GRANT
Positions and Salaries		$\vdash$			
<u>Overtime</u>					
DUI Saturation Patrol Operations	20.608	\$	35,754.00	\$	35,754.00
Warrant Service Operations	20.608	\$	5,264.00	\$	5,264.00
Stakeout Operations	20.608	\$	1,616.00	\$	1,616.00
DUI Motorcycle Operations	20.608	\$	2,032.00	\$	2,032.00
Benefits @ 10.40%	20.608	\$	4,646.00	\$	4,646.00
Traffic Enforcement Operations	20.600	\$	16,160.00	\$	16,160.00
Distracted Driving Enforcement Operations	20.600	\$	9,696.00	\$	9,696.00
Motorcycle Safety Enforcement Operations	20.600	\$	3,232.00	\$	3,232.00
Night-time Click It or Ticket	20.600	\$	1,616.00	\$	1,616.00
Pedestrian Safety Enforcement Operations	20.600	\$	4,848.00	\$	4,848.00
Benefits @ 10.40%	201.600	\$	3,698.00	\$	3,698.00
Category Sub-Total		\$	88,562.00	\$	88,562.00
B. TRAVEL EXPENSE		***************************************		·	
In-State	20.600	\$	5,534.00	\$	5,534.00
Category Sub-Total		\$	5,534.00	\$	5,534.00
C. CONTRACTUAL SERVICES					11.34
		\$	-	\$	
Category Sub-Total		\$	-	\$	-7
D. EQUIPMENT					
0.1.00.1.1					
Category Sub-Total		\$	= 1	\$	-
E. OTHER DIRECT COSTS					
C-t		\$	-	\$	_
Category Sub-Total		\$	-	\$	*
F. INDIRECT COSTS	1	Ι φ			
None Cotogony Sub Total	-	\$		\$	-
Category Sub-Total		5/27//	04.006.00		04.006.00
GRANT TOTAL		\$	94,096.00	\$	94,096.00

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#### 1. PROBLEM STATEMENT

Cathedral City has a traffic problem. In 2012, Cathedral City experienced severe budgetary problems, requiring the Police Department to cut approximately 20% of its operating budget. As a result, 29 positions within the Department, including 10 sworn police officers, were laid off or eliminated. By August, the Department's Traffic Unit, which consisted of a Sergeant and two Motor Officers, was eliminated. The Police Department was suddenly unable to provide necessary proactive traffic enforcement strategies after a highly productive enforcement year in which the City only experienced three fatal collisions, and an almost 50% decrease in alcohol related injury collisions from the previous year.

In the year following the elimination of the Traffic Unit, the fatal collision rate in the City increased approximately 160% from 3 in 2012 to 8 in 2013. Pedestrian deaths comprised over 62% of total fatal collisions with 5, and pedestrian related injury collisions have more than doubled from 2011. Bicycle-related injury collisions have increased 150%, and injury traffic collisions with an alcohol/drug related PCF have gone up almost 32%. The number one complaint from the community is traffic. The local media has run several stories about the high number of fatal and injury traffic collisions, and what strategies the Police Department is employing to address the issue.

Over the past ten years, Cathedral City has been one of the fastest growing cities in the Coachella Valley. Cathedral City has successfully annexed large parcels of land along the Interstate 10 corridor in the north end of the City, increasing the size of the City from 12 square miles in 2006 to currently 55 square miles. Cathedral City's permanent population has surpassed 55,000 people, making it the second largest city in the Coachella Valley with the expectation that the City and its population will continue to grow with increased development in the annexed areas. The City also experiences a seasonal population increase of approximately 15,000 residents from other areas of the United States and Canada, and is also home to several thousand undocumented residents and workers from Mexico and Central America. With the passage of AB60 into law, many of these individuals will now be able to acquire driver's licenses, which will add a large number of new drivers valley-wide.

According to Coachella Valley Associated Governments (CVAG) biannual survey of traffic volumes throughout the Valley, the recorded Average Daily Traffic (ADT) count for major roadways in Cathedral City for 2013 was 194,689 vehicles per day, which is up 1.5% from the last survey. This may not seem like a large jump, but what is not apparent in the survey results is that two of the major roadways in which much of that traffic is counted were under heavy construction for months, which detoured a large amount of traffic around the City via alternate routes. The 2015 CVAG Traffic Survey should be a more accurate representation of traffic volumes within Cathedral City, and the number is expected to be approximately 6-8% higher, which equates to an additional 4 million vehicles per year passing through the City.

With increased commercial and residential development, comes increased population and traffic related issues: higher traffic volumes, increased numbers of bicyclists and pedestrians using the roadways, increased collision rates, and higher rates of traffic complaints from the community for primary collision factor (PCF) moving violations. As the City grows, so do the needs of the Department to address traffic. The Department is currently working on implementing two motor officers by March of 2015 to address the increasing traffic issues identified above.

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#### A. Traffic Data Summary:

Collision Type		20	)12		2013				2014				
	Coll	isions	Vic	etims	Coll	isions	Vic	etims	Coll	lisions	ons Victim		
Fatal		3		3		8		8		5		5	
Injury	1	00	1	34	9	90	1	17	114		152		
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	
Alcohol – Involved	1	10	1	14	1	13	1	14	0	10	0	10	
Hit & Run	0	10	0	13	1	9	1	11	1	6	1	6	
Nighttime (2100-0259 hours)	1	10	1	16	0	14	0	17	1	22	1	34	
	T	op 3 Pri	mary (	Collision	Factor	rs.			Fatal	Injury	Killed	Injured	
#1 -	CVC 22350								2	27	2	33	
#2 -	# <b>2</b> - CVC 22107								0	26	0	36	
#3 -	CVC	21453		0	10	0	17						

#### 2. Performance Measures

#### A. Goals:

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) To reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) To reduce the number of motorcyclists killed in traffic collisions.
- 10) To reduce the number of motorcyclists injured in traffic collisions.

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- 11) To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 12) To reduce the number of motorcyclists injured in alcohol-involved collisions.
- 13) To reduce hit & run fatal collisions.
- 14) To reduce hit & run injury collisions.
- 15) To reduce nighttime (2100 0259 hours) fatal collisions.
- 16) To reduce nighttime (2100 0259 hours) injury collisions.
- 17) To reduce the number of bicyclists killed in traffic collisions.
- 18) To reduce the number of bicyclists injured in traffic collisions.
- 19) To reduce the number of pedestrians killed in traffic collisions.
- 20) To reduce the number of pedestrians injured in traffic collisions.

#### B. Objectives:

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 2 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 3) To send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 4) To send 2 law enforcement personnel to the IACP Drug Recognition Expert (DRE) training.
- 5) To send 1 law enforcement personnel to the IACP Drug Recognition Expert (DRE) Recertification training.
- 7) To conduct 24 DUI Saturation Patrol operation(s).
- 8) To conduct 2 Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.

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- 9) To conduct 2 Stakeout operation(s) that employ police officers to observe the "worst of the worst" repeat DUI offender probationers with suspended or revoked driver licenses.
- 10) To conduct 2 highly publicized Motorcycle Safety DUI Saturation Patrol operation(s) in areas or during events with motorcycle incidents or collisions resulting from DUI drivers/motorcyclists.
- 11) To conduct 12 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 12) To conduct 6 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 13) To conduct 2 highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.
- 14) To conduct 1 Night-time (2100 0259 hours) Click It or Ticket enforcement operation(s).
- 15) To conduct 3 highly publicized enforcement operation(s) in areas of or during events with a high number of bicycle and/or pedestrian collisions resulting from violations made by bicyclists, pedestrians, and drivers.
- 16) To participate in and collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.
- 17) To participate in and collect and report data for the National Distracted Driving Awareness Month in April.
- 18) To participate in and collect and report data for the NHTSA Click It or Ticket mobilization period in May.
- 19) To participate in the National Bicycle Safety Month in May.
- 20) To collaborate with the county's Avoid Lead Agency by: participating in all planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.

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**NOTE**: Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.

**NOTE:** To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.

#### 3. METHOD OF PROCEDURE

## A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

#### Media Requirements

• Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a>, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

#### B. Phase 2 - Program Operations (Throughout Grant Year)

• The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

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#### Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
  - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
  - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at <u>pio@ots.ca.gov</u> and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at <u>pio@ots.ca.gov</u> and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

## C. Phase 3 - Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

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- Reports will compare actual grant accomplishments with the planned accomplishments. They will
  include information concerning changes made by the Grant Director in planning and guiding the
  grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

#### 4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### 5. ADMINISTRATIVE SUPPORT

This program	ı has full	support	of Cathedral	City.	Every	effort	will	be made	to	continue	the a	ctivities	after the
grant conclus	sion.												

#### BUDGET NARRATIVE

Page 1

#### PERSONNEL COSTS

#### **Overtime**

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Reserve Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$58.79/hour to \$82.79/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

## **Overtime Benefit Rates**

8.50%
1.45%
0.45%
10.40%

### TRAVEL EXPENSE

#### In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers conference. All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

#### CONTRACTUAL SERVICES

None

#### **EQUIPMENT**

None

#### **OTHER DIRECT COSTS**

None

#### **INDIRECT COSTS**

## SCHEDULE B-1

## GRANT No. PT1655

BUDGET NARRATIVE	Page 2
None	
PROGRAM INCOME	
There will be no program income generated from this grant.	
	2

#### CERTIFICATIONS AND ASSURANCES

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

#### NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age: (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

#### **CERTIFICATIONS AND ASSURANCES**

Page 2

#### **BUY AMERICA ACT**

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

#### POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

#### CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **CERTIFICATIONS AND ASSURANCES**

Page 3

#### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

- 1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
- 6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

#### CERTIFICATIONS AND ASSURANCES

Page 4

eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

## **Instructions for Lower Tier Certification**

- 1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

#### **CERTIFICATIONS AND ASSURANCES**

Page 5

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATIONS AND ASSURANCES

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier		
Covered Transactions:		
1.	The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.	
2.	Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.	



## Cathedral City

## **Agenda Report**

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Second Reading of an Ordinance Regulating Single Use Carryout Plastic Bags.

FROM:

Pat Milos, Community Development Director

#### RECOMMENDATION:

Staff recommends the City Council conduct second reading and approve the attached ordinance regulating single use carryout plastic bags.

#### **BACKGROUND:**

As the City Council may recall, the California Legislature previously enacted a ban on the use of reusable plastic bags and imposed a requirement that customers be charged a minimum of 10 cents for paper bags in stores. However, a subsequent initiative petition relating to that matter has been placed on the November, 2016, statewide ballot and the statute has been placed on hold pending the election.

At the City Council's May 27, 2015, meeting, staff presented ordinances from the cities of Desert Hot Springs, Palm Springs, Palm Desert, and Indio, each of which implement the same ban proposed under the State law, but at the local level. The City Council subsequently directed that an ordinance based on those of the other local cities be prepared and brought back to the City Council for consideration. The proposed ordinance is substantively identical to that enacted in Palm Springs, and differs only very slightly from those enacted in the other three cities.

#### **DISCUSSION:**

The proposed ordinance contains the following provisions:

A finding that single use plastic bags are a public nuisance, harming quality of life and tourism.

File #: 2015-264 Item No: 3.J.

Single use plastic bags are prohibited.

Recycled paper bags may be provided to customers at a charge of at least 10 cents, and the charge must be listed separately on the sales receipt. Stores must keep records of the total number of paper bags provided, the total amount of monies collected for providing recycled paper bags, and a summary of any efforts the store has made to promote the use of recyclable bags by customers in the prior calendar year.

Stores may provide recycled paper bags or reusable bags to persons participating in certain programs under welfare or WIC programs at no cost.

The prohibitions apply to all stores within the City as defined, but not to restaurants or nonprofit charitable reusers. The ordinance also prohibits the distribution of single-use plastic bags at any City facility, City-managed concession, City-sponsored event, or City-permitted event.

Single use plastic bags may continue to be distributed by food providers for the purpose of safeguarding health and safety during the transport of prepared takeout foods and liquids intended for consumption away from the food provider's premises.

Single use plastic bags do not include bags without handles provided to the customer (1) to transport produce, bulk food, or meat from a produce, bulk food, or meat department within a store to the point of sale; (2) to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a Reusable Bag or Recycled Paper Bag.

Violations are subject to the same penalties as violations of any other provision of the Municipal Code-namely, administrative fines and/or infraction citations.

Customers may use any bags that they bring to the store themselves.

The proposed ordinance as drafted will go into effect in two stages. These two stages are the same two stages used to implement each of the other four local cities' ordinances.

The ordinance will go into effect six months after its second reading for Category 1 and 2 stores, defined as follows:

Category 1: A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, that sells a line of dry grocery, canned goods, or nonfood items and some perishable items.

Category 2: A store of at least 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5

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(commencing with Section 7200) of Division 2 of the Revenue and Taxation Code).

The ordinance will go into effect in twelve months after its second reading for Category 3 and 4 stores, defined as follows:

Category 3: A drug store, pharmacy, supermarket, grocery store, convenience food store, foodmart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods, including those stores with a Type 20 or 21 license issued by the Department of Alcoholic Beverage Control.

Category 4: A store of less than 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to, clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code).

#### **FISCAL IMPACT:**

Unknown but likely minimal enforcement costs

#### **ATTACHMENTS:**

Proposed Ordinance

#### ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY ADDING CHAPTER 5.84, "USE OF SINGLE-USE CARRYOUT PLASTIC BAGS" TO THE CATHEDRAL CITY MUNICIPAL CODE

WHEREAS, the City Council has determined that a regulatory program that limits the use of single-use carryout plastic bags will reduce the amount of pollution and improve the quality of life for the citizens of the City of Cathedral City.s.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

#### Section 1. RECITALS

The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. ADDITION OF CHAPTER 5.84, "USE OF SINGLE-USE CARRYOUT PLASTIC BAGS," TO CATHEDRAL CITY MUNICIPAL CODE

Cathedral City Municipal Code Chapter 5.84, "Use of Single-Use Carryout Plastic Bags," shall be added to read as follows:

### <u>CHAPTER 5.84</u> USE OF SINGLE-USE CARRYOUT PLASTIC BAGS

- 5.84.010 Findings and Purpose.
- 5.84.020 Definitions.
- 5.84.030 Single-Use Carryout Plastic Bags Prohibited.
- 5.84.040 Permitted Bags.
- 5.84.050 Carryout Bag Regulations.
- 5.84.060 Exemptions.
- 5.84.070 Penalties and Enforcement.

#### 5.84.010 Findings and Purpose.

- A. The City Council of the City of Cathedral City finds and determines that the City is committed to protecting the public health, safety, welfare, and environment, and the adoption of the regulatory program provided in this Chapter will help achieve these goals and promote the public purposes served by this Chapter.
- B. The City Council finds that a regulatory program that limits the use of Single-use Carryout Plastic Bags will reduce the amount of pollution and improve the quality of life for the

citizens of City of Cathedral City.

- C. The City Council finds that, except in unusual circumstances, it is feasible and reasonable for parties who provide Single-use Carryout Plastic Bags to reasonably transition to paper bags where consumers are charged for paper bag use.
- D. The City of Cathedral City recognizes that plastic bags are a public nuisance and affect public health and impact tourism and quality of life of residents and visitors in the City of Cathedral City.

5.84.020 Definitions.

"Customer" means any Person obtaining goods from a Store.

"Nonprofit Charitable Reuser" means a charitable organization, as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or division of the charitable organization, that reuses and recycles donated goods or materials and receives more than fifty percent (50%) of its revenues from the handling and sale of those donated goods or materials.

"Operator" means the person in control of, or having the responsibility for, the operation of a Store, which may include, but not be limited to, the owner of the Store.

"Paper Bag Cost Pass-Through" means the cost which must be collected by retailers from their customers when providing a Recycled Paper Bag.

"Pharmacy" means any retail store, where prescriptions, medications, controlled or over the counter drugs, personal care products or health supplement goods or vitamins are sold, but excluding any licensed pharmacy located within a hospital.

"Prepared Food" means foods or beverages which are prepared on the premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed. Prepared Food does not include any raw, uncooked meat product or fruits or vegetables which are chopped, squeezed, or mixed.

"Produce bag" or "product bag" means any bag without handles used exclusively to carry produce, meats, or other food items to the point of sale inside a store or to prevent such food items from coming into direct contact with other purchased items.

"Public Eating Establishments" means a restaurant, take-out food

establishment, or any other business that receives ninety percent (90%) or more of its revenue from the sale of Prepared Food to be eaten on or off its premises.

"Recycled Paper Bag" means a paper bag provided at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment that contains no old growth fiber and a minimum of forty percent (40%) post-consumer recycled content; is one hundred percent (100%) recyclable; and has printed in a highly visible manner on the outside of the bag the words "Reusable" and

"Recyclable," the name and location of the manufacturer, and the percentage of post-consumer recycled content. The Recycled Paper Bag is capable of composting, consistent with the timeline and specifications of the American Society of Testing and Material (ASTM) Standard Specification for Compostable Plastics D6400, as published in September 2004.

"Retail Establishment" means any commercial establishment that sells perishable or nonperishable goods including, but not limited to, clothing, food, and personal items directly to the Customer; and is located within or doing business within the geographical limits of the City of Cathedral City. Retail Establishment does not include Public Eating Establishments or Nonprofit Charitable Reusers.

"Reusable Bag" means a bag that has handles that is specifically designed and manufactured for multiple reuse and meets all of the following requirements: (1) is machine washable or is made of material that can be cleaned or disinfected; (2) has a minimum lifetime of one hundred twenty-five (125) uses, which for purposes of this subsection, means the capability of carrying a minimum of twenty-two (22) pounds one hundred twenty-five (125) times over a distance of at least one hundred seventy-five (175) feet; (3) if made of a plastic, it must be at least two and one-quarter (2.25) mil thick; (4) does not contain lead, cadmium, or any other heavy metal in toxic amounts, as defined by applicable State and Federal standards and regulations for packaging or reusable bags.

"Single-Use Carryout Plastic Bag" means a bag other than a Reusable Bag provided at the check stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment. Single-Use Carryout Plastic Bags do not include bags without handles provided to the Customer (1) to transport produce, bulk food, or meat from a produce, bulk food, or meat department within a Store to the point of sale; (2)

to hold prescription medication dispensed from a pharmacy; or (3) to segregate food or merchandise that could damage or contaminate other food or merchandise when placed together in a Reusable Bag or Recycled Paper Bag.

"Store" means any of the following categories of retail establishments located within the City limits of the City of Cathedral City:

Category 1: A full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, that sells a line of dry grocery, canned goods, or nonfood items and some perishable items;

Category 2: A store of at least 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code); or

Category 3: A drug store, pharmacy, supermarket, grocery store, convenience food store, foodmart, or other entity engaged in the retail sale of a limited line of goods that includes milk, bread, soda, and snack foods, including those stores with a Type 20 or 21 license issued by the Department of Alcoholic Beverage Control; or

Category 4: A store of less than 10,000 square feet of retail space that sells any perishable or non-perishable goods including, but not limited to, clothing, food, or personal items, and generates sales or use tax pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Part 1.5 (commencing with Section 7200) of Division 2 of the Revenue and Taxation Code).

The term "Store" does not include Public Eating Establishments or Nonprofit Charitable Reusers.

5.84.030 Single-Use Carryout Plastic Bags Prohibited.

- A. No Store shall provide to any customer a Single-Use Carryout Plastic Bag.
- B. This prohibition applies to bags provided for the purpose of carrying away goods and does not apply to produce bags or product bags.

5.84.040 Permitted Bags.

All Stores shall provide or make available to a customer only Recyclable paper carryout bags or reusable bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this Chapter. Nothing in this Chapter prohibits customers from using bags of any type that they bring to the Store themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the Store.

### 5.84.050 Carryout Bag Regulations.

- A. No Store shall provide a Single-Use Carryout Plastic Bag to a customer, at the check stand, cash register, point of sale, or other point of departure for the purpose of transporting food or merchandise out of the establishment except as provided in this Section.
- B. No person shall distribute a Single-Use Carryout Plastic Bag at any City facility, City-managed concession, City-sponsored event, or City-permitted event unless otherwise provided in this Section.
- C. Single-use Carryout Plastic Bags may be distributed to customers by food providers for the purpose of safeguarding health and safety during the transportation of prepared take-out foods and liquids intended for consumption away from the food provider's premises.
- D. A Store shall make Recycled Paper Bags available to Customers for a minimum charge of ten cents (\$.10) per bag. The sale of each bag shall be separately itemized on the sale receipt.
- E. All Stores must keep records of the total number of Recycled Paper Bags provided; the total amount of monies collected for providing Recycled Paper Bags, and a summary of any efforts a Store has undertaken to promote the use of reusable bags by customers in the prior calendar year. Such records must be made available for the City Manager to review at any time. These records may be kept at the retailer's corporate office.

### 5.84.060 Exemptions.

A Store may provide a Customer participating in the California Special Supplemental Food Program for Women, Infants, and Children pursuant to Article 2 (commencing with Section 123275) of Chapter 1 of Section 2 of Division 106 of the Health and Safety Code; and a Customer participating in the Supplemental Food Program pursuant to Chapter 10 (commencing with Section 15500) of Part 3 of Division 9 of the California Welfare and Institutions Code, with one (1) or

### more Recycled Paper Bags or Reusable Bags at no cost.

### 5.84.070 Penalties and Enforcement.

- A. The City Manager is authorized to promulgate rules and regulations regarding the interpretation, implementation, and enforcement of this Chapter and to take any and all actions reasonable and necessary to enforce this Chapter.
- B. Failure to comply with any provision of this Chapter may be addressed by any of the remedies set forth in Title 13 of this code, or via any other remedy available at law or in equity.

### Section 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 4. AMENDING OF BAIL SCHEDULE

The City Attorney's Office is hereby directed to determine whether this ordinance necessitates amendment of the City's Bail Schedule and to cause such necessary amendments to be made and filed with the local branches of the Superior Court of the County of Riverside.

### Section 5. EFFECTIVE DATE

The provisions of this ordinance shall become operative six (6) months after its effective date for Categories 1 and 2 Stores and for at any City facility, City-managed concession, City-sponsored event, or City-permitted event, and shall become operative twelve (12) months after its effective date for Category 3 and 4 stores. For purposes of this effective date, Category 1, 2, 3, and 4 stores are as defined in Cathedral City Municipal Code section 5.84.020 as adopted by this ordinance.

### Section 6. CITY ATTORNEY REVIEW

The City Attorney prepared and framed this ordinance pursuant to Section 1.04.010 of the Municipal Code and finds that the City Council has the authority to adopt this ordinance, that the ordinance is constitutionally valid and that the ordinance is consistent with the general powers and purposes of the City as set forth in Section 1.04.031 of the Municipal Code.

# Section 7. EXECUTION AND CERTIFICATION

The City Clerk shall certify tand shall cause the same to be pub	to the passage of this Ordinance lished according to law.
The foregoing Ordinance was and of the City Council held on following vote:	oproved and adopted at a meeting, 2015 by the
Ayes: Noes: Abstain: Absent:	
	Stan Henry, Mayor
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	

Charles R. Green, City Attorney

### **Tracey Martinez**

From: Stan Henry

**Sent:** Tuesday, June 09, 2015 8:32 PM **To:** Laura Peralta; Tracey Martinez

Cc: Greg Pettis; John Aguilar; Mark Carnevale; Shelley Kaplan; Gary Howell; Tracey Martinez;

Josie Meza

Subject: Re: Single-Use Carryout Bag Ordinance

Attachments: image002.jpg

Ms. Peralta,

Thank you for your email, I am forwarding it to our a City Clerk so it cam become part of the official record.

Thank you,

Stan Henry Sent from my iPhone

On Jun 9, 2015, at 7:55 PM, Laura Peralta < LPeralta@CAGrocers.com > wrote:

Dear Mayor Henry,

On behalf of the California Grocers Association, I write to applaud the City of Cathedral City for considering regulating the use of single-use carryout bags. In 2014 the Coachella Valley Association of Governments (CVAG) approved a regional model for the regulation of single-use carryout bags to ensure consistency among jurisdictions that wish to implement the policy in the Coachella Valley. Grocery industry experience has shown that this type of carryout bag ordinance maximizes environmental gain and minimizes impacts to businesses.

The California Grocers Association is a non-profit, statewide trade association representing the food industry since 1898. CGA represents approximately 500 retail member companies operating over 6,000 food stores in California and Nevada, and approximately 300 grocery supplier companies. Retail membership includes chain and independent supermarkets, convenience stores and mass merchandisers. CGA members include numerous grocery companies operating throughout Burbank.

The model of banning single-use plastic bags and allowing recyclable paper bags for a charge has shown to encourage reusable bag use, provide consumers no-cost and low-cost carryout options, and minimize operational and financial impacts to retailers. Over 100 California jurisdictions have passed this type of ordinance successfully including Palm Springs, Desert Hot Springs and the City and County of Los Angeles.

By banning single-use plastic bags and placing a charge on single-use paper bags consumers are encouraged to use reusable bags while still retaining a choice at checkout. Since passing a similar ordinance in 2010, Los Angeles County has seen all single-use bag consumption reduced by more than 90 percent. They also found that consumers quickly adapted and businesses felt minimal impact.

Experience has shown after implementation of an ordinance which bans single-use plastic bags and places a charge on single-use paper bags few consumers choose to pay for a single-use paper bag. Grocery industry experience shows the use of reusable bags or no bag at all by consumers increases from less than 15% before ordinance implementation to over 75% immediately after implementation. Within the first year the rate of reusable bag use by consumers rises above 90%.

In jurisdictions which chose to partially regulate carryout bags by only banning single-use plastic bags grocers have experienced dramatic cost increases. Without regulating all single-use carryout bags consumers are not encouraged to use reusable bags and instead simply switch from one type of single-

use bag to another single-use bag which provides no environmental benefit and increases operational costs for retailers.

It is important to recognize the significant price differential between plastic bags (\$0.01) and paper bags (\$0.06 to over \$0.012). When San Francisco chose to only regulate single-use plastic bags consumers switched to using single-use paper bags. This consumer reaction cost an average San Francisco grocery store \$80,000 dollars per store per year.

As an industry which averages a 1% profit margin an unnecessary regulatory cost increase in the tens of thousands of dollars can determine the success of a store. It is important to note that the City of San Francisco, along with other jurisdictions, have amended their original ordinances which only banned single-use plastic bags to now include a charge on single-use paper bags.

We believe it is critical neighboring jurisdictions adopt similar carryout bag ordinances in order avoid a patchwork of regulation. Industry experience has shown inconsistent regulation confuses consumers and creates competitive disadvantages for retailers operating near neighboring jurisdictions, as well as for retailers with multiple store locations in different jurisdictions. CVAG has approved a draft ordinance that serves as a guide and provides regional consistency to cities in the Coachella Valley interested in regulating the issue.

Again, we applaud Cathedral City for considering this important issue and we urge you to move forward with the CVAG-recommended approach to regulate carryout bags. Thank you for your consideration of the ordinance and please consider CGA a partner as you encourage reusable bag use.

Sincerely,

#### Laura V. Peralta

Director Local Government Relations, Southern California CA Grocers Association
1020 N. Lake Street | Burbank, CA 91502
Tel: (818) 841-8640 | <u>Iperalta@cagrocers.com</u>
www.cagrocers.com

### <image002.jpg>

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<Cathedral City Carryout Bag LTR 6.09.15.pdf>



# Cathedral City

# **Agenda Report**

File #: 2015-265 Item No: 3.K.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Second Reading of an Ordinance Regarding Massage Establishments

FROM:

Pat Milos, Community Development Director

### RECOMMENDATION:

Staff recommends the City Council provide second reading and approve the attached ordinance regarding Massage establishments.

### **BACKGROUND:**

At the May 27, 2015, City Council meeting, staff presented an ordinance which would have made numerous revisions to the City's massage ordinance. After reviewing the matter and hearing comments from the public, the City Council directed that only the portion of the ordinance relating to background checks be brought back for further consideration.

Over the past year and a half, several massage establishments have closed after criminal activity was uncovered, including prostitution. In one instance, immediately after the establishment was closed another party applied to open a new massage establishment in the same location.

Other jurisdictions have reported that sometimes the true owner of a massage establishment may arrange for another person to register as the owner of the establishment. If the facility is shut down for prostitution, the true owner will simply have another person obtain a business license and continue illegal operations at the same location.

The proposed ordinance was introduced and received first reading on June 10, 2015.

### **DISCUSSION:**

This ordinance will require a background check for any party wishing to open a massage establishment in the same location where another establishment has been closed due to criminal

activity in the previous year. The applicant will be required to pay for the background check.

In the event that the background check uncovers information that leads the City to believe that the new proposed owner would not comply with applicable laws and regulations relating to massage establishments, other provisions already in the Municipal Code would allow the City Manager or designee to deny the business license application following a due process hearing.

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

Proposed ordinance

### ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING CHAPTER 5.33, "MASSAGE THERAPY PERMITS" OF TITLE 5, "BUSINESS REGULATIONS" OF THE CATHEDRAL CITY MUNICIPAL CODE

WHEREAS, the City of Cathedral City ("City") has recently uncovered illegal activity occurring at multiple massage therapy establishments within the City; and

WHEREAS, the City anticipates and wishes to avoid massage therapy establishments from re-opening in the same location and conducting the same illegal activity shortly after closure; and

WHEREAS, the City's Municipal Code currently lacks the ability to regulate the re-opening of the same type of business in the same location for a specified amount of time after such establishment has closed due to criminal activity; and

WHEREAS, the City Council anticipates that certain massage therapy establishments may attempt to re-open in the same location after the City has worked to close them, and may continue to conduct the same illegal; and

WHEREAS, the City Council wishes to balance and protect the rights of commercial property owners and other innocent parties in order to ensure that they are not inadvertently punished for the conduct of unscrupulous massage establishments; and

WHEREAS, the City Council desires to enact a regulation to require a new massage therapy establishment to undergo a background check if the new establishment seeks to open in the same location as any other massage establishment that was closed due to criminal activity during the past year. necessary to protect the health and safety of the general public.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

### Section 1. RECITALS

The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. ADDING SECTION 5.33.045, "RESTRICTION ON SAME LOCATION AFTER CLOSURE DUE TO CRIMINAL ACTIVITY", TO CHAPTER 5.33 "MASSAGE THERAPY PERMITS" TO THE CATHEDRAL CITY MUNICIPAL CODE

Cathedral City Municipal Code Section 5.33.045 shall be added to Chapter 5.33 of the Municipal Code and shall include the following:

# Section 5.33.045 Restriction on same location after closure due to criminal activity.

Notwithstanding any other provision of this Code to the contrary, when a massage establishment has been closed due to criminal activity, any new massage establishment wishing to open in the same location, the following provisions shall apply:

- A) As part of the business license application process, the applicant and the on-site manager, if different from the applicant, shall be required to undergo a background check.
- B) This provision shall apply to all business license applicants who wish to open a massage establishment in a location subject to this Section, including both persons who possess a valid certification recognized by the state pursuant to Chapter 10.5 of Division 2 of the California Business and Professions Code and persons who do not possess such certification.
- C) The background check required under this chapter shall be conducted in the same manner as background checks conducted pursuant to Section 5.33.110(D). The applicant shall be required to complete all the same processes as if he or she were applying for a massage establishment permit pursuant to Section 5.33.110.
- D) The applicant shall be required to pay all fees for the background check as required pursuant to Section 5.33.110(F).

### Section 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 4. ENVIRONMENTAL FINDINGS

The City Council finds that adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15061, subsection (b)(3), because there is nothing in this chapter or its implementation that could foreseeably have any impact on the environment.

### Section 5. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 6. AMENDING OF BAIL SCHEDULE

The City Attorney's Office is hereby directed to determine whether this ordinance necessitates amendment of the City's Bail Schedule and to cause such necessary amendments to be made and filed with the local branches of the Superior Court of the County of Riverside.

### Section 7. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after its second reading by the City Council.

### Section 8. CITY ATTORNEY REVIEW

The City Attorney prepared and framed this ordinance pursuant to Section 1.04.010 of the Municipal Code and finds that the City Council has the authority to adopt this ordinance, that the ordinance is constitutionally valid and that the ordinance is consistent with the general powers and purposes of the City as set forth in Section 1.04.031 of the Municipal Code.

### Section 9. EXECUTION AND CERTIFICATION

The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published according to law.

of the City Council held on following vote:	
Ayes: Noes: Abstain: Absent:	
	Stan Henry, Mayor
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	
Charles R. Green, City Attorney	

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# Cathedral City

# **Agenda Report**

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Second Reading of an Ordinance Regarding Trespass

FROM:

Pat Milos, Community Development Director

### RECOMMENDATION:

Staff recommends the City Council provide second reading and approve the attached ordinance regarding trespass.

### **BACKGROUND:**

In 1982, the City enacted an ordinance prohibiting trespassing which is codified under Cathedral City Municipal Code section 11.08.080. The ordinance prohibits either refusing to leave both private and public property either: (a) after being asked to leave; or (b) where the property is posted with "No Trespassing" signs. The ordinance may be enforced by the police and a violation is a criminal infraction (similar to a traffic ticket).

The ordinance was introduced and received first reading on June 10, 2015.

### **DISCUSSION:**

The ordinance as originally written only applies to private residential property. This ordinance would revise the ordinance to make it instead applicable to all private property

### **FISCAL IMPACT:**

None

### **ATTACHMENTS:**

**Proposed Ordinance** 

### ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING SECTION 11.08.080, "TRESPASS" OF CHAPTER 11.08, "DISORDERLY CONDUCT" OF THE CATHEDRAL CITY MUNICIPAL CODE

WHEREAS, the City Council wishes to clarify that prohibitions on trespassing on private property includes not just residential property but all such private property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

### Section 1. RECITALS

The Recitals set forth above are true and correct and incorporated herein by reference.

# Section 2. AMENDMENT TO SECTION 11.08.080, "TRESPASS" TO THE CATHEDRAL CITY MUNICIPAL CODE

Cathedral City Municipal Code Section 11.08.080 shall be amended to read as follows:

### 11.08.080 Trespass.

No person shall commit a trespass on residential property or on public property. "Trespass" for the purpose of this section means:

- A. Entering upon, or refusing to leave, any residential private property of another, either where the property has been posted with "NO TRESPASSING" signs, or where immediately prior to the entry, or subsequent thereto, notice is given by the owner or occupant, orally or in writing, that such entry, or continued presence, is prohibited.
- B. Entering upon, or refusing to leave, any public property in violation of regulations promulgated by the official charged with the security, care or maintenance of the property and approved by the governing body of the public agency owning property, where the regulations have been conspicuously posted or where immediately prior to such entry, or subsequent thereto, the regulations are made known by the official charged with the security, care or maintenance of the property, his agent or a police officer.

### Section 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 4. ENVIRONMENTAL FINDINGS

The City Council finds that adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15061, subsection (b)(3), because there is nothing in this chapter or its implementation that could foreseeably have any impact on the environment.

### Section 5. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 6. AMENDING OF BAIL SCHEDULE

The City Attorney's Office is hereby directed to determine whether this ordinance necessitates amendment of the City's Bail Schedule and to cause such necessary amendments to be made and filed with the local branches of the Superior Court of the County of Riverside.

### Section 7. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after its second reading by the City Council.

### Section 8. CITY ATTORNEY REVIEW

The City Attorney prepared and framed this ordinance pursuant to Section 1.04.010 of the Municipal Code and finds that the City Council has the authority to adopt this ordinance, that the ordinance is constitutionally valid and that the ordinance is consistent with the general powers and purposes of the City as set forth in Section 1.04.031 of the Municipal Code.

# Section 9. EXECUTION AND CERTIFICATION

The City Clerk shall certify and shall cause the same to be p	to the passage of this Ordinance ublished according to law.
	approved and adopted at a meeting, 2015 by the
Ayes: Noes: Abstain: Absent:	
	Stan Henry, Mayor
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	

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Charles R. Green, City Attorney



# Cathedral City

# **Agenda Report**

File #: 2015-268 Item No: 3.M.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Extension of the Current Professional Services Agreement with NAI Consulting, Inc.

FROM:

Pat Milos, Community Development Director

### RECOMMENDATION:

Staff recommends the City Council approve a Cost-Effectiveness/Public Interest Finding Resolution that it best serves the City of Cathedral City to continue the current contract with NAI Consulting, Inc. (NAI) to provide engineering and management services, project administration and technical oversight; authorize the Mayor to sign the Cost Effectiveness/Public Interest Finding Resolution; carry over \$23,249.00 from the existing contract and approve an additional \$150,000 for Engineering Services for Fiscal Years 2015-2016 and 2016-2017; and authorize the City Engineer to notify NAI Consulting that the existing Professional Services Agreement has been extended to June 30, 2017.

### **BACKGROUND:**

NAI has provided engineering and support services for the Community Development Department for the past 12 months and staff has been very satisfied with both the quality of the services and the NAI personnel assigned to the City. To provide continuity and complete Engineering tasks, it is recommended that NAI continue to coordinate City assigned activities with Cathedral City staff and pertinent outside agencies.

For this Agreement extension, NAI will provide engineering support for various Capital Improvement Projects including those funded by Caltrans-FHWA and Community Development Block Grant-HUD. Because of NAI's past involvement with the Engineering Department and Caltrans and HUD projects, staff maintains that NAI can best provide the management, professional and administrative support required for the Department to accomplish its goals at this time.

### FISCAL IMPACT:

The FY 14-15 Professional Services Agreement had a remaining authorization of \$23,249 when it ended on June 30, 2015. These funds will be carried over into the new agreement. Additionally,

File #: 2015-268 Item No: 3.M.

\$150,000 will come from existing grants from Caltrans, CVAG, CDBG and Proposition 84. Non-grant funding will come from local match share that has been budgeted for various projects from sources including Measure A, Gas Tax, Assessment Districts, and developer contributions.

### **ATTACHMENTS:**

Cost Effectiveness/Public Interest Finding Resolution

<b>RESOL</b>	UTION NO.	2015-
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, APPROVING THE COST – EFFECTIVE / PUBLIC INTEREST FINDING THAT IT BEST SERVES THE CITY OF CATHEDRAL CITY TO CONTINUE THE CURRENT CONTRACT WITH NAI CONSULTING, INC. TO PROVIDE ENGINEERING AND MANAGEMENT SERVICES, PROJECT ADMINISTRATION, AND TECHNICAL OVERSIGHT.

**WHEREAS**, the City of Cathedral City is responsible for complying with the Caltrans (FHWA) and Community Development Block Grant procedures and determining the eligibility of costs reimbursed for consultant work; and

**WHEREAS**, the City of Cathedral City signed an agreement with NAI Consulting, Inc. (NAI) to provide engineering and management services, project administration, and technical oversight for the Engineering Division, based on their qualifications of specialty training, experience and competency as well as previous work with Cathedral City; and

**WHEREAS,** for the past twelve months NAI has provided the personnel to provide these services in a professional manner, and has personnel available to continue to provide these services.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF CATHEDRAL CITY, AS FOLLOWS:

That the Council directs and authorizes the Mayor to sign this Resolution as the City's Representative and authorizes the City Engineer to notify NAI Consulting that the existing Professional Services Agreement is extended until June 30, 2017.

### SECTION #2. EFFECTIVE DATE

This Resolution shall take effect upon its adoption.

[THIS PORTION INTENTIONALLY LEFT BLANK]

### SECTION #4. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

**PASSED**, **APPROVED**, and **ADOPTED** at a regular meeting of the City Council for the City of Cathedral City held on this 22nd day of July 2015 by the following vote:

Ayes:		
Noes:		
Absent:		
Abstain:		
	Stan Henry, Mayor City of Cathedral City, California	
ATTEST:		
Gary F. Howell, City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Charles Green, City Attorney	Community Development Director	
REVIEWED:		
Charles P. McClendon, City Manager		



# Cathedral City

# **Agenda Report**

File #: 2015-270 Item No: 3.N.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Resolution of Intention to Vacate Certain Streets, Alleys, Public Highways and Utility Easements - Vacation No. 2015-01

FROM:

Tami E. Scott, Administrative Services Director

### **RECOMMENDATION:**

Staff recommends the City Council adopt a Resolution declaring its intention to vacate all or portions of Lot "C" (Grove Street), Lot "D"(Grove Street), Lot "E" (Dawes Street), Lot "F"(Dawes Street), Lot "G" (Allen Avenue), Lot "H"(alley lot), and Lot "X" (Grove Street), as shown on the map of Cathedral City, filed in Book 13, at Pages 24 through 26, inclusive, of Maps, Records of Riverside County, California, together with the vacation of public highway and/or public utility uses on portions of Lots 50, 51, 52, 53, 54, 55, 82, 95, 101, 102, 103, 104 and Lot "H" (alley lot) as shown on said map of Cathedral City, all located within the east half of the east half of Section 33, Township 4 South, Range 5 East, San Bernardino Meridian, at the northwest quadrant of East Palm Canyon Drive and Date Palm Drive

### **BACKGROUND:**

The former Redevelopment Agency of the City of Cathedral City acquired a number of properties in the "Eastside" area, located north of Palm Canyon Drive and west of Date Palm. These parcels were acquired and cleared in order to remove blight and to consolidate land for future mixed use development. The biggest obstacle to redevelopment of this key area had been the small size and multiple ownership of individual parcels, fragmentation of the developable land mass caused by street and alley configuration, and the need for infrastructure improvements.

In 2012, when the State eliminated all redevelopment agencies, the City as the Successor Agency to the former Redevelopment Agency was required to develop a Long Range Property Management Plan ("LRPMP"). The LRPMP was developed in a way where "blocks" of parcels were packaged as a planned sale and included plans for mitigation of development obstacles. In this case, the "Eastside" block, approved by the Department of Finance in the LRPMP, included the need for

File #: 2015-270 Item No: 3.N.

vacation of certain streets and alleys to maximize future development potential as required by redevelopment dissolution legislation. The City is now completing the process of vacation of the referenced streets, alleys and easements.

### **DISCUSSION:**

The vacation procedure begins with the adoption of the attached Resolution of Intention, which schedules a public hearing date, and directs the publication, posting and noticing of the hearing, all in accordance with the State Streets and Highways Code.

Staff has already sent out letters to the various utility companies to solicit their comments or objections to the requested vacation. All of the streets, alleys and easements to be vacated have existing utility facilities such as power lines and poles, telephone lines and facilities, cable TV wires, water mains, hydrants and services, sewer mains and laterals.

Any final vacation resolution will contain conditions requiring the removal, relocation or undergrounding of these utilities before the final vacation resolutions can be recorded to make the vacations effective.

A noticed public hearing will be held to hear testimony on the proposed vacation. At that time, a full Engineer's report will be presented, along with any special conditions of approval and other findings to be made.

At the hearing, an environmental finding will be made, and a report as to the vacation's conformance with the General Plan will be presented, if needed. Any comments or objections received from the utility companies or the public will be included in the Engineer's report. Any interested person can participate in the hearing.

The attached Resolution of Intention sets the public hearing for Wednesday, August 12, 2015, at 6:30 p.m. in the City Council Chambers.

### **FISCAL IMPACT:**

None

### ATTACHMENTS:

Resolution of Intention for Vacation 2015-01

## RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DECLARING ITS INTENTION TO VACATE PORTIONS OF GROVE STREET, DAWES STREET, ALLEN AVENUE, A PUBLIC ALLEY, AND TO VACATE PUBLIC HIGHWAY AND PUBLIC UTILITY USES ON PORTIONS OF LOTS 50, 51, 52, 53, 54, 55, 82, 95, 101,102 103 AND 104 AND LOT "H",AS SHOWN ON THE MAP OF CATHEDRAL CITY, PER MAP THEREOF FILED IN BOOK 13, AT PAGES 24 THROUGH 26 OF MAPS, RECORDS OF RIVERSIDE COUNTY, ALL LOCATED NORTH OF EAST PALM CANYON DRIVE AND WEST OF DATE PALM DRIVE (VACATION NO. 2015-01)

**WHEREAS**, there are shown on the official maps of the City of Cathedral City, California, certain public streets and alleys located north of East Palm Canyon and west of Date Palm Drive, which provide vehicular access and circulation and utility services to the adjoining and neighboring properties; and

**WHEREAS**, the former Redevelopment Agency of the City of Cathedral City purchased a number of lots in this area for the purposes of removal of blight and to redevelop the area with new mixed use developments; and

WHEREAS, as a result of the dissolution of redevelopment agencies by the State, the City of Cathedral City, as Successor Agency to the former Redevelopment Agency, developed a Long Range Property Management Plan ("LRPMP") in which "blocks" of parcels were assembled for planned sale and which included plans for mitigation of development obstacles; and

**WHEREAS**, the "Eastside" block, located north of East Palm Canyon Drive and west of Date Palm Drive, as approved by the Department of Finance in the LRPMP, included the need for vacation of certain streets, alleys and easements to maximize future development potential as required by redevelopment dissolution legislation; and

**WHEREAS**, the City of Cathedral City, in furtherance of the plans to maximize the development potential of the "Eastside" block, is now considering the vacation of certain public streets and easements in the vicinity of East Palm Canyon and Date Palm Drive so that the development of the properties may proceed.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Cathedral City as follows:

**SECTION 1**. It is the intention of this City Council to consider the vacation of all those portions of Grove Street, Dawes Street, Allen Avenue, and the alleys and street and utility easements located generally northerly of East Palm Canyon Drive and westerly of Date Palm Drive, as are more particularly described in Exhibit "A", and shown on Exhibit "B", which are attached to this Resolution and made a part hereof.

**SECTION 2**. This vacation proceeding will be conducted under `Part 3 of Division 9 of the Streets and Highways Code of the State of California, commencing at Sec. 8300, said Part 3 being the "Public Streets, Highways, and Service Easements Vacation Law", and subject to Section 892 of said Streets and Highways Code.

**BE IT FURTHER RESOLVED** that a public hearing on this Resolution and the proposed vacation of the streets, alleys, and easements described in said Exhibit "A" and shown on Exhibit "B", will be held on Wednesday, August 12, 2015, at 6:30 p.m., in the Council Chambers, at the City of Cathedral City City Hall, located at 68700 Avenida Lalo Guerrero, Cathedral City, California, at which time and place the City Council will hear and consider the vacation proposal and statements from all parties interested in the proposed vacation.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to cause Notice of this Public Hearing to be published and posted as follows:

- 1. Notice shall be forthwith posted in at least the three (3) public places designated by the City Council for the posting of ordinances and notices.
- 2. Notice of the hearing shall be published twice for two successive weeks prior to the hearing in a daily, semi-weekly or weekly newspaper published in the County of Riverside and circulated in the City of Cathedral City.
- 3. Not later than by July 29, 2015, there shall be posted conspicuously along the streets, alleys and easements to be considered for vacation, and not more than 300 feet apart, at least three (3) copies of a Notice of this Vacation public hearing.

-----

	<b>POPTED</b> at a regular meeting of the City Council of 22nd day of July, 2015, by the following vote:
Ayes: Noes: Absent: Abstain:	
ATTEST:	Stanley E. Henry, Mayor
Gary F. Howell City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Charles R. Green City Attorney	John A. Corella City Engineer
APPROVED:	
Charles P. McClend City Manager	don
Attachment: Exhibit A: Legal description of streevacation	ets, alleys and easements to be considered for

## EXHIBIT 'A"

# VACATION NO. 2015-01 PORTIONS OF STREETS AND ALLEYS TO BE VACATED

A VACATION OF ALL OR PORTIONS OF LOT "C" (GROVE STREET), LOT "D" (GROVE STREET), LOT "E" (DAWES STREET), LOT "F" (DAWES STREET), LOT "G" (ALLEN AVENUE), LOT "H" (ALLEY LOT), AND LOT "X" (GROVE STREET), AS SHOWN ON THE MAP OF CATHEDRAL CITY, FILED IN BOOK 13, AT PAGES 24 THROUGH 26, INCLUSIVE, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, TOGETHER WITH THE VACATION OF PUBLIC HIGHWAY AND/OR PUBLIC UTILITY USES ON PORTIONS OF LOTS 50, 51, 52, 53, 54, 55, 82, 95, 101, 102, 103, 104 AND LOT "H" (ALLEY LOT) AS SHOWN ON SAID MAP OF CATHEDRAL CITY, ALL LOCATED WITHIN THE EAST HALF OF THE EAST HALF OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, AND ALL AS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

### **SEGMENT 1:**

ALL OF LOT "C" (GROVE STREET), AS SHOWN ON SAID MAP OF CATHEDRAL CITY;

### **SEGMENT 2:**

ALL OF LOT "D" (GROVE STREET), AS SHOWN ON SAID MAP, EXCEPT THE EAST 8.00 FEET THEREOF;

### **SEGMENT 3:**

THE EAST 250 FEET OF LOT "X" (GROVE STREET), AS SHOWN ON SAID MAP;

### **SEGMENT 4**:

ALL OF LOT "E" (DAWES STREET), AS SHOWN ON SAID MAP, EXCEPT THE EAST 8.00 FEET THEREOF:

### **SEGMENT 5:**

ALL OF LOT "F" (DAWES STREET), AS SHOWN ON SAID MAP;

### **SEGMENT 6:**

THAT PORTION OF LOT "G" (ALLEN AVENUE), AS SHOWN ON SAID MAP, BOUNDED ON THE NORTH BY THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOT "C" (GROVE STREET), AND BOUNDED SOUTHWESTERLY BY A LINE PARALLEL WITH AND LOCATED NORTHEASTERLY 67.54 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF BRAODWAY, AS SHOWN ON SAID MAP OF CATHEDRAL CITY;

### **SEGMENT 7:**

THAT PORTION OF LOT "H" (ALLEY), AS SHOWN ON SAID MAP, BOUNDED ON THE NORTH BY THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT "C"

(GROVE STREET) AND BOUNDED ON THE SOUTH BY THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT "F" (DAWES STREET);

### **SEGMENT 8:**

THAT PORTION OF THE EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY AND PUBLIC UTILITY PURPOSES ON SAID LOTS 50, 51, 52, 53, 54 AND 55 AND ON A PORTION OF THE EAST HALF OF LOT "H" (ALLEY), VACATED BY THE RIVERSIDE COUNTY BOARD OF SUPERVISORS, FOR GROVE STREET DESCRIBED AS "PARCEL 1" IN THE GRANT OF EASEMENT TO THE CITY OF CATHEDRAL CITY, RECORDED ON NOVEMBER 10, 1986, AS INSTRUMENT NO. 284551, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, EXCEPTING THE EAST 8.00 FEET THEREOF;

### **SEGMENT 9:**

THAT PORTION OF THE EASEMENT AND RIGHT OF WAY FOR PUBLIC HIGHWAY AND PUBLIC UTILITY PURPOSES ON SAID LOT 50 FOR GROVE STREET DESCRIBED AS "PARCEL 3" IN THE GRANT OF EASEMENT TO THE CITY OF CATHEDRAL CITY, RECORDED ON NOVEMBER 10, 1986, AS INSTRUMENT NO. 284551, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, EXCEPTING THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND LOCATED 28.00 FEET WESTERLY OF THE EAST LINE OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON SAID MAP OF CATHEDRAL CITY:

### **SEGMENT 10:**

ALL PUBLIC HIGHWAY AND PUBLIC UTILITY USES ON THOSE PORTIONS OF SAID LOTS 101, 102, AND 103 FOR DAWES STREET DESCRIBED IN THE GRANT DEED TO THE CITY OF CATHEDRAL CITY RECORDED ON MAY 12, 1982, AS INSTRUMENT NO. 81733, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY:

### **SEGMENT 11:**

ALL PUBLIC HIGHWAY AND PUBLIC UTILITY USES ON THAT PORTION OF SAID LOT 82 FOR ALLEN AVENUE DESCRIBED AS "PARCEL 687-205-004" IN THE JUDGMENT AND FINAL ORDER OF CONDEMNATION RECORDED ON JULY 12, 1999, AS INSTRUMENT NO. 310247, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING NORTHERLY OF A LINE PARALLEL WITH AND LOCATED NORTHEASTERLY 67.54 FEET, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF BROADWAY, AS SHOWN ON SAID MAP OF CATHEDRAL CITY;

### **SEGMENT 12:**

ALL PUBLIC HIGHWAY AND PUBLIC UTILITY USES ON THAT PORTION OF SAID LOT 95 FOR DAWES STREET DESCRIBED AS "PARCEL I" IN THE GRANT DEED TO THE COUNTY OF RIVERSIDE RECORDED ON MAY 18, 1977, AS INSTRUMENT NO. 89251 IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, EXCEPTING THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND LOCATED 28.00 FEET WESTERLY OF THE EAST LINE OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO MERIDIAN, AS SHOWN ON SAID MAP OF CATHEDRAL CITY;

### **SEGMENT 13:**

ALL PUBLIC HIGHWAY AND PUBLIC UTILITY USES ON THAT PORTION OF LOT 104, AS SHOWN ON THE SAID MAP OF CATHEDRAL CITY, AND ACQUIRED BY THE CITY OF CATHEDRAL CITY BY GRANT DEED RECORDED FEBRUARY 24, 1997, AS INSTRUMENT NO. 060589, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 104; THENCE ALONG THE NORTH LINE OF SAID LOT SOUTH 89° 53′ 55″ EAST, 30.01 FEET; THENCE SOUTH 00° 05′ 32″ WEST, 11.21 FEET; THENCE NORTH 71° 34′ 43″ WEST, 31.61 FEET TO A POINT ON THE WEST LINE OF SAID LOT 104; THENCE NORTH 00° 05′ 29″ EAST ALONG THE SAID WEST LINE, 1.27 FEET TO THE POINT OF BEGINNING;

### **SEGMENT 14:**

EASEMENTS FOR EXISTING PUBLIC UTILITIES AND PUBLIC SERVICE FACILITIES ON AND OVER THAT PORTION OF LOT "H" (ALLEY), AS SHOWN ON THE SAID MAP OF CATHEDRAL CITY, BETWEEN THE SOUTHERLY LINE OF LOT "B" (FIRST STREET), 40 FEET WIDE, AS SHOWN ON SAID MAP, AND THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF LOT "C", 40 FEET WIDE, AS SHOWN ON SAID MAP OF CATHEDRAL CITY, RESERVED FROM THE VACATION OF SAID PORTION OF LOT "H", DESCRIBED IN RESOLUTION NO. 80-367 OF THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, RECORDED ON OCTOBER 23, 1980, AS INSTRUMENT 197351, IN OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



# Cathedral City

# **Agenda Report**

File #: 2015-271 Item No: 3.O.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

Resolution - Changes to the Scopes of Work for the Whitewater River Bike Trail Phase 1 and Phase 2 Projects

FROM:

Pat Milos, Community Development Director

### **RECOMMENDATION:**

Staff recommends the City Council approve Resolution 2015-\_\_ authorizing the filing of requests for changes to the scope of work for the Whitewater Bike Trail Phase 1 and Phase 2 projects; and authorize the City Engineer to sign and submit the requests on behalf of the City Council

### **BACKGROUND:**

Bicycle Transportation Account (BTA) Funds were allocated to Cathedral City by Local Agency - State Agreements No. BTA 08/09-08-RIV-01 and No. BTA 09/10-08-RIV-05 for the Bicycle Transportation Account projects defined as Whitewater River Bike Trail Phase 1 and Phase 2. The funds were allocated to the City in 2009 and 2010. The original goal of these projects was to help complete the City's section of the Coachella Valley Regional Bikeway and to create a safe and convenient route for commuter and recreational bicyclists traveling to and from work and school.

The original alignment for the bike trail was along the east levee of the Whitewater River between Vista Chino and Ramon Road. Planning for the Phase 1 project was underway when it was discovered that the underlying easement for maintenance access on the east levee excluded recreational uses and would require new leases from tribal alottees. The alignment also generated considerable opposition from residents of Desert Princess. As a result, requests were made to Caltrans to move the bike trail to the west levee. Caltrans approved the requests and planning was ready to restart when CVAG unveiled the project now known as CV Link.

The CV Link project is a proposed multi-modal transportation facility along the same, west levee alignment. Since CV Link was originally scheduled to start construction in 2015, discussions were held with CVAG to use the Bicycle Transportation Account grants as part of the funding for CV Link. The BTA Grants contain reversion dates by which funds must be expended or the money returns to

File #: 2015-271 Item No: 3.O.

Caltrans. The reversion date for the 08/09 Grant is April 2016. As a result of delays in the CV Link schedule the City is required to spend the funds over the next ten months or lose them.

### **DISCUSSION:**

CVAG was informed of the reversion date for the BTA Grant and indicated an interest in completing an "early" CV Link project on the west Whitewater River levee between Vista Chino and Ramon Road. This link would serve as a model for rest of the Valley to see what CV Link will provide. The BTA Grants are state funded. There is no federal money in the grants, so a project funded by these grants need only comply with CEQA for environmental clearance. CVAG has both federal and non-federal funds committed to CV Link and would use only non-federal funds for the "early" project.

In order to use the 08/09 grant for the "early" project, a change in scope request must be submitted to the State Bicycle Transportation Account. The change in scope would indicate that the 08/09 funds will be used to design the segment of the "early" project between Vista Chino and 30th Avenue. Because the CV Link multi-modal facility is so much more than just a bike trail, the funds remaining in the grant can be easily utilized for design and be expended by April 2016.

An additional change in the scope of work for the 09/10 BTA Grant will be made to utilize the funds for construction of the segment between 30th Avenue and Ramon Road. This will be a minor change request, as those funds are already designated for that segment, albeit, not for a CV Link magnitude project. The Bicycle Transportation Account staff has indicated that the requests for changes in the scopes of work would likely be approved and the "early" project design could be started in late summer.

### **FISCAL IMPACT:**

Failure to combine the BTA Grants with the CV Link project would result in the grants exceeding the reversion date and the money going back to Caltrans. The 08/09 grant has \$194,000 remaining and the 09/10 Grant has \$405,000. Additionally, if the grants expire, the nearly \$100,000 previously received from the 08/09 grant would likely have to be repaid to the State.

### **ATTACHMENTS:**

Resolution 2015-

### RESOLUTION NO. 2015-\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, APPROVING THE REQUEST FOR SCOPE OF WORK CHANGE APPLICATIONS BY THE CITY OF CATHEDRAL CITY FOR THE WHITEWATER RIVER BIKE TRAIL PHASE 1, STATE FUNDED BICYCLE TRANSPORTATION ACCOUNT PROJECT No. BTA 08/09-08-RIV-01 AND PHASE 2, STATE FUNDED BICYCLE TRANSPORTATION ACCOUNT PROJECT No. BTA 09/10-08-RIV-05 TO ACCOMMODATE THE CHANGES NEEDED TO CONFORM WITH THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS CV-LINK PROJECT.

WHEREAS, under the provisions of Streets and Highways Code Section 2106 (b) and Sections 890 through 894.2, as implemented by regulations in Title 21, Division 2, Chapter 10, of the California Code of Regulations, Bicycle Transportation Account Funds have been allocated by Local Agency – State Agreements No. BTA 08/09-08-RIV-01 and No. BTA 09/10-08-RIV-05 to the City of Cathedral City for the Bicycle Transportation Account projects defined as Whitewater River Bike Trail Phase 1 and Phase 2; and

WHEREAS, Bicycle Transportation Account Funds have been made available for the Whitewater River Bike Trail Phase 1 and Phase 2 projects, the City of Cathedral City and the State Department of Transportation have entered into an agreement to establish terms and conditions applicable to the City of Cathedral City when receiving the State Funds for designated Bike Trail facilities and to subsequent operation and maintenance of that completed facility; and

**WHEREAS**, said Agreement requires The City of Cathedral to submit a request to change the scope of work for the projects; and

**WHEREAS**, although the scope of the projects may change, the City of Cathedral City must comply with all of the unchanged terms and conditions of the original Agreements; and

**WHEREAS**, the Coachella Valley Association of Governments (CVAG) has conceived, planned and received funding to construct the CV Link, a multi-modal transportation facility along the alignments designated for the Whitewater Bike Trail Phase 1 and Phase 2; and

WHEREAS, it best serves the interests of Cathedral City and CVAG to combine the Whitewater Bike Trails Phase 1 and 2 with the CV Link project and to request a change in the scope of work for the two projects; and

**WHEREAS**, said scope change request to the State Department of Transportation requires Cathedral City's Governing Body to certify by resolution the approval of the request for the changes in the scope of work;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF CATHEDRAL CITY, AS FOLLOWS:

### **SECTION 1.**

Approve the filing of requests for changes in the scope of work for Bicycle Transportation Accounts No. BTA 08/09-08-RIV-01 and BTA 09/10-08-RIV-05.

### **SECTION 2.**

Authorize the Mayor to sign Resolution No. 2015-\_\_\_ approving the filing of requests by the City of Cathedral City for Scope of Work changes for Agreements No. BTA 08/09-08-RIV-01 and BTA 09/10-08-RIV-05 the Whitewater River Bike Trail Phase 1 and Phase 2 projects on behalf of the Cathedral City City Council.

### **SECTION 3.**

Authorize the City Engineer to sign and submit the requests for the scope of work changes.

### SECTION. CERTIFICATION

That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, and in the minutes of the meeting at which Resolution is passed and adopted.

(CONTINUED ON NEXT PAGE)

# **EFFECTIVE DATE**

This Resolution shall take effect upon its adoption.

**PASSED, APPROVED,** and **ADOPTED** at a regular meeting of the City Council for the City of Cathedral City held on this 22<sup>nd</sup> day of July, 2015 by the following vote:

Ayes:	
Noes:	
Absent:	
Abstain:	
	Stan Henry, Mayor City of Cathedral City, California
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Charles R. Green, City Attorney	Pat Milos Community Development Director
	REVIEWED:
Charles P. I	McClendon, City Manager



# Cathedral City

# **Agenda Report**

File #: 2015-273 Item No: 3.P.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

2015 Special Assessments against Properties for Nuisance Abatement Costs

FROM:

Pat Milos, Community Development Director

### RECOMMENDATION:

Staff recommends the City Council adopt the proposed resolution, thereby confirming assessments against various property owners for nuisance abatement costs and providing for collection.

### **BACKGROUND:**

The Code Compliance Division had identified 9 properties to be abated (please note: one of these properties was abated multiple times). In each case the property owner was either notified as required by Section 13.90.070 or Section 6.18.100 of the Cathedral City Municipal Code of the existence of a public nuisance. In all cases where the owners failed or were unable to comply, the City has been forced to hire private contractors to do the necessary abatement work. All costs incurred by the City have been billed to the property owners.

### **DISCUSSION:**

In each case where payment has not been made, the City will place an assessment of the costs on the tax rolls for payment at the time of property tax collection.

The City Council has the ability to adjust or waive any costs of fees, however, the City would then have to incur the expense which would need to be repaid from another source.

### FISCAL IMPACT:

The total dollar amount still outstanding on the abatement work the City performed is \$27,295.96. The costs, shown on Exhibit A, are to be collected along with the fees charged for staff time spent on performing the necessary abatement work. This work included time spent processing the necessary

File #: 2015-273 Item No: 3.P.

paperwork, inspections of the properties, and the cost of materials. The combined amount charged for these fees is \$7,107.23. A total overall amount to be recovered by the City is \$34,403.19.

# **ATTACHMENTS:**

- 1. Resolution
- 2. 2015 Nuisance Abatement Lien List (Exhibit A)

<b>RESOLUTION NO.</b>	
-----------------------	--

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AUTHORIZING THE CODE COMPLIANCE CHIEF OR DESIGNEE TO EXECUTE AND RECORD RELEASE INSTRUMENTS TO REMOVE CERTAIN PROPERTIES FROM ASSESSMENT ROLLS UPON FULL SATISFACTION OF SPECIAL ASSESSMENTS.

**WHEREAS**, the City Council desires to promote the free enjoyment and alienation of property to the extent possible while at the same time continuing to require the full payment of special assessments levied against certain properties in connection with code compliance abatements; and

**WHEREAS**, the City Council currently levies special assessments against various parcel in the City by resolution on an annual basis; and

WHEREAS, the City Council now desires to authorize the City's Code Compliance Chief or designee to release such special assessments upon full satisfaction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AS FOLLOWS:

### **SECTION 1. RECITALS**

That the above recitals are all true and correct.

# SECTION 2. AUTHORIZATION TO PREPARE AND EXECUTE RELEASE INSTRUMENTS

That authority be delegated to the City's Code Compliance Chief or designee, once a special assessment has been paid in full for a particular parcel, to perform the following tasks:

- 1. Prepare and execute a release form that confirms full payment of, and to release the parcel from, the special assessments, and
- Record the release form with the office of the Riverside County Recorder informing the recorder of the full payment of the special assessment and request removal of the special assessment from the tax rolls against the property.

## SECTION 3. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

#### **SECTION 4.** REPEAL OF CONFLICTING PROVISIONS

All the provisions of any existing Cathedral City resolution as heretofore adopted by the City of Cathedral City that are in conflict with the provisions of this resolution are hereby repealed.

#### **SECTION 5.** EFFECTIVE DATE

This resolution shall take effect upon adoption.

#### **SECTION 6. CITY CLERK**

The City Clerk shall certify to the passage of this resolution and enter it into the book of original resolutions.

**PASSED, APPROVED,** and **ADOPTED** at a regular meeting of the City Council for the City of Cathedral City held on this <u>22nd</u> day of <u>July</u>, 2015 by the following vote:

Ayes:	
Noes:	
Absent:	
Abstain:	
	Stan Henry,
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	
Charles R Green, City Attorney	

#### 2015 Nuisance Abatement Lien List

Owner Info	APN	Cost	Administrative Fees	Invoice Amount	Abatement Date	Property Description
Abelina Benegas 1333 S Belardo Rd # 423 Palm Springs, Ca 92264	670-162-029	145.00	259.00	404.00	February 4, 2015	(69180 San Susanna ) Emergency Board Up
Gerardo & Bertha Tapia 30815 San Diego Dr Cathedral City, Ca 92234	677-352-013	1,900.00	138.00	2,038.00	August 11, 2014	Emergency Board Up
US Bank National Assn 4801 Frederica St. Owensboro, KY 42301	678-113-022	140.00	688.40	828.40	May 2, 2014	(30497 Avenida Alvera) Emergency Board up
Frank Szasz 31105 Sky Blue Water Cathedral City, Ca 92234	678-192-004	400.00	763.22	1,163.22	November 4, 2014	Emergency Board Up
Marilyn Reeder 49340 Sunrose Lane Palm Desert, Ca 92260	678-302-021	5,444.50		5,444.50	November 12, 2014	(31910 Alvera, Unit D) Judgment for Attorney's fees
Lila Sossa 78960 Skyward Way La Quinta, Ca 92253	680-221-022	9,836.46	832.50	10,668.96	December 1, 2014	(68463 Ramon Rd) Abatement Cost Report
Eric L & Rudy L. Frazier P.O Box 53225 Riverside, CA 92517	680-222-040	180.00	111.00	291.00	September 10, 2014	(32361 Cathedral Canyon) Emergency Board up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	2,430.00	277.35	2,707.35	January 23, 2015	Emergency Board Up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	955.00	37.00	992.00	January 27, 2015	Emergency Board Up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	360.00	148.00	508.00	February 2 & 3, 2015	Emergency Board Up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	235.00	64.00	299.00	February 17, 2015	Emergency Board Up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	290.00	92.35	382.35	February 23, 2015	Emergency Board Up
Brandon C Wood 33411 Shifting Sands Trl Cathedral City, Ca 92234	680-350-051	180.00	101.00	281.00	March 5, 2015	Emergency Board Up
Chris Turner, Kea Corp PO Box 7707 San Diego, CA 92167	681-300-025	4,800.00	3,595.41	8,395.41	November 12, 2014	(67501 East Palm Cayon)Abatement Cost Report
Totals		27,295.96	7,107.23	34,403.19		



## Cathedral City

### **Agenda Report**

File #: 2015-274 Item No: 3.Q.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Acceptance of the Edward Byrne Grant in the amount of \$12,839 from the Bureau of Justice Assistance

FROM:

George Crum, Police Chief

#### **RECOMMENDATION:**

Staff recommends the City Council authorize acceptance of the Edward Byrne grant in the amount of \$12,839 from the Bureau of Justice Assistance.

#### **BACKGROUND:**

The Police Department has been eligible, and has applied for the Edward Byrne Memorial Assistance Grant program for the last several years. This year, as in past years, several Riverside County law enforcement agencies were identified as "disparate funding" agencies. This disparate allocation occurs when a city is allocated one-and-one-half-times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes. Cathedral City has been identified as a disparate agency for this year.

The funding identified for Riverside County is \$59,771 and the funding for the other 13 municipalities is \$356,361 for a total of \$416,131. The \$416,132 amount is for Riverside County and the participating cities within the county. This formula explains why Cathedral City and the 12 other cities in Riverside County were identified as disparate funding agencies. The jurisdictions certified as disparate must identify a Fiscal Agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purpose for which the funds will be used. The cities and county agreed that Riverside County would be the Fiscal Agent for 2015. Riverside County has created an Interlocal Agreement for the 13 cities and the joint application for the disparate

File #: 2015-274 Item No: 3.Q.

agencies. Disbursement of funds will be submitted to the grant authority by June 26, 2015.

The identified funds for Cathedral City are \$14,265 - 10% (\$1,427, for Riverside County for their role as Fiscal Agent and managing the application process) = \$12,839 for Cathedral City.

#### **DISCUSSION:**

These grants funds will allow the Police Department to utilize equipment funding to purchase ammunition that will be used to enhance training in force options, and increase efficiency with the purchase of an equipment cleaning system. Ammunition will consist of both live, ball range rounds and non-lethal "Simunition" rounds used in scenario based training (essential for active shooter training).

Additionally, the department's patrol and gang unit will have enhanced methods of suspect detection through the purchase of a 2nd generation night vision binocular, and improved evidence collection with the purchase of a single lens reflex digital camera system that includes a high resolution camera, lenses, flash, memory card and protective case.

#### **FISCAL IMPACT:**

Ammunition purchase from existing vendor (Dooley's) at a cost of \$5,365.

Purchase of Canon 7D digital SLR camera, 200mm f/2.8 lens, 28mm f/1.8 lens, flash, memory card, and Pelican protective case at a cost of \$2,453.

Purchase of a NightScout VC-WPTI Night Vision binocular with protective case at a cost of \$3,095.

Purchase of Lymon Ultrasonic Pro cleaner with supply of solvent at a cost of \$1,925.

Training Ammunition purchase: \$5,365

Canon Camera Kit: \$2,453

NightScout Night Vision binocular \$3,095

Lymon Ultrasonic Pro Cleaner \$1,925

Total: \$12,839

File #: 2015-274 Item No: 3.Q.

ATTACHMENTS: 2015 Interlocal Agreement

#### INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF BANNING, CATHEDRAL CITY, COACHELLA, CORONA, DESERT HOT SPRINGS, HEMET, INDIO, JURUPA, LA QUINTA, MORENO VALLEY, PALM SPRINGS, PERRIS, THE CITY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE, CA

## CONCERNING DISTRIBUTION OF THE 2015 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_,2015, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

**WHEREAS**, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

#### NOW THEREFORE, the COUNTY and CITIES agree as follows:

#### Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

#### Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG quidelines.

#### Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

#### Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

#### Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

#### Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

#### Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

#### Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
COUNTY OF RIVERSIDE, CA
Marion Ashley Board Chair
ATTEST:
County Clerk
APPROVED AS TO FORM:
Gregory P. Priamos County Counsel
By: Neal Kipnis Deputy County Counsel

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF BANNING, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF CATHEDRAL CITY, CA
City Manager
ATTEST:
City Clerk
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF COACHELLA, CA
City Manager
ATTEST:
711201.
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF CORONA, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF DESERT HOT SPRINGS, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF HEMET, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF JURUPA, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF INDIO, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF LA QUINTA, CA
<del>,</del>
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF MORENO VALLEY, CA
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF PERRIS
City Manager
ATTEST:
City Clerk
APPROVED AS TO FORM:
City Attorney
on, / morrie,

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.
CITY OF RIVERSIDE, CA
John A. Russo City Manager
ATTEST:
Colleen J. Nicol, MMC City Clerk
APPROVED AS TO FORM:
James E. (Jab) Brown City Attorney

Αŗ	opendix 1			
Eligible Agencies in F	FY2015 JAG Dispa	rate Area		
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	New Allocation	% to FA
Riverside County	59,771	35,636	95,407	
Banning	10,742	1,074	9,668	10.00%
Cathedral City	14,265	1,427	12,839	10.00%
Coachella	16,236	1,624	14,612	10.00%
Corona	14,093	1,409	12,684	10.00%
Desert Hot Springs	23,529	2,353	21,176	10.00%
Hemet	29,910	2,991	26,919	10.00%
Indio	33,212	3,321	29,891	10.00%
Jurupa	17,961	1,796	16,165	10.00%
La Quinta	10,003	1,000	9,003	10.00%
Moreno Valley	51,148	5,115	46,033	10.00%
Palm Springs	20,031	2,003	18,028	10.00%
Perris	15,965	1,597	14,369	10.00%
Riverside City	99,266	9,927	89,339	10.00%
	416,132	-	416,132	
% To Fiscal Agent	8.56%			
\$ To FA	35,636	and the state of t		



## Cathedral City

#### **Agenda Report**

File #: 2015-275 Item No: 3.R.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

**Records Retention Schedule Update** 

FROM:

Tracey Martinez, CMC Deputy City Clerk

#### **RECOMMENDATION:**

Staff recommends the City Council approve Resolutions updating the Records Retention Schedule and authorizing a procedure for the destruction of records in accordance with the retention schedule

#### **BACKGROUND:**

The California Public Records Act, Government Code Section 6250 et. seq. details which records in the City's custody are available to the public for inspection. The rule is all records are available to the public unless specifically excluded by statute. Maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the City of Cathedral City. Section 34090 of the Government Code provides a procedure whereby any City record which has served its purpose and is no longer required may be destroyed. The State of California has adopted guidelines for retention periods for various government records to assist local governmental agencies in establishing appropriate records retention schedules which comply with all applicable laws and regulations.

Cathedral City has maintained a thorough Records Retention Schedule, approved by the City Council, which establishes mandatory guidelines with respect to the destruction of records. The schedule is based on the guidelines published by the Secretary of State but also includes references to numerous other State and Federal laws and regulations, as well as City policies. Use of the Schedule allows the City to be consistent in its records maintenance, as well as to avoid the risk of potential litigation associated with haphazard record keeping and destruction policies.

#### **DISCUSSION:**

Due to periodic changes in the law, it is necessary to occasionally update the Records Retention Schedule. The last time the City updated the Schedule was in October of 2009. The City Attorney's office as well as staff has thoroughly reviewed the schedules and there were only minimal revisions

File #: 2015-275 Item No: 3.R.

made, all of which have been incorporated.

The proposed Resolutions, one for the City and one for the Successor Agency, which are attached, approves an updated Records Retention Schedule, Exhibit A., and establishes a procedure for the applicable Department Head, the City Clerk, and the City Attorney to sign off on any records destruction request prior to the actual destruction without further action of the City Council. A form will be required to be filled out and signed off on by all three parties prior to destruction of any record. The form is attached for review.

#### **FISCAL IMPACT:**

There is no fiscal impact with the approval of this item.

#### **ATTACHMENTS:**

City Council Resolution with attached Schedules Successor Agency Resolution with attached Schedule Form

#### **RESOLUTION NO. 2015 -**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ADOPTING UPDATED RECORDS RETENTION SCHEDULES AND PROCEDURES FOR THE DESTRUCTION OF RECORDS OF THE CITY MANAGER'S OFFICE, CITY CLERK'S OFFICE, POLICE DEPARTMENT, PLANNING, ENGINEERING, PUBLIC WORKS, BUILDING, FINANCE, FIRE DEPARTMENT AND CODE ENFORCEMENT

- **WHEREAS**, the keeping of numerous records is not necessary after a certain amount of time; and
- WHEREAS, retention is not required for non-records, preliminary drafts, or notes, which are not retained by the City of Cathedral City (the "City) in the ordinary course of business; and
- **WHEREAS**, Section 34090 of the California Government Code provides a procedure whereby any public record which has served its purpose and is no longer required may be destroyed, except for specific statutory provisions; and
- **WHEREAS**, pursuant to Government Code Section 34090.7, the City may prescribe a procedure whereby duplicates of records less than two years old may be destroyed if they are no longer needed; and
- **WHEREAS**, a records retention schedule is a public agency's legal authority to receive, create, retain and dispose of official public records, and in the event of litigation, a Court will accept the retention schedule as establishing which records which are produced or maintained in the "normal course of doing business"; and
- **WHEREAS**, the City Council has previously adopted the City's records retention schedule and destruction of records procedure; and
- **WHEREAS**, it is necessary to update and revise the City's records retention schedule to reflect current law and City policy; and
- **WHEREAS**, the City Council believes that a sound records management policy for the maintenance and destruction of public records which no longer serve administrative, legal, fiscal and historical purposes is deemed appropriate and essential for the effective operation of the City's governmental process; and
- **WHEREAS**, it is the City's policy to maintain public records according to its various retention schedules.
- NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1.** The Records Retention Schedules, attached hereto as Exhibit "A": (a) identify the official public records that City staff produces or maintains in the "normal course of doing business" for the following departments/divisions/offices; City Clerk's Office, City Manager's Office, Police Department, Planning, Engineering, Public Works, Building, Finance, Fire Department, and Code Enforcement; and (b) constitutes a policy for the efficient maintenance and regular destruction of public records which have outlived their legal, administrative, historical, or fiscal value, according to the established retention period.

**SECTION 2.** The records of the City of Cathedral City, as set forth in the Records Retention Schedule Exhibit "A", attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the City Clerk and City Attorney, without further action by the City Council of Cathedral City.

**SECTION 3.** The Records Retention Schedules, attached hereto as Exhibit "A" are hereby approved and adopted and shall supersede and/or replace any previously adopted records retention schedules for the City.

**SECTION 4.** The City Clerk shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 22<sup>nd</sup> day of July, 2015.

	Stanley E. Henry, Mayor
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	
Charles R. Green, City Attorney	

certify that the foregoing Resolution was introduced a of the City Council held on the 22 <sup>nd</sup> day of July, 2015 b	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Gary F, Howell, City Clerk
	Cary 1, 110 Woll, Oily Olork

I, GARY F. HOWELL, CITY CLERK of the City of Cathedral City, do hereby

# EXHIBIT "A" RECORDS RETENTION SCHEDULES

# EXHIBIT "A" RECORDS RETENTION SCHEDULES

CITY MANAGER					DATE:	July, 2015			
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION		RETENTION		COMMENTS			
		OFFICE	STORAGE	TOTAL					
LEG	AL RECORDS								
1	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: Retain until updated; these items are Confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).			
2	Appeals (Copies)	CL+3	-	CL+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006).			
3	Litigation Files (Copies)	CL+2	-	CL+2	С	Note: Duplicate series; original is with City Attorney Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
ADM	INISTRATIVE and MISCELLANEOUS RECORDS	•		•		•			
4	Correspondence Chron Files; General/Public; Controlled;	CU+2	-	CU+2	V,H	Note: See row 7 for e-mail Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			

Correspondence
Chron Files;
General/Public;
Controlled;
Reports;
Subject Files
Reproduction/printing requests; and
Correspondence not attached to agreement
or project file

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

A/F = Destroy after microfilming CU +# = Current Year plus years as indicated L = Life

VHC CODES: V = Vital H = Historical C = Confidential Page 1

	CITY MANAGER	DATE:	July, 2015						
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION		RETENTION		RECORD SERIES TITLE		V.H.C.	COMMENTS
		OFFICE	STORAGE	TOTAL					
5	Departmental Policies and Procedures	S+5	-	S+5	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
6	Department Projects, Programs, Events, Issues, Activities	CU+2	-	CU+2	Н	Authority: GC 34090.			
7	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule. i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item.  Authority: City's Computer System Usage Policy			
8	Equipment Files Owners Manuals; Service/Maintenance; Purchase Information; and Correspondence/Back-up Data	T+2	-	T+2	-	Note: T=Termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
9	California State Governor's Office/Planning and Research Other State Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			

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A/F = Destroy after microfilming CU +# = Current Year plus years as indicated L = Life

VHC CODES: V = Vital H = Historical C = Confidential Page 2

	CITY MANAGER	DATE:	July, 2015			
Item No.			RETENTION			COMMENTS
		OFFICE	STORAGE	TOTAL		
10	Riverside County	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
11	Local Government Agencies including Indian Tribes	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
12	Federal Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
13	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

\\GDQ-FS01\CompanyShare\APPS\\WPDATA\CATH\0001\RECORDS RETENTION SCHEDULES\2015 - City Manager Records Retention Schedule (06.17.15).doc

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

A/F = Destroy after microfilming CU + # = Current Year plus years as indicated <math>L = Life

VHC CODES: V = Vital H = Historical C = Confidential Page 3

DEPARTMENT: CITY CLERK						DATE: July, 2015		
Item	RECORD SERIES TITLE AND CONTENTS	RETENTION						
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS		
	CITY COUNCIL and CITY COMMISSIONS' MEETINGS, MINUTES, and NOTICE RECORDS							
1	Advertising (Legal)	CU+4	-	CU+4	V,H	Note: Includes other public notices, legal publications Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 343;; GC 911.2; GC 34090.		
2	City Council Meetings - Notices:  Notices of adjournment;  Notices of special meetings;  Notices of rescheduled meetings;  Notices of continuation;  Declarations of posting	CU+2	-	CU+2	Н	Note: Includes special meetings Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.7; GC 40801.		
3	City Council Meetings - Original Agenda Packets	Р	-	Р	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		
4	City Commissions & Committees - Original Agendas	CU +2	-	CU+2	Н	T= Termination of Service  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		
5	City Council and City Commission Minutes	Р	<del> </del> -	Р	V,H	Authority: GC34090(e)		
6	City Council Meetings - Audio and Video Tapes	Р	-	Р	Н	Note: Videos tapes may also include recordings of other agencies' meetings i.e., City Council sitting as Redevelopment Agency. Authority: GC34090.7.		
7	City Commissions & Committees - Applications Applications including unsuccessful applicants	T+5	-	T+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.		

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DEPAR	DEPARTMENT:  CITY CLERK					uly, 2015
Item		RETENTIO	RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
8	Public Hearings Notices: Proof of publication Mailing lists Certified mail receipts	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
	LEGISLATIVE RECORDS					
9	City Council Resolutions and Proclamations	Р	-	Р	V,H	Authority: GC34090(e)
10	Municipal Code	Р	-	Р	V	Authority: GC34090
11	Ordinances - Adopted Not adopted	P CU+2	-	P CU+2	V,H H	Note: Film for security Authority: GC34090(d),(e)
	BIDS and AGREEMENTS					
12	Agreements, Contracts & Leases Executed documents Amendments Attached exhibits	CL+1	9	CL+10	-	Note: For this record series, CL (Closed/Completed) represents completion of all terms of the agreement or contract.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 337; CCP 337.15.
13	Bids/Proposals Files (Successful Bidders) Requests for bids/proposals Specifications & backup data Bids/proposals received	CL+1	9	CL+10	-	Note: For this record series, CL (Closed/Completed) represents completion of all terms of the executed contract or agreement with the organization submitting the successful bid or proposal. Authority: Secretary of State Local Government Records

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DEPARTMENT: CITY CLERK						DATE: July, 2015	
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION					
		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	
					1	Management Guidelines (February 2006); CCP 337.15.	
14	Bids/Proposals Files (Unsuccessful Bidders) Unaccepted bids/proposals received on any building, structure, or other public work	CL+2	-	CL+2	-	Authority: GC34090(d) which does not authorize the destruction of records less than 2 years old.	
	FPPC FILINGS						
15	Candidate Statements and other Mandated Filings  For offices per GC87200: Mayor, City Council members, and of Committees supporting such candidates, Committees of statewide measures  If elected  If not elected  Not Candidate Controlled	P EL + 5 EL + 7	-	P EL + 5 EL + 7	V,H	Note: Filing official, City Clerk makes and retains copy and forwards to filing officer, FPPC original campaign statements of Mayor, City Council Members, and Candidates for any of these offices, and Committees. After copy has been on file for at least 2 years, may be retained on microfilm/other space-saving materials available for public inspection. Compile and maintain current lists of all statements forwarded to FPPC. Statements must be made available as soon as practicable but no later than 2nd business day after receipt.  Authority: GC81009, 87500, 2 CCR 18115	
16	Statements of Economic Interest - Assuming/Initial, Annual, Leaving Office, and Other Mandated Filings and Amendments (Copies) Elected officials per GC87200: Mayor, City Council members, Committees	CU+4	-	CU+4	V,H	Note: Filing official, City Clerk makes and retains copy and forwards to filing officer, FPPC. After copy has been on file for at least 2 years, may be retained on microfilm/other space-saving materials available for public inspection. Compile and maintain current lists of all statements forwarded to FPPC. Statements must be made available as soon as practicable but no later than 2nd business day of receipt.  Authority: GC81009, 87500, 2 CCR 18115	
17	Statements of Economic Interest for Persons Appointed/Nominated per GC87200 (Copies):	CU+4	-	CU+4	V,H	Note: Filing official, City Clerk makes and retains copy and forwards to filing officer, FPPC. After copy has been on file for at	

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DEPARTMENT:  CITY CLERK						DATE: July, 2015	
Item	RECORD SERIES TITLE AND CONTENTS	RETENTION					
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	
	City Manager City Attorney City Treasurer Planning Commissioners Official Managing Public Investments					least 2 years, may be retained on microfilm/other space-saving materials available for public inspection. Compile and maintain current lists of all statements forwarded to FPPC. Statements must be made available as soon as practicable but no later than 2nd business day of receipt.  Authority: GC81009, 87500, 2CCR 18115	
18	Statements of Economic Interest- (Form 700) For Designated City Employees/Conflict of Interest Code Filers (Original)	CU+7	-	CU+7	V,H	Note: Clerk is filing official and officer. After original has been on file for at least 2 years, may be retained on microfilm/other space-saving materials available for public inspection. Compile and maintain current list of all statements filed. Statements must be made available as soon as practicable but no later than 2nd business day of receipt.  Authority: GC81009, 87300, 87302, 87500, 2CCR 18115	
19	Gift to Agency Report (Form 801)	CU + 5		CU + 5	V, H	Authority: 2 CCR 18944.2(c)(3)(G)	
20	Tickets Provided by Agency (Form 802)	CU + 5		CU + 5	V, H	Authority: 2 CCR 18944.2(c)(3)(G)	
	ELECTIONS RECORDS						
21	Affidavits of Registration - Canceled Originals and Copies of Index to Affidavits of Registration	EL+5	-	EL+5	Н	Note: The Clerk may film canceled original affidavits of registration or do similar method of preservation per Elections Code 17000(b), record the canceled affidavit, then may destroy affidavit following first general election after date of cancellation. Copies of index (per Elections Code 2180) - keep on file as public record of election, political research, and for governmental purposes.  Authority: Elections Code 17000, 17001	
22	Canvass	Р	-	P	V,H	Note: The whole number of votes cast in the city, the names of the persons voted for, the measures voted upon, for what office each person was voted for, the number of votes given at each precinct to each person and for and against each measure, the number of votes given in the city to each person and for and against each measure are entered in City resolution per Elections Code 10260 et seq. See "City Council Resolutions"	

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DEPAR	TMENT: CITY CLERK				DATE: Ju	uly, 2015
Item		RETENTION	I			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						retention period. Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
23	Census - Federal, State, Special	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090
24	Certificates of Election	T+4	-	T+4	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006);GC 81009(a), (d).
25	Election – History	Р	-	Р	Н	Note: History of elections, sample ballots Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
26	Election Records - Packages and Identification Envelopes (Not Federal Elections as per Elections Code 17301(a))  Voted polling place ballots Voted absent voter ballots Spoiled ballots Canceled ballots Unused ballots surrendered by the voter per Elections Code Section 3015 Ballot receipts Applications for absent voter ballots	EL+6mos.	-	EL+6mos.	-	Note: This series does not apply to federal office elections of President, VP, US Senator and Representative; however, this includes (but is not limited to) assessment district ballots. If there is no contest or criminal action within the 6 month period, the package shall be destroyed or recycled; otherwise, the package remains unopened until destroyed/recycled. See line 27 below for contested elections or when criminal charges are filed.  Authority: Elections Code 17302; 17306; 17505.
27	Election Records and Supplies - Contested Elections	See Descriptor	-	See Descriptor		* Note: If a contest or criminal action is commenced prior to the date fixed for destruction, retain and do not destroy until court order to do so, or final determination, as set forth in Elections Code 15551.  Authority: Elections Code 15551
28	Federal Office Elections Where Candidates are:	EL+22	-	EL+22	Н	Note: Records concern packages containing ballots/identification envelope, retain unopened and unaltered If no contest or

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DEPARTI	DEPARTMENT:  CITY CLERK					uly, 2015
Item		RETENTION	I			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
	President, VP, US Senator, and US Representative Ballot packages of: Voted poling places Voted absent voters Spoiled ballots Canceled ballots Unused absentee ballots surrendered by voter per Elections Code 3105 Ballot receipts	mos.		mos		criminal action commenced within period, elections may destroy or recycle; otherwise, retain unopened. Authority: Elections Code 17301
29	Initiative and Referendum Petitions	CL+8mos.	-	CL+8mos.	-	Note: For this record series, CL (Closed/Completed) represents certification of election results, or, (when no election occurs) the Clerk's final examination of the petition. Destroy after said period, provided no action is pending or written request from AG, FPPC, Secretary of State, or other governmental agencies listed in Elections Code 17200(b).Public access restricted per GC6253.5.  Authority: Elections Code 17200, GC6253.5
30	Nomination papers & signatures	T+4	-	T+4	Н	Note: All nomination documents and signatures in lieu of filing fee petitions are maintained by Clerk; for this record series, T (Termination) represents the term of the office elected. Destroy after said period, provided no action is pending or written request from AG, FPPC, Secretary of State, or other governmental agencies listed in Elections Code 17100.  Authority: Elections Code 17100
31	Notifications and Publications re: Elections	EL+2	-	EL+2	Н	Note: Proof of publication or posting, certification and listing of notice of posting, copy of newspaper notice and certification of offices to be voted for at forthcoming election.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
32	Oaths of Office	T+6	-	T+6	Н	Authority: Secretary of State Local Government Records

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DEPART	DEPARTMENT:  CITY CLERK					DATE: July, 2015		
Item		RETENTION	<u> </u>					
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS		
						Management Guidelines (February 2006); GC 34090; 29 USC 1113.		
33	Rosters of Voters or Combined Rosters & Indexes	EL+5	-	EL+5	Н	Note: The Clerk may film or use similar method to preserve said records in lieu of preserving original and destroy the roster following the next subsequent election per Elections Code 17300(b).  Authority: Elections Code 17300		
34	Tally Sheets and Ballot Cards - Federal Elections (President, VP, US Senator, US Representative) Packages contain: Two tally sheets, copy of index used as voting record, challenge lists, assisted voter lists Ballots Cards	EL+22 mos.	-	EL+22 mos.	Н	Note: All voters may inspect the contents of package at all times following commencement of official canvass. If no contest or criminal action is commenced within period, Clerk may destroy or recycle packages. Sealed ballot containers may be opened if Clerk determines necessary for shredding or recycling, otherwise packages and containers to remain unopened until destroyed. Authority: Elections Code 17303,17305		
35	Tally Sheets and Ballot Cards- State/Local and NOT Federal Offices as per Elections Code 17303(a)  Packages contain:  Two tally sheets, copy of index used as voting record, challenge lists, assisted voter lists  Ballot Cards	EL+6 mos.	-	EL+6 mos.	Н	Note: All voters may inspect the contents of package at all times following commencement of official canvass. If no contest or criminal action is commenced within period, Clerk may destroy or recycle packages. Sealed ballot containers may be opened if Clerk determines necessary for shredding or recycling, otherwise packages and containers to remain unopened until destroyed. Authority: Elections Code 17304,17306		
	REAL PROPERTY RECORDS							
36	Assessment District	Р	-	Р	V,H	Note: Covers collection information; original documentation files with municipal clerk Authority: There is no specific statutory authority for retention of this item; however, the Secretary of State has recommended this retention period per the authority of section GC34090(a) which does not authorize the destruction of records affecting title to real property or liens thereon.		

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DEPART	TMENT: CITY CLERK				DATE: J	uly, 2015
Item		RETENTIO	N			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
37	CEQA Legal Notices: Notices of exemption; Notices of completion; Notices of preparation; Notices of determination; Environmental Impact Report; Mitigation monitoring; Negative declaration; Comments; and Statements of overriding considerations	P	-	Р	-	Authority: GC34090(a) plus CEQA Guidelines
38	Real Property - Certificates of Compliance (Lot Line Adjustments):  Certificates & supporting data	Р	-	Р	V,H	Authority: GC34090(a)
39	Real Property - Dedications Files: Offers of dedication & exhibits; Resolutions (file copies); and Correspondence & supporting data	Р	-	Р	V,H	Authority: GC34090(a)
40	Real Property - Detachments/Withdrawals Files:     Maps & drawings;     Studies & reports;     Agreements; and     Correspondence & supporting data	Р	-	Р	V,H	Authority: GC34090(a)
41	Real Property Files:  Deeds & supporting data;  Quitclaims & supporting data; and  Easements & supporting data	Р	-	Р	V,H	Authority: GC34090(a)
42	Subdivision Tracts Lot Splits - Mergers	Р	-	Р	V,H	Authority: GC34090(a)
	LEGAL RECORDS					

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DEPAR	TMENT: CITY CLERK				DATE: July, 2015		
Item		RETENTIO	N				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	
43	Appeals	CL+3	-	CL+3	V,H,C	Note: Original served copy should be immediately date-stamped upon receipt and forwarded to City Attorney. All else, retain original unless City Attorney's Office assistance is requested.  Authority: There is no specific statutory authority for retention of this item; however, the Secretary of State has recommended this retention period per the authority of section covering statute of limitations contained in CCP583.320(a)(3) and GC34090 which does not authorize the destruction of records less than 2 years old.	
44	Bankruptcy - related Hearing notices and motions Notices of Default Election to Surrender Deed of Trust.	CL+2		CL+2		Note: Original served copy should be immediately date-stamped upon receipt and forwarded to City Attorney. All else, retain original unless City Attorney's Office assistance is requested. Authority: GC 34090(d).	
45	City Attorney (Copy) General Opinions	AR+2 S+2	-	AR+2 S+2	CC	Note: These documents are confidential. Original is with City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).	
46	Claims Against City (Copies)	CL+5	-	CL+5	V,H	*Forward date-stamped original served copy to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.	
47	Litigation Files (Copies)	CL+5	-	CL+5	H,C	Note: Original is with City Attorney. These documents are confidential.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.	
48	Petitions to City	CU+2	-	CU+2	Н	Authority: GC 34090(d).	

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DEPART	TMENT: CITY CLERK				DATE: J	uly, 2015
Item		RETENTIO	N			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
				•		
	ADMINISTRATIVE and MISCELLANEOUS RECORDS					
49	City Clerk and City Council Correspondence Files: Incoming correspondence; Outgoing correspondence	CU+2	-	CU+2	-	Note: City Clerk correspondence relating to a specific issue is filed in the appropriate department file. Refer to row 53 for electronic mail/communications.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
50	City Clerk Memos Includes Conventions, Seminars, etc.	CU+2	-	CU+2	-	Note: City Clerk memos relating to a specific issue are filed in the appropriate department file.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
51	City History Files: Selected historical records, including: Maps & drawings; Photographs; Reports & studies; Articles & news-clippings; City publications; City newsletters; and Press releases	Р	Р	Р	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
52	City Incorporation Documents	Р	-	Р	Н	Authority: Secretary of State Local Government Records

10 days

V,H,C

Management Guidelines (February 2006); GC 34090.

Note: Emails are those kept in the ordinary course of business,

per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as

mandated by this schedule; generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential

CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination **RETENTION CODES:** AR = Annual Review A = Audit

10 days

\* = See Note for Descriptor **CU = Current Year EL=Election Date** VHC CODES: V = Vital H = Historical C = Confidential

53

**Electronic Mail** 

DEPART	MENT: CITY CLERK				DATE: July, 2015		
Item		RETENTIO	N				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	
						and/or attorney-client privileged item. Authority: City's Computer System Usage Policy	
54	Equipment Files: Owners manuals; Service/ maintenance information; Purchase information; and Correspondence & backup data	T+2	-	T+2	Н	Note: For this record series, T (Termination) represents termination of ownership of the equipment.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).	
55	Insurance Liability/Property	Р	-	P	V,H	Note: Include Certificates of Insurance [filed separately from contracts], insurance filed by licensees, liability, property, Certificates of Participation, deferred used of facilities Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.	
56	Licenses	CU+2	-	CU+2	V,H	Note: Forms, documentation required by federal or state agencies Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).	
57	Organizations Files - Civic Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include Chamber of Commerce, Rotary Club, Homeowners' Association. This record series is for general correspondence and communications with civic organizations. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).	
58	Organizations Files - Federal, State, County, Local Government Agencies and Indian Tribes: Reports & studies; Publications; and	CU+2	-	CU+2	V,H	Note: Examples include FPPC, County of Los Angeles, LAFCO, and other cities. This record series is for general correspondence and communications with government agencies. Records pertaining to agreements or projects with	

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DEPAR*	TMENT: CITY CLERK			DATE: July, 2015		
Item		RETENTIO	N			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
	Backup data					these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'.  Authority: GC 34090(d)
59	Organizations Files - Professional Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include SCAG, CCAC, and IIMC. This record series is for general correspondence and communications with professional organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'.  Authority: GC 34090(d).
60	Permits	CU+2	-	CU+2	V,H	Note: Form, related documentation required by federal or state agencies Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
61	Records Management - City Retention Schedules	S+2	-	S+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
62	Records Management - Destroyed Records Lists & Approvals	Р	-	Р	-	Note: Originals to Exhibit of Resolution Approving Destruction of Specified Records Authority: GC34090(e)
63	Riverside County Board of Supervisors Flood Control Health Department/AQMD Planning	S+2	-	S+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

\\GDQ-FS01\\CompanyShare\APPS\\WPDATA\CATH\0001\RECORDS RETENTION SCHEDULES\2015 - City Clerk Records Retention Schedule (06.17.15).doc

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

	POLICE	DEPARTMENT  RETENTION  OFFICE RECORDS DESTROY CENTER			DATE: J	uly, 2015
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE		DESTROY		

	INVESTIGATIONS & REPORTS					
1	Accident Reports	CL+2	-	CL+2		Note: For traffic collision fatalities, retain permanently per recommendation of Secretary of State.
	Traffic Collision Fatalities Reports	Р	-	Р		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
2	Actions - Disciplinary/Investigatory Records Relating to Department Personnel	CL+2	-	CL+2		Note: Scope of these records are administrative actions internally initiated by the Police Department and relating to conduct of police officers/departmental personnel. This record series does not include records pertaining to or initiated by citizen complaints governed by Penal Code Section 832.5. Refer to Rows 8 and 52, respectively, as appropriate. Authority: GC34090(d)
3	Arrest/Conviction (Marijuana)  H&S Section 11357(b), (c), (d),  (e) or H&S Section 11360(b)  Violations Occurring after  January 1, 1976	CL+2	-	CL+2	V,H	Note: "CL" for this record series denotes date of conviction or arrest if no conviction; do not destroy if pending civil action against law enforcement (see H&S 11361.5(d)); this record series applicable to convictions occurring after January 1, 1976 or arrests not filed by conviction occurring after January 1, 1976; exception H&S 11357(e) - the records shall be retained until a juvenile offender attains the age of 18 years, then destroyed pursuant to H&S 11361.5 Authority: H&S 11361.5
4	Arrest/Conviction (Marijuana) H&S Section 11357(b), (c), (d), (e) or H&S Section 11360(b) Violations Occurring before	Mandatory destruction upon notice from DOJ	-	Mandatory destruction upon notice from DOJ	V,H	Note: Applicable convictions occurring prior to January 1, 1976 or arrests not followed by a conviction occurring prior to January 1, 1976 for violations of H&S Section 11357, 11364, 11365, 11550

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VHC CODES: V = Vital H = Historical C = Confidential Page 1

	POLICE	<b>DEPARTMENT</b>			DATE: J	uly, 2015
Item	DECORD OFFICE TITLE	RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	January 1, 1976					Authority: Secretary of State Local Government Records Management Guidelines (February 2006); H & S 11361.5(c).
5	Asset Forfeiture Investigation/Proceedings Case File	CL+2	-	CL+2		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
6	Case Books, Investigative	CL+2	-	CL+2		Note: Retained by division until a case is suspended/closed; transferred to Records Division to be filed with associated Daily Reports file.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
7	Case Files Homicide; Investigator=s File	Р	-	Р		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); PC 799.
8	Claim Files Relating to Citizen Complaint	CL+5	-	CL+5	V	Note: Claim copy, correspondence, photographs, supporting documents Authority: PC832.5 GC 34090(d)
	Against Police Officer Not relating to Citizen Complaint against Police Officer	CL+2	-	CL+2	V	

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Item No. RECORD SERIES TITLE RECORDS DESTROY V.H.C. COMMENTS	ıly, 2015	DATE: J			E DEPARTMENT	POLICI	
	COMMENTS	V.H.C.			RETENTION	DECORD SERIES TITLE	
CENTER			DESTROY	RECORDS CENTER	OFFICE	AND CONTENTS	NO.

9	Crime Reports - Felony With or Without Arrest	See Descriptor	-	*		Note: The destruction of felony, misdemeanor and infraction crime/supplemental reports is permitted provided: (1) does not relate to an unadjudicated arrest except for HS11357 or 11360 violations; (2) does not relate to unserved warrants; (3) does not involve identifiable items which have not been recovered; (4) does not relate to violations listed in PC 799, 800; (5) does not relate to PC290 (specified registrants), 457.1 (arson), or H&S11590 (specified registrants); and (6) cases are not presently involved in civil or criminal litigation *Authority: Secretary of State Guidelines recommend assigning retention on applicable statute of limitation i.e., PC 800,801: 6 yr for offenses punishable by imprisonment in state prison for 8 yr +; consider - Tolling/Extension of time periods in PC804; consider appeals in progress or "3 Strikes", if applicable
10	Crime Reports - Misdemeanor/infractions	CL+2	-	CL+2	V,H	Note: The destruction of felony, misdemeanor and infraction crime/supplemental reports is permitted provided: (1) does not relate to an unadjudicated arrest except for HS11357 or 11360 violations; (2) does not relate to unserved warrants; (3) does not involve identifiable items which have not been recovered; (4) does not relate to violations listed in PC 799, 800; (5) does not relate to PC290 (specified registrants), 457.1 (arson), or H&S11590 (specified registrants); and (6) cases are not presently involved in civil or criminal litigation Authority: GC34090(d)
11	Destruction of Crime Property Guns	Р	-	Р	V,H	Authority: Secretary of State Local Government

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	POLIC	DATE: July, 2015				
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	Narcotics	P	-	Р	V,H	Records Management Guidelines (February 2006).
12	Fingerprints Suspect, Adult/Juvenile	CL	-	CL	V	Note: Includes hardcopy and digitized; destroy after original purpose achieved; adult/juvenile suspected of
	Certain license applicants	T+2	-	T+2	V	a crime taken for comparison. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); POST Law Enforcement Management Guide; GC 34090(d).
	Records Latent	*	-	*		* Secretary of State recommends applicable retention period for case statute of limitation or until evidence is destroyed.
13	Juvenile	Mandatory Destruction Upon and Pursuant to Court Order		Mandatory Destruction Upon and Pursuant to Court Order	V	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); WIC 826(a), (b); WIC 781(a) Upon petition, local laws enforcement records w/i WIC826(b) may be destroyed as ordered by court, if related probation and juvenile court records have been destroyed by the probation officer. Records involving arrests, detention and/or petitioning juvenile before juvenile court
14	Licenses Bicycle Bingo, Mace, etc. Business License	CU+2 CU+2 T+2	- - -	CU+2 CU+2 T+2		Note re: pawn/secondhand dealers: Per Secretary of State Guidelines, original to Licensee, blue duplicate to DOJ, pink duplicate retained by Agency, renewals issued annually by local agency.

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	POLICE	DATE: July, 2015				
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	Review Board Administrative File	CU+2		CU+2		Authority: GC 34090(d).
	Duplicate (pink), Second Hand Dealer, Pawn Brokers	00+2		00+2		
15	Logs Daily Activity (Jail) Juvenile Detention Investigative (Pre-arrest) Property Control Logs Rap Sheet Logs Subpoena Logs	CU+2 CU+2 CU+2 CU+2 CL+2 CU+2	- - - - - -	CU+2 CU+2 CU+2 CU+2 CL+2 CU+2	V,H	Note re: property: Log items coming into and going out of property room Authority: GC 34090(d).
16	Narcotics - No Arrest Case Files	CL+2	-	CL+2		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
17	Officer Involved Shootings - Case Files	CL+25	-	CL+25	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
18	Pawn Slips/Tickets	CU+2	-	CU+2		Authority: GC 34090(d).
19	Permits include ABC License Concealed Weapons Permits	L+2	-	L+2		Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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	POLICI	DATE: .	DATE: July, 2015			
Item	DECORD OFFICE TITLE	RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
20	Photo Lab Card -sign out Chemical/Film Inventories Operations Files	T+2 S+2 T+2	- - -	T+2 S+2 T+2		Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
21	Property Files	CU+2	-	CU+2		Note: Original reports and supplemental documentation (Lost, Found, Safekeeping) Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
22	Property - Original	Until case is adjudicated or disposition determined	-	Until case is adjudicated/or disposition determined		Note: Copy retained in records case file. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); Managing Property in Law Enforcement Agencies (POST).
23	Property, Pawn Brokers/Secondhand	CU+2	-	CU+2		Note: Sales, slips. Dealer required to file duplicate with agency. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
24	Registration Files, Arson, Sex and Narcotics	Life of Registrant Within Jurisdiction	-	Life of Registrant Within Jurisdiction	V,H	Note: Fingerprint card, photo, information also forwarded to DOJ Authority: Secretary of State Local Government

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	POLICE	DATE: July, 2015				
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
						Records Management Guidelines (February 2006).
25	Restraining orders Includes: Emergency protective orders, temporary retraining orders, legal stipulations, orders after hearing	* See descriptor	-	*		*Retain until after law enforcement actions described in PC273.5, 273.6,646.9,12028.5,13700 and Family Code Sections 6380-6383 are fulfilled and restraining order expires.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); PC 273.5, 273.6, 646.9, 12028.5, 13700.
26	Sealed Adult Found Factually Innocent	Mandatory Destruction Upon and Pursuant to Court Order	-	Mandatory Destruction Upon and Pursuant to Court Order	V	Note: General provision: upon petition records of agency must be sealed and destroyed in accordance with the provisions set by court record and subject to exceptions. DO NOT destroy if arrestee or co-defendant has filed a civil action against the peace officers or law enforcement jurisdiction has made the arrest and City has received certified copy of complaint. In such case, retain until action is resolved. Authority: PC 851.8
27	Statistical (CR), Uniform Crime Reports Mandatory to DOJ (LEIC); FBI Include Return A/Supplement; Supplementary Homicide Report; Law Enforcement Officers Killed or Assaulted; Monthly Return of Arson Offenses Known to Law Enforcement; Number of Violent Crimes Committed Against Senior Citizens; Monthly Report of Domestic Violence Related Calls for Assistance; Monthly Arrest and Citation Register; Monthly Hate Crimes Incidents; Death	CU+2	-	CU+2	V,H	Note: Originals sent to DOJ, FBI Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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	POLICE	DATE: .	DATE: July, 2015			
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	in Custody Reporting					
28	Statistical (Crime Analysis)	CU+2	-	CU+2	Н	Note: Internally generated information using activity logs, citizen calls, current and past crime statistic reports, finance dept expenditure and budget records, citations, crime reports, accident reports, permits, receipts. Reports created for variety of purposes including increases/decreases in criminal activity; officer workload, deployment, time usage Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
29	Supplemental, Felony Capital Crimes, Crimes Punishable by Death, Life Imprisonment	Р	-	Р	V,H	Note: Crimes include murder, kidnapping for ransom, treason, procuring execution by perjury, train wrecking, assault with deadly weapon by life term prisoner, bombing resulting in death/bodily injury; making defective war materials that cause death  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); PC 799.
30	Tapes Audio, Telephone, and Radio Communications Recordings  Surveillance/Security Routine Video Monitoring (Includes Videos of Jail)	CU+180 days CU+13 mo.	-	CU+180 days	V,H	Note: Recordings of telephone and radio communications" means the routine daily taping and recording of telephone communications to and from a city, city and county, or department, and all radio communications relating to the operations of the departments. Recordings subject to litigation/court action shall be preserved until pending litigation is resolved; this record series does not include City Council Audio tapes. This record series does not include tape recordings of City Council/Agency meeting. See City Clerk schedule.

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	POLIC	DATE: July, 2015				
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	Video Recording Media (videotapes, films, and recordings of Aroutine video monitoring@ pursuant to GC 34090.6 - duplicates)	90 days after occurrence of event	-	CU+13 mo.  90 days after occurrence of event	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).  Note: "Routine video monitoring" means videotaping by a video or electronic imaging system designed to record the regular and ongoing operations of the Department, and includes mobile in-car video systems, jail observations and monitoring systems, and building security taping systems.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006).  Note: These items are duplicate records if a written minutes or audiotape recording of the event is recorded in the video medium. The Department may destroy such duplicate records, 90 days after the event recorded, pursuant to a City Council - approved procedure.
31	Warrants Felony  Misdemeanor - Criminal Served Unserved  849(b) and Any Arrest Resulting in Detention only Parking Traffic	Recall after 10 yrs except for Murder/Escape  Recall after 5 yrs CU Until served, recalled or purged  CU+2 Recall after 1 yr Recall after 5 yrs	- - - - - -	Recall after 10 yrs except for Murder/Escape  Recall after 5 yrs CU Until served, recalled or purged  CU+2 Recall after 1 yr Recall after 5 yrs	V V V V	Authority: GC 34090.7  Note: Includes Warrant Service Information Card, alpha index card Authority: Secretary of State Local Government Records Management Guidelines (February 2006); California Law Enforcement Warrant Officer's Association.  Includes Warrant Svc Info Card, alpha index card  Authority: Secretary of State Local Government Records Management Guidelines (February 2006).

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	POLICE	DATE: J	uly, 2015			
Item	DECORD CEDIES TITLE	RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		

	PATROL					
32	Citations				V,H	
	Cards - Dispatch & Field Interview Citations:	CU+2	-	CU+2		*Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d); H+S 11361.5; 34090.7.
	HS11357(e), Juvenile HS11357(b),(c)(d); 11360(b)	Until offender = 18 yr CL+2	- -	Until offender = 18 yr CL+2		
	violations  Cite & Release	CL+2	-	CL+2		
		CU+90 days	-	CU+90 days		
	CA Vehicle Code Infractions - (Duplicates)  Parking/Traffic (Duplicates)	CU+2	-	CU+2		Note: Originals forwarded to court after agency processing; includes citations electronically created
	Transmittals	CU+2	-	CU+2		
	Hansimuais					

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	POLIC	DATE: J	DATE: July, 2015			
Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
33	Communication Equipment - Radio Logs	CU+2	-	CU+2	V,H	Note: Documents problems, malfunctions, resolution to provide equipment performance history.
	(Communication) Radar Calibration Reports	T+2	-	T+2		Note: Documentation of radar instruments retained during use/ownership.
						Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
	JAIL	1	<u> </u>			
34	Daily Activity Logs	CU+6	-	CU+6	V,H	Note: Daily report of staffing, bookings/releases, transfers, transportation Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
35	Inked/Palm Cards	AC+20	-	AC+20	V	Note: Persons booked into detention facilities; copies distributed to County, State, Federal agencies applicable. Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
36	Inmates - Negatives of Photographs	CU+20	-	CU+20	V,H	Note: Organized by prisoner number Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
37	Inmate Records	*	-	*	V	*Authority: Secretary of State recommends retention dependent on the facility's classification, referring to Laws and Guidelines for Local Detention Facilities by

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	POLICE	DATE: .	DATE: July, 2015			
Item	DECORD SERVES TITLE	RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
						Board of Collections (State of California).
38	Jail-Surveys	CL+2	-	CL+2		Note: Prepared quarterly, forwarded to State Board of Corrections Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
	LEGAL RECORDS		<b>.</b>			
39	Appeals (Served Copies)	CU+3	-	CU+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a)(3).
40	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: Original is with City Attorney; retain until updated; these items are confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).
41	Citizen Complaints (See Investigations under ADMINISTRATIVE Row 52)					
42	Litigation Files (Copies)	CL+2	-	CL+2	С	Note: Duplicate series; original is with City Attorney Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.

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	POLICE	DATE: J	DATE: July, 2015						
Item	DECORD SERVES TITLE	RETENTION			V.H.C.	COMMENTS			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY					
43	Subpoenas (Duplicate)	CU+2	-	CU+2		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
	ADMINISTRATIVE and MISCELLANE	ous			•				
44	California State	CU+2	-	CU+2	V,H	Authority: GC34090(d)			
	Other State Agencies								
45	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item.  Authority: City's Computer System Usage Policy			

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Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
46	Correspondence Chron Files; Printed (on paper) Electronic Mail Messages and Attachments; General/Public; Controlled; Reports; Subject Files Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: For citizen complaints see Investigations under ADMINISTRATION Row 52; for correspondence and attachments stored in electronic mail format, see Row 45. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
47	Department Manual	S+2	-	S+2	V,H	Changes to Manual are recorded in the General Orders (permanent) Authority: GC 34090(d)
48	Equipment Files Owners Manuals; Service/Maintenance; Purchase Information; and Correspondence/Back-up Data	T+2	-	T+2	-	Note: T for this record is termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
49	Federal Agencies	CU+2	-	CU+2	V,H	Authority: GC34090(d)

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Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE RECORDS CENTER		DESTROY		
50	Fingerprint - Employment	T+2	-	T+2		Note: Paperwork authorizing fingerprinting and background checks for City Employment Applicants. *If litigation initiated, maintain, during pendency of litigation, including all possible appeal periods. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d); GC 12946.
51	Grievance Files (Copies)	CL+2*	-	CL+2*	V	Note: Original with Human Resources; includes grievance filed by employees, supporting documentation. *If litigation initiated, maintain, during pendency of litigation, including all possible appeal periods. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 12946.
52	Investigations - Employment					
	Background (Hired employees)	CU + 7	-	CU + 7	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d)
	Internal investigations pertaining to disciplinary matters, citizen complaints	CL+5	-	CL+5	V	Authority: PC832.5; Evidence 1045; GC12946.
53	Local Government Agencies including Indian Tribes	CU+2	-	CU+2	V,H	Authority: GC34090(d)
54	Organization Files	CU+2	-	CU+2	Н	Authority: GC34090(d)

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Item		RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
	Civic Organizations, Homeowners Associations Professional Organizations					
55	Photographs of personnel Negative log Negatives, Miscellaneous	CU+2* CU+2*		CU+2* CU+2*		Note: Not case-related (Public relations, promotions, events, ceremonies, staff photos) *If litigation initiated, maintain during pendency of litigation, including all possible appeal periods. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d); GC 12946.
56	Policies and Procedures	S+2	-	S+2	V,H	Authority: GC34090(d)
57	Projects, Programs, Events, Issues, Activities	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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	POLICE	DATE: .	DATE: July, 2015			
Item	DECORD GERIES TITLE	RETENTION			V.H.C.	COMMENTS
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY		
58	Range Inventory	S+2	-	S+2		Note: Quarterly reports of inventories of weapons and ammunition held by Department Range. Authority: GC34090(d)
59	Riverside County	CU+2	-	CU+2	V,H	Authority: GC34090(d)
60	Training  Event files	CU+2	-	CU+2	V,H	Note: Includes brochures, promotional materials, speakers' info, guests, other documents Scope, content, time period of courses Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC
	Lesson plans, range	CU+2	-	CU+2		34090(d). Authority: GC 34090(d).
	Personnel by name	T+7	-	T+7		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
	Schedules, Range	CU+2	-	CU+2		Note: Includes daily, weekly, monthly schedules of training events at range, internal & external training Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination AC = Active CU + = Current Date of Record plus years/months/days, as indicated L = Life

A/F = Destroy after microfilming
\* - See Note for description

VHC CODES:

V = Vital

H = Historical C = Confidential

	POLICE	DATE: J	DATE: July, 2015						
Item	RECORD SERIES TITLE	RETENTION			V.H.C.	COMMENTS			
No.	AND CONTENTS	OFFICE	RECORDS CENTER	DESTROY					
61	Use of Force Supervisory Review Files	CU+2	-	CU+2		Note: Includes review forms, arrest report copies, logs Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
62	Volunteer Files	T+2	-	T+2		Note: Volunteers' identification, contact info Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
63	Watch assignment/timekeeping records	CU+2	-	CU+2		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).			
64	Weapons Department-owned database, personal weapons, alternate, secondary, handguns, inventory repairs, inactive concealed	Р	-	Р		Authority: Secretary of State Local Government Records Management Guidelines (February 2006).			

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**RETENTION CODES: AR = Annual Review** A = Audit A/F = Destroy after microfilming

**VHC CODES:** 

\* - See Note for description

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PLANNING						DATE: July, 2015		
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTIO	N		V.H.C.	COMMENTS		
		OFFICE STORAGE TOTAL						

LAN	D USE and PLANNING RECORDS					
1	Annexations (LAFCO)	2	Р	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
2	Case Files, Planning and Zoning Pertains to real property. May include: blueprints, drawings, maps, plans, reports, evaluations, uses, compliance certificates, lot line adjustments, or other planning- related matters brought before legislative body	Р	-	Р	V,H	Note: GC34090(a);H&S19850
3	CEQA Documents Exemptions; Environmental Impact Report; Mitigation monitoring; Negative Declaration; Notices of Completion and Determination; Comments; and Statements of Overriding Considerations	Р	-	Р	V,H	Authority: GC34090(a) + CEQA Guidelines
4	Flood Records	CU + 2	-	CU + 2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
5	Interpretations	CU + 2	-	CU + 2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
6	Lot Split Cases	Р	-	Р	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).

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CU +# = Current Year plus years as indicated

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	PLANNING	DATE: July, 2015					
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION			V.H.C.	COMMENTS	
		OFFICE	STORAGE	TOTAL			
7	Maps - City Boundaries	Р	-	Р	V,H	Note: Recorded maps, surveys, monuments Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).	
8	Original Zoning Maps	Р	-	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).	
9	Plans General Plan and Elements	Р	-	Р	V,H	Note: Includes Sphere of Influence Authority:GC34090(a),(e)	
10	General Plan Amendments Approved Denied	CL+2 CU+3	-	CL+2 CU+3	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 50110; GC 65103.	
11	Street Name Changes	P	-	Р	-	Note: Street dedications, closings, address assignment/changes Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).	
12	Studies, Fees Studies, Special Projects and Areas	CL+2	-	CL+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).	
13	Variances	Р	-	Р	-	Authority: GC34090(a)	
14	Zoning	Р	-	Р	-	Authority: GC34090(a)	
15	Conditional Use Permits	CU+2	-	CU+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).	

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A/F = Destroy after microfilming

VHC CODES: V = Vital H = Historical C = Confidential

	PLANNING	DATE: J	DATE: July, 2015			
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION			V.H.C.	COMMENTS
		OFFICE	STORAGE	TOTAL		
		1	1	1		
16	Permits, Other	C+2	-	C+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
17	Photographs	Р	-	Р	-	Note: Includes aerial photos Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
PLA	NNING COMMISSION and RELATED COMMITTEES	5		•		
18	Planning Commission and Committees Notices of Meetings	CU+2	-	CU+2	V,H	Note: Includes special meetings and other public notices Authority: GC34090.7 and 54960.1(c)(1).
19	Certificate of Posting and other Legal Advertising Proof of Publications	CU+4	-	CU+4	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 343; CCP 349 et. seq.; GC 911.2; GC 34090.
20	Agendas and Staff Reports	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
21	Minutes	Р	-	Р	V,H	Authority: GC34090(e)
22	Meetings - Audio and Video Tapes	6 months	-	6 months	Н	Note: Authority: GC34090 (d).

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	PLANNING	DATE: July, 2015				
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTIO	N		V.H.C.	COMMENTS
		OFFICE	STORAGE	TOTAL		
23	Planning Commissioner and Other Committee Members Files Applications; Letters of Appointment; Letters of Resignation; Certificates; and Oaths	T+2	-	T+2	V,H	Note: T= Termination of Service Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
LEG	AL RECORDS					
24	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: Confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).
25	Appeals (Copies)	CL+3	-	CL+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a)(3); GC 34090
26	Litigation Files (Copies)	CL+2	-	CL+2	С	Note: Duplicate series; original is with City Attorney Authority: GC 34090

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VHC CODES: V = Vital H = Historical C = Confidential Page 1

	PLANNING	DATE: July, 2015				
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION	N		V.H.C.	COMMENTS
		OFFICE	STORAGE	TOTAL		

ADM	IINISTRATIVE and MISCELLANEOUS RECORDS					
27	Correspondence Chron Files; General/Public; Controlled; Reports; Subject Files Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: For electronic mail/communication, see row 30 Authority: GC34090(d)
28	Departmental Policies and Procedures	S+5	-	S+5	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
29	Department Projects, Programs, Events, Issues, Activities	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
30	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item.  Authority: City's Computer System Usage Policy
31	Equipment Files Owners Manuals; Service/Maintenance; Purchase Information; and Correspondence/Back-up Data	T+2	-	T+2	-	Note: T for this record is termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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**VHC CODES:** 

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	PLANNING	DATE: July, 2015				
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION			V.H.C.	COMMENTS
		OFFICE	STORAGE	TOTAL		
32	California State Governor's Office/Planning and Research Other State Agencies	CU+2	-	CU+2	V,H	Authority: GC34090(d)
33	Riverside County	CU+2	-	CU+2	V,H	Authority: GC34090(d)
34	Local Government Agencies including Indian Tribes	CU+2	-	CU+2	V,H	Authority: GC34090(d)
35	Federal Agencies	CU+2	-	CU+2	V,H	Authority: GC34090(d)
36	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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VHC CODES: V = Vital H = Historical C = Confidential Page 6

ENGINEERING						DATE: July, 2015		
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION	RETENTION					
		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS		
PERM	MITS AND PLANS							
1	Certificates of Insurance	Р	-	Р		Note: Compliance, elevation, occupancy which affect real property Authority: recommended this retention period per the authority of GC34090.		
2	Construction (Approved)	Р	-	Р		Note: This record series pertains to public works construction per GC4002. Original building permits are maintained by Building Department Authority: GC34090(a); GC34090.7; GC4000 et seq.		
3	Field Books - Surveys	Р	-	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).		
4	Miscellaneous Drawings, Blueprints, and Specifications	CL+2	-	CL+2		Note: Includes those submitted by contractors with application for permit and builds for Certificate of Occupancy; compare those for Plans of Buildings below Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		
5	Permits	Р	-	Р	V	Note: Permits are those issued by this Department and include but are not limited to: Encroachment and Utility (private development). However, building permits are maintained by the Building Department.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).		
6	Plans (General/Building)	L	-	L	V,H	Note: "L" in this series means "Life" of building; for duplication, requires authorization from original or current owner of building and the professional signing off on the plan (H&S 19851). Except for plans for development as defined in Sections 4100 or 6534 of the Civil Code, plans need not be filed for: (a) Single or multiple dwellings not more than two stories and basement in height. (b) Garages and other structures appurtenant to buildings described		

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	ENGINEERING	DATE: July, 2015				
Item	RECORD SERIES TITLE AND CONTENTS	RETENTION				
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						under subdivision (a). (c) Farm or ranch buildings. (d) Any one- story building where the span between bearing walls does not exceed 25 feet. The exemption in this subdivision does not, however, apply to a steel frame or concrete building. Authority: H&S19850 H&S 19851
7	Plans, Capital Improvement, Projects Includes: Street and Drainage Plans	Р	-	Р		Note: Streets, curbs, gutters, sidewalks, storm drains Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
8	Grading Plans	Р	-	Р		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
	Permit (only)	CL+2	-	CL+2		Authority: GC34090(d)
STRE 9	ETS/ALLEYS  Traffic Engineering/Street Improvements Related Includes:     Abandonment/Vacations/Lot-line adjustments     Closures/Mergers     Easements, Dedications, Rights-of-Way Field Books/Survey/Subdivision Map Naming and Numbering (Block/House) Intersection Records     Development Conditions     Record Map Checking     Improvement Plan Checking and Review	P P P P P CU+2* P	- - - - - - - - -	P P P P CU+2* P	V,H (all)	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).  See Above (all except as noted)  *Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

RETENTION CODES: AR =

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	ENGINEERING	DATE: July, 2015				
Item	RECORD SERIES TITLE AND CONTENTS	RETENTION				
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
	Inventory, Traffic Control Device	S+2*	-	S+2*		
10	Parking (Traffic Engineering Related) Lots Regulations/Zones	CU+2 S+2		CU+2 S+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
11	Photographs	S+2	-	S+2		Note: Includes aerials Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
12	Reports/Studies Includes Traffic Safety Survey Related	CL+2	-	CL+2		Note: Studies/reports pertaining to private construction projects shall not be maintained by the Department unless otherwise required by law.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
13	Routes, School Bus & Truck, Bike Paths (Traffic Engineering Related)	S+2	-	S+2		Note: Includes truck routes, access ramps, rest areas Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
14	Signage	L+2	-	L+2		Note: Includes restricted parking zones, log books, index register cards, inventory lists, records of traffic signs Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
15	Traffic Signals Includes: Traffic Control Plan	L+2	-	L+2		Note: Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing and maintenance. Authority: Secretary of State Local Government Records Management Guidelines (February 2006).

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	ENGINEERING	DATE: July, 2015						
Item	RECORD SERIES TITLE AND CONTENTS	RETENTION						
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS		
16	Soil	CL+2	-	CL+2	V,H	Note: Includes reports Authority: GC34090(d)		
LEGA	L RECORDS				1			
17	Appeals (Copies)	CL+3	-	CL+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a)(3); GC 34090.		
18	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: Retain until updated; these items are confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).		
19	Citizen Complaints (See Correspondence under ADMINISTRATIVE							
20	California State	CU+2	-	CU+2	V, H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.		
TRAN	TRANSPORTATION COMMISSION and RELATED COMMITTEES							
21	Commission and Committees Notices of Meetings	CU+2	-	CU+2	V,H	Note: Includes special meetings and other public notices Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		

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	ENGINEERING	DATE: July, 2015				
Item No.	RECORD SERIES TITLE	RETENTION			V.H.C.	COMMENTS
NO.	AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
22	Certificate of Posting and other Legal Advertising	CU+4	-	CU+4	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
23	Agendas and Staff Reports	CU+2	-	CU+2	V,H	Authority: There is no specific statutory authority for this item however Secretary of State has recommended this retention period per the authority of GC34090.
24	Minutes	Р	-	Р	V,H	Authority: GC34090(e)
25	Transportation Commission Meetings - Video Tapes	90 days	-	90 days	Н	Authority: GC34090(d)
26	Transportation Commission - Commissioner and Other Committee Members Files Applications; Letters of Appointment; Letters of Resignation; Certificates; and Oaths	T+2	-	T+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
ADMI	NISTRATIVE and MISCELLANEOUS RECORDS					
27	Correspondence Chron Files; General/Public; Controlled; Reports; Citizen Complaints; Subject Files Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: For email, see row 30 below Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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	ENGINEERING	DATE: July, 2015				
Item	DECORD OFFICE TITLE	RETENTION	RETENTION			COMMENTO
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
28	Departmental Policies and Procedures	S+5	-	S + 5	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
29	Department Projects, Programs, Events, Issues, Activities Publications	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
30	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule. i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item.  Authority: City's Computer System Usage Policy
31	Equipment Files (Including Vehicles) Owners Manuals; Service/Maintenance/Gas Logs; Vendors; Catalogs; Purchase Information	T+2	-	T+2	-	Note: T= termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
32	Federal Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
33	Local Government Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
34	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

RETENTION CODES: AR = Annu

AR = Annual Review A = Audit

CL= Closed/Completed CU = Current Date of Document E = Expiration P = Permanent

VHC CODES:

	ENGINEERING	DATE: July, 2015				
Item No.	RECORD SERIES TITLE AND CONTENTS	RETENTION OFFICE STORAGE TOTAL		V.H.C.	COMMENTS	
35	Riverside County	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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RETENTION CODES: AR = Annual Review A = Audit CL= Closed/Completed CU = Current Date of Document E = Expiration P = Permanent

	PUBLIC WORKS	DATE: .	DATE: July, 2015									
Item		RETENTION										
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS						
MAIN	MAINTENANCE PUBLIC STREETS, SIDEWALKS, THOROUGHFARES											
1	Field Books	Р	-	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).						
2	Flooding/Traffic Safety	CU+2	-	CU+2		Note: Includes other unusual road conditions; barricades; emergencies related Authority: GC34090(d)						
3	General Maintenance/ Operations Work Orders Inspection Repairs Cleaning Signals Striping	CU+2	-	CU+2	V,H	Authority: GC34090(d)						
4	Irrigation	CU+2	1	CU+2		Note: Includes schedule Authority: GC34090(d)						
5	Landscape Maintenance	CU+2	-	CU+2		Authority: GC34090(d)						
6	Miscellaneous Drawings, Maps, Mylars, Blueprints, and Specifications	CL+2	-	CL+2		Authority: There is no specific statutory authority for the retention of this item; however, the Secretary of State has recommended this retention period per the authority of GC34090(d) which does not authorize the destruction of records less than 2 years old.						
7	Photographs	CU+2	-	CU+2		Note: Includes aerials Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).						
8	Reports/Studies	CL+2	-	CL+2		Note: Studies/reports pertaining to those of private construction projects shall not be maintained by the Department unless required by law.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).						

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	PUBLIC WORKS	DATE: J	DATE: July, 2015			
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
9	Sidewalk	L+2	-	L+2		Note: Includes records relating to replacement, construction; curbs, gutters and cross gutters Authority: GC34090(d)
10	Signage	L+2	-	L+2		Note: Includes records relating to replacement Authority: GC34090(d)
11	Storm Drains Retention Basins (Cleaning)	CU+2	-	CU+2		Note: Includes records relating to maintenance Authority: GC34090(d)
LEGA	AL RECORDS					
12	Appeals (Copies)	CL+3	-	CL+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a)(3); GC 34090.
13	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: Retain until updated; these items are confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).
14	Citizen Complaints (See Correspondence under ADMINISTRATIVE)					
15	California State	CU+2	-	CU+2	V, H	Authority: GC34090
ADM	INISTRATIVE and MISCELLANEOUS RECORDS					
16	Correspondence Chron Files; General/Public; Controlled; Reports; Citizen Complaints; Subject Files Reproduction/printing requests; and	CU+2	-	CU+2	V,H	Note: For electronic records, see below Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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VHC CODES:

	BUILDING	DATE: July, 2015				
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL			V.H.C.	COMMENTS
BUIL	DING INSPECTION AND PLAN CHECKS					
1	Backup files	CL+2	-	CL+2	V,H	Authority: GC34090(d)
2	Building Calculations	L	-	L		Note: L= Life of Building Authority: GC 34090
3	Building Code Review, Compliance	S+2	-	S+2		Note: Legislative items/ordinances are filed "P" with City Clerk Authority: GC34090(d)
4	Building Inspection Reports City Projects Other Inspections	CL+2	-	CL+2		Note: Includes Log Book; daily inspections Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
5	Field Books - Surveys	Р	-	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
6	Miscellaneous Drawings, Maps, Mylars, Blueprints, and Specifications	CL+2	-	CL+2		Note: Includes those submitted by contractors with application for permit and builds for Certificate of Occupancy; compare those for Plans of Buildings below Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
7	Permits	Р	-	Р	V	Authority: Secretary of State Local Government

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Records Management Guidelines (February 2006);

	BUILDING	DATE: July, 2015				
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE		TOTAL	V.H.C.	COMMENTS
						GC 34090(a).
8	Plans	L	-	L	V,H	Note: "L" = Life of building; for duplication, requires authorization from original or current owner of building and the professional signing off on the plan (H&S 19851). Except for plans for development as defined in Sections 4100 or 6534 of the Civil Code, plans need not be filed for: (a) Single or multiple dwellings not more than two stories and basement in height. (b) Garages and other structures appurtenant to buildings described under subdivision (a). (c) Farm or ranch buildings. (d) Any one-story building where the span between bearing walls does not exceed 25 feet. The exemption in this subdivision does not, however, apply to a steel frame or concrete building. Authority: H&S19850 H&S 19851
9	Plan Check Commercial/Industrial Single Family	Р	-	Р		Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
10	Photographs	S+2	-	S+2		Note: Includes aerials Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
11	Receipt Books	CL+4	-	CL+4		Authority: CCP338
12	Reports/Studies	CL+2	-	CL+2		Note: Studies/reports pertaining to those of private construction projects shall not be maintained by the Department unless required by law.  Authority: Secretary of State Local Government

RETENTION CODES: AR = Annual Review A = Audit CL= Closed/Completed CU = Current Date of Document E = Expiration P = Permanent

	BUILDING	DATE: July, 2015				
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						Records Management Guidelines (February 2006); GC 34090(d).
LEG	AL RECORDS	<u> </u>	<u> </u>			
13	Appeals (Copies)	CL+3	-	CL+3	V,H	Note: Original copy should be date-stamped and forwarded to City Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a); GC 34090.
14	City Attorney memoranda and legal opinions	S+2	-	S+2	С	Note: These items are confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).
15	Citizen Complaints (See Correspondence under ADMINISTRATIVE					
16	California State	CU+2	-	CU+2	V, H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
ADM	INISTRATIVE and MISCELLANEOUS RECORDS	ı	1			
17	Correspondence Chron Files; General/Public; Controlled; Reports; Citizen Complaints;	CU+2	-	CU+2	V,H	Note: For electronic records, see below Authority: There is no specific statutory authority for retention of this item; however, the Secretary of State has recommended this retention period per the authority of GC34090(d) which does not authorize the destruction of records less than 2 years old.

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	BUILDING	DATE: July, 2015				
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE		TOTAL	V.H.C.	COMMENTS
	Subject Files Reproduction/printing requests; and Correspondence not attached to agreement or project file					
18	Departmental Policies and Procedures	S+2	-	S + 2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
19	Department Projects, Programs, Events, Issues, Activities Publications	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
20	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item. Authority: City's Computer System Usage Policy
21	Equipment Files (Including Vehicles) Owners Manuals; Service/Maintenance/Gas Logs; Vendors; Catalogs; Purchase Information	T+2	-	T+2	-	Note: T for this record is termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
22	Federal Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006);

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	BUILDING	DATE: July, 2015				
Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						GC 34090(d).
23	Local Government Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
24	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
25	Riverside County	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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	PUBLIC WORKS	DATE: July, 2015				
Item		RETENTION	RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
	Correspondence not attached to agreement or project file					
17	Departmental Policies and Procedures	S + 5	-	S+5	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
18	Department Projects, Programs, Events, Issues, Activities Publications	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
19	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule. i.e; generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item. Authority: City's Computer System Usage Policy
20	Equipment Files (Including Vehicles) Owners Manuals; Service/Maintenance/Gas Logs; Vendors; Catalogs; Purchase Information	T+2	-	T+2	-	Note: T= Termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
21	Federal Agencies	CU+2	-	CU+2	V,H	Authority: GC34090(d)
22	Local Government Agencies	CU+2	-	CU+2	V,H	Authority: GC34090(d)
23	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
24	Riverside County	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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STORAGE

**RETENTION** 

OFFICE

## FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES

**DATE: July, 2015** 

**COMMENTS** 

V.H.C.

TOTAL

FIN	FINANCIAL										
1	Agreements, Contracts & Leases Executed documents, amendments & exhibits Non-infrastructure Infrastructure (DDA, OPA, MOU, MOA)	CL CL	10 P	CL+10 P	-	Note: CL= completion of all terms of the agreement or contract. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 337.15.					
2	Assessment District	Р	-	Р	V,H	Note: Collection information; original documentation files with municipal clerk Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.					
3	Audit & Tax Reports to State Agencies: Final reports; Source materials and backup data; Procedures for preparation;	CU+10	-	CU+10	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 337.15; GC 34090.					
4	Bids/Proposals Files (Successful Bidders) Requests for bids/proposals; Specifications & backup data; Agreements/contracts; and Bids/proposals received	CL+1	9	CL+10	-	Note: For this record series, CL completion of all terms of the executed contract or agreement with the organization submitting the successful bid or proposal.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 337.15.					
5	Bonds	CL	10	CL+10	V	Note: Final bond documentation; drafts are not retained. Authority: GC34090; CCP337.5					

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EL = Election Date \*= See Notes for Descriptor

VHC CODES: V = Vital H = Historical C = Confidential

**RECORD SERIES TITLE** 

**AND CONTENTS** 

Item No.

STORAGE

**RETENTION** 

OFFICE

# FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES

**RECORD SERIES TITLE** 

**AND CONTENTS** 

Item No. **DATE: July, 2015** 

**COMMENTS** 

V.H.C.

TOTAL

6	Budgets Final budget documents	Р	Р	Р	Н	Note: This series is for the final budget documents only. Budget development files are held by Finance Department. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
	Operating	S+2	-	S+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
7	Franchise Files Agreements; Bonds/Certificates of insurance; Statements & reports; and FCC forms	CL	Р	Р	Н	Note: CL completion of all terms of the franchise agreement. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
8	Property Taxes Records Assessed values total statements; Reports & studies;	Р	-	Р	-	Authority: GC34090(a)
9	Revenues Files: Revenues reports & studies; Correspondence & backup data	Р	Р	Р	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
10	Sales Tax Records Sales tax revenue reports	Р	Р	Р	-	Authority: GC34090(a)

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#### **DATE: July, 2015** FINANCE: ADMINISTRATIVE SERVICES, **ACCOUNTING SERVICES, and HUMAN RESOURCES** Item RETENTION **RECORD SERIES TITLE** V.H.C. **COMMENTS** No. STORAGE OFFICE TOTAL AND CONTENTS Р Р Н Authority: GC34090(a) **Special Assessment Districts Files:** Includes the Public hearings documentation **RISK MANAGEMENT** Ρ Ρ Note: Compliance, elevation, occupancy which affect real property Certificates of Insurance Authority: Secretary of State Local Government Records 12 Management Guidelines (February 2006); GC 34090. Р Р Authority: Secretary of State Local Government Records **Certificates of Liability** E+1 Management Guidelines (February 2006); GC 34090. CU+2 CU+2 Duplicate series. Official is held by claims adjustor or assigned Claims (Against the City) Files attorney. If official pleadings, submit to City Attorney's office. Authority: GC34090.7 Claims Loss Runs (Fiscal Year End) CU+5 CU+5 Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090. CU+2 CU+2 Note: Information from the monthly loss runs is restated in the **Claims Loss Runs (Monthly)** fiscal year end report. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d). 17 Insurance Certificates (Businesses Operating in the E+2 E+2 Authority: Secretary of State Local Government Records City) Management Guidelines (February 2006); GC 34090(d).

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### FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES

DATE: July, 2015

Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
18	Insurance - Other  Liability/Property  Workers Compensation	P P P		P P P	V,H V,H V,H	Note: Includes Certificates of Insurance [filed separately from contracts, and includes insurance filed by licensees] Note: May include liability, property, Certificates of Participation, deferred used of facilities Note: Includes: Indemnity; PERS - working files; originals with
	·					Administrator/Human Resources Manager Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
19	Letters of Credit	T+5	-	T+5	-	Note: For this record series, T (Termination) represents termination of credit agreement. Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
20	Reports/Studies	CL+2	-	CL+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
21	Tort Claim Administrative Files Budgets and financial statements; Reports & studies; Bulletins & publications; and Meetings agendas	CU+5	-	CU+5	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
22	Workers Compensation Insurance Policies	S	Р	Р	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
23	Workers Compensation Insurance Administration Records:	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).

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#### **DATE: July, 2015** FINANCE: ADMINISTRATIVE SERVICES, **ACCOUNTING SERVICES, and HUMAN RESOURCES** Item RETENTION **RECORD SERIES TITLE** V.H.C. **COMMENTS** No. OFFICE STORAGE TOTAL AND CONTENTS Loss analysis; and **Statements PERSONNEL Action Requests/ Grievances** CU+2 CU+2 H.C Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 6254; Civil Code 1798.40. \* If pending civil action, retain until litigation resolved including time **Applications and Referral Records** CU+2\* CU+2\* for possible appeal. Authority: GC12946 **Background (non-hired employees)** CL+2 CL+2 V,H Authority: Secretary of State Local Government Records management Guidelines (February 2006); GC 34090(d). Secretary of State Local Government Records Authority: CU+2 CU+2 Psychological and polygraph examination reports on Management Guidelines (February 2006). candidates not hired by Police Department Awards, Commendations, Superior Accomplishments CU+3 CU+3 Н Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 6254; Civil Code 1798.40. S+2 S+2 Authority: GC 34090 **Compliance Requirements** 28 S+2 S+2 Authority: GC 34090 **Duty Statements** Р Р Р V Note: Benefits records are also held by the administering **Employee Benefits Administration Records** organization (PERS). Plan documents: and Authority: Secretary of State Local Government Records **Enrollment forms** Management Guidelines (February 2006); GC 34090; 29 USC 1113.

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# FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES | Item | No. | RECORD SERIES TITLE | OFFICE | STORAGE | TOTAL | V.H.C. | COMMENTS

30	Employee Records	CL+2*	-	CL+2*	V,H,C	Note: Includes current and terminated/former employees' records: application, personnel, membership, or employment referral records. For Public Safety/Law Enforcement records pertaining to administrative investigations or citizen complaints against peace officer, refer to Police Department Record Retention Schedule. CL= Until employee leaves or terminates. These records are confidential subject to certain conditions for disclosure. Please consult City Attorney's Office. Includes records pertaining to "attendance".  *If pending subject to pending complaint, retain until litigation resolved including time for any possible appeal. Authority: GC12946
31	Human Resources Policies	S+7	-	S+7	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
32	MOU Agreements Includes certificates, agreements, plans, notices, memoranda summarizing terms of oral agreements	CL+3	-	CL+3	-	Note: CL in this record series is Close/termination of agreement. Authority: 29 CFR 516.5
33	Organization Charts	S+2	-	S+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
34	Procedures (Including Emergency Preparedness)	S+2	-	S+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).

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#### **DATE: July, 2015** FINANCE: ADMINISTRATIVE SERVICES. **ACCOUNTING SERVICES, and HUMAN RESOURCES** Item RETENTION **RECORD SERIES TITLE** V.H.C. COMMENTS No. STORAGE OFFICE TOTAL AND CONTENTS **Toxic Exposure Reports** S+2 S+2 Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 6254; Civil Code 1798.40. CU+3 CU+3 Authority: Secretary of State Local Government Records **Training** Management Guidelines (February 2006); GC 6254; Civil Code 1798.40. **PURCHASING** CU+7 Authority: Secretary of State Local Government Records Checks/Registers/Ledgers CU+7 Management Guidelines (February 2006). CU+7 CU+7 Fees/Receipts Note: Or until audit completed Authority: Secretary of State Local Government Records Management Guidelines (February 2006). Authority: Secretary of State Local Government Records S+2 S+2 Grants Management Guidelines (February 2006). Authority: Secretary of State Local Government Records CU+7 CU+7 Invoices Management Guidelines (February 2006). **Purchasing - Other** General AR+2 AR+2 V A+4 A+4 Note: Original documents **Purchase Orders** V A+2 A+2 Requisitions Ρ Р V.H Authority: Secretary of State Local Government Records **Vendor Register**

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded CU=Current Year

EL = Election Date \*= See Notes for Descriptor

	FINANCE: ADMINISTRATIVE S ACCOUNTING SERVICES HUMAN RESOURCE	DATE: J	DATE: July, 2015			
Item		RETENTION	I			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						Management Guidelines (February 2006); GC 34090; CCP 337.
LIC	ENSE	<u> </u>	<u> </u>			
42	Business	T+4	-	T+4	-	Note: Includes applications, records of paid monies, and required reports Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; CCP 337.
PA	YROLL					
43	Adjustments	A+4	-	A+4	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; 29 CFR 516.5-516.6.
44	Earnings Records Includes PERS Employee Deduction Reports, Wage Rate Tables, Earning Cards or Sheets, and Additions to and Deductions from Wages Paid	CL+4*	-	CL+4*	-	Note: CL= Due date for the tax owed.  *"T+4" for PERS deduction reports. Authority: 29 CFR 516.6; Secretary of State Local Government Records Management Guidelines (February 2006).
45	Register	Р	-	Р	Н	Note: Labor costs by employee and program Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
46	Salary Records	T+3	-	T+3	-	Note: T= Due date for the Tax owed or date of entry, whichever is applicable. Authority: 29 CFR 516.6.

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#### **DATE: July, 2015** FINANCE: ADMINISTRATIVE SERVICES. **ACCOUNTING SERVICES, and HUMAN RESOURCES** Item RETENTION **RECORD SERIES TITLE** V.H.C. COMMENTS No. STORAGE OFFICE TOTAL AND CONTENTS **LEGAL RECORDS** CU+3 CU+3 V.H Note: Original copy should be date-stamped and forwarded to City Appeals (Copies) Attorney. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; CCP 583.320(a)(3). **Claims Against City** CL+2 CL+2 V,H Note: Paid or denied claims Authority: GC34090(d). С City Attorney memoranda and legal opinions S+2 S+2 Note: Retain until updated; these items are confidential Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k). Citizen Complaints (See Correspondence under ADMINISTRATIVE) S S Legislation (affecting municipalities) Н S+2 С S+2 Note: Duplicate series; original is with City Attorney Litigation Files (Copies) Authority: GC 34090 ADMINISTRATIVE and MISCELLANEOUS RECORDS 53 California State CU+2 CU+2 V.H Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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EL = Election Date \*= See Notes for Descriptor

**RETENTION** 

# FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES

Item

**DATE: July, 2015** 

No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
54	Correspondence Chron Files; General/Public; Controlled; Reports; Citizen Complaints [against non-safety personnel; refer to Police Department Record Retention Schedule for record retention of complaints /reports against peace officers] Subject Files Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: For e-mails, see Row 57 Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
55	Departmental Policies and Procedures	S+5	-	S+5	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
56	Department Projects, Programs, Events, Issues, Activities Publications	CU+5	-	CU+5	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
57	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item.  Authority: City's Computer System Usage Policy

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## FINANCE: ADMINISTRATIVE SERVICES, ACCOUNTING SERVICES, and HUMAN RESOURCES

DATE: July, 2015

Item		RETENTION	1			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
58	Equipment Files (Including Vehicles) Owners Manuals; Service/Maintenance/Gas Logs; Vendors; Catalogs; Purchase Information	T+2	-	T+2	-	Note: T=Termination of ownership of the equipment. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
59	Federal Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
60	Local Government Agencies	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
61	Organization Files Civic Organizations, Homeowners Associations Professional Organizations	CU+2	-	CU+2	Н	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
62	Riverside County	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
63	Service Requests: White & pink copies of service requests	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).

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EL = Election Date \*= See Notes for Descriptor

	FIRE	DATE: July, 2015								
Item		RETENTION	RETENTION							
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS				
ADM	ADMINISTRATIVE AND MISCELLANEOUS RECORDS									
1.	Correspondence Chron Files; General/Public; Reports; Citizen Complaints; Subject Files; Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: See row 2 for electronic mail communications Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).				
2.	Electronic Mail	10 days	-	10 day	s V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item. Authority: City's Computer System Usage Policy				
3.	Emergency Medical Services Reports	CL+6	-	CL+6	V,H	Note: These records are considered open until they are completed, billed and paid.  Authority: CCP 340.5  Note: Patients Health Insurance Portability and Accountability Act original, signed documentation of Disclosures, Consent, Treatment, amendments.  Authority: 45 CFR 164.526(f)and 164.530(j)(1)				

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

CU+3

V,H

Authority: 8 CCR 3203(b)(1); CCP 340.5

CU+3

CU = Current Year \* = See Note for Descriptor

VHC CODES: V = Vital H = Historical C = Confidential

**Equipment/vehicle Files:** 

	FIRE						DATE: July, 2015		
Item		RETENTION							
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C	C.	COMMENTS		
	Owners manuals; Service/ maintenance information; Purchase information; and Correspondence & backup data								
5.	Events	CU+2	-	CU+2			Note: Includes plans for gates, special event/ layouts, temporary conditions Authority: GC 34090(d)		
6.	Field reports, non-fire, non-arson	CU+2	-	CU+2		-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		
7.	Fire Code (Uniform)	S + 2	-	S+2	,	V,H	Authority: GC 34090(d)		
8.	HIPPA Forms	CU+6	-	CU+6	,	V,H	Note: Patients Health Insurance Portability and Accountability Act original, signed documentation of Disclosures, Consent, Treatment, amendments. Authority: 45 CFR 164.526(f)and 164.530(j)(1)		
9.	History Files (Departmental): Selected historical records, including: Maps & drawings; Photographs; Reports & studies; Articles & news-clippings; Publications; Newsletters; and Press releases	CU+2	-	CU+2		V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).		
10.	Homicide Investigations - Evidence Arson	Р	-	Р			Note: Supports prosecution resulting in homicide; see more - row 16		

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

CU = Current Year \* = See Note for Descriptor

RECORD SERIES TITLE AND CONTENTS  Hydrant System Incident Report	RETENTION OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
AND CONTENTS  Hydrant System	OFFICE P	STORAGE	TOTAL	V.H.C.	COMMENTS
AND CONTENTS  Hydrant System	Р		TOTAL	V.H.C.	COMMENTS
			T		
					Authority: PC 799
Incident Report		] -	Р		Authority: GC 34090(a)
	CL + 3	-	CL+3	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 338; GC 34090(d).
Inspections; Fire Prevention	CL+3	-	CL+3	-	Note: Includes alarm/sprinkler systems, prevention efforts Authority: Secretary of State Local Government Records Management Guidelines (February 2006).
Insurance Liability/Property	Р	-	Р	V,H	Note: Include Certificates of Insurance [filed separately from contracts], insurance filed by licensees, liability, property, Certificates of Participation, deferred used of facilities.  Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
Inventory, Equipment & Supplies	CU+2	-	CU+2	-	Note: Includes narcotic inventory - various drugs distributed to the department for patients, cataloging distribution and use. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
Investigations, Evidence (Crimes punishable by death, life with or without parole, embezzlement of public money)	P	-	P	-	Authority: Secretary of State recommends this retention period per PC799,800,801 (relating to statute of limitations for certain crimes); UFC104.32 (I.e., to support prosecution resulting in homicide; great bodily harm; inhabited structure or property).  Authority: PC 800 (6 yr statute of limitations), PC 801 (3 year statute of limitations)
	nsurance Liability/Property  nventory, Equipment & Supplies  nvestigations, Evidence (Crimes punishable by death, life with or without parole, embezzlement of	nsurance Liability/Property  nventory, Equipment & Supplies  CU+2  nvestigations, Evidence (Crimes punishable by death, life with or without parole, embezzlement of public money)	nsurance Liability/Property  nventory, Equipment & Supplies  CU+2  -  nvestigations, Evidence (Crimes punishable by death, life with or without parole, embezzlement of public money)	nsurance Liability/Property  P - P  nventory, Equipment & Supplies  CU+2 - CU+2  nvestigations, Evidence (Crimes punishable by leath, life with or without parole, embezzlement of public money)	nsurance Liability/Property  P - P V,H  nventory, Equipment & Supplies  CU+2 - CU+2 -  nvestigations, Evidence (Crimes punishable by death, life with or without parole, embezzlement of public money)

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	FIRE	DATE: July, 2015				
Item		RETENTION	l		2	
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
17.	Journals, Fire Station	CU + 2	-	CU + 2	2 -	Note: Activities, personnel, engine company Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
19.	Logs (Field, non-fire, non-arson)	CU+2	-	CU+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
20.	Logs, Fire Equipment/Gear	CU+2	-	CU+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
21.	Organizations Files - Civic Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include Chamber of Commerce, Rotary Club, Homeowners' Associations. This record series is for general correspondence and communications with civic organizations. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'.  Authority: GC 34090(d).
22.	Organizations Files - Federal, State, County, Local Government Agencies and Indian Tribes: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include FPPC, County of Los Angeles, LAFCO, and other cities. This record series is for general correspondence and communications with government agencies. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases'.  Authority: GC 34090(d).
23.	Organizations Files - Professional Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include SCAG, CCAC, and IIMC. This record series is for general correspondence and communications with professional organizations are addressed by and subject to the retention requirements in the record series

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	FIRE	DATE: July, 2015				
Item		RETENTION	 [			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
						'Agreements, Contracts & Leases'. Authority: GC 34090(d).
24.	Permits	CU+2	-	CU+2	V,H	Note: Form, related documentation required by local, federal or state agencies Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
25.	Permits, Uniform Fire Code	CL+2	-	CL+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
26.	Petty Cash Receipts/Requisitions	CU+2	-	CU+2	-	Authority: GC 34090(d)
27.	Plan Checks	CU+2	-	CU+2	-	Note: Includes all documentation of plan check submittals Authority: GC 34090(d)
28.	Plans (Technical)	Р	-	Р	-	Note: Plans for structural components or auxiliary systems and/or devices Authority: GC 34090
29.	Records Management - Destroyed Records Lists & Approvals	Р	-	Р	-	Note: Originals to Exhibit of Resolution Approving Destruction of Specified Records Authority: GC 34090(e)
30.	Records Management - Retention Schedules	S+2	-	S+2	-	Authority: 34090(d)
31.	Request for Proposals	CU+2	-	CU+2	-	Authority: GC 34090(d)
32.	Revenue Collection Receipt books	CU+2	-	CU+2	V,H	Authority: GC 34090(d)

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Item		RETENTION	RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
33.	Riverside County Board of Supervisors Flood Control Health Department/AQMD Planning	S+2	-	S+2	V,H	Authority: GC 34090(d)
34.	Underground Storage Tanks	Р	-	Р		Note: Includes compliance and maintenance operations Authority: GC 34090(a)
BIDS	AND AGREEMENTS				•	
35.	Agreements, Contracts & Leases Executed documents Amendments Attached exhibits	CL+1	9	CL+10	-	Note: For this record series, CL(Closed/Completed) represents completion of all terms of the agreement or contract. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 337; CCP 337.15.
36.	Bids/Proposals Files (Unsuccessful Bidders) Unaccepted bids/proposals received on any building, structure, or other public work	CL+2	-	CL+2	-	Authority: GC34090(d)

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FIRE					DATE: July, 2015	
Item			RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS

LEG/	AL RECORDS					
37.	Appeals	CU+3	-	CU+3	V,H,C	Note: Original served copy should be immediately date-stamped upon receipt and forwarded to City Attorney. All else, retain original unless City Attorney's Office assistance is requested. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); CCP 583.320(a)(3); GC 34090.
38.	Claims (Copies)	CL+6	-	CL+6	V,H	Note: Patients Health Insurance Portability and Accountability Act original, signed documentation of Disclosures, Consent, Treatment, amendments.  Authority: 45 CFR 164.526(f)and 164.530(j)(1)
39.	General Orders, Policies/Procedures	S+2	-	S+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
40.	Legal/City Attorney (Copy) General Opinions	P P		P P	C C	Note: These documents are confidential. Original is with City Attorney Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090; GC 6254(k).
41.	Legislation	CU+2	-	CU+2		Note: Legislation affecting Fire Department: bills, laws, and practices per legislative action Authority: GC 34090(d)

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Item		RETENTION	RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
42.	Litigation Files (Copies)	Р	-	Р	H,C	Note: Official is with City Attorney. These documents are confidential. Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
43.	Petitions	CU+2	-	CU+2	V,H	Authority: GC 34090(d).
NOTI	CE RECORDS					
44.	Advertising (Legal)	CU+2	-	CU+2	V,H	Note: Includes other public notices, legal publications Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
45.	Public Hearings and Notices: Proof of publication; Mailing lists; Certified mail receipts	CU+2	-	CU+2	V,H	Authority: GC34090(d).

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Item			RETENTION			
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS

PERS	SONNEL RELATED					
46.	Exposure	T+30	-	T+30	V,H	Note: Does not include health insurance claims records or first aid records (one-time treatment) or the medical records of employees who have worked for less than (1) year for the employer - need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment.
	Background data	CU+1	-	CU+1		Note: Background data to environmental (workplace) monitoring or measuring, such as laboratory reports and worksheets, need only be retained for one (1) year as long as the sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results obtained, are retained for at least thirty (30) years. Also, material safety data sheets and specified records concerning the identity of a substance or agent need not be retained for any specified period as long as some record of the identity (chemical name if known) of the substance or agent, where it was used, and when it was used is retained for at least thirty (30) years.
	Material safety data sheets Biological monitoring results	*	-	*		Note: * - Material safety data sheets must be kept for those chemicals currently in use that are effected by the Hazard Communication Standard in accordance with 29 CFR 1910.1200(g). Biological monitoring results designated as exposure records by specific occupational safety and health standards shall be preserved and maintained as required by the specific standard.
	Analyses using exposure or medical records.	T+30	-	T+30		Note: Each analysis using exposure or medial records shall be preserved and maintained for at least thirty (30) years.  Authority: All subcategories above - 29 CFR 1910.1020(d)
	Staff Meeting Minutes					

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Item		RETENTION	RETENTION			00445470
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS
47.	Action items	CU+2	-	CU+2	V,H	Authority: GC34090(d)
48.	Timesheets	A+3	-	A+3	V,H	Note: Departmental timesheets signed by the employees and maintained by within department Authority: 29 CFR 516.2, 516.5 through .6; LC 1174(d)
49.	Training Conference Minutes	CU+2	-	CU+2	V,H	Authority: GC34090(d)
50.	Training Folders Certifications Designations Continuing Education	CU+2	-	CU+2	-	Authority: GC 34090(d)
51.	Travel Reimbursement	CU+2	-	CU+2	-	Authority: GC 34090(d)

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Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL			V.H.C.	COMMENTS

ADM	INISTRATIVE AND MISCELLANEOUS RECORDS					
1	Community Pride Property Evaluation	CU+2	-	CU+2	V	Authority: GC 34090(d)
2	Complaint Form	CU+2	-	CU+2	V	Note: This form is regarding property-related complaints. Refer to City Attorney's Office if may be disclosed under Public Records Act. Authority: GC 34090(d)
3	Correspondence Chron Files; General/Public; Reports; Citizen Complaints; Subject Files; Reproduction/printing requests; and Correspondence not attached to agreement or project file	CU+2	-	CU+2	V,H	Note: See Row 5 for electronic mail communications Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090 (d).
4	Daily Progress Journals	CU+2	-	CU+2	V	Authority: GC 34090(d)
5	Electronic Mail	10 days	-	10 days	V,H,C	Note: Emails are those kept in the ordinary course of business, per City's Computer System Usage Policy. If email qualifies as another type(s) of record category, kept in the ordinary course of business, retain and/or maintain for that type of record as mandated by this schedule; i.e., generally 2 yrs for most records, unless other statute/policy applies. Caveat: may be confidential and/or attorney-client privileged item. Authority: City's Computer System Usage Policy

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VHC CODES:

V = Vital

H = Historical C = Confidential

CODE COMPLIANCE					DATE: July, 2015	
Item						
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS

6	Equipment/vehicle Files: Owners manuals; Service/ maintenance information; Purchase information; and Correspondence & backup data	*	-	*	V,H	*These records are to be maintained for the service life of the vehicle.  Authority: There is no specific statutory authority for retention of this item. See also 8 CCR 3203(b)(1).
7	Events	CU+2	1	CU+2		Note: Includes plans for gates, special event/ layouts, temporary conditions Authority: GC 34090(d)
8	Fire Code; All Uniform/Adopted Codes	Р	-	Р	V,H	Authority: GC 34090(d)
9	Garage Sale Permits	CL+2	-	CL+2	V	Note: See Row 54 for other permits Authority: GC 34090(d)
10	Inventory, Equipment & Supplies	CU+2	-	CU+2	-	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
11	Licenses	CU+2	-	CU+2	V,H	Note: Forms, documentation required by local, federal or state agencies Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
12	Log of Investigation and Enforcement Actions	CU+2		CU+2	V,H	Authority: GC 34090(d)

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Item		RETENTION				
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL		V.H.C.	COMMENTS	

13	Organizations Files - Civic Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include Chamber of Commerce, Rotary Club, Homeowners' Associations. This record series is for general correspondence and communications with civic organizations. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases', retained by City Clerk. Authority: GC 34090(d).
14	Organizations Files - Federal, State, County, Local Government Agencies and Indian Tribes: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include FPPC, County of Los Angeles, LAFCO, and other cities. This record series is for general correspondence and communications with government agencies. Records pertaining to agreements or projects with these organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases', retained by City Clerk. Authority: GC 34090(d).
15	Organizations Files - Professional Organizations: Reports & studies; Publications; and Backup data	CU+2	-	CU+2	V,H	Note: Examples include SCAG, CCAC, and IIMC. This record series is for general correspondence and communications with professional organizations are addressed by and subject to the retention requirements in the record series 'Agreements, Contracts & Leases', retained by City Clerk. Authority: GC 34090(d).
16	Petty Cash Receipts/Requisitions	CU+2	-	CU+2	-	Authority: GC 34090(d)

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No.	o. RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	

17	Records Management - Destroyed Records Lists & Approvals (Duplicate)	When no longer required	-	When no longer required	-	Note: Originals to Exhibit of Resolution Approving Destruction of Specified Records are filed with City Clerk. Authority: GC 34090.7				
18	Records Management - Retention Schedules (Duplicate)	S+2	-	S+2		Note: Original with resolution is filed with City Clerk's Office Authority: GC 34090 (d)				
19	Revenue Collection Receipt books	CU+2	-	CU+2	V,H	Authority: GC 34090(d)				
20	Smoke Detector Inspection Forms	CL+3	-	CL+3	V	Authority: Secretary of State Local Government Records Management Guidelines (February 2006).				
LEGA	LEGAL RECORDS									
21	Appeals (Copies)	CL+2	-	CL+2	Н	Note: Original retained by City Attorney; this record series does not include documents pertaining to Municipal Code Title XIII (see Row 29 et seq. below) Authority: GC 34090(d)				
22	Claims (Copies)	CL+2	-	CL+2	V,H	Note: Original retained by Administrative Services. Authority: GC 34090				

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Item		RETENTION				COMMENTO		
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL		V.H.C.	COMMENTS			

23	General Orders, Policies/Procedures	S+2	-	S+2	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090.
24	Legal/City Attorney (Copies) General Opinions	Р	-	Р	CC	Note: These documents are confidential. Original is with City Attorney. Authority: GC 34090
25	Legislation	When no longer required	-	When no longer required		Note: Legislation affecting Code Compliance: bills, laws, and practices per legislative action; consists of reference material not kept in the ordinary course of business
26	Litigation Files (Copies)	Р	-	Р	H,C	Note: Official records are with City Attorney. These documents are confidential. Authority: GC 34090
27	Petitions	CU+2	-	CU+2	V,H	Authority: Section 34090(d)
28	Small Claims (Includes Complaint, Proofs of Service, Notices, Other Pleadings, Judgments)	Р	-	Р	V,H	Authority: GC 34090(b)

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No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL			V.H.C.	COMMENTS	

TITLE	TITLE 13 RECORDS								
29	Abatement Cost Report (Open cases)	CL+2	1	CL+2	V,H	Authority: GC 34090			
30	Advertising (Legal) (Open cases)	CL+2	1	CL+2	V,H	Authority: GC 34090			
31	Administrative Citation (Open cases)	CL+2		CL+2	V,H	Authority: GC 34090			
32	Administrative Hearing Packet (Open cases)	CL+2	-	CL+2	V,H	Authority: GC 34090			
33	Administration Inspection Warrant	CL+2	-	CL+2	V,H	Authority: GC 34090			
34	Appeal of Administrative Citation (Open cases)	CL+2	-	CL+2	V,H	Authority: GC 34090			

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Item			RETENTION			
No.	No. RECORD SERIES TITLE AND CONTENTS		OFFICE STORAGE		V.H.C.	COMMENTS

35	Notice of Public Nuisance and Order to Abate Other related Code Compliance-issued notices to real property owners	Р	-	Р	V,H	Note: Includes related documentation. Authority: GC 34090(a)
	Non-real property related	CU+2	-	CU+2	V,H	Authority: GC 34090(d)
36	Building Permits; Conditional Use Permits – not issued by Code Compliance (Copies)	CL+2	-	CL+2		Note: Original is maintained by Engineering, Public Works, Building Department Authority: GC 34090
37	Certificate of Occupancy	Р	1	Р	V,H	Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a).
38	Compliance Order	Р	-	Р	V,H	Authority: GC 34090(a)
39	Criminal Misdemeanor Complaint (Copies)	Р	-	Р	V,H	Note: Original complaint is retained by City Attorney Authority: GC 34090
40	Declarations (Open cases)	Р	-	Р	V,H	Authority: GC 34090

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Item		RETENTION					
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL		V.H.C.	COMMENTS		

41	Demand for Payment	Cl+2	-	CL+2	V,H	Authority: GC 34090
42	Field Citations (Open cases)	CL+2	-	CL+2	V,H	Authority: GC 34090
43	Inspection Warrant (copies)	CL+2	-	CL+2	V,H	Note: Original Retained by City Attorney  Authority: GC 34090
44	Licenses (Copies)	CL+2	-	CL+2	V	Note: Issuing department retains original Authority: GC 34090
45	Notice of Action Recommended	CL+2	-	CL+2	V	Authority: GC 34090(d)
46	Notice of Compliance	CL+2	-	CL+2	V,H	Authority: GC 34090
47	Notice of Decision (Appeals Officer)	CL+2	-	CL+2	V.H	Authority: GC 34090

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Item		RETENTION					
No.	RECORD SERIES TITLE AND CONTENTS	OFFICE STORAGE TOTAL			V.H.C.	COMMENTS	

48	Notice of Hearing (All Types of Hearings; includes Notice of Administrative Appeals Hearing) (Open cases)	CL+2	1	CL+2	V.H	Authority: GC 34090
49	Notice of Violation	CL+2		CL+2	V,H	Authority: GC 34090
50	Order to Abate	CL+2	-	CL+2	V,H	Authority: GC 34090(a)
51	Proof of Service	CL+2	-	CL+2	V,H	
						Authority: GC 34090(a)

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Item			RETENTION			
No.	o. RECORD SERIES TITLE AND CONTENTS	OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS

		1		I	1	
52	Property/case files and attachments therein	CL+2	-	CL+2	V	Authority: GC 34090
53	Permits, Conditional Use Permit - issued by Code Compliance and affecting title to real property	Р		Р	V,H	Note: This record series does not include Garage Sale Permits, see Row 9 Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(a)
54	Weed Abatement	CL+2	-	CL+2	-	Note: includes reports and documentation Authority: Secretary of State Local Government Records Management Guidelines (February 2006); GC 34090(d).
PER	SONNEL RELATED					
55	Exposure	T+30	-	T+30	V,H	Note: Does not include health insurance claims records or first aid records (one-time treatment) or the medical records of employees who have worked for less than (1) year for the employer – as need not be retained beyond the term of employment if they are provided to the employee upon the termination of employment.
	Background data	CU+1	-	CU+1		Note: Background data to environmental (workplace) monitoring or measuring, such as laboratory reports and worksheets, need only be retained for one (1) year as long as the sampling results, the collection methodology (sampling plan), a description of the analytical and mathematical methods used, and a summary of other background data relevant to interpretation of the results obtained, are retained for at least thirty (30) years.
	Material safety data sheets	*	-	*		Note:*- Material safety data sheets and specified records concerning the identity of a substance or agent need not be retained for any specified period as long as some record of the identity (chemical name if known) of the substance or agent, where it was used, and when it was used is retained for at least

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Item	RECORD SERIES TITLE AND CONTENTS	RETENTION					
No.		OFFICE	STORAGE	TOTAL	V.H.C.	COMMENTS	
	Biological monitoring results  Analyses using exposure or medical records	* T+30	-	* T+30		thirty (30) years. Material safety data sheets must be kept for those chemicals currently in use that are effected by the Hazard Communication Standard in accordance with 29 CFR 1910.1200(g).  Note: * - Biological monitoring results designated as exposure records by specific occupational safety and health standards shall be preserved and maintained as required by the specific standard.  Note: Each analysis using exposure or medial records shall be preserved and maintained for at least thirty (30) years beyond the duration of employment.  Authority: All subcategories above - 29 CFR 1910.1020(d), 8	
56	Staff Meeting Minutes Action items	CU+2	-	CU+2	V,H	CCR 3204 Authority: GC34090(d)	
57	Timesheets	CU+3	-	CU+3	V,H	Note: Timesheets signed by the employees and maintained by/ within the City. Authority: 29 CFR 516.2, 516.5 through .6; LC 1174	
58	Training Conference Minutes	CU+2	-	CU+2	V,H	Authority: GC34090(d)	
59	Training Folders Certifications Designations Continuing Education	CU+2	-	CU+2	-	Authority: GC 34090(d)	
60	Travel Reimbursement	CU+2	-	CU+2	-	Authority: GC 34090(d)	

\\GDQ-FS01\CompanyShare\APPS\\WPDATA\CATH\0001\RECORDS RETENTION SCHEDULES\2015 - Code Compliance Records Retention Schedule (06.17.15).doc

RETENTION CODES: AR = Annual Review A = Audit CL = Closed/Completed E = Expiration P = Permanent S = Superseded T = Termination

CU = Current Year/Date of document \* = See Note for Descriptor

#### **RESOLUTION NO. SA - 2015 -**

RESOLUTION OF THE CITY COUNCIL SERVING AS THE BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ADOPTING AN UPDATED RECORDS RETENTION SCHEDULE AND PROCEDURES FOR THE DESTRUCTION OF RECORDS FOR THE SUCCESSOR AGENCY

- **WHEREAS**, the keeping of numerous records is not necessary after a certain amount of time; and
- WHEREAS, retention is not required for non-records, preliminary drafts, or notes, which are not retained by the Successor Agency to the Redevelopment Agency of the City of Cathedral City (the "Successor Agency") in the ordinary course of business; and
- **WHEREAS**, Section 34090 of the California Government Code provides a procedure whereby any public record which has served its purpose and is no longer required may be destroyed, except for specific statutory provisions; and
- **WHEREAS**, pursuant to Government Code Section 34090.7, the Successor Agency may prescribe a procedure whereby duplicates of records less than two years old may be destroyed if they are no longer needed; and
- **WHEREAS**, a records retention schedule is a public agency's legal authority to receive, create, retain and dispose of official public records, and in the event of litigation, a Court will accept the retention schedule as establishing which records which are produced or maintained in the "normal course of doing business"; and
- **WHEREAS**, the City Council serving as the Board for the Successor Agency to the Redevelopment Agency of the City of Cathedral City believes that a sound records management policy for the maintenance and destruction of public records which no longer serve administrative, legal, fiscal and historical purposes is deemed appropriate and essential for the effective operation of the Successor Agency's governmental process; and
- **WHEREAS**, it is the Successor Agency's policy to maintain public records according to its various retention schedules.
- NOW, THEREFORE, THE CITY COUNCIL SERVING AS THE BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CATHEDRAL CITY DOES HEREBY RESOLVE AS FOLLOWS:
- **SECTION 1.** The Records Retention Schedules, attached hereto as Exhibit "A": (a) identify the official public records that City staff produces or maintains in the "normal course of doing business" for the Successor Agency and (b) constitutes a policy for the

efficient maintenance and regular destruction of public records which have outlived their legal, administrative, historical, or fiscal value, according to the established retention period.

SECTION 2. The records of the Successor Agency to the Redevelopment Agency of the City of Cathedral City, as set forth in the Records Retention Schedule Exhibit "A", attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 34090 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule upon the request of the Department Head and with the consent in writing of the City Clerk and City Attorney, without further action by the City Council serving as the Board for the Successor Agency of the Redevelopment Agency of the City of Cathedral City.

**SECTION 3.** The Records Retention Schedule, attached hereto as Exhibit "A" is hereby approved and adopted and shall supersede and/or replace any previously adopted records retention schedules for the Successor Agency to the Redevelopment Agency of the City of Cathedral City.

**SECTION 4.** The Secretary shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED, AND ADOPTED** this 22<sup>nd</sup> day of July, 2015.

	Stanley E. Henry, Chairman
ATTEST:	
Gary F. Howell, Secretary	
APPROVED AS TO FORM:	
Charles R. Green, City Attorney	

I, GARY F. HOWELL, SECRETARY of the Successor Agency to the Redevelopment Agency of the City of Cathedral City, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the

Successor Agency to the Redevelopment Agency hel the following vote:	ld on the 22 <sup>nd</sup> day of July, 2015 by
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Gary F, Howell, Secretary

# EXHIBIT "A" RECORDS RETENTION SCHEDULE



### REQUEST TO DESTROY OBSOLETE RECORDS

CITY CLERK

Office of Record:		Media:	Date P	Date Prepared:		
De	partment	Paper Files / Aug	lio/Video Tapes / Disks			
File Code	Records Description		Total Retention Period	Inclusive FROM	Dates TO	Quantity
on July 22, 2015.	submitted for destruction in accord	lance with Resolution 2	2015- and schedules and	Resolution SA 20	015- and schedule	e adopted by City Council
Submitted by:		Date:	Approved:			Date:
Department Head		City Clerk			k	
Approved:		Date:	DATE OF DE	STRUCTION:_		
(	City Attorney					

**PAGE 1 OF \_\_\_\_\_ PAGE(S)** 



#### Cathedral City

#### **Agenda Report**

File #: 2015-288 Item No: 3.S.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Perez Road Pavement Rehabilitation from East Palm Canyon Drive to Campbell Street.

FROM:

Pat Milos, Community Development Director

#### **RECOMMENDATION:**

Staff recommends the City Council authorize the City Engineer to work with Riverside County Flood Control District and Water Conservation District (RCFCD) to negotiate a Construction Contract Change Order with Granite Construction to Rehabilitate the Pavement on Perez Road from East Palm Canyon Drive to Campbell Street; and authorize the City Manager to execute a funding agreement with RCFCD to fund the City's share of the pavement rehabilitation work.

#### **BACKGROUND:**

RCFCD selected Granite Construction to complete the construction of Line 43 as part of the Eagle Canyon Dam project. A significant portion of the work is in Perez Road north of East Palm Canyon Drive. The construction of Line 43 will result in a linear patch of new pavement down the center of the road. Because the Perez Road Pavement between East Palm Canyon Drive and Campbell Street is in need of rehabilitation, RCFCD has indicated a willingness to work with the City to have Granite Construction re-pave the entire street through a contract change order.

#### **DISCUSSION:**

The Line 43 Project includes re-paving the utility and box culvert trenches excavated during construction. By including the additional pavement necessary to rehabilitate the entire roadway in the contract the City could save money on mobilization and other overhead related costs. The current year Capital Improvement Project (CIP) budget includes \$600,000 to rehabilitate the pavement on Perez Road between East Palm Canyon Drive and Campbell Street. Preliminary discussions with RCFCD and Granite have resulted in an estimated cost of \$382,665.80 to complete the extra work required to re-pave the entire street. RCFCD has also indicated that they would contribute \$72,376.95 toward this work, leaving the City's share at \$310,278.85.

#### **FISCAL IMPACT:**

The current year CIP includes the following funding for this project:

Fund: Gas Tax - Account 241-8657-XXXX \$300,000 Fund: Measure A - Account 243-8657-XXXX \$300,000

There is sufficient funding available to complete this project. During final negotiations with RCFCD and Granite, the City Engineer will seek lower unit prices than shown in Granite's estimate.

#### **ATTACHMENTS:**

None



#### Cathedral City

#### **Agenda Report**

File #: 2015-289 Item No: 3.T.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

**West Coast Artists' Art Festival** 

FROM:

Chris Parman, Communications/Events Manager

#### **RECOMMENDATION:**

Approve SUP#15-018 to allow for the West Coast Artists' Art Festival on January 9 - 10, 2016.

#### **BACKGROUND:**

West Coast Artists' held the "Art Affaire at Town Square" event in Cathedral City twice in 2015 to much fanfare in the community. Their art shows are high quality and attract visitors from throughout the Coachella Valley.

West Coast plans to hold the festival on January 9th and 10th of 2016 from 10 am to 4pm both days at the Festival Lawn in Downtown Cathedral City. The organizers begin to set-up the artists' tents on Friday, January 8th. The show attracts up to 75 booths and 3 or 4 food vendors, possibly a wine taster, and acoustic entertainment with no amplification or stages. The show promoters provide their own security, portable toilets, hand wash stations, and trash removal.

The city provides two light stands to allow the artists to set-up on the evening of Friday, January 8th and for added security measures on the evenings of January 9th and 10th. The lights shine down on the Festival Lawn. We also provide space a week in advance for their promotional banners as well as other marketing mediums. The City assists in their placement of tents to avoid staking into the lawn's irrigation system.

#### **DISCUSSION:**

West Coast Artists' produce high quality art shows that attract visitors from throughout the Coachella Valley and help drive traffic to our local restaurants, businesses and entertainment facilities. They are also planning to be part of the Cathedral City Hot Air Balloon Festival on Valentine's Day Weekend in February. They have paid the application fee and will provide an updated Certificate of Insurance prior to the festival date.

File #: 2015-289 Item No: 3.T.

#### **FISCAL IMPACT:**

Standard set-up and oversight of the event will be required but is in the normal course of business of having events on the Festival Lawn. There are no additional police or fire services required and no cash payment from the City.

#### **ATTACHMENTS:**

SUP#15-018



CITY OF CATHEDRAL CITY (760) 770-0374 Fax - (760) 202-1460 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-7031 (Staff Use Only)

Case No.: 500# 15-018
Related Files:

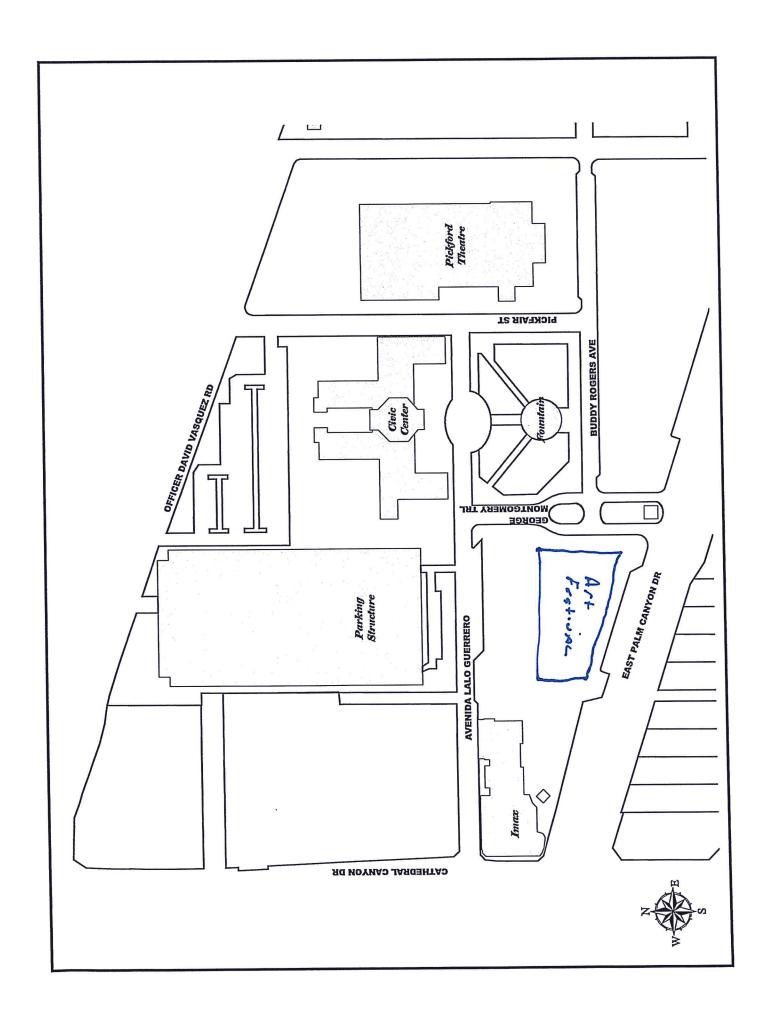
#### SPECIAL USE PERMIT FOR TOWN SQUARE

It is advisable to submit applications for review 60 days prior to commencement of the use or event to ensure adequate review of the application. If you have any questions while completing this application, please ask a member of the Planning Department for assistance. In addition to this application, you must reserve a date for your event with the Planning Department. For recurring events, a schedule must be submitted every 3 months. In order for the City to process a Special Use Permit Application, the application fee must be submitted with the completed application. Depending on the type of event, you may be required to provide a Clean-up/Damage Deposit. Incomplete applications will not be accepted (or process may be delayed). Per the City Council, Carnivals or Circuses are not allowed in the Town Square. All applicants for events in the Town Square must be Non-Profit Groups subject to Sections 501 (c) (3), 501 (c) (4), 501 (c) (5), 501 (c) (6), 501 (c) (7), 501 (c) (8), 501 (c) (10), AND 501 (c) (19) of the Internal Revenue Code. (PLEASE PRINT OR TYPE)

Appending an a property of the	
	☐ Concert☐ Other Special Event
Start of Set Up 2:00 am/pm Tear Down Hours of Event: Start: 10:00 am/pm through 4	101 2016 SET-UP FRIDAY 4:00 am/pm JANUARY 8, 2010 1:00 am/pm 00-1,000 1,000-4,000 0 over 4,000 heir application. (See staff for FAA application).
For the following, please use an attached sheet of paper Will there be loud speakers or amplification:   Will streets or driveways be temporarily closed:   What kinds of temporary structures will be used and hor in the campiles - STAKED IN GR	No (If yes, provide details on attached Site Plan) w will they be fastened to the ground?

Will the event require Police, Fire, or Public Works Department assistance? ☐ Yes ☐ No					
Will there be private security? ☐ Yes ☐ No					
The billable rate for police officers is \$65 an hour and will be billed to the applicant.					
SUBMITTAL REQUIREMENTS:					
Application Fee: \$510.  Non-Profit License.  Clean-Up/Damage Deposit of \$600 may be required.  4 copies of Site Plan using form provided by staff (attached)  Please show location of the event, including buildings, temporary improvements, portable restrooms, vendor locations, parking areas and driveways.  Show any street closures on the attached Site Plan.  Show the location of any lighting, generators, and/or restrooms on the attached Site Plan.  Show location of refuse containers and dumpsters on the attached Site Plan.  If event is on City property or public right-of-way, provide insurance policy or policies naming the, its officers, agents and employees as additional insured, issued by a company satisfactory to the City Attorney, and in an amount determined to be adequate for the risks involved in the activity, as determined by the Community Development Director.  Proof of Insurance for \$1,000,000 for Liability.  Provision of Health Permits, ABC License, Building Permits and/or Resale Permits. All Riverside County Health Department requirements must be satisfied.  Provision of any other Permits required by City, State, or Federal Governments.  Signage Plan for street closures and directions to the event.  Any event that has more than 3 occurrences needs approval from the City Council  A quarterly schedule needs to be approved by the City for recurring events. This includes dates, times, and entertainers.					
ADDITIONAL INFORMATION (Provide any necessary general information regarding event or any special needs for the event. Attach additional sheets if necessary.)					
Name: RONDA MILLS Phone Number: 818-813-4478					
Name: <u>KONDA</u> <u>MILLS</u> Phone Number: <u>818-813-4478</u> Company: <u>WEST COAST ARTISTS</u> Fax Number: <u>661-526-4575</u>					
Company: $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ Fax Number: $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ Fax Number: $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ $1/\sqrt{E37}$ City: $1/\sqrt{E37}$ $1/\sqrt{E37}$ Zip Code: $1/\sqrt{E37}$ $1/\sqrt{E37}$ Zip Code: $1/\sqrt{E37}$ $1/\sqrt{E37}$ Zip Code: $1/\sqrt{E37}$ Z					
Adultess: 100 Code: 100 City: 110 Code: 100 Co					

EMERGENCY CONTACT (Contact person should there be an emergency during the event)							
Name: RONDA A	4.	Phone Number: 818	-621-1350				
3 45	COAST ARTISTS	CURTIS Cell Number: <u>bb1</u>					
Address: P.O. Box	750 City: <u>A</u>	2 TON Zip C	ode: 93510				
I/we certify (or declare under penalty of perjury under the laws of the State of California) that the foregoing is true and correct.							
- ANINE	7 Milis						
Print Name: NOLIDS	10 801.11						
Signature: //////		_					
DETERMINATION OF AP	PLICATION (Staff Use Only)						
ACTION TAKEN:   A If approved, see attach Co	APPROVED   DENIED						
	:						
in domod, provide reagons.	r 6		-				
			· · · · · · · · · · · · · · · · · · ·				
APPROVED BY:	*	DATE:					
ALTHOVED DI.			_				
	•						
Date/Time Received:	Received By:	Amount Received:	Receipt No(s):				





#### Cathedral City

#### **Agenda Report**

File #: 2015-292 Item No: 3.U.

**City Council** 

**MEETING DATE: 7/22/2015** 

#### TITLE:

Professional Services Agreement with The Altum Group for Environmental Services Related to the Proposed Edom Hill Composting Facility

#### FROM:

Pat Milos, Community Development Director

#### **RECOMMENDATION:**

Staff recommends the City Council approve a Professional Services Agreement with The Altum Group to render professional environmental services in order to assist the Planning Division in completing an Initial Study and Mitigated Negative Declaration for the proposed Edom Hill Composting Facility. Burrtec is the applicant and will reimburse the City for all costs associated with the proposed Edom Hill Composting Project.

#### **BACKGROUND:**

Burrtec is proposing to construct and operate a greenwaste compost facility, on a property that is approximately 20 acres, located north of Edom Hill Road and 1/8 of a mile west of the Edom Hill Landfill.

#### **DISCUSSION:**

The Altum Group possesses the skills, experience, certification and knowledge to provide the professional and technical services identified in the Professional Service Agreement and Scope of Work.

#### FISCAL IMPACT:

There is no effect on City funds. Burrtec has submitted a deposit to the City and will reimburse the City for all costs directly related to the project.

File #: 2015-292 Item No: 3.U.

#### **ATTACHMENTS:**

Professional Services Agreement by and between the City of Cathedral City and the Altum Group

# PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF CATHEDRAL CITY AND The Altum Group.

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_2015, by and between the City of Cathedral City, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City", and Altum Group, hereinafter referred to as "Consultant".

#### **RECITALS:**

**WHEREAS**, the City has identified a need to hire a Consultant to perform an Environmental Analysis, as provided by the "Scope of Services", for the Edom Hill Composting Facility project (TT15-012) in order to maintain a timely development schedule; and

**WHEREAS,** Consultant represents that it is specially trained, experienced and competent to perform the professional and technical services that will be required by this Agreement; and

**WHEREAS,** Consultant possesses the skills, experience, ability, background, certification and knowledge to provide the professional and technical services described by this Agreement on the terms and conditions described therein; and

**WHEREAS**, the City desires to retain Consultant to render professional environmental services in order to assist the Planning Division of the City's Community Development Department in completing an Initial Study and Mitigated Negative Declaration as more particularly described in the Scope of Services as set forth herein or attached hereto as Exhibit "A".

Now therefore, in consideration of the covenants, conditions and promises contained herein, the parties agree as follows:

#### Section 1. SCOPE OF SERVICES

- A. Consultant shall provide to the City those services as set forth in the "Scope of Services", attached hereto as Exhibit "A", and incorporated herein by this reference.
- B. Consultant shall perform said services at the time, place, and in the manner specified in Exhibit "A", subject to the direction of the City through its staff and in a manner satisfactory to the City and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

**{THIS PORTION IS INTENTIONALLY BLANK}** 

#### Section 2. PERFORMANCE SCHEDULE

Consultant shall perform those services set forth in the Scope of Services pursuant to the "Performance Schedule" attached hereto as Exhibit "B", and incorporated herein by this reference as though set forth at length. Consultant shall not be held responsible for delays beyond its control.

#### Section 3. COMPENSATION

City agrees to pay Consultant for and in consideration of the faithful performance of the consulting services and duties set forth in this Agreement, and Consultant agrees to accept from City, as and for compensation for the faithful performance of said services and duties, an amount not to exceed Fourteen Thousand, One Hundred Twenty dollars (\$14,120), in accordance with the "Schedule of Charges", attached hereto as Exhibit "C", and incorporated herein by this reference.

#### Section 4. METHOD OF PAYMENT

- A. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures, and the percentage of the project that is complete. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff, provided that the services reflected in the invoice were performed to the reasonable satisfaction of the City in accordance with the terms of this Agreement, provided further that the number of hours of service set forth in the invoice reflect the amount of time ordinarily expended for such service by members of the profession currently practicing in the same locality under similar conditions, and provided further that all expenses, rates and other information set forth in the invoice are consistent with the terms and conditions of this Agreement.
- B. When payments made by City equal ninety-five percent of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by the City.
  - C. The Consultant shall submit invoices under this Agreement to:

Robert Rodriguez
Development Services Manager
Planning Division
Community Development Department
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Telephone: (760) 770-0344

Facsimile: (760) 202-1460 rrodriguez@cathedralcity.gov

#### Section 5. EXTRA WORK

At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work, without written authorization from the City.

#### Section 6. TERMINATION

This Agreement may be terminated by the City immediately for cause. The City may terminate this Agreement without cause upon fifteen (15) calendar days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

#### Section 7. OWNERSHIP OF DOCUMENTS

All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at their expense, provide such reports, plans, studies, documents and other writings to the City upon written request.

#### Section 8. PROTECTION AND CORRECTION OF WORK

- A. Consultant shall adopt reasonable methods during the life of this Agreement to furnish continuous protection to the work performed by Consultant, and the equipment, materials, papers and other components thereof to prevent losses or damages.
- B. The performance of services by Consultant shall not relieve Consultant from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the fault of Consultant.

#### Section 9. CONFIDENTIALITY

- A. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Until the release of the documents for public review, such materials shall not, without prior written consent of the City, be used by Consultant for any purposes other than the performance of the services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential.
- B. Consultant shall not use the City's name or insignia, photographs relating to the project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

#### Section 10. CONSULTANT'S BOOKS AND RECORDS

- A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
- B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. During the project approval process and 120 days afterward the Consultant shall make these records available at no expense to the City. Once the project has been approved and/or 120 days has passed since project approval the City shall provide 3 days' notice to the consultant on any records request and the records can be delivered to the City electronically or hard copy at a mutually agreed price for materials. All records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where the City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, the City may, by written request of any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

## Section 11. INDEPENDENT CONTRACTOR'S STATUS: NOT AN AGENT OF CITY

Consultant shall at all times during the term of this Agreement remain, as to the City, a wholly independent contractor and shall perform the services described in this Agreement as an independent contractor. Neither the City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as herein set forth. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Consultant or by any third person to create the relationship of principal and agent and Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. Consultant shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Consultant have any authority, expressed or implied, to bind the City to any obligation whatsoever.

# Section 12. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF CONSULTANT

- A. Consultant represents and acknowledges the following:
- 1. The City is not required to provide any training or legal counsel to Consultant or its employees in order for Consultant to perform the services described in this Agreement.
- 2. Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City.
- 3. The services described in this Agreement will be performed without the use of City equipment, materials, tools or facilities.
- 4. Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Consultant on a continuing basis after termination of this Agreement.
- 5. The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by Consultant to perform the services described in this Agreement.

6. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

#### B. The City represents and acknowledges the following:

- 1. Consultant is not required to comply with daily instructions from City staff with respect to when, where or how Consultant must perform the services set forth in this Agreement.
- 2. Consultant is solely responsible for determining who, under the supervision or direction of Consultant, will perform the services set forth in this Agreement.
- 3. The City will not hire, supervise or pay any assistants working for Consultant pursuant to this Agreement.
- 4. Nothing in this Agreement shall be interpreted to imply that the Consultant must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.
- 5. It is the sole responsibility of Consultant to set the hours in which Consultant performs or plans to perform the services set forth in this Agreement.
- 6. Consultant is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.
- 7. Unless deemed necessary under certain circumstances, Consultant is not required to perform the services set forth in this Agreement at City Hall or on Cityowned property.
- 8. Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Consultant is not required to perform the services set forth in the Agreement in any particular order or sequence.
- 9. Nothing in this Agreement shall be interpreted to preclude Consultant from working for other persons or firms, provided that such work does not create a conflict of interest.

[THIS PORTION IS INTENTIONALLY BLANK]

#### Section 13. CONFLICTS OF INTEREST

- A. Consultant (including its principals, associates and professional employees) covenants and represents that it does not have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source or income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
- B. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
  - 1. Does not make or participate in:
    - (a) The making of any governmental decisions regarding approval of a rate, rule, or regulation, the adoption or enforcement of laws;
    - (b) The issuance, denial, suspension or revocation of permits, licenses, applications, certificates, approvals, orders, or similar authorization or entitlement;
    - (c) Authorizing the City to enter into, modify, or renew a contract:
    - (d) Granting City approval to a contract that requires City approval and to which the City is a party, or to the specifications for such a contract;
    - (e) Granting City approval to a plan, design, report, study, or similar item;
    - (f) Adopting, or granting City approval of, policies, standards, or guidelines for the City or for any subdivision thereof.
- 2. Does not serve in a staff capacity with the City and in that capacity participate in making a governmental decision or otherwise perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City of Cathedral City's or City's Conflict of Interest Code or under Government Code Section 87302.

- C. In the event the City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Consultant shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk.
- D. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## Section 14. PROFESSIONAL ABILITY; WARRANTY; FAMILIARITY WITH WORK

- A. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City of Cathedral City business license.
- B. Consultant warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.
  - C. By executing this Agreement, Consultant warrants that it:
    - 1. Has thoroughly investigated and considered the work to be performed:
    - 2. Has investigated the issues, regarding the scope of services to be provided;
    - 3. Has carefully considered how the work should be performed; and
    - 4. Fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

D. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the appropriate City representative.

#### Section 15. COMPLIANCE WITH LAWS

Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

#### Section 16. NONDISCRIMINATION

- A. Consultant shall comply with the City's employment related nondiscrimination policies as set forth in the Cathedral City Municipal Code, as it may be amended from time to time.
- B. Consultant acknowledges that the City's employment related nondiscrimination policies prohibit discrimination on the basis of an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partner status.

#### Section 17. INDEMNIFICATION

- A. Consultant shall defend, indemnify and hold harmless the City of Cathedral City and its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection wherein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City of Cathedral City and its officers, agents, employees or volunteers.
- B. The City does not, and shall not, waive any rights that it may have against Consultant under this Section because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless, indemnification and duty to defend provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.
- C. Notwithstanding the provisions of subsections a. and b. of this section, Consultant shall not be responsible for damages or be in default or deemed to be in default by reason of delay caused by strikes, lockouts, accidents, or acts of God, or the failure of the City to furnish timely information or to approve or disapprove Consultant's work promptly, or by reason of delay or faulty performance by the City, construction contractors, or governmental agencies, or by reason of any other delays beyond Consultant's control, or for which Consultant is without fault.

#### Section 18. INSURANCE REQUIREMENTS

- A. <u>Policies</u>. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies;
- 1. <u>Workers' Compensation Coverage</u>. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) calendar days prior to such change.
- 2. <u>General Liability Coverage</u>. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- 3. <u>Automobile Liability Coverage</u>. Consultant shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the Consultant arising out or of in connection with the work to be performed under this Agreement, including coverage for owned, hired and nonowned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 4. <u>Professional Liability Coverage</u>. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per occurrence.
- B. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

- 1. The City of Cathedral City and the City, their elected or appointed officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
- 2. This policy shall be considered primary insurance with respect to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- 5. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days' written notice has been received by the City.
- C. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. <u>Certificates of Insurance</u>. Consultant shall provide certificates of insurance with original endorsements to the City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

[THIS PORTION IS INTENTIONALLY BLANK]

#### Section 19. NOTICES

Α. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

Robert Rodriguez

**Development Services Manager** 

City of Cathedral City

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Telephone: (760) 770-0344

Facsimile: (760) 202-1460

To Consultant:

Nancy M. Ferguson

Altum Group

73-710 Fred Waring Drive

Suite 219

Palm Desert, California 92260 Telephone: 760.346.4750

Facsimile: 760.340.0089

B. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

#### Section 20. **ENTIRE AGREEMENT**

- This Agreement supersedes any and all other agreements, either oral or written, between the City and Consultant with respect to the subject matter of this Agreement.
- B. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.
- No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

#### Section 21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties.

#### Section 22. ASSIGNMENT AND SUBCONTRACTING

- A. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the written consent of the City.
- B. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written consent of the City. If the City consents to such subcontract, Consultant shall be fully responsible to the City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as required by law.

#### Section 23. WAIVER

- A. No waiver shall be binding, unless executed in writing by the party making the waiver.
- B. No waiver of any provision of this Agreement shall be deemed, or 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.
- C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

#### Section 24. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

#### Section 25. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

#### Section 26. LITIGATION EXPENSES AND ATTORNEYS FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

#### Section 27. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

#### Section 28. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to Consultant, 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 Consultant or to its successor, or for any breach of any obligation of the terms of this Agreement.

#### Section 29. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

#### Section 30. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

#### Section 31. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

### Section 32. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive 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.

### Section 33. NO THIRD PARTY BENEFICIARIES

The parties do not intend the benefits of this Agreement to inure to any third party, nor shall any provision of this Agreement be so construed.

### Section 34. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

# Section 35. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

- A. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.
- B. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

### Section 36. PRINCIPAL REPRESENTATIVES

- A. Nancy Ferguson is designated as the principal representatives of Consultant responsible for undertaking, managing and supervising the performance of all of the services set forth in the Scope of Services for this Agreement.
- 1. Unless otherwise authorized by City in writing, the principal representatives shall perform all such services, including, without limitation, attending all meetings and public hearings required under the Scope of Services.
- 2. Consultant hereby commits these designated principal representatives to the performance of the Scope of Services, until completion thereof or termination of this Agreement, as provided herein. The experience, knowledge, capability and reputation of these principal representatives were all substantial inducements for the City to enter into this Agreement, and as such, for the purposes of performing the Scope of Services of this Agreement, the duties of the principal representatives shall not be reassigned, without the express written consent of both parties.

B. The *Planning Division* shall be the principal representative of the City for purposes of communicating with Consultant on any matter associated with the performance of the services set forth in this Agreement.

[THIS PORTION IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

of Cathedral City:	Altum Group		
	By:		
Charles P. McClendon, City Manager	-	Nancy M. Ferguson	
Tami Scott, Risk Manager			
ST:			
Tracey Martinez, City Clerk			
OVED AS TO FORM:			
Charles D. Orsen, City Attenney	_		
	Charles P. McClendon, City Manager  Tami Scott, Risk Manager  ST:  Tracey Martinez, City Clerk	Charles P. McClendon, City Manager  Tami Scott, Risk Manager  Tracey Martinez, City Clerk  OVED AS TO FORM:	

Relocation of the Composting Operation From the EHTS Site to the DSI Site Across the Street Cathedral City Project No. TT15-012 Cathedral City, California May 18, 2015



### **♦** INTRODUCTION

*The Altum Group* (Altum) has provided this scope of work for environmental services in support of the proposed relocation of the existing composting operation at the Edom Hill Transfer Station site to the Desert Solutions, Inc (DSI) site on the west side of Edom Hill Road. The new site is approximately 20 acres which will allow for future expansion of the compost facility when needed.

Altum's scope of services in support of the project described above, will focus on the following: (1) preparation of an Environmental Assessment (EA) that will lead to a Mitigated Negative Declaration (MND) for the project; (2) preparation of technical reports for traffic, air quality, biological resources, cultural resources; (3) coordination with City staff; (4) coordination with subconsultants on technical studies; and attendance at meetings with City staff and one public hearing. The applicant will provide the design drawings and related data such as a description of the project.

### **♦** SCOPE OF SERVICES

### A. CEQA Environmental Checklist

### Task 1: Project Initiation/Review Project Materials

Under this task Altum will review the applicant's proposed plans and conduct a site visit. Photographs will be taken of the site and surrounding area to characterize the area in the EA Project Description. Prior to preparation of the EA, Burrtec will provide any relevant drawings and reports prepared for the project that can be used in the environmental evaluation of the project. As part of Task 1 we will review these drawings and reports to ensure that they adequately characterize the proposed project.

### Task 2: Prepare Administrative Draft Environmental Assessment

Altum will prepare an Administrative Draft EA for the project in compliance with the CEQA Guidelines using an environmental checklist approved by Cathedral City staff. The EA will address all topical issues identified in the checklist and we will rely on data gathered in Task 1 or our experience working on solid waste projects or projects in the local area to respond to the questions. As part of this task we will provide City staff and Burrtec with copies of the Draft EA for review. Once any revisions have been made in response to comments, we will provide a second Administrative Draft for final review before being released for public review.

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### Task 3: Prepare Draft Environmental Assessment for Public Review

Following receipt of comments on the Administrative Draft EA, Altum will prepare the document for public review, provide a "proof check" copy to City staff and Burrtec for final review, and prepare the Notice of Intent to Adopt a Mitigated Negative Declaration. Up to 50 copies of the document will be burned to a CD and distributed for public review based on a distribution list compiled by Altum and approved by the City. We will also provide up to five (5) hard copies for distribution to the Library, the Public Works Department, the Development Services Department and to Burrtec. This will be discussed during our kick-off meeting (see Task A.5). Because the project requires review by a State Agency (CalRecycle), the EA will be circulated for a 30-day public review period through the State Clearinghouse.

### Task 4 Prepare Final Documents

### Responding to Comments

Altum will review all written comments received during the public review period and prepare draft responses for internal review (City staff and Burrtec staff). Once City staff and Burrtec provide comments, we will revise the responses and prepare the Final documents

### Revisions to the Environmental Assessment

Although not anticipated, minor revisions to the EA can be made to clarify the analysis of the issues based on comments received. Revisions are anticipated to be minor and would not likely affect the project schedule.

### Mitigation Monitoring and Reporting Program

Altum will also prepare a Mitigation Monitoring and Reporting Program (MMRP) to be adopted by the City Council when the MND is adopted.

### Notice of Determination

Altum will prepare the MND and Notice of Determination (NOD) for filing with the Riverside County Clerk. The documents should be filed within five (5) days of the project approval. Note: our scope does not include any filing fees.

Altum will provide up to five copies of the final EA/MND on CD and two hard copies. In addition all documents will be provided in an electronic format to be appended to the City's staff report. Copies will also be provided to Burrtec.

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### Task 5: Coordination and Management

This task covers the project manager's attendance and preparation for up to three meetings with City staff including a kick-off meeting/site visit. This task also includes on-going communication via email and phone. This task also includes coordination with all subconsultants preparing the technical studies. Attendance at one Public Hearing is also included in this task.

This task also addresses internal project management, schedule and budget and is intended to ensure that the project is running on time, is within budget, is technically correct, and is legally defensible.

### B. Technical Studies in Support of the Project

We understand that Burrtec is providing design drawings for the site that will include a site plan, drainage plan and grading plan. Based on our understanding of the proposed project, the following additional studies will be required and a scope of work for each study is provided herein:

- Traffic Impact Analysis
- Air Quality and Global Climate Change Impact Analysis
- Cultural Resources Assessment
- Biological Resources Assessment

### Task 1: Traffic Impact Analysis

Kunzman Associates will prepare a Traffic Impact Analysis (TIA) for the project based on the following scope of work:

- A. Review Site Plan Access Locations and Internal Circulation
  - Review project site access locations.
  - Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
  - Review internal circulation.
  - Interface via teleconference with the project applicant/project team (if necessary).
  - Make recommendations to project applicant/project team regarding access and internal circulation features (if necessary).

### B. Determine Scope of Traffic Impact Analysis With Cathedral City

• Propose project trip generation rates based upon information provided by the applicant

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and the City traffic engineer.

- Propose project trip distribution and assignment based upon anticipated trip patterns for the proposed development.
- Determine the study area, including intersections to be analyzed.
- Identify other development projects and the ambient traffic growth rate to use in the traffic impact analysis.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including assumptions and methodology, for City approval.
- Interact with City staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.
- C. Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data
  - Procure weekday morning/evening peak hour intersection turning movement counts at up to four (4) study area intersections as necessary.
  - Conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway link through travel lanes for study area.
  - Review existing transit service in the study area.
- D. Determine Existing Plus Project Traffic Volumes
  - Assign project trip generation and project trip distribution.
  - Calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections.
  - Calculate existing plus project daily traffic volumes on study area roadway links.
- E. Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project
  - Determine trip generation and trip distribution for other development projects (up to 20 cumulative development project as necessary).
  - Calculate the background growth component of future traffic volumes.
  - Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections without project traffic.
  - Calculate cumulative future daily traffic volumes on study area roadway links without project traffic.

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- F. Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project
  - Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections with project traffic.
  - Calculate cumulative future daily traffic volumes on study area roadway links with project traffic.
  - Conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements, and traffic signal warrants.

### G. Prepare Traffic Impact Analysis (TIA)

- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies.
- Analyze existing plus project traffic volumes to determine intersection operation performance.
- Determine traffic improvements needed to serve the above traffic scenario.
- Analyze cumulative future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze cumulative future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis report that incorporates findings and all supporting calculations and assumptions.
- Review one set of client comments, whether verbal or written, and revise draft TIA (if
  necessary). Revisions requested by third parties (e.g. governmental agencies and/or
  environmental consultants) are not included in this scope of work. If these are required
  and requested, additional responses to comments will be billed on a time and materials
  basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.

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• A digital PDF version of the traffic/air quality impact analysis will be prepared and submitted to the client. A MS Word version of the report text and MS Excel version of the report tables will also be made available. One (1) hard copy of the TIA can be provided for the City's approval.

### Task 2: Air Quality and Global Climate Change Impact Analysis

Kunzman Associates will prepare an Air Quality and Global Climate Change Impact Analysis for the project based on the following scope of work:

### A. Identify Existing Air Quality Setting

- Identify applicable international, federal, state, SCAQMD, and local rules and regulations including the State greenhouse gas (GHG) regulations, Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, Executive Orders S-3-05 and S-14-08 and Cathedral City's Climate Action Plan.
- Obtain existing air quality data from air quality monitoring stations within the study area utilizing California Air Resources Board (CARB) data sources. Data will be obtained for air pollutants, including ozone, carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), PM<sub>10</sub>, and PM<sub>2.5</sub>.
- Identify greenhouse gases (GHGs) and their associated impacts to global climate change.
- Identify thresholds of significance for the criteria pollutants and GHGs.

### B. Evaluate and Quantify Regional Criteria Pollutants

- Evaluate and quantify regional criteria pollutant and GHG emissions associated with demolition and construction activities for the proposed project utilizing the CalEEMod Model. If significant emission levels are found to be created from construction activities, feasible mitigation will be developed and quantified.
- Evaluate local NOx, CO, PM<sub>10</sub>, and PM<sub>2.5</sub> construction emissions at the nearest sensitive receptors located to the west of the project. The emissions will be compared against the SCAQMD Look-Up Tables and will follow the methodology described in *Localized Significance Threshold Methodology*, prepared by SCAQMD, July 2008.
- Evaluate and quantify regional criteria pollutant and GHG emissions associated with the operations of the proposed project utilizing the CalEEMod Model. All feasible mitigation will be identified and quantified through use of the CalEEMod Model, as necessary.
- If the TIA data deems it necessary, prepare a micro-scale CO screening analysis of the study area intersections based on the conditions in the TIA prepared for the proposed

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project and verify if it is in accordance with SCAQMD requirements as described in the CEQA Air Quality Handbook.

- Provide a qualitative odor analysis from the construction and operation of the proposed project, particularly with regard to the composting element of the project.
- Compare the operational GHG emissions to all applicable GHG emissions thresholds including AB 32, SB 375 and SCAQMD's draft GHG emissions threshold of 3,000 metric tons of CO2e per year.
- If the GHG emissions exceed any applicable thresholds, provide mitigation to reduce the GHG emissions.
- The project will be compared to the goals and thresholds of the City's Climate Action Plan.

### C. Prepare Air Quality/Global Climate Change Analysis Report

- Prepare an Air Quality and Global Climate Change Analysis Report documenting the results of the study.
- Review one set of client comments, whether verbal or written, and revise draft air quality/global climate change impact analysis (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the air quality/global climate change impact analysis will be
  prepared and submitted to the client. A MS Word version of the report text and MS Excel
  version of the report tables will also be made available. One (1) hard copy of the air
  quality impact/global climate change analysis can be provided for governmental agency
  approval.

### Task 3: Habitat Suitability Assessment and General Biological Survey

Jericho Systems will prepare the Habitat Suitability Assessment and General Biological Survey for the project based on the following scope of work:

#### A. Literature/Database Review

Conduct searches of pertinent literature such as general biological surveys or habitat

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assessments completed for other projects in the vicinity of the site. Databases include but are not limited to the California Natural Diversity Database (CNDDB) and the California Native Plant Society (CNPS) list, for both flora and fauna known in the area.

• Document any known occurrences of rare, sensitive, threatened or endangered species or sensitive habitats based on the literature/database review.

### B. Conduct Habitat Suitability Assessment and General Biological Survey

• A general biological survey will conducted of the project site and immediate surrounding area. Biologists will note existing site conditions with regard to habitat suitability and the presence/absence of flora and fauna

### C. Prepare a Habitat Suitability/General Biological Survey Report

- Based on the findings of the literature/database review and field survey, Jericho Systems will prepare a letter report for review by City staff.
- Review one set of client comments, whether verbal or written, and revise draft letter report (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the letter report will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

### Task 4: Historical/Archaeological Resources Survey

In order to comply with the requirements of the study, CRM TECH would accomplish the following tasks:

### A. Literature/Database Review

- Perform a historical/archaeological resources records search that encompasses the project area and vicinity at the Eastern Information Center, the State repository for cultural resource data in Riverside County.
- Digitize the boundaries of the project area and produce maps of it on appropriate USGS quad maps, General Land Office plat maps, and historic-period maps of the area for use

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during the records search, historical background research, field survey, and for inclusion in the report, as appropriate.

• Conduct general historical background research using archival materials and early maps to ascertain the history of land use and development trends within and near the project area.

### B. Conduct a Field Survey

 Conduct a field survey of the project area following professional archaeological procedures, which would include, among other standard procedures, systematically inspecting the property, documenting the current conditions, and taking overview photographs.

### C. Prepare Historical/Archaeological Resources Survey Report

- Based on the findings of the literature review and field survey, prepare a report to
  document the methodology used to complete the research and field survey, description of
  existing conditions, and a summary of findings including recommendations for additional
  field work (if necessary).
- Review one set of client comments, whether verbal or written, and revise draft letter report (if necessary). Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- The proposed fee does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- A digital PDF version of the Historical/Archeological Resources Survey Report will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

#### **♦** DELIVERABLES

- Administrative Draft EA. This assumes a preliminary review by both City staff and Burrtec, and a second review of requested revisions; plus some minor revisions on the second administrative draft prior to public review.
- Administrative Draft of all Technical Reports.
- > Final Technical Reports

Relocation of the Composting Operation From the EHTS Site to the DSI Site Across the Street Cathedral City Project No. TT15-012 Cathedral City, California May 18, 2015



- > Draft EA and Notice of Intent to Adopt a Mitigated Negative Declaration. This assumes up to 50 copies on CD for public distribution, and 5 hard copies for public review.
- Final EA including Responses to Comments and Mitigation Monitoring and Reporting Program (up to 5 copies on CD and 2 hard copies).
- Notice of Determination to be filed with the County Clerk and State Clearinghouse. (does not include filing fees)

### **♦** ASSUMPTIONS AND EXCLUSIONS

The following list is not intended to be all-inclusive. If there are items deemed incorrect or necessary for the successful completion of the project, please notify us so that we may amend the scope of services and associated fee.

- 1. All submittal fees, application fees and permit fees are the responsibility of the appplicant;
- 2. All project services not specifically described herein will require a separate proposal and executed contract/amendment, prior to performing said additional services; and
- 3. Additional review of the Administrative Draft EA, responses to additional comment letters on the Draft EA (assumes up to 6 with up to 5 comments), excessive public comments, or additional City comments) may warrant a change order.
- 4. Revisions requested by third parties (e.g. governmental agencies and/or environmental consultants) on all technical reports are not included in this scope of work. If these are required and requested, additional responses to comments will be billed on a time and materials basis.
- 5. The proposed fee for each technical report does not include attendance at public hearings/meetings that may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.
- 6. A digital PDF version of all technical reports will be prepared and submitted to the client. One (1) hard copy of the report can be provided for governmental agency approval.

### **♦** FEE SCHEDULE

The cost to complete the EA/MND, including all technical reports identified in Task Bm is not-to-exceed \$36,460 without prior approval from the client and will be invoiced on a time and materials basis. See Exhibit B for a spreadsheet showing a breakdown of costs for labor by person/hour and direct costs. This includes time to conduct the environmental analysis; respond to comments on the

Relocation of the Composting Operation From the EHTS Site to the DSI Site Across the Street Cathedral City Project No. TT15-012 Cathedral City, California May 18, 2015



Administrative Draft EA (assumes one round on the administrative draft and minor comments on the resubmitted document) prior to release for public review; respond to public comments (anticipate no more than 6 comment letters); attendanc at up to three project meetings, and one Public Hearing; and print and distribute the document for public review. We have also allowed for time under Task 5 to coordinate with other project consultants to keep the project on schedule.

Reimbursables (incl. mileage, reproduction costs, postage, radius package, etc.) to be billed at cost plus fifteen (15) percent and are not part of the fee above.

#### **♦** SCHEDULE

Exhibit C is a schedule showing start date (authorization to proceed) of June 1, when the consultants preparing the technical studies would commence work. Work on the EA would commence within three weeks of authorization to proceed so that the EA may be completed with a week following receipt of all technical studies.

This proposal is proprietary and is intended only for the City of Cathedral City (Client) in consideration of a potential working relationship with The Altum Group. By receipt of this proposal, Client agrees not to provide this document to any third party without The Altum Group's written consent. The scope/fee herein is based on our professional opinion and is valid for thirty (30) days from the date of this proposal.

### Exhibit 'B'

### **ESTIMATED COSTS**

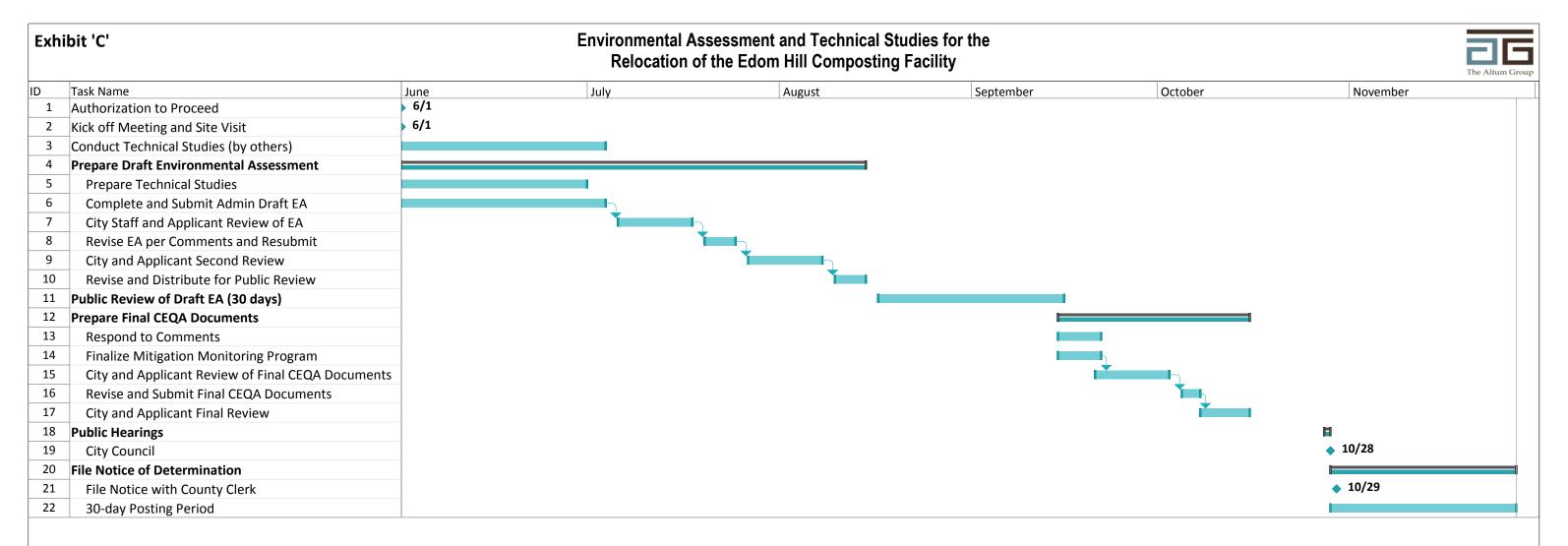
### Environmental Assessment/Mitigated Negative Declaration Relocation of Composting Operation at Edom Hill Landfill Site Cathedral City

TASKS					LABOR				
		Project Manager \$140/hr.	Asst PM \$90/hr	Graphics \$90/hr	WP/Edit \$60hr.	Hours	Costs	Subs and Directs (a)	TOTAL
Task A: Environmental Assessment									
Task 1: Project Initiation/Site Visit	b	8				8	\$1,120		\$1,120
Task 2: Prepare Administrative Draft Initial Study		16	32	16	12	76	\$7,280		\$7,280
Task 3: Prepare Draft Initial Study for Public Review		4	8		8	20	\$1,760	\$1,200	\$2,960
Task 4: Prepare Final Documents		8		4	4	16	\$1,720	\$500	\$2,220
Task 5: Coordination and Management	С	32				32	\$4,480	\$500	\$4,980
Subtotal Environmental Assessment		68	40	20	24	152	\$16,360	\$2,200	\$18,560
Task B: Technical Studies									
Task 1: Traffic Impact Analysis						0	\$0	\$3,100	\$3,100
Task 2: Air Quality/Global Climate Change Impact Analysis						0	\$0	\$3,050	\$3,050
Task 3: Habitat Suitability Assessment/General Bio Survey						0	\$0	\$7,000	\$7,000
Task 4: Historical/Archaeololgical Resources						0	\$0	\$4,750	\$4,750
Subtotal Technical Reports		0	0	0	0	0	\$0	\$17,900	\$17,900
TOTAL:		136	80	40	48	304	\$16,360	\$20,100	\$36,460

a. Subconsultants are billed at cost plus a 5 percent contract administrative fee.

Direct costs including postage, printing, etc, will be invoiced at cost plus 15 percent.

- b. Includes review of applicants plans and project description and a site visit.
- c. Coordination and meetings with City staff, and coordination with the applicant and subconsultants. Includes up to three meetings with staff and one puhblic hearing.





## Cathedral City

### **Agenda Report**

File #: 2015-294 Item No: 3.V.

.City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Approval of Traffic Signal Repairs and Upgrades Provided by Siemens Industry, Inc.

FROM:

Pat Milos, Community Development Director

#### RECOMMENDATION:

Staff recommends that the City Council approve proposals and invoices from Siemens Industry, Inc. for the installation of wireless communication radios on Date Palm Drive at the intersections of Victoria Drive and Converse Roads; and replacement of deteriorated traffic signal conductor on Date Palm Drive at Gerald Ford Drive; and a change order for replacing damaged conduit at the intersection of Date Palm Drive and 30th Avenue.

### **BACKGROUND:**

Siemens Industry Inc. is contracted by the City to make necessary repairs to maintain the City's traffic signal system. The installation of wireless communication modems (radios), replacement of conduit, conductor and related appurtenances are part of ongoing city-wide maintenance and/or improvements of the traffic signal system. The items requested are part of the maintenance and upgrades that City Staff and its traffic signal maintenance contractor identify as needing immediate attention in order to maintain intersection traffic safety.

#### **DISCUSSION:**

1. Encom 5100R wireless communication radios have been installed on Date Palm Drive at the intersections of Victoria Drive and at Converse Road in order to improve signal interconnection as part of a signal synchronization project. The City was utilizing a copper wire system strung between SCE power poles to operate the traffic signal equipment. The Encom 5100R wireless radios eliminated the need to use SCE infrastructure and, thus saves the City approximately \$1,200 in annual pole rental fees. In addition, replacing the copper wire system is not only a cost saving measure, but also allows the City to connect additional intersection wireless communication radio

File #: 2015-294 Item No: 3.V.

upgrades into the existing infrastructure without any added service interruptions.

2. The traffic signal conductors located at the intersection of Date Palm Drive at Gerald Ford Drive have deteriorated. This intersection has gone into a flash mode on several occasions and can no longer be reset to a normal functional operation. Siemens is proposing to remove the existing deteriorated wires, clean out the conduits, supply and pull new TS conductor cable, EVP, SL and SNS wires and make the necessary connections and inspections to this traffic signal intersection. Once repairs are completed the signal can be taken out of the flash mode and placed into the normal signal cycle mode.

3. On March 25, 2015, City Council approved a traffic signal upgrade contract with Siemens Industry Inc. to install two (2) LED protected left turn arrow signals on existing signal masts and all related appurtenances at the intersection of Date Palm Drive and 30th Avenue. During the traffic signal upgrade excavation, Siemens encountered existing damage to the conduits and conductors. In order to maintain operation of the traffic control system while repairs were underway, Siemens had to temporarily overhead all the conductors.

Siemens determined that the damage to the signal conduit and conductor occurred during an installation of a sewer line in the intersection years prior.

This traffic signal change order is for the work performed by Siemens to reroute all the conductors and repair the damaged conduit at Date Palm Drive at 30th Avenue. Once the extent of the damage was located and isolated, a portion of asphalt was removed to expose and replace the damaged conduit. The conduit and conductors at this location needed to be replaced in order to complete the previously approved traffic signal upgrades, to re-pull conductor and add left turn phases for east and west.

### **FISCAL IMPACT:**

The installation of wireless communication radios on Date Palm Drive at Victoria Drive and at Converse Road is \$15,042.94; 2. The proposal to replace deteriorated conductors at the intersection of Date Palm Drive at Gerald Ford is \$24,850; and 3. The cost for the change order for the work to replace the damaged conduit and conductors at the intersection of Date Palm Drive and 30th Avenue is \$12.393.70. The total for all three traffic signal control repairs is \$52,267.70.

The repairs and upgrades to these intersections are funded by Traffic Safety Maintenance and Operations funds 233-6513-8301.

### ATTACHMENTS:

1. Siemens Invoice for installation of wireless communication radios on Date Palm Drive at

File #: 2015-294 Item No: 3.V.

intersections of Victoria Drive and Converse Road.

- 2. Siemens invoice to replace and supply conductors at Date Palm Drive and Gerald Ford Drive.
- 3. Siemens Change Order for damaged conduit and conductors at Date Palm Drive and 30th Avenue.

## **SIEMENS**

## Invoice

Sold To:

Cust PO No Signed Proposal Cust PO Date 05/29/2015

Quotation No

Invoice No 5610003287 Date 05/29/2015

Sales Order No 3005461043

Sales Ord Date 05/29/2015

Lock Box No 3283

Customer No 30464230

Page 1 of 1 Ship To:

Bill To:

CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CITY CA 92234



CITY OF CATHEDRAL CITY 68700 AVENIDA LALO **GUERRERO** CATHEDRAL CITY CA 92234

CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CITY CA 92234

Remit check payments to:

SIEMENS INDUSTRY, INC. PO Box 3283 CAROL STREAM IL 60132 Remit Incoming Wires To:

Citibank New York 111 Wall Street

New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33 Account: 30847747

Send Remittance Instructions to: IUSMobilityarequest.industry@siemens.com Remit Incoming ACH's To:

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631

Account: 30847747 ABA# 021000089

Ship Date:

Delivery#:

INCO Terms: Free on board

**ORIGIN** 

Line Item	Material Number/Description	U/M	Invoice Qty	Unit Price	Total Price
100	TYZ:RCM_MFX_INTRSC S&I Wireless Comm Radio for SIC project Date Palm @ Victoria and Converse - Per Pat Milos' authorization, supplied and installed wireless communication radio for signal interconnect project as quoted. work completed on 12/23/14.	PC	1	Price	15,042.94
8	Total Wt.: 0 KG	en Carlos	700 m		2, <sup>20</sup> 7

Payment Terms: Net Due 30 Days

Net Due By: 06/28/2015 "If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof.\*



June 2, 2015

Mr. Pat Milos City of Cathedral 68-700 Avenida Lalo Guerrero Cathedral City, Ca 92234

Job Name: Re-Pull Intersection due to deterioration

Job Location: Date Palm @ Gerald Ford

Dear Mr. Milos:

We are offering to perform the following work, on the terms and conditions stated below and hereof, and at the prices shown, as follows:

At this time we are proposing replacing the traffic signal conductors at the above listed intersection due to deterioration. This intersection has gone into flash several times and no longer has spares if it continues to have problems it may not re-set to a functional operations we are now offering to set up the needed traffic control, remove the (e) deteriorated wires and clean out the conduits. Supply and pull in new TS conductor cable, EVP, SL and SNS wires. Make all connections and check operations. Schedule lead time is 2 to 5 Days ARO. Work will take approximately 2 days to complete.

Labor, Materials, and Equipment ......\$ 24,850.00

Note\* we are suggesting this work happens as soon as possible to avoid costly overtime callout repairs or even the possibility of a blacked out intersection.

This offer shall expire 60 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery of a copy of this offer duly signed by you in the space provided below.

The foregoing offer is hereby accepted this	day of, 2015
CITY OF CATHEDRAL CITY	SIEMENS
Ву:	Jill Petrie
Title:	Jill Petrie Service Account Manager

## SIEMENS

## Invoice

Cust PO No Signed Proposal

Cust PO Date 04/03/2015

**Quotation No** 

Invoice No 5610000899 Date 06/05/2015

Sales Order No 3005379895

Sales Ord Date 04/03/2015

Lock Box No 3283

Customer No 30464230

Page 1 of 1

Ship To:

Bill To:

CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CITY CA 92234

Sold To:

CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CITY CA 92234

CITY OF CATHEDRAL CITY 68700 AVENIDA LALO GUERRERO CATHEDRAL CITY CA 92234

Remit check payments to:

Remit Incoming Wires To:

Remit Incoming ACH's To:

SIEMENS INDUSTRY, INC.

PO Box 3283 CAROL STREAM IL 60132 Citibank New York 111 Wall Street

New York, New York 10043 USA ABA# 021000089 Swift: CITIUS33

Send Remittance Instructions to:

Account: 30847747

Siemens Industry, Inc/ Lockbox #3283 C/o Citibank Lockbox Operations 8430 W. Bryn Mawr Avenue, 3rd Floor Chicago, IL 60631

Account: 30847747 ABA# 021000089

Delivery#:

IUSMobilityarequest.industry@siemens.com

Ship Date:

INCO Terms: Free on board

**ORIGIN** 

Line					T
Item	Motorial Number/Description		Invoice	Unit	Total
	Material Number/Description	U/M	Qty	Price	Price
200	TYZ:RCM_MFX_INTRSC	1			
	Change Order - Repull/Add Left Turn Phases for East & West				
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Payment Terms: Net Due 30 Days

Total Wt.:

Net Due By: 07/05/2015

12,393,70

Invoice Total:

"If this invoice, delivery note, or packing list represents an export transaction, then these commodities, technology or software (items) were exported from the United States in accordance with the Export Administration Regulations. In all cases, diversion contrary to U.S law is prohibited. These Items are not to be used, directly or indirectly, in prohibited nuclear, chemical/biological or missile weapons activities. This is to certify that the information on this invoice, delivery note, ASN or packing list is true and correct and that the contents of this shipment are as stated thereon."

**Currency: USD** 

0 KG

"We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor Issued under Section 14, thereof."

Extra Work Due to conduit damages

	Regular Time	Over Time	Preimum time	Description of Work
				pulled out long half of conductors with problems in crossing possible
				damage underground notified City. Had to over head all conductors to get
				intersection back up and running PCR will follow up to open roadway to
24-Apr	35	4	0	0 find damage/blocked conduit.
25-Apr OFF	OFF			
26-Apr OFF	OFF			
				Isolated damaged conduit with locator, removed 12'x25' asphalt area.
				Exposed broken conduit hit by sewer line contractor, busted and out of
				alighment. Made repairs to conduit be rerouting new conduit for crossing.
27-Apr	16	15	ž	5 Backfilled area, compressed, placed temp asphalt.
28-Apr	10			Removed Temp overhead conductors from intersection
14-May	32			Removed temp patchasphalt and installed perminate asphalt.

			Contraction of the last of the
Bill Hrs	93	19	5
Rate	\$81.07	\$121.61	\$162.15
Total	\$7,539.51	\$2,310.59	\$810.75

ill Hrs	93	19	5
ate	\$81.07	\$121.61	\$162.15
otal	\$7,539.51	\$2,310.59	\$810.75
		Total	\$10,660.85

\$79.06	\$429.79	\$1,224.00	
Materials Safety Co	Granit Asphalt	Mtls from stock	

\$12,393.70 **Total for Extra Billing** 

\$1,732.85

Bill Materials









## Cathedral City

### **Agenda Report**

File #: 2015-295 Item No: 3.W.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Second Reading - Residential Smoke Alarm Ordinance Amendment

FROM:

Paul S. Wilson, Fire Chief

### RECOMMENDATION:

Staff recommends the City Council conduct a second reading and approve an amendment to City Ordinance 8.12 and the California Fire Code 2013 Edition Article 9 - 907.2.10.5.4. subsequent to the first reading on June 22, 2015.

### **BACKGROUND:**

Since July 2007 the Cathedral City Municipal Ordinance 8.12 has required residential smoke detectors to be "dual sensor" (photoelectric and ionization). The requirement was based on recommendations from the International Association of Fire Chiefs and California Fire Chiefs Association to provide optimal detection of fast-flaming fires versus smoldering fires.

The California Office of the State Fire Marshal (OSFM) has determined removal of smoke detector batteries by residential occupants as one of the more serious hazards to life safety.

As of July 1, 2014 in order to be listed by the California OSFM new smoke alarms that are solely battery powered <u>must have a non-replaceable</u>, <u>non-removable battery that is capable of powering the</u> smoke alarm for at least ten years.

Beginning July 1, 2015 all California OSFM listed and approved smoke alarms shall display;

- (a) The date of manufacture on the device
- (b) Provide a place on the device where the installation date can be written
- (c) Incorporate a hush feature.

The text of the amendment is as follows:

File #: 2015-295 Item No: 3.W.

"Upon sale of any residential dwelling and factory-built housing, the seller shall have installed therein, permanently wired smoke detectors (alarms), or ten-year tamper-proof battery powered approved dual Photoelectric and Ionization type detectors of products of combustion, other than heat only, as required by the fire code commonly known as Dual Sensor Smoke Alarms. The smoke alarms are required to be State Fire Marshal approved and listed. The seller must obtain certification from the Fire Department of the installation and proper operation prior to close of sale of property."

### **DISCUSSION:**

Due to the new California OSFM requirements, smoke alarm manufacturers are not producing "dual sensor" (photoelectric and ionization) devices, which also incorporate the new California OSFM features referenced above.

The sellers of residential properties, their realtors and escrow agents are experiencing difficulties in locating "dual sensor" smoke alarms that meet the California OSFM requirements.

Staff would continue to recommend residential dwellers install both types of smoke alarms (photoelectric and ionization) independently, for optimal occupant protection. However, upon adoption of the proposed Amendment to City Ordinance 8.12 and the California Fire Code 2013 Edition Article 9 - 907.2.10.5.4 the "dual sensor" smoke alarms would not be required in the future, in order to comply with California OSFM and the California Health and Safety Code Section 13114.

The advantage of smoke alarms being installed in Cathedral City with a non-replaceable, non-removable battery that is capable of powering the smoke alarms for at least ten years outweighs the current "dual sensor" smoke alarm requirement.

**PHASE-IN PERIOD:** Residential properties which had installed the previously required battery powered dual sensor smoke alarms, without a 10-year tamper-proof battery, could retain said alarms if the property were sold after September 1, 2015 through August 31, 2017.

### **FISCAL IMPACT:**

Adoption and implementation of the recommendation will incur minimal expense to the fire department, as all printing is completed in-house, correspondence to realtors can be sent via email and the updated smoke alarm information would be accessible on the fire department website.

### **ATTACHMENTS:**

Ordinance

ΩR	DIN	ANC	FN		
UR	צווט	AIN	ᅩᄗ	IV.	

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING PROVISIONS OF CATHEDRAL CITY MUNICIPAL CODE CHAPTER 8.12 AND THE CALIFORNIA FIRE CODE (2013 EDITION ARTICLE 9-907.2.10.5.4) RELATING TO SMOKE ALARM REQUIREMENTS UPON SALE OF CERTAIN RESIDENTIAL DWELLINGS

**WHEREAS,** the State has adopted and approved the 2013 edition of the California Building Standards Code ("Code"), which are published in Title 24 of the California Code of Regulations and are based on the latest national, uniform and international model building codes; and

**WHEREAS**, as permitted by and in accordance with the California Building Standards Law (Health & Safety Code section 18941.5(b)), the City of Cathedral City (the "City") adopted amendments to the Code on or about November 13, 2013, which amendments became effective on January 1, 2014; and

**WHEREAS**, the current provisions of section 8.12.020 of the Cathedral City Municipal Code ("CCMC") require installation of "dual sensor" (photoelectric and ionization) residential smoke detectors based on prior recommendations from the International Association of Fire Chiefs and California Fire Chiefs Association; and

**WHEREAS**, the California Office of the State Fire Marshal ("OSFM") recently determined removal of smoke detector batteries by residential occupants as one of the more serious hazards to life safety; and

**WHEREAS**, as of July 1, 2014, Health & Safety Code section 13114 requires all new smoke alarms that are solely battery powered to have a non-replaceable, non-removable battery that is capable of powering the smoke alarm for at least ten years in order to be listed by the California OSFM; and

WHEREAS, the City Council of the City ("City Council") has determined that the advantage of smoke alarms being installed in Cathedral City with a non-replaceable, non-removable battery that is capable of powering the smoke alarms for at least ten years outweighs the current "dual sensor" smoke alarm requirement and ensures that sellers of real property, relators and escrow agents can meet the requirements of the CCMC: and

**WHEREAS**, the City Council has further determined that adopting a brief phasein period to accommodate those residential properties that had previously installed smoke alarms in compliance with the prior provisions of the CCMC is warranted; and WHEREAS, at the conclusion of a duly-noticed public hearing on June 22, 2015 at which evidence was presented and duly considered, the City Council found that this Ordinance updating CCMC Chapter 8.12 is needed to conform with the requirements of the Health &Safety Code and to provide appropriate fire protection to residential structures in the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

# <u>Section 1.</u> AMENDMENT OF CATHEDRAL CITY MUNICIPAL CODE, CHAPTER 8.12, SECTION 8.12.020, SUBDIVISION T

Subdivision T of Section 8.12.020 of Chapter 8.12 of the Cathedral City Municipal Code shall be revised to read as follows:

T. Section 907.2.10.5.4 is added to provide for the installation of detection devices upon the sale of certain dwellings:

**907.2.10.5.4** Upon sale of any residential dwelling and factory-built housing, the seller shall have installed therein, permanently wired **smoke detectors (alarms)** or **ten-year tamper-proof** battery powered approved dual Photoelectric and lonization type detectors of products of combustion other than heat only, **as required by the Fire Code.** commonly known as Dual Sensor Smoke Alarms. The smoke alarms are required to be State Fire Marshal approved and listed. The seller must obtain certification from the Fire Department of the installation and proper operation prior to close of sale of property.

Phase-in Period: The foregoing notwithstanding, residential properties which installed battery powered dual sensor smoke alarms, without a 10-year tamper proof battery (as permitted by the prior provisions of this Section) on or before the effective date of this revision, may retain such alarms if the property is sold during the period of September 1, 2015 through August 31, 2017.

### Section 2. SEVERABILITY

The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action of competent jurisdiction or by reason of any preemptive legislation, the remaining provision, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

### Section 3. REPEAL OF CONFLICTING PROVISIONS

All the provisions of the Cathedral City Municipal Code adopted by the City of Cathedral City that are in conflict with the provisions of this ordinance are hereby repealed.

### Section 4. AMENDING OF BAIL SCHEDULE

The City Attorney's Office is hereby directed to amend the City's Bail Schedule to conform to the revised penalty and fine provisions established by this ordinance and to cause such amended Bail Schedule to be filed with the local branches of the Superior Court of the County of Riverside.

### Section 5. ENVIRONMENTAL FINDINGS

The City Council finds that adoption of this ordinance is exempt from the provisions of the California Environmental Quality Act pursuant to Title 14 California Code of Regulations section 15061, subsection (b)(3), because there is nothing in this chapter or its implementation that could foreseeably have any impact on the environment.

### Section 6. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Cathedral City.

### Section 7. CERTIFICATION

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

The foregoing Ordinance was appro	oved and adopted at a meeting of the City _, 2015 by the following vote:
AYES: NOES: ABSTAIN: ABSENT:	
	Stan Henry, Mayor
ATTEST:	

Gary F. Howell, City Clerk
APPROVED AS TO FORM
Charles R. Green, City Attorney



## Cathedral City

### **Agenda Report**

File #: 2015-296 Item No: 3.X.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

Final Planned Unit Development (PUD) 14-001 for Tract No. 36747

FROM:

Pat Milos, Community Development Director

#### RECOMMENDATION:

Staff recommends the City Council approve the Final PUD for Tract 36747

### **BACKGROUND:**

Planned Unit Development (PUD) 14-001 (also known as "The District"), was approved by the Planning Commission on January 7, 2015, for a 47 lot single family dwelling subdivision (Tract 36747) on approximately 7.5 acres of vacant land on the east side of Cree Road, north of Jones Road in the southwest portion of Cathedral City.

This Tract was formerly in agricultural production, as a date grove, and later was developed into a mobile home park. The mobile home park became dilapidated and went into receivership, closed and was cleared by the receiver. The land remained vacant and undeveloped for approximately seven years.

The Tract will be bounded by Jones Road, Cree Road, and Carey Road. The Tract will be a private gated community of 47 two-story, single-family homes, ranging in size from about 1,777 to 2,164 square feet. Amenities will include a community pool, spa, barbeque, cabana building, and covered patio area and a walking trail and open space fitness areas.

The Tract will be gated with a Home Owners Association (HOA) responsible for all interior amenities listed above and, not limited to, the private interior streets, interior and exterior landscaping, interior drainage facilities and interior and exterior streetlights. All the lots within this Tract are behind the Tract walls and will front on private streets. The Subdivider is also required to improve exterior public streets, sidewalks and frontages along Jones Road, Cree Road and Carey Road as part of the Conditions of Approval for the Tract.

The Final Map and Subdivision Agreement for Tract 36747 were approved by the City Council on

File #: 2015-296 Item No: 3.X.

June 22, 2015. A final grading plan and improvement plans for streets, drainage systems and off-site work have been approved by the Engineering Department.

This Tract has been annexed into the City Community Facilities District (CFD), and the individual lot buyers will be taxed annually for their proportionate share of the financial impact of the Tract for CFD services. The Subdivider has also paid the Quimby park fees as required by City Ordinance.

### **DISCUSSION:**

In accordance with Section 9.94.160 (Final Planned Unit Development Plan) of the Cathedral City Municipal Code, all the requirements for Final PUD have been met including submittal of a Final PUD Site Plan (Attachment 1), Construction Phasing Schedule (Attachment 2) and Final Landscape Plans.

### **FISCAL IMPACT:**

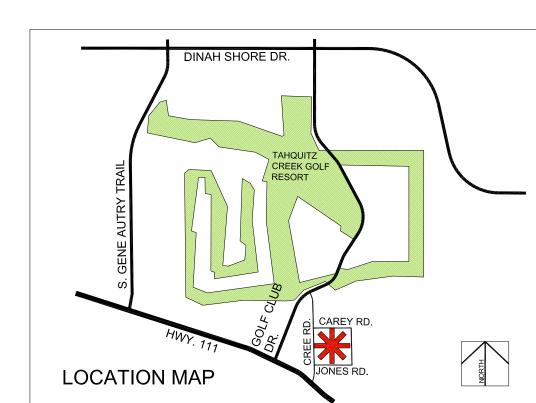
Approval and recordation of the Final PUD will allow construction of 47 single family residences. Ordinarily, the construction and occupancy of single family units would likely cause further fiscal constraints in the ability of Cathedral City to meet expected demands for public services from new residents of this development. This is because City General Fund revenue expected from this Tract is not likely to offset the actual costs of providing this Tract with such services (e.g. Fire, Paramedics, Police, etc...). However, since the Tract is now included in the City-Wide Community Facilities District (CFD), it is expected that the special tax generated by the CFD will help to offset any financial impacts caused by these new demands.

In addition, the Tract is gated and will be developed with private infrastructure and community amenities. The Covenants, Conditions and Regulations (CC&Rs) for this Tract require the HOA to be responsible for all costs, maintenance and replacement of private streets, storm drains, lights (including exterior public street frontage lighting), community amenities, open spaces and interior and exterior landscaping.

#### ATTACHMENTS:

- 1. Final PUD Site Plan
- 2. Construction Phasing Schedule





47 6.39 UNIT 36	6		6 MIX	
6.39 UNIT 36 11	DU/AC		-	
UNП 36 11	rs <b>S</b>		-	
36 11	6		-	
36 11	6		-	
11		7	70/2	
			77%	
47	11		23%	
47		100%		
SQ. FT.	BD/BA	# UNITS	TOTAL S.F	
1777	2/2.5	15	26,655	
1992	3/3	16	31,872	
2164	3/3	16	34,624	
		47	93,151	
SQ. FT.	ACRES		% OF SITE	
33,625	0.77		10%	
90,373	2.07		28%	
7,988	0.18		2%	
82,316	1.89		26%	
45,385	1.04		14%	
60,894	1.40		19%	
320,581	7.36		100%	
SF / UNIT = 23,5	00 SF			
	PROVIDED			
			94	
4/			20	
	1777 1992 2164  SQ. FT. 33,625 90,373 7,988 82,316 45,385 60,894 320,581	1777 2/2.5  1992 3/3  2164 3/3  2164 3/3  SQ. FT. ACRES  33,625 0.77  90,373 2.07  7,988 0.18  82,316 1.89  45,385 1.04  60,894 1.40  320,581 7.36  SF / UNIT = 23,500 SF  PROVIDED  94 GAR  47 ON-ST  LONG DW SPACE P	1777 2/2.5 15 1992 3/3 16 2164 3/3 16  47  SQ. FT. ACRES 33,625 0.77 90,373 2.07 7,988 0.18 82,316 1.89 45,385 1.04 60,894 1.40 320,581 7.36  SF / UNIT = 23,500 SF  PROVIDED 94 GARAGE 47 ON-STREET LONG DWYS. (ONE SPACE PER DWY.)	

Standard	Requirement		
Maximum Density	6.5 units per acre		
Maximum Building Height	26'		
Minimum Distance Between Homes	10'		
Minimum Residential Lot Setbacks	Front: 10' from private street right-of-way Side: 5' from side property line Rear: 10' from rear property line Garages shall be setback a minimum of 18' from the private street right-of-way except those approved under Variance 14-006 for a minimum 5' setback		
Parking	Minimum two car parking spaces within a garage		
Swimming Pool Setbacks	Side: 5', Rear: 5' *Pool setbacks may be reduced with engineered plans and approval of the Chief Building Official.		
Design guidelines Paint colors	As approved under PUD 14-001		
Phasing	As approved under PUD 14-001 and TTM 36747		

PROPOSED ZONING: PUD WITH RR UNDERLYING ZONE

- PUD DESIGN CRITERIA MET BY PROJECT: PLAN PROVIDES ADEQUATE OPEN SPACE, CIRCULATION, PARKING, AND RECREATION FACILITIES AS RELATED TO THE USE AND INTENSITY OF DEVELOPMENT.
- PROPOSED DEVELOPMENT IS COMPATIBLE WITH EXISTING AND PLANNED LAND USES, AND WITH CIRCULATION PATTERNS OF ADJOINING PROPERTIES. DOES NOT CONSTITUTE A DISRUPTIVE ELEMENT TO THE NEIGHBORHOOD OR COMMON AREAS AND REC. FACILITIES ARE LOCATED TO BE READILY ACCESSIBLE TO RESIDENTS.
- PROVIDES ARCHITECTURAL HARMONY WITH NEIGHBORHOOD AND COMMUNITY. DEVELOPMENT STANDARDS - COMPLIANCE AND REQUESTED VARIANCES:

  • ALLOWED DENSITY = 1 DU / 6700 S.F., OR 48 UNITS
- PROPOSED DENSITY = 1 DU / 6830 S.F., OR 47 UNITS NO MINIMUM LOT DIMENSIONS REQUIRED. YARD REQUIREMENTS ESTABLISHED BASED ON DESIGN AND RELATION OF BUILDINGS TO EACH OTHER.

ROADS A MINIMUM OF 10'.

2 GARAGE SPACES PER UNIT

- PROJECT PROPOSES 10' MIN. REAR YARDS AND 5' MINIMUM SIDE YARDS.
   ALL STRUCTURES SHALL BE SETBACK FROM R.O.W. OF PUBLIC OR PRIVATE PROJECT PROPOSES A 5' MINIMUM DRIVEWAY LENGTH TO PRIVATE ROADS WHICH IS A VARIANCE FROM REQUIRED STANDARD. ALL OTHER PORTIONS OF THE HOMES WILL BE SETBACK FROM PRIVATE
- MAXIMUM BLDG. SITE COVERAGE PERMITTED IN RR ZONE IS 40%. BASED ON SIZE OF ENTIRE SITE (7.37 AC), THE MAXIMUM AMOUNT OF BLDG. COVERAGE CAN BE UP TO 128,405 SF OR 2732 SF PER LOT. PROPOSED BLDG. HEIGHTS WILL BE COMPATIBLE WITH SURROUNDING DEVELOPMENT AND WILL NOT UNDULY BLOCK THE VIEW OF SURROUNDING PROPERTIES. PARKING WILL BE PROVIDED PER UNDERLYING ZONE:
- PRIVATE STREETS HAVE WIDTH AND GEOMETRIC DESIGN THAT RELATE TO THE FUNCTION AND NEEDS OF DEVELOPMENT AND WILL COMPLY WITH CITY'S SUBDIVISION REGULATIONS AND STREET IMPROVEMENT STANDARDS. COMMON ACTIVE OPEN SPACE PROVIDED AT A MINIMUM OF 500 S.F. PER UNIT. 23,500 S.F. REQUIRED 33,625 S.F. PROVIDED (INCLUDES PARK AREAS, REC. AREA, AND RETENTION
- (EXCLUDING REAR AND SIDE YARDS) AND WILL BE IRRIGATED AND MAINTAINED BY DISTANCE BETWEEN HOMES WILL BE A MINIMUM OF 10'. WALKWAYS WILL BE PROVIDED TO ALL BUILDING ENTRANCES.

LANDSCAPING SHALL BE PLANNED COMPREHENSIVELY FOR ENTIRE SITE

- EACH HOME WILL BE CONSTRUCTED WITH AT LEAST TWO-HOUR FIRE RESISTIVE CONSTRUCTION FOR ALL SEPARATION WALLS. ALL LANDSCAPING AND WALKWAYS BEHIND THE CURBS ON THE PERIMETER STREETS TO BE MAINTAINED BY PROJECT HOA. NO FIXED SHADE STRUCTURES SHALL BE ALLOWED WITHIN FRONT YARDS OF
- SMALL POOLS SHALL BE ALLOWED WITHIN PRIVATE YARDS, WITH A MINIMUM SETBACK OF 1.5' (18 INCHES) TO PROPERTY LINES.

APN: 681-310-010-4 and 681-310-011-5

FINAL SITE PLAN

45' & 47' X 78' LOT SIZE



CREE / JONES VENTURES, LLC

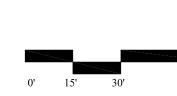
30-875 Date Palm Dr., Suite C

Cathedral City, CA 92234

mario@ghacompanies.com

(760) 969-1400 Office

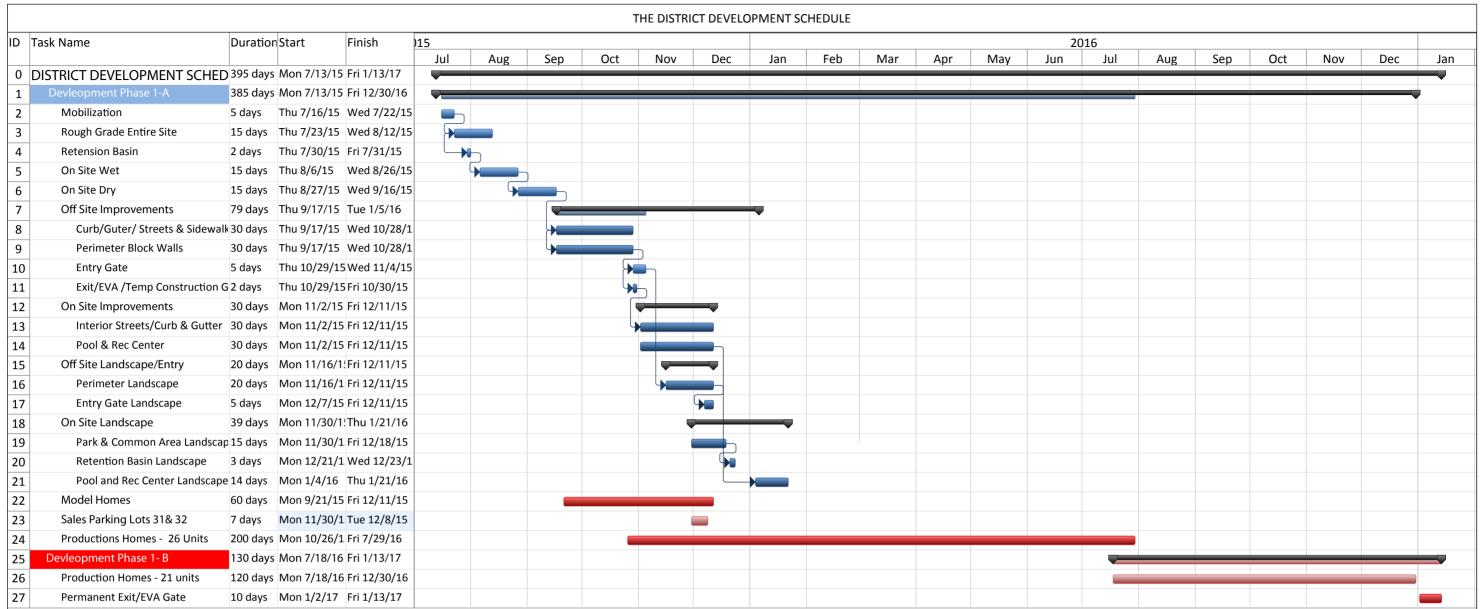
(760) 969-1498 Fax



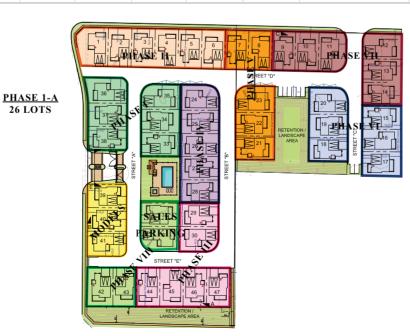




THE DISTRICT



DEVELOPMENT PHASE 1-A				
PHASE NUMBERS	LOT NUMBERS	TOTAL LOTS		
		<u>26</u>		
MODEL COMPLEX	39 - 41	3		
PHASE I	33 -38	6		
PHASE II	1 - 6	6		
PHASE III	29, 30 & 44 - 47	6		
PHASE IV	24 - 28	5		



26 LOTS

PHASE 1-B

17 LOTS

**DEVELOPMENT PHASE 1-B** LOT TOTAL **PHASE** NUMBERS LOTS NUMBERS <u>21</u> PHASE V 5 7, 8 & 21 - 23 PHASE VI 15 - 20 PHASE VII 9 - 14 PHASE VIII 31, 32, 42 & 43



## **Agenda Report**

File #: 2015-297 Item No: 3.Y.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

**Resolution of Support for AB 150** 

FROM:

George Crum, Chief of Police

## **RECOMMENDATION:**

Staff recommends the City Council approve a resolution supporting Assembly Bill 150

## **BACKGROUND:**

At the January 9, 2015 CVAG Public Safety Committee meeting, Riverside County District Attorney Michael Hestrin discussed Proposition 47 and its implication on the communities. California Proposition 47 reduces the classification of most "non-serious and non-violent property and drug crimes" from a felony to a misdemeanor. The measure was approved and took effect immediately upon its passage on November 4, 2014.

The CVAG Public Safety Committee discussed the portion of Proposition 47 that would make the theft of a gun a misdemeanor, instead of a felony. CVAG staff researched current state legislation and found that AB 150 (Melendez and Gray) is seeking changes to Proposition 47 in regard to theft of a gun \$950 or less. AB 150 provides an important clarification of the law on this point, and in doing so enhances public safety. This measure specifies that the theft of a firearm valued at \$950 or less is a felony offense. The bill is supported by the League of California Cities and the California Police Chiefs Association. AB 150 is currently waiting a hearing date for the Assembly Appropriations Committee.

## **DISCUSSION:**

CVAG staff has prepared Resolution No. 15-003, to support AB 150 (Melendez, Gray) that would make buying or receiving a stolen firearm \$950 or less a felony. Additionally, CVAG staff has prepared a model resolution for CVAG member jurisdictions to consider for adoption. Attached is the proposed Resolution in support of Assembly Bill 150 that would make buying or receiving a stolen firearm \$950 or less a felony.

## **FISCAL IMPACT:**

There is no fiscal impact to the City with the adoption of this Resolution.

## **ATTACHMENTS:**

Proposed Resolution

#### **RESOLUTION NO. 2015 -**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, IN SUPPORT OF ASSEMBLY BILL 150 (MELENDEZ AND GRAY) THAT WOULD MAKE BUYING OR RECEIVING A STOLEN FIREARM \$950 OR LESS A FELONY

**WHEREAS**, existing law states that the theft of a firearm is grand theft, punishable as a felony by imprisonment in state prison for 16 months or 2 or 3 years; and

WHEREAS, the Safe Neighborhoods and Schools Act, enacted by Proposition 47, as approved by voters at the November 4, 2014, Statewide General Election, notwithstanding these provisions instead requires that theft of a property that does not exceed \$950 be considered petty theft punishable as a misdemeanor, except in cases when the defendant had previously been convicted of one or more specified serious or violent felonies or an offense requiring registration as a sex offender; and

WHEREAS, AB 150 (Melendez and Gray) is an important clean-up provision that would make the theft of a firearm \$950 or less a grand theft in all cases, punishable by imprisonment in state prison for 16 months or 2 or 3 years; and

**WHEREAS**, AB 150 (Melendez and Gray) would make buying or receiving a stolen firearm valued at \$950 or less a felony offense; and

**WHEREAS**, theft of a firearm is a serious matter and should be treated as such, irrespective of Proposition 47; and

**WHEREAS**, the California Constitution authorizes the Legislature to amend or repeal an initiative statute that becomes effective when approved by the electors; and

**WHEREAS**, legislation would provide that it would become effective only upon approval of the voters and would provide for the submission of this measure to the voters for approval at the next Statewide General Election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES HEREBY RESOLVE AND DECLARE a public safety need for Assembly Bill 150 that would make buying or receiving a firearm a misdemeanor or felony.

PASSED, APPROVED, AND ADOPTED this 22<sup>nd</sup> day of July, 2015.

Stanley E.	Henry, Chairman	

ATTEST:	
Gary F. Howell, Clerk	
APPROVED AS TO FORM:	
Charles R. Green, City Attorney	
	K of the City of Cathedral City, do hereby certify that duced and adopted at a regular meeting of the City, 2015 by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Gary F, Howell, Clerk
	23.7.,, 2.2



## **Agenda Report**

File #: 2015-258 Item No: 4.A.

**City Council** 

**MEETING DATE: 7/22/2015** 

#### TITLE:

Appeal of Planning Commission Denial of Conditional Use Permit Application for King Blaise Cooperative located at 68860 Ramon Road in Cathedral City.

#### FROM:

Nicholas Hermsen, Deputy City Attorney

## **RECOMMENDATION:**

The City Attorney's office recommends that the City Council hear an appeal of the decision of the Planning Commission denying the Dispensary Conditional Use Permit application and affirm the findings and decision of the Planning Commission.

## **BACKGROUND:**

## A. The Newly Enacted Ordinance and Planning Commission Determination

Last year, the City Council enacted an ordinance which allows three medical marijuana dispensaries to open and operate in the City, subject to a Conditional Use Permit ("CUP"). (The full ordinance is found at Cathedral City Municipal Code ("CCMC") chapter 9.108). Under the ordinance, a deadline was established to submit a CUP application to the City, after which a lottery was held to determine in which order the applications would be processed. A total of 24 applications were received, the lottery was held, and each of the applications has been ranked.

The instant application for King Blaise Cooperative is for the sixth-ranked application under the lottery. The proposed location is 68860 Ramon Road. The matter was considered by the Planning Commission on June 3, 2015, which determined that the proposed application was in violation of the CCMC due to issues discovered in the applicant's background check.

The administrative record for the Planning Commission meeting is attached to this staff report, including: (a) The Planning Commission Staff Report; (b) The application; (c) an email from attorney

File #: 2015-258 Item No: 4.A.

Michele McKee opposing the application; and (d) The Planning Commission Agenda.

The ordinance includes several criteria which automatically disqualify a particular applicant. Cathedral City Municipal Code section 9.108.100 provides that following a public hearing, the Planning Commission shall deny a dispensary CUP application upon making any of the following findings:

- "The applicant has made one or more false or misleading statements or omissions on the application or during the application process;"
- "The applicant, or any person who is managing or is otherwise responsible for the activities of the dispensary, or any employee(s) or volunteer(s), if any, has been convicted of a felony... with the exception of marijuana related offenses for which the conviction occurred prior to passage of Compassionate Use Act ("CUA"), and which would be defensible today under the CUA...;"
- "The applicant, or any person who is managing or is otherwise responsible for the activities of the proposed dispensary has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices..."

## B. The Application

Pursuant to CCMC Section 9.108.080(B), the Planning Commission has the decision-making authority to find whether an application is in compliance with Chapter 9.108. A decision of the Planning Commission may be appealed to the City Council pursuant to CCMC section 2.04.100. The subject appeal was timely filed by applicant Brian Scott Nicholson, pursuant to CCMC section 2.04.110. A copy of the appeal is attached. The City Council review of this matter is *de novo* -meaning no deference is given to the decision of the Planning Commission.

The Police Department conducted a background check as required by the Ordinance and made the following findings, which were affirmed by the Planning Commission:

- 1. Blaise Raymond Moreno, who is listed as an Officer of King Blaise Cooperative on the application, was convicted of a violation of Penal Code section 245(A)(1), assault with a deadly weapon (not a firearm) in 1991 and sentenced to two years in State prison.
- 2. When Mr. Moreno took over a collective (California Alternative Medicinal Solutions) in Yucca Valley in 2012, he failed to change the ownership on the business license because it would have required him to close the business and reapply for a permit. If the business closed, Mr. Moreno believed the business would not have been allowed to reopen. The Police Department determined Mr. Moreno was fraudulent and deceptive in his business dealings with Yucca Valley, and violated Yucca Valley's ordinance.
- 3. Mr. Moreno was complicit in the transportation from his "grow house" in Cherry Valley, California to his store in Yucca Valley. Mr. Moreno admitted he is in violation of State and Federal

File #: 2015-258 Item No: 4.A.

laws by operating a marijuana "grow house," but said that without doing so he would be unable to meet the supply demands to sell marijuana. The Police Department determined this is an unlawful business practice by Mr. Moreno.

- 4. Brian Scott Nicholson, who is listed as President of King Blaise Cooperative on the application, admitted he had taken over full responsibility of California Alternative Medicinal Solutions in Yucca Valley from the previous owner. Mr. Moreno admitted that he and Mr. Nicholson failed to follow the process for changing ownership of the business in Yucca Valley because they feared they would not be allowed to reopen. The Police Department determined Mr. Nicholson also engaged in unlawful, fraudulent and deceptive business acts.
- 5. Mr. Nicholson failed to provide background investigators the information regarding the business license for California Alternative Medicinal Solutions, but presented the ownership change from the previous owner as compliant with the law. Mr. Nicholson told background investigators he did not have to undergo a background investigation in Yucca Valley and showed newspaper clippings where he was identified as the Director of California Alternative Medicinal Solutions. The Police Department determined Mr. Nicholson's failure to volunteer this information was not only an admission, but was done to mislead the background investigators.

On the basis of these determinations and findings, the Community Development Director recommends that King Blaise Cooperative's application be denied and the Planning Commission's findings and denial of the application be affirmed. The City Attorney's office supports that recommendation.

Attorney Michele McKee, who represents the #8 applicant, Green Cross Co-op/PSGC, Inc., submitted an email opposing the application on the ground that the applicant does not have an actual signed lease, although the applicant does have written permission from the property owner to operate a dispensary on the property. A copy of that email is attached. While CCMC section 9.108.080(A)(7) does require a notarized acknowledgment from the property owner that a medical marijuana dispensary will be operated on the property, a signed lease is not required. Therefore, the City Attorney's office recommends that this objection not be used as a ground to deny the application or deem it incomplete.

## C. The Appeal

The appeal was received by the City on June 10, 2015, and is attached. The grounds stated in the appeal are that "the findings in the [staff report as affirmed by the Planning Commission] are not true and misleading."

The recommendation of the Community Development Director and the City Attorney's Office remain the same. Most notably, even if the City Council were to disregard Findings #2 through #5, the #1 Finding creates the clearest basis for denial. No applicant is permitted to have a felony conviction,

File #: 2015-258 Item No: 4.A.

and Mr. Moreno's felony conviction directly violates the requirements of the ordinance.

## D. Appeal Procedures

The process for hearing the appeal is typically a summary of the situation by staff followed by testimony of the appellants. Following that testimony the City Council should take comment from those in attendance. Following the hearing the City Council will take action on the appeal. The City Council has several options in relation to the appeal:

- 1. The City Council may affirm, in whole, the decision of the Planning Commission.
- 2. If the City Council finds that new or additional information has been discovered in the appeal process that may result in the Planning Commission reaching a different conclusion, the City Council may remand the matter back to the Planning Commission with direction to consider the new or additional information.
- 3. The City Council may reverse the decision of the Planning Commission and vacate its determination on the application's CCMC violation, and remand the application to the Planning Commission for further proceedings consistent with CCMC chapter 9.108.
- 4. The City Council may modify the determination of the Planning Commission however it deems fit.

#### RECOMMENDED ACTION:

That the findings and decision of the Planning Commission denying the application of King Blaise Cooperative for a Dispensary Conditional Use Permit be affirmed in their entirety.

## FISCAL IMPACT:

None

## ATTACHMENTS:

- 1. Planning Commission Staff Report for King Blaise Cooperative
- 2. Conditional Use Permit Application for King Blaise Cooperative
- 3. Email from Attorney Michele McKee
- 4. Planning Commission Agenda for June 3, 2015
- 5. Appeal of King Blaise Cooperative Planning Commission Action

23801 Calabasas Road Suite 1015 Calabasas, CA 91302 818.704.0195 Fax 818.704.4729



41750 Rancho Las Palmas Drive Suite P-1 Rancho Mirage, CA 92270 760.770.0873 Fax 760.770.1724

Direct E-mail Address: nick@gdblawoffices.com

Reply to: Rancho Mirage Office

## PLANNING COMMISSION AGENDA REPORT

June 3, 2015

TO:

HON. CHAIR TODD HOOKS AND MEMBERS OF THE PLANNING

COMMISSION

FROM:

NICHOLAS HERMSEN, DEPUTY CITY ATTORNEY

SUBJECT: CONSIDERATION OF AN APPLICATION FOR MEDICAL MARIJUANA DISPENSARY CONDITIONAL USE PERMIT FOR KING BLAISE

COOPERATIVE (68860 RAMON ROAD) PURSUANT TO CATHEDRAL

CITY MUNICIPAL CODE SECTION 9.108.080(B)

## RECOMMENDATION:

That the Planning Commission adopt the recommendation made by the Community Development Director, based on the findings by the Police Department set forth below, and deny the application for a medical marijuana dispensary Conditional Use Permit for King Blaise Cooperative (68860 Ramon Road) for violating Cathedral City Municipal Code ("CCMC") Section 9.108.100.

## **DISCUSSION:**

As the Planning Commission is aware, last year the City Council enacted an ordinance which allows three medical marijuana dispensaries to open and operate in the City, subject to a Conditional Use Permit ("CUP"). (The ordinance regulating medical marijuana dispensaries is codified at CCMC chapter 9.108 (the "Ordinance")). Under the ordinance, a deadline was established to submit a CUP application to the City, after which a lottery was held to determine in which order the applications would be processed. A total of 24 applications were received, the lottery was held, and each of the applications was ranked.

The application for King Blaise Cooperative was ranked sixth in the lottery and is next in line to be considered the ("Application"). The entire application is attached for your reference and review.

Cathedral City Municipal Code section 9.108.100 provides that following a public hearing, the Planning Commission shall deny a dispensary CUP application upon making any of the following findings:

- "The applicant has made one or more false or misleading statements or omissions on the application or during the application process;"
- "The applicant, or any person who is managing or is otherwise responsible for the
  activities of the dispensary, or any employee(s) or volunteer(s), if any, has been
  convicted of a felony...with the exception of marijuana related offenses for which
  the conviction occurred prior to passage of Compassionate Use Act ("CUA"), and
  which would be defensible today under the CUA...;"
- "The applicant, or any person who is managing or is otherwise responsible for the activities of the proposed dispensary has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices..."

The Police Department conducted a background check as required by the Ordinance and made the following findings:

- 1. Blaise Raymond Moreno, who is listed as an Officer of King Blaise Cooperative on the application, was convicted of a violation of Penal Code section 245(A)(1), assault with a deadly weapon (not a firearm) in 1991 and sentenced to two years in State prison.
- 2. When Mr. Moreno took over a collective (California Alternative Medicinal Solutions) in Yucca Valley in 2012, he failed to change the ownership on the business license because it would have required him to close the business and reapply for a permit.

<sup>1</sup> One of the first five applications was approved; the others were either withdrawn or denied. Some of the applicants who were denied have challenged the denials in cases pending in Superior Court.

If the business closed, Mr. Moreno believed the business would not have been allowed to reopen. The Police Department determined Mr. Moreno was fraudulent and deceptive in his business dealings with Yucca Valley, and violated Yucca Valley's ordinance.

- 3. Mr. Moreno was complicit in the transportation from his "grow house" in Cherry Valley, California to his store in Yucca Valley. Mr. Moreno admitted he is in violation of State and Federal laws by operating a marijuana "grow house," but said that without doing so he would be unable to meet the supply demands to sell marijuana. The Police Department determined this is an unlawful business practice by Mr. Moreno.
- 4. Brian Scott Nicholson, who is listed as President of King Blaise Cooperative on the application, admitted he had taken over full responsibility of California Alternative Medicinal Solutions in Yucca Valley from the previous owner. Mr. Moreno admitted that he and Mr. Nicholson failed to follow the process for changing ownership of the business in Yucca Valley because they feared they would not be allowed to reopen. The Police Department determined Mr. Nicholson also engaged in unlawful, fraudulent and deceptive business acts.
- 5. Mr. Nicholson failed to provide background investigators the information regarding the business license for California Alternative Medicinal Solutions, but presented the ownership change from the previous owner as compliant with the law. Mr. Nicholson told background investigators he did not have to undergo a background investigation in Yucca Valley and showed newspaper clippings where he was identified as the Director of California Alternative Medicinal Solutions. The Police Department determined Mr. Nicholson's failure to volunteer this information was not only an admission, but was done to mislead the background investigators.

On the basis of these determinations and findings, the Community Development Director recommends that King Blaise Cooperative's application be denied. The City Attorney's office supports that recommendation.

Attorney Michele McKee, who represents the #8 applicant, Green Cross Co-op/PSGC, Inc., has submitted an email opposing the application on the ground that the applicant does not have an actual signed lease, aithough the applicant does have written permission from the property owner to operate a dispensary on the property. A copy of that email is attached. While Cathedral City Municipal Code Section 9.108.080(A)(7) does require a notarized acknowledgment from the property owner that a medical marijuana dispensary will be operated on the property, a signed lease is not required. Therefore, the City Attorney's office recommends that this objection not be used as a ground to deny the application or deem it incomplete.

In the event the Planning Commission disagrees with this recommendation of denial and believes the application should be granted, the hearing must be continued to a later date. The Superior Court has issued a restraining order prohibiting the City from granting any further applications until at least June 10, 2015. However, the City is not prohibited from <u>denying</u> any applications—so following staff's recommendation will not result in a violation of the Court order.

#### **RECOMMENDED ACTION:**

That the Planning Commission adopt the findings above and the recommendation of the Community Development Director and deny the Application for the Medical Marijuana Dispensary Conditional Use Permit (CUP) for King Blaise Cooperative (68860 Ramon Road) for violating Cathedral City Municipal Code section 9.108.100.

## Attachment:

CUP Application
Email from Michele McKee

P:\APPS\WPDATA\CATH\0001-20-6 King Blaise Cooperative\DOC\083 - PC Agenda Report (05.07.15).doc



## COMMUNITY DEVELOPMENT DEPARTMENT

(760) 770-0340

Fax - (760) 202-1460 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234-7031

(Staff Use Only)

Case No.:

New Permit Renewal

## DISPENSARY CONDITIONAL USE PERMIT

GENERAL INFORMATION
Rusiness Name (or proposed fictitious business name)  47-1081/78  Tax Identification Number
Street Address of Proposed Dispensary Location  Telephone Number (If available)
Legal Description of Property
* Please note, dispensaries are prohibited within 600 feet from any school, playground or park, child care or day care facility, or youth center; 1000 feet from any other dispensary; and, at least 250 feet from East Palm Canyon Drive or a residential zone as defined by the City's Zoning Ordinance.
If Dispensary is located within a multi-tenant building, please list other businesses:
Precision Dentistry Dental Africe
Name and Type of Business
CHECK TYPE OF OWNERSHIP:
□ Sole Proprietorship □ Corporation □ Other □
☐ General Partnership
APPLICANT INFORMATION
Brian Scott Nicholson 760 (do - 7430)
Name of Individual Completing the Application  Telephone Number
4886 India air Yraqualley Ca 92284 Mailing Address
PROPERTY OWNER
Name 760 324-1618 Telephone Number
68660 Ramon Rd Cathedral City Ca. 92234 Mailing Address

SOLE PROPRIETORSHIP	
Allas, if any	Telephone Number
Social Security Number	Driver's License Number
PARTNERSHIP	
Alias, if any	Date of Birth
Allas, if any	Date of Birth
Alias, if any	Date of Birth
Alias, if any	Date of Birth
CORPORATION	
operative	<del></del>
or Director:	
CHICEC	
OFFICER	
i	
	Alias, if any Alias, if any Alias, if any CORPORATION OPERATION OPERATION OPERATION OPERATION OPERATION

## EMPLOYEES, INDEPENDENT CONTRACTORS AND VOLUNTEERS

Provide on a separate sheet of paper the name and address of any person who is managing or responsible for the Dispensary's activities, the names and addresses of any employees, independent contractors or volunteers, if any, and a statement as to whether such person or persons has or have been convicted of a crime(s), the nature of such offense(s), and the sentence(s) received for such conviction(s).

Business Name/Location	Date
suspension or revocation) YES 🗖 NO 🖫	
suspended or revoked? (If yes, list the name and location of the subject dispensary bus	liness and the date of denial
or general partner) in a dispensary business for which a Cathedral City Dispensary Condit	
las the applicant or any other individuals identified in the application had an interest (as di	
Business Name/Location	Date
revocation) YES INO IT	
or revoked? (If yes, list the name and location of the subject Dispensary and the di	ate of denial, suspension of
not also listed as a director or officer, ever had a Cathedral City Dispensary Conditional U	-
las the applicant or any other individuals identified in the application, excluding any agent	for service of process who is
Name, Address, Telephone	
Name, Address, Telephone	
Name Address Talantan	
Name, Address, Telephone	
Name, Address, Telephone	
	• · · · · ·
f yes, please provide the contact information of the person(s) who will be cultivating the man	riiuana:
Will marijuana be cultivated on site?YesNo	
Conly to hospice Patients or Ftney physical	
Chlyto hospice Patients as Fthey shows to	alb
f yes, please describe the extent of the delivery service:	
Will delivery service be provided? No	
Number of Qualified Patients 2000	
Number of Primary Caregivers 250	

The undersigned declares under penalty of perjury, under the law of the State of California, that information set forth in this application and in its attachments is true and correct, with full knowledge that made in this application are subject to investigation and that any false or dishonest answer to any que grounds for denial of the application or subsequent revocation of the permit.    Gati-14	all statements estion may be
information set forth in this application and in its attachments is true and correct, with full knowledge that made in this application are subject to investigation and that any false or dishonest answer to any que grounds for denial of the application or subsequent revocation of the permit.    Q15-14     Date	all statements estion may be
Signature  The undersigned authorizes the Community Development Director of the City of Cathedral City to seek the information contained within this application and authorization for the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.	verification of nee to conduct
The undersigned authorizes the Community Development Director of the City of Cathedral City to seek the information contained within this application and authorization for the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.    Community Development Director of the City of Police or his/her design background checks as set/forth in Section 9.108.090.   Community Development Director of the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.   Community Development Director of the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.   Community Date	verification of nee to conduct
The undersigned authorizes the Community Development Director of the City of Cathedral City to seek the information contained within this application and authorization for the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.    Graph	verification of tee to conduct
the information contained within this application and authorization for the Chief of Police or his/her design background checks as set/forth in Section 9.108.090.    General Signature	verification of nee to conduct
Signature  Date  The undersigned received, read, reviewed, and understand all of the requirements of the City of regarding the operation and management of medical marijuana dispensaries in the City, and it is unlawful a public nuisance subject to the provisions of Chapter 13.90 of the Cathedral City Municipal Code maintain, or operate a Medical Marijuana Dispensary within the City without complying with the provisions received a Conditional Use Permit as required under Chapter 9.108 and 9.72 of the Municipal Code.  Signature  Date	<del></del>
Signature  Date  The undersigned received, read, reviewed, and understand all of the requirements of the City of regarding the operation and management of medical marijuana dispensaries in the City, and it is unlawful a public nuisance subject to the provisions of Chapter 13.90 of the Cathedral City Municipal Code maintain, or operate a Medical Marijuana Dispensary within the City without complying with the provisions received a Conditional Use Permit as required under Chapter 9.108 and 9.72 of the Municipal Code.  Date	<del></del>
The undersigned received, read, reviewed, and understand all of the requirements of the City of regarding the operation and management of medical marijuana dispensaries in the City, and it is unlawful a public nuisance subject to the provisions of Chapter 13.90 of the Cathedral City Municipal Code maintain, or operate a Medical Marijuana Dispensary within the City without complying with the provisions received a Conditional Use Permit as required under Chapter 9.108 and 9.72 of the Municipal Code.  9-15-14- Date	<del></del>
regarding the operation and management of medical marijuana dispensaries in the City, and it is unlawful a public nuisance subject to the provisions of Chapter 13.90 of the Cathedral City Municipal Code maintain, or operate a Medical Marijuana Dispensary within the City without complying with the provisions received a Conditional Use Permit as required under Chapter 9.108 and 9.72 of the Municipal Code.	
Signature Date	
	_
DETERMINATION OF APPLICATION (staff use only)  Action Taken:   APPROVED  DENIED  Planning Commission Approval Date:	
Grounds for Denial:	
Approved/Denied By: Date:	······································
Date/Time Received: Received By: Amount Received: Re	

## **Nicholas Hermsen**

From:

Michele McKee <mmckee@okanemckee.com>

Sent:

Tuesday, April 07, 2015 3:43 PM

To:

Nicholas Hermsen

Cc:

Laura O'Kane; Robert Timm; Gustaf Vonsheilds

Subject:

RE: CATH: Application #7 and #6 - Issue with location/lease

Attachments:

No. 7 Applicant - Ltr from Elraheb LLC re Acknowledgment of Proposed use - ONLY.pdf;

No. 6 Applicant - Ltr from Elraheb LLC re Acknowledgment of Proposed use and

Competing Bid.pdf

Hi Nick,

As if there aren't already enough ambiguities.... Although I have not reviewed each page of these applications yet; I have already found an interesting anomaly due to the fact that both of these applicants have submitted their CUP for the exact same location. It is a follows:

The No. 6 applicant included another letter agreement as the third page to the Landlord's acknowledgment of the proposed use as a MM dispensary (See attached). This additional agreement states, in part, that:

"In the unlikely event that more than one of the prospective tenants are issued a conditional use permit for the operation of a MMD within the city of Cathedral City, it is obvious that Elraheb LLC cannot lease one property

to multiple parties. Should more than one prospective tenant obtain a CUP, future negotiations with these

individuals will be based on competing bids. Nothing in the notarized Acknowledgement Of Use executed

concurrently herewith has created a contractual relationship between Elraheb LLC, and any of the respective

cooperatives nor was that the intent of Elraheb LLC."

Of course, the No. 7 applicant apparently DID NOT include a similarly signed agreement in their application (see attached), which does not mean that one does not exist. If they signed one, then I do not think they can sue based on the due process argument because they knew about the violation ahead of time. The above language seems to indicate that the landlord intends this to be applicable to all "of the respective cooperatives" and the Acknowledgement letters from Elraheb LLC that were provided to the City by No 6 and No 7 are dated the same date (September 9) and signed on the same date (September 12), both of which are at least circumstantial evidence that the No. 7 Applicant probably signed the same third page letter/agreement.

So... just a few other questions... Based on the above, I am now confused as to whether or not No. 6 or No. 7 has an actual location? Have they each been negotiating with the landlord to finalize a lease? What if No. 7 "wins" the negotiations instead of No. 6? Does it matter that they both submitted their applications without having an exclusive and/or binding contract for the proposed space? Can they even be considered/approved by Planning if they do not have their signed lease?

So, how is your day going? @

Michele L. McKee, Esq.

O'KANE & MCKEE, L.L.P.

Email: mmckee@okanemckee.com

Website: www.okanemckee.com

PALM SPRINGS OFFICE:	SAN FRANCISCO OFFICE:
140 N. Luring Drive, Suite E	315 Montgomery St., Suite 804
Palm Springs, CA 92262	San Francisco, CA 94104
Main: (760) 904-4152	Main: (415) 398-9044
Fax: (760) 652-4800	Fax: (415) 236-6144
Direct: (760) 904-0565	Cell: (415) 515-7150

Disclaimer Required by IRS Rules of Practice: Any discussion of tax matters contained herein is not intended or written to be used, and cannot be used, for the purpose of avoiding any penalties that may be imposed under Federal tax laws.

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From: Nicholas Hermsen [mailto:nhermsen@gdblawoffices.com]

Sent: Tuesday, April 7, 2015 3:06 PM

To: Michele McKee

Cc: Laura O'Kane; Robert Timm; Gustaf Vonsheilds

Subject: FW: CATH: Application #7 Part 1

Here is the other portion of the documents you requested.

From: Nicholas Hermsen

Sent: Monday, January 05, 2015 11:45 AM

To: Steve Simas

Cc: 'Colleen Moore'; Justin Hein; Julianne Allen; Tracey Martinez

Subject: CATH: Application #7 Part 1

## PLEASE NOTE:

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE PERSON OR ENTITY TO WHICH IT IS ADDRESSED. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF YOU RECEIVE THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY.

## CONFIDENTIAL COMMUNICATION

Exempt from Public Disclosure

Government Code Section 6254, subd. (k)

Mr. Simas,

Attached is the first of two emails which together include the entire application for #7—The Herbal Pharmacy.

Regards,

## Nick Hermsen

Nicholas E. Hermsen, Deputy City Attorney City of Cathedral City Green de Bortnowsky, LLP 41750 Rancho Las Palmas Drive, Suite P-1 Rancho Mirage, CA 92270 Tel. 760/770-0873 Fax 760/770-1724

E-mail: nhermsen@gdblawoffices.com

Website: www.gdqlaw.com File No. 0001



## PLANNING COMMISSION AGENDA

CITY HALL
CITY COUNCIL CHAMBER
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234

**DATE:** JUNE 3, 2015

TIME: 6:00 P.M.

## PLANNING COMMISSIONERS

**TODD HOOKS, CHAIR** 

JOHN RIVERA, VICE-CHAIR

J. WILLIAM BAKER, COMMISSIONER
SERGIO ESPERICUETA, COMMISSIONER

JOHN HOLT, COMMISSIONER RANDY PURNEL, COMMISSIONER ANNA RODRIGUEZ, COMMISSIONER

- A. CALL TO ORDER
- B. ROLL CALL
- C. FLAG SALUTE
- D. CONFIRMATION OF AGENDA
- E. APPROVAL OF MINUTES JANUARY 7, 2015; FEBRUARY 18, 2015; MARCH 4, 2015
- F. PUBLIC COMMENTS

The public is invited to address the Planning Commission on any matter not on the Agenda. If you wish to speak on an Agenda Item, please wait to be recognized under that item. EXCEPT FOR SPECIAL CIRCUMSTANCES, THE BROWN ACT PROHIBITS THE PLANNING COMMISSION OR STAFF FROM RESPONDING OR TAKING ACTION ON ANY COMMENTS MADE BY THE PUBLIC UNLESS IT PERTAINS TO AN ITEM THAT APPEARS ON THE AGENDA. All speakers should give their name and city of residence. Please limit your remarks to three minutes.

#### G. PUBLIC HEARING ITEMS

## <u> Item #1</u>

CASE No: Application for Dispensary Conditional Use Permit

STAFF: Nicholas Hermsen, Deputy City Attorney

Robert Rodriguez, Development Services Manager

APPLICANT: King Blaise Cooperative/Brian Scott Nicholson

LOCATION: 68860 Ramon Road (Assessor's Parcel No. 678-322-019)

REQUEST: Application for a Conditional Use Permit for operation of a medical

marijuana dispensary.

**RECOMMENDATION:** Denial

#### H. NON-PUBLIC HEARING ITEMS

## **OLD BUSINESS**

## Item #1

REQUEST: Consideration of an Exemption from the California Environmental Quality

Act (CEQA) pursuant to Section 15061(b)(3), General Rule.

To recommend that the City Council approve an amendment to the 2015

City Speed Limits Ordinance.

**RECOMMENDATION: Approval** 

#### I. CITY ATTORNEY REPORT

#### J. CITY PLANNER REPORT

## **K. ADJOURNMENT**

The meeting was adjourned at \_\_\_\_\_ p.m.

The next regularly-scheduled meeting of the Planning Commission is scheduled for **June 17, 2015, at 6:00 p.m.** Both meetings will be held in the City Council Chamber, 68-700 Avenida Lalo Guerrero.

## **NOTE TO THE PUBLIC**



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Community Development Department at (760) 770-0340. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.104 ADA TITLE II]

# RECEIVED

## CITY OF CATHEDRAL CITY

JUN 1 0 2015 (must use block ink and ministrative citation

(must use black ink and print legibly)

CITY CLERK DEPET DMINISTRATIVE CITATION WILL NOT BE ENFORCED WHILE A PROPERLY FILED APPEAL IS PENDING

	me and Address of Person(s) ng Appeal ("Appellant(s)")	For City Clerk's Use Only:
1.	Brign Scott Nicholson	
	4886 Indiawe	DATE FILED: <u>0.10.10.2015</u>
	yucca Valley Ca. 92284	WAS APPEAL FILED TIMELY? X YES ONO
2.		DATE APPEALS FEE PAID: <u>DU-10-2015</u>
		DATE OF APPEALS HEARING: TBD
Date	e of Issuance of Administrative Citation:	Administrative Citation Number:
Nam	ne of Issuing Officer:	
India	ate whether your appeal contests (check all tha	t apply):
	he existence of the violation cited.	you are the party responsible for committing the violation.
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supp	ide a brief statement of the specific items protest ort your protest:	ed by you and provide any material facts which you believ
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## **Agenda Report**

File #: 2015-234 Item No: 5.A.

**City Council** 

**MEETING DATE: 7/22/2015** 

#### TITLE:

Introduction and First Reading of an Ordinance Amending the Contract with the California Public Employees' Retirement System.

#### FROM:

Tami E. Scott, Administrative Services Director

## RECOMMENDATION:

Staff recommends the City Council approve the First Reading of the Ordinance amending the Contract between the City Council of the City of Cathedral City and the Board of Administration of the California Public Employees' Retirement System.

#### **BACKGROUND:**

The proposed Ordinance under consideration would amend the City's contract with CalPERS to provide a cost sharing arrangement for designated employees. The amendment allows for increasing the member/employee contribution of all Classic Safety and Miscellaneous employees in the Cathedral City Fire Management Association (CCFMA). The increased Member contribution will provide for restoration of the Employer Paid Member Contribution (EPMC) at no cost to the City. This Resolution of Intention represents the next step required by CalPERS to implement a cost sharing arrangement to accomplish this purpose.

## **DISCUSSION:**

For over 20 years, a benefit provided to certain employee groups was that of the City paying the employee's (Member) CalPERS contribution and reporting such contribution as earnings. During the time of fiscal emergency, the employees gave up this benefit and contributed their own member contribution. Successor negotiations with Police Management in late 2014 resulted in the City investigating with CalPERS the possibility of restoring this benefit on a pre-tax cost basis to the employee, with no cost to the City.

The attached Ordinance represents the next step required to implement a cost sharing arrangement that will provide for restoration of the EPMC for Fire Management employees at no near term cost to the City. Specifically, CalPERS "Classic" Safety members of CCFMA will increase their member

File #: 2015-234 Item No: 5.A.

contribution in order to restore a 7% EPMC.

Upon Council's approval of the attached Ordinance, a second reading will be presented to Council on August 12, 2015 as the last step in amending the City's contract with CalPERS. The resulting amendment becomes effective September 13, 2015.

## **FISCAL IMPACT:**

Although the members of each group are paying the City's cost and a premium, essentially reducing today's CalPERS cost to the City, the future rates imposed on the City by CalPERS can vary due to CalPERS investing strategies and resulting asset valuations. The employees are covering 100% of today's costs while mitigating the impact of potential future costs to the City.

## **ATTACHMENTS:**

Ordinance to Amend Contract

ORDINANCE NO.	
---------------	--

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

## Section 1.

That an amendment to the contract between the City Council of the City of Cathedral City and the Board of Administration of the California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and be such reference made a part hereof as though herein set out in full.

## Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of Agency.

## Section 3.

This Ordinance shall take effect 30 days after the date of adoption, and prior to the expiration of 60 days from the passage thereof shall be published at least once in The Desert Sun, a newspaper of general circulation, published and circulated in the City of Cathedral City and thenceforth and thereafter the same shall be in full force and effect.

Adopted and approved the	day of August, 2015.
	Mayor
Attest:	
City Clerk	



## **EXHIBIT**

# California Public Employees' Retirement System

# AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Cathedral City

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 10, 1982, and witnessed September 1, 1982, and as amended effective March 10, 1985, April 6, 1986, May 15, 2000, December 1, 2000, April 22, 2006, August 9, 2007, June 29, 2008, November 25, 2012 and July 5, 2015 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective July 5, 2015, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
  - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to November 25, 2012, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after November 25, 2012 and age 55 for local safety members

- Public Agency shall participate in the Public Employees' Retirement System from and after October 10, 1982 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
- 3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
  - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
  - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
  - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
- 4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Local Fire Fighters (herein referred to as local safety members);
  - b. Local Police Officers (herein referred to as local safety members);
  - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

## NO ADDITIONAL EXCLUSIONS

- 6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member entering membership in the miscellaneous classification on or prior to November 25, 2012 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
- 7. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after November 25, 2012 shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
- 8. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member and for those local fire members entering membership in the fire classification on or prior to November 25, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
- 9. The percentage of final compensation to be provided for each year of credited current service as a local fire member entering membership for the first time in the fire classification after November 25, 2012 shall be determined in accordance with Section 21369 of said Retirement Law (2% at age 55 Full).
- 10. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date) for local safety members only.
  - b. Section 20042 (One-Year Final Compensation) for local police members and for those local miscellaneous members and local fire members entering membership on or prior to November 25, 2012.
  - c. Section 21024 (Military Service Credit as Public Service).
  - d. Section 21574 (Fourth Level of 1959 Survivor Benefits).
  - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.

f. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after November 25, 2012.

Section 21369 (2% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local fire members entering membership for the first time in the fire classification after November 25, 2012.

g. Section 20516 (Employees Sharing Additional Cost):

From and after July 5, 2015, 12% for classic local police members in the Cathedral City Police Management Association and 12% for classic local safety members in the Non Represented Executive Administrative Professional Confidential Group.

From and after July 5, 2015, 9% for classic local miscellaneous members in the Cathedral City Police Management Association and the Non Represented Executive Administrative Professional Confidential Group.

From and after the effective date of this amendment to contract, 12% for classic local fire members in the Cathedral City Fire Management Association.

- 11. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
- 12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 13. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _	day of,
BOARD OF ADMINISTRATION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CITY COUNCIL CITY OF CATHEDRAL CITY
BY MICHOLOGICA	BY "FYIND
RENEE OSTRANDER, CHIEF EMPLOYER ACCOUNT MANAGEMENT DIVISION PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PRESIDING OFFICER
TOBLIO EN COTELO RETINEMENT STOTEM	- 2/0
	Witness Date
	Attest:
	Clerk



## **Agenda Report**

File #: 2015-255 Item No: 5.B.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

Designation of Ex-Officio Members of the Cathedral Center and Chamber of Commerce Boards

FROM:

Charlie McClendon, City Manager

## **RECOMMENDATION:**

Staff recommends that City Council designate one Councilmember to serve as Ex-Officio member of the Cathedral Center Board and one Councilmember to serve as Ex-Officio member of the Cathedral City Chamber of Commerce Board.

## **BACKGROUND:**

On June 22, 2015 Council approved agreements with both the Cathedral Center and the Cathedral City Chamber of Commerce. Both agreements included provisions that the Council appoint one its members to serve as an Ex-Officio member of the organization's Board.

## **DISCUSSION:**

Council will discuss the Ex-Officio Board positions and designate a Councilmember to serve in that role on each of the Boards. The term of the appointment will be for the one-year term of the agreements covering the period from July 1, 2015 through June 30, 2016.

## **FISCAL IMPACT:**

There is no cost to making the Ex-Officio appointments.

## **ATTACHMENTS:**

None



## **Agenda Report**

File #: 2015-269 Item No: 5.C.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

Approve an ADFAP & SHARP Assistance Program

FROM:

Tami E. Scott, Administrative Services Director

#### RECOMMENDATION:

Staff recommends the City Council approve funding in the amount of \$75,000 for the reimplementation of two programs- the Assessment District Financial Assistance Program (ADFAP) and Sewer Hook-up Assistance Residential Program (SHARP) for a period of one year, ending June 30, 2016 on a first come first serve basis.

#### **BACKGROUND:**

Both ADFAP and SHARP programs provided assistance in the form of a deferred zero-interest loan, to low and moderate income homeowners who are subject to sewer assessments.

During the initial assessment formation meetings, residents were informed of the availability of both ADFAP and SHARP programs through the Redevelopment Agency Housing Fund. No expectation of funds being available indefinitely was conveyed.

Under State Law, residents in the Cove were required to be connected to the sewer by January 1, 2012. Under the City's Municipal Code, residents in the remainder of the City that are subject to sewer assessments are also required to connect by January 1, 2012 if sewer is available within 200 feet of the residence.

## DISCUSSION:

Both Programs commenced in FY 2005/2006. Only pre-2006 home owners were eligible (post January 1, 2006 homeowners would have been aware their property was located in an assessment district and of the requirement that the property be connected to sewer). Assistance was provided on a first-come, first-served basis until funds were exhausted. Participants were required to execute a note and deed of trust, which is recorded against their property to ensure recovery of assistance when the property is sold or refinanced. Assistance was only provided to homeowners who were

File #: 2015-269 Item No: 5.C.

current on their existing mortgages, had no outstanding late charges and were current on their property taxes or on a property tax payment plan.

Since RDA Dissolution, 02/01/2012, there are no available funds to offer these same programs. CDBG funds are currently committed; however, in 2012 City Council approved the allocation of approximately \$224,292 for a revolving loan program specifically for SHARP. The loan program carried a 1% interest rate and the payback period was 3-7 years depending on Income Level qualifications. Significant outreach was done to the community resulting in 10 loans. Generally, there was not a desire by the public to pay back interest or have monthly loan payments for this purpose. Due to lack of interest in the program, the funds were subsequently reallocated to CDGB qualified programs presented annually to the City Council for approval.

The current issue at hand is there are a number of residents requesting assistance from the City for ongoing Assessment District obligations as well as assistance with hooking up to the sewer as required under the City's Municipal Code.

During the June 22, 2015 Council meeting, Council considered a number of options and directed staff to bring back for consideration the ADFAP and SHARP program for a period of one year along with looking to provide an educational forum on reverse mortgages. It is anticipated that the one year period would commence for the FYE 15/16 property tax year. Effective July 1, 2016, the State, via AB2331, reinstates the Senior Citizen and Disable Citizens Property Tax Postponement Program, which will then assist residents in postponing their ad valorem property tax obligation under certain conditions thus freeing up resources to pay the special assessment.

## Program Guidelines-

- -Assistance in the form of a deferred zero-interest loan, to low and moderate income homeowners who are subject to sewer assessments.
- -Only pre-2006 home owners eligible.
- -Assistance provided on a first-come, first-served basis until funds are exhausted.
- -Participants are required to execute a note and deed of trust, which is recorded against their property to ensure recovery of assistance when the property is sold.
- -Assistance only provided to homeowners who are current on their existing mortgages, have no outstanding late charges and are current on their property taxes or property tax payment plan.
- -Assistance provided based on the following scale:

Income Category Agency Assistance
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File #: 2015-269 Item No: 5.C.

Very Low of AMI (50% and below)	100% of Costs
Low of AMI (51% to 80%)	65% of Costs
Moderate of AMI (over 80%)	20% of Costs
AMI= Area Median Income	

- -- Must be hooked up to the sewer to qualify for ADFAP assistance.
- -If not hooked up to sewer, will be required to participate in SHARP.
- -May not exceed lifetime cap of \$20,000 for Cove, \$15,000 for Panorama & 35th Avenue and \$10,000 for Dream Homes.

## **FISCAL IMPACT:**

\$75,000 for FY 2015/2016 not currently budgeted. Funds would come from the Housing Fund for qualified applicants below 80%AMI. For those applicants above 80% AMI SB341 prohibits the use of Housing Funds therefore the General Fund will be required to fund such assistance.

## **ATTACHMENTS:**

None



## **Agenda Report**

File #: 2015-280 Item No: 5.D.

City Council

**MEETING DATE: 7/22/2015** 

#### TITLE:

Ordinance prohibiting the establishment, installation, placement, construction and/or expansion of attended and unattended collection bins.

#### FROM:

Charles Green, City Attorney Katie Podein, Deputy City Attorney

## RECOMMENDATION:

Staff recommends the City Council receive and consider this report and adopt the attached Ordinance prohibiting the establishment, installation, placement, construction and/or expansion of attended and unattended collection donation bins ("CDBs"), or taking whatever other action the City Council deems appropriate.

## **BACKGROUND:**

In recent years, the City has seen a proliferation and concentration of CDBs. CDBs are defined as portable, attended or unattended bins or storage pods or containers for the reverse vending of salvageable personal property including, but not limited to, furniture, household items, appliances, clothing, books and other such related items, installed on both private and public property. CDBs are usually placed on private property, but also are known to be placed at schools, grocery stores, gas stations, in parking lots and near businesses.

On May 13, 2015, the City Council adopted an Urgency Interim Ordinance imposing a temporary 45-day moratorium ("Moratorium") on the establishment, installation, placement, construction, and/or expansion (collectively called "Installation") of attended and unattended CDBs. The City Council imposed the Moratorium after finding that there was a current and immediate threat to public health, safety and welfare resulting from the approval of CDBs, and that such further approvals and introduction of CDBs into the community would continue the threaten to public health, safety and welfare.

During the Moratorium, City Staff concluded that the establishment of CDBs has led to visual blight, they jeopardize residents' quiet enjoyment of their homes and property, and they have the likely

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potential to devalue residents' homes and property. CDBs have become and are likely to continue to become a public nuisance since they can become a target for scavenging, graffiti and illegal dumping if they are unattended or, if they are attended by personnel, during off hours and/or weekends. CDBs have been and are likely to continue to be placed in inappropriate or illegal locations such as code-required parking spaces, code-required setbacks, or City rights-of-ways. Additionally, CDBs placed in parking lots can restrict sight-lines and affect vehicle circulation and safety, including pedestrian safety.

The Cathedral City Municipal Code's stated policies and objectives for future land use and development in the City are "to protect the public health, safety and general welfare of the residents and to provide economic and social benefits from an orderly planned use of land resources." (CCMC Section 9.02.010.) As a result of the findings on the Installation of CDBs mentioned above, City Staff has concluded that CDBs are incompatible with the policies and objectives of the City, have negative effects on the community and pose a threat to the public health, safety and welfare.

#### **DISCUSSION:**

If the City Council adopts the Ordinance, the Installation of attended and unattended CDBs would be strictly prohibited in all zone classifications. No permit or any other applicable license or entitlement for use, including, but not limited to, the issuance of a business license, would be approved or issued for the establishment or operation of attended or unattended collection donation bins within city limits. The Ordinance would apply to all zoning district and public rights-of-way within the City.

CDBs currently and lawfully operating in the City prior to the enactment of the Ordinance shall be allowed to continue so long as they remain in compliance with all applicable City, State and Federal laws. Additionally, there are a sufficient number of local thrift and consignment stores in the City to handle donations from residents and businesses without the need for the continued installation of CDBs.

For purposes of the Ordinance, the term "collection donation bins" means any attended or unattended container, bin, storage pod, box, bag, or similar receptacle that is located on any lot, public or private, within the City that is used for soliciting and collecting of or reverse vending of donation collections of any kind, including but not limited to furniture, household items, appliances, books, clothing, shoes, or other salvageable personal property.

In regards to the California Environmental Quality Act (CEQA), there is no possibility that the adoption of this Ordinance may have a significant adverse effect on the environment [14 CCR 15061 (b)(3)] because this Ordinance will reduce the possibility of such effects by limiting the range and intensity of new uses possible in the areas it covers and restricting new uses to those of a type which are more compatible with the established character of those areas.

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## **FISCAL IMPACT:**

Adoption of this Ordinance is not anticipated to have any significant fiscal impact on the City

### **ATTACHMENTS:**

Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY ADDING CHAPTER 9.112 "PROHIBITION OF THE INSTALLATION OF ATTENDED AND UNATTENDED COLLECTION DONATION BINS" TO TITLE 9 OF THE CATHEDRAL CITY MUNICIPAL CODE.

WHEREAS, on May 13, 2015 the City Council of the City of Cathedral City (the "City") imposed a temporary 45-day moratorium ("Moratorium") to prohibit the establishment, installation, placement, construction, and/or expansion (collectively called "installation") of attended and unattended collection donation bins ("CDBs") after finding that the negative effects of the installation of CDBs pose a current and immediate threat to the public health, safety and welfare of the community; and

**WHEREAS**, the Moratorium allowed the City to study of the effects of CDBs and review the regulatory mechanisms available to regulate CDBs, including changes to the Municipal Code, to protect the public health, safety, and/or welfare from the negative effects of CDBs; and

**WHEREAS**, CDBs are proliferating in the City and this trend is anticipated to continue if restriction of CDBs in the City is not taken; and

**WHEREAS**, the installation of new CDBs is incompatible with the established uses due to the visual blight that jeopardizes residents' quiet enjoyment of their homes and property and also the potential CDBs have to devalue their homes and property; and

**WHEREAS**, the aforementioned disturbances are likely to have a negative effect on the peaceful atmosphere that characterizes the City; and

**WHEREAS**, CDBs are likely to continue to become a public nuisance if they remain unrestricted in the City since they have become a target for scavenging, graffiti and illegal dumping if they are unattended, or during off hours and/or weekends if they are attended; and

**WHEREAS**, CDBs have been and are likely to continue to be placed in inappropriate or illegal locations, such as code-required parking spaces, code-required setbacks, or City rights-of-ways, thus restricting sight-lines and affect vehicle circulation and safety, including pedestrian safety; and

**WHEREAS,** Title 9 of the Cathedral City Municipal Code currently does not regulate the installation of CDBs; and

**WHEREAS**, as a result of the aforementioned findings and to prevent the negative effects of CDBs from continuing in the City, the City Council desires to prohibit the installation of CDBs in order to afford more protection to the City and its residents by preventing further blight, public nuisance and threats to the public safety, health and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY DOES ORDAIN AS FOLLOWS:

<u>SECTION 1.</u> ADDITION OF CHAPTER 9.112 "PROHIBITION OF ATTENDED AND UNATTENDED COLLECTION DONATION BINS" TO THE CATHEDRAL CITY MUNICIPAL CODE.

A new Chapter 9.112 "Prohibition of Attended and Unattended Collection Donation Bins" shall be added to Title 9 of the Cathedral City Municipal Code to read as follows:

# <u>Chapter 9.112 Prohibition of Attended and Unattended Collection Donation</u> <u>Bins</u>

#### 9.112.010. Collection donation bins defined

As used in this chapter, "collection donation bins" shall mean any attended or unattended container, bin, storage pod, box, bag, or similar receptacle that is located on any lot, public or private, within the City that is used for soliciting and collecting of or reverse vending of donation collections of any kind, including but not limited to furniture, household items, appliances, books, clothing, shoes, or other salvageable personal property.

#### 9.112.020. Collection donation bins prohibited

The installation, establishment and/or operation of attended and unattended collection donation bins shall be strictly prohibited in all zone classifications. No permit or any other applicable license or entitlement for use, including, but not limited to, the issuance of a business license, shall be approved or issued for the establishment or operation of attended or unattended collection donation bins within city limits.

#### **SECTION 2. SEVERABILITY**

The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the

remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

#### <u>SECTION 3.</u> REPEAL OF CONFLICTING PROVISIONS

All the provisions of the Cathedral City Municipal Code adopted by the City of Cathedral City that are in conflict with the provisions of this ordinance are hereby repealed.

#### **SECTION 4. AMENDING OF BAIL SCHEDULE**

The City Attorney's Office is hereby directed to determine whether this ordinance necessitates amendment of the City's Bail Schedule and to cause such necessary amendments to be made and filed with the local branches of the Superior Court of the County of Riverside.

#### **SECTION5. EFFECTIVE DATE**

This Ordinance shall take effect thirty (30) days after its adoption by the City Council of the City of Cathedral City.

#### **SECTION 6.** CITY ATTORNEY REVIEW

The City Attorney prepared and framed this ordinance pursuant to Section 1.04.010 of the Municipal Code and finds that the City Council has the authority to adopt this ordinance, that the ordinance is constitutionally valid and that the ordinance is consistent with the general powers and purposes of the City as set forth in Section 1.04.031 of the Municipal Code.

#### **SECTION7. EXECUTION AND CERTIFICATION**

The City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

0 0	Ordinance was approved and adopted at a meeting of the C, 2015 by the following vote:	City
Ayes:		
Noes:		
Abstain:		
Absent:		

	Stan Henry, Mayor
ATTEST:	APPROVED AS TO FORM:
Gary F. Howell, City Clerk	Charles P. Croon, City Attorney
Odry 1. Howell, Only Oleric	Charles R. Green, City Attorney
P:\APPS\WPDATA\CATH\0001\DOC\2957.4- Ordinance Prohibition of CDBs (7-9-15 KAP	

Revision).docx



### **Agenda Report**

File #: 2015-282 Item No: 5.E.

**City Council** 

**MEETING DATE: 7/22/2015** 

#### TITLE:

Written report required by Government Code Section 65858(D) in reference to Urgency Interim Ordinance No. 2015-162 imposing a moratorium on Collection Donation Bins

#### FROM:

Charles Green, City Attorney Katie Podein, Deputy City Attorney

#### RECOMMENDATION:

That the City Council receive and file this written report regarding the recently adopted moratorium on collection donation bins as required by Government Code Section 65858(d).

#### **BACKGROUND:**

In recent years, there has been a proliferation and concentration of collection donation bins ("CDBs") within the City. CDBs are defined as portable, attended or unattended bins or storage pods or containers for the reverse vending of salvageable personal property including, but not limited to, furniture, household items, appliances, clothing, books and other such related items, installed on both private and public property. CDBs are usually placed on private property, but also are known to be placed at schools, grocery stores, gas stations, in parking lots and near businesses.

On May 13, 2015, the City Council adopted an urgency interim ordinance ("Interim Ordinance") imposing a temporary 45-day moratorium ("Moratorium") on the establishment, installation, placement, construction, and/or expansion (collectively called "installation") of attended and unattended CDBs. The City Council imposed the Interim Ordinance after finding that there was a current and immediate threat to public health, safety and welfare resulting from the approval of business licenses, use permits, variances, building permits, or any other applicable land use or zoning entitlement or approval, for CDBs, and that such further approvals and introduction of CDBs into the community would continue the threat to public health, safety and welfare.

During the imposition of the Interim Ordinance, City Staff collected data and studied the effects that CDBs to ensure that they are compatible with existing and future uses in the community. City Staff also reviewed the regulatory mechanisms available to control CDBs, including changes to the

File #: 2015-282 Item No: 5.E.

Municipal Code, to protect from the negative effects of CDBs.

Government Code Section 65858(d) requires that the City Council issue a "written report describing the measures taken to alleviate the condition which led to the adoption" of any moratorium. It is recommended that the City Council adopt the following as its written report.

#### **DISCUSSION:**

#### THE WRITTEN REPORT:

The Moratorium was adopted because the City Council perceived a current and immediate threat to the public health, safety and welfare resulting from the approval of business licenses, use permits, variances, building permits, or any other applicable land use or zoning entitlement or approval, for CDBs. More specifically, the City Council found that the threat could occur if CDBs were not properly regulated or restricted at the City level.

City Staff has made the following findings, which are now adopted by the City Council:

- a.) CDBs are proliferating the City and this trend is anticipated to continue if regulation or restriction of CDBs in the City is not taken.
- b.) The installation of new CDBs is incompatible with the established uses due to visual blight that jeopardizes residents' quiet enjoyment of their homes and property, and also the potential CDBs have to devalue their homes and property. Additionally, such disturbance is likely to have a negative effect on the peaceful atmosphere that characterizes the City.
- c.) CDBs have become and are likely to continue to become a public nuisance since they can become a target for scavenging, graffiti and illegal dumping if they are unattended, or during off hours and/or weekends if they are attended.
- d.) CDBs have been and are likely to continue to be placed in inappropriate or illegal locations such as code-required parking spaces, code-required setbacks, or City rights-of-ways.
- e.) CDBs placed in parking lots can restrict sight-lines and affect vehicle circulation and safety, including pedestrian safety.

As a result of the aforementioned findings, the City Attorney and City Staff have diligently worked together to propose an ordinance that will minimize or eliminate the negative effects of CDBs described above. If the zoning and regulatory ordinances are adopted by the City Council, then the conditions which required the adoption of the Moratorium will have been adequately addressed and the Moratorium will be effectively superseded and no longer of any force or effect.

#### **FISCAL IMPACT:**

File #: 2015-282 Item No: 5.E.

None.

# ATTACHMENTS: None.



## **Agenda Report**

File #: 2015-286 Item No: 7.A.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.

**Property Location**: Approximately 15 acres generally north and west of East Palm Canyon Drive and Date Palm Drive.

**Negotiating Parties**: City Urban Revitalization Corporation (CURC) and Landmark Development Group, LLC.

**Property Owners**: City Urban Revitalization Corporation (CURC)

**Under Negotiations**: Property Negotiations

FROM:

Leisa Lukes, Economic Development Manager



## **Agenda Report**

File #: 2015-287 Item No: 7.B.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to

Government Code Section 54956.8.

Property Location: Parcels 1 and A of Parcel Map No. 31092

Negotiating Parties: City Urban Revitalization Corporation (CURC), City of Cathedral City and Tri-

Millennium Cathedral City, LLC.

Property Owners: City Urban Revitalization Corporation (CURC)

**Under Negotiations: Property Negotiations** 

FROM:

Leisa Lukes, Economic Development Manager



## **Agenda Report**

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - Existing Litigation Pursuant to

Government Code Section 54956.9(d)(1):

Name of Case and Number: City of Cathedral City v. Grasshopper et. al.

Riverside County Superior Court Case Number: INC 1206440

FROM:

Charles Green, City Attorney



## **Agenda Report**

File #: 2015-302 Item No: 7.D.

**City Council** 

**MEETING DATE: 7/22/2015** 

TITLE:

CITY COUNCIL - CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation, Pursuant to Government Code Section § 54956.9 subd. (b).

Potential Cases: one



## **Agenda Report**

File #: 2015-277 Item No: 7.E.

City Council

**MEETING DATE: 7/22/2015** 

TITLE:

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to

Government Code Section 54956.8.

Property Location: Approximately 7.5 acres generally east of Mission Drive APN 677-410-009;

30600 San Diego Drive APN 677-331-003 and 30638 San Diego Drive APN 677-332-003

Negotiating Parties: City of Cathedral City as Housing Successor and Southern California Housing

Development Corporation ("CORE")

Property Owners: City of Cathedral City as Housing Successor

**Under Negotiations**: Property Negotiations

FROM:

Tami Scott, Administrative Services Director



## **Agenda Report**

Housing Successor Agency

**MEETING DATE: 7/22/2015** 

TITLE:

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to

**Government Code Section 54956.8.** 

Property Location: 68699 "B" Street APN 687-214-002; 68697 "B" Street 687-214-009; & 68676 "E"

Street APN 687-232-006

**Negotiating Parties**: Housing Successor Agency & City Urban Revitalization Corporation **Property Owners**: Housing Successor Agency & City Urban Revitalization Corporation

**Under Negotiations**: Property Negotiations

FROM:

Tami Scott, Administrative Services Director