

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, August 10, 2016	REGULAR MEETING	6:30 PM

- CALL TO ORDER
- PLEDGE OF ALLEGIANCE
- INVOCATION (MOMENT OF REFLECTION)
- ROLL CALL

AGENDA FINALIZATION

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

• STATEMENT OF PARTICIPATION BY THE DEPUTY CITY CLERK

1. PUBLIC COMMENT

Public Comment is limited to 3 minutes per person.

2. 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.

2.A. <u>2016-307</u> 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 \$ 15,990,917 for the month of July, 2016.
- 2.B. <u>2016-310</u> City Council Minutes of June 20, 2016, June 29, 2016 and July 13, 2016

Recommendation: Approve the City Council Minutes of June 20, 2016, June 29, 2016 and

July 13, 2016.

- 2.C. <u>2016-258</u> 2016-2017 California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant
 - <u>Recommendation:</u> Staff recommends the City Council accept the California Office of Traffic Safety Selective Traffic Enforcement Program Grant in the amount of \$100,000.00.
- 2.D. <u>2016-289</u> Award a Contract to Westcon Construction Group, Inc. for the Construction of ADA Ramp Improvements along Vista Chino, 30th Avenue and McCallum Way in the amount of \$62,890 and related costs.
 - **Recommendation:** Staff recommends the City Council award a contract to Westcon Construction Group, Inc. of Indio, California in the amount of \$62,890 for the construction of ADA ramps along Vista Chino, 30th Avenue, McCallum Way; and approve a fifteen percent (15%) contingency in the amount of \$9,424, City Inspection costs of \$9,800, material inspection costs of \$3,000; and authorize the City Engineer to add additional ADA ramps to the contract in this and/or other qualified low-mod areas of the City, up to an amount not to exceed the total amended encumbrance of \$105,512 for this Project; and authorize the City Engineer to issue the Notice of Award and request bonds and insurance for the Project; and authorize the City Manager (or his designee) to execute the contract documents.

2.E. <u>2016-291</u> Payment to the Coachella Valley Conservation Commission (CVCC) for the Cathedral Canyon Drive Bridge Conservation Easement Endowment

Recommendation: Staff recommends the City Council approve a one-time payment of \$75,000 to the Coachella Valley Conservation Commission (CVCC) to Cathedral the Canvon Drive Bridge Conservation fund Easement Endowment and authorize the Citv Manager to execute the Conservation Easement Deed when received from the CVCC.

2.F. <u>2016-292</u> Contract award to Hardy & Harper, Inc. in the amount of \$939,000 for Construction of the Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements

Recommendation: Staff recommends the City Council award a contract to Hardy and \$939,000.00 for Inc. Harper. in the amount of the Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements; and approve an approximate 15% contingency (\$141,000); and approve City construction inspection at a cost of \$20,000 and materials testing services at a cost of \$15,000, thereby, making the total encumbrance \$1,115,000.00 for the project; and 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 with Hardy and Harper, Inc.

2.G. <u>2016-293</u> Permitting of Tobacco Retailers

<u>Recommendation:</u> Staff recommends the City Council provide second reading and approve an ordinance adopting the Riverside County regulations requiring the permitting of Tobacco retailers.

2.H. <u>2016-294</u> Amendment Four to AB 2766 Memorandum of Understanding (MOU) between CVAG and Member Jurisdictions regarding the Regional PM10 Street Sweeping Program

Recommendation: Staff recommends the City Council approve Amendment Four to AB 2766 Memorandum of Understanding (MOU) between the Coachella Valley Association of Governments (CVAG) and Member Jurisdictions to increase the contributions from the cities and the County from 60% to 75% to provide Sustainable Funding of the Regional PM10 Street Sweeping Program, through June 30, 2020 and authorize the City Manager to execute Amendment Four to the AB 2766 Memorandum of Understanding (MOU).

2.I. <u>2016-295</u> Agreement with the City of Palm Springs for the Construction and Maintenance of the Cathedral City Whitewater Bike Path.

<u>Recommendation:</u> Staff recommends the City Council approve an agreement with the City of Palm Springs for Construction and Maintenance of the Cathedral City Whitewater Bike Path Project; and authorize the City Manager to execute all necessary documents.

2.J. <u>2016-302</u> Approval of the Final Map of Parcel Map No. 36584 located at the Southwest Corner of San Luis Rey Drive and Mission Drive.

<u>Recommendation:</u> Staff recommends the City Council approve Parcel Map No. 36584 and authorize the City Clerk to sign Final Parcel Map.

2.K. <u>2016-303</u> Healing Field 2016

<u>Recommendation:</u> Staff recommends the City Council approve SUP #16-012 and authorize in-kind contributions of up to \$6,000 in services and a cash sponsorship of \$2,000.

2.L. <u>2016-305</u> CCHS Annual Homecoming Parade

<u>Recommendation:</u> Staff recommends the City Council approve SUP# 16-011.

3. PUBLIC HEARINGS

4. LEGISLATIVE ACTIONS

4.A. <u>2016-299</u> Submission to the Voters of a Question Proposing to Change from a General Law City to a Charter City

Recommendation: Staff recommends that the City Council approve a Resolution Calling and Giving Notice of the Submission to the Voters a Question proposing to change from a General Law City to a Charter City and associated City Charter.

5. COUNCIL REPORTS

This is an opportunity for each member of the City Council to report on any conferences they attend, local events or make any other comments they may have.

6. CLOSED SESSION

The following Closed Session Items may have been heard during Study Session, otherwise they will be heard at this time.

6.A. 2016-268 Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8. Property Location: Approximately 13.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive. Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency and the City Urban Revitalization Corporation, Property Owners: City Urban Revitalization Corporation Under Negotiations: Property Negotiations

6.B. <u>2016-298</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 3 acres at the Southwest Corner of East Palm Canyon Drive and West Buddy Rogers Drive; APN's 687-193-003 & 004; 687-193-007 through 010; 687-195-002 through 010 and 687-195-012.

Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency, the City Urban Revitalization Corporation, Tri-Vestco and Guy Whitten

Property Owners: City Urban Revitalization Corporation and Guy Whitten

Under Negotiations: Property Negotiations

6.C. <u>2016-300</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: A.P.N. 687-510-049 and 687-501-050, Parcels 6 and 7, Margot Murphy Way.

Negotiating Parties: City of Cathedral City and the City Urban Revitalization Corporation.

Property Owners: City Urban Revitalization Corporation

Under Negotiations: Property Negotiations

6.D. <u>2016-301</u> Conference with Legal Counsel - Anticipated Litigation, Pursuant to Government Code Section 54956.9 (a) and (d)(4):

One Potential Case

ADJOURN

The next Regular City Council Meeting will be held on Wednesday, August 24, 2016 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.





Agenda Report

File #: 2016-307

Item No: 2.A.

City Council

MEETING DATE: 8/10/2016

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 \$ 15,990,917 for the month of July, 2016.

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.

5 Just

Tami E. Scott, Administrative Services Director

DEMAND LISTINGS FOR THE MONTH OF JULY 2016 CITY OF CATHEDRAL CITY

	PAYROLL	
DATE	DESCRIPTION	 TOTAL
7/12/2016	Checks and Direct Deposit	\$ 464,411.37
	Taxes, PERS, ICMA, Nationwide	\$ 342,774.21
7/26/2016	Checks and Direct Deposit	\$ 536,594.29
	Taxes, PERS, ICMA, Nationwide	\$ 415,133.53
	Checks and Direct Deposit	
	Taxes, PERS, ICMA, Nationwide	 *****
L PAYROLL		\$ 1,758,913.40

	ACCOUNTS PAYABLE	
DATE	CHECK NO.	 TOTAL
7/6/2016	133704 - 133816	\$ 1,206,702.88
7/13/2016	133817 - 133924	\$ 343,334.28
7/14/2016	133925 - 133925	\$ 7,727.94
7/21/2016	133926 - 134055	\$ 475,321.05
7/28/2016	134056 - 134136	\$ 125,050.53
7/28/2016	134137 - 134137	\$ 693.76
Various days	Wire Transfers	\$ 12,059,579.65
Various days	Bank Cards & Fees	\$ 13,593.45
TOTAL ACCOUNTS PAYABLE		\$ 14,232,003.54
L		 L
COMBINED TOTAL FOR MONTH:		\$15,990,916.94

COMBINED TOTAL FOR MONTH:	\$15,990,916.94
TOTAL BANK CARDS AND FEES	\$13,593.45
TOTAL PAYROLL CHECKS AND DIRECT DEPOSITS	\$1,001,005.66
TOTAL ACCOUNTS PAYABLE DEMAND REGISTER REPORT (ATTACHED)	\$14,976,317.83

Fund	000
Sub Fund	000
Period from	1 to 1
Check * date from	07/01/2016 to 07/31/2016
AP Dist.Code	** ALL **
Print Prepaid Check	* Y -
Summary Printed	Y -
Summary Sequenced	by Fund

Inv./Chq. Date Supplier MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. P Amount	aid Check * Amount Amount
ADAMSON POLICE PRODUCTS	3			
06/15/16	WEAPON PARTS/EQUIP FOR SWAT	INV215067	744.35	5 744.35
07/06/16	Check * Issued	133730		744.35
ADVANCED ELECTRONICS, IN	с.			
06/15/16	RADIO INSTALLATION	714000003-1	925.00	925.00
07/13/16	Check * Issued	133840		925.00
AFSCME, AFL-CIO				
07/12/16	Payroll Deduction	071216	5.00	5.00
07/13/16	Check * Issued	133841		5.00
AFSCME, AFL-CIO COUNCIL #3				
07/12/16 07/13/16	Payroll Deduction Check * Issued		86.66	786.66
07/13/16	Check issued	133842		786.66
AGNES PELTON SOCIETY				
07/06/16	2/26/17 TOUR OF HOMES	022617	4,000.00	4,000.00
07/21/16	Check * Issued	133957		4,000.00
AGUA CALIENTE CULTURAL M				
07/05/16 07/06/16	SPONSORSHIP: DINNER IN THE CYN	1043	2,500.00	2,500.00
07/06/16	Check * Issued	133731		2,500.00
AGUILAR, JOHN				
06/30/16	6/22-23 LCC 2016 MEALS	062116	21.68	21.68
07/28/16	Check * Issued	13407 9		21.68
AL MILLER & SONS ROOFING				
06/30/16	TILE REPAIR-CIV CTR		1,100.00	1,100.00
07/13/16	Check * Issued	133843		1,100.00
ALLIANT INSURANCE SERVICE	ES			
07/01/16	FY16/17 PROPERTY COVERAGE	1034192	246,068.66	246,068.66

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. P Amount	aid Check * Amount Amount
	07/06/16	Check * Issued	133732		246,068.66
ALLISON, RC	DBERT				
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	062916	300.00	300.00
	07/06/16	Check * Issued	133726		300.00
ALLSTAR FIF	RE EQUIPMENT, IN	IC.			
	06/30/16	PPE TURNOUT GEAR	191162	282.81	282.81
	07/21/16	Check * Issued	133958		282.81
ALTUM GRO	UP, THE				
	06/13/16	MAY16 EDOM HILL PROJ SVCS	3222	4,486.93	4,486.93
	07/06/16	Check * Issued	133811		4,486.93
	06/30/16	JUN16 EDOM HILL PROJ SVCS	3250	500.00	500.00
	07/21/16	Check * Issued	134041		500.00
AMERICAN F	DELITY ASSURA	NCE CO			
	07/12/16	Flex Spending MCP 48558	071216 2	,692.93	2,692.93
	07/13/16	Check * Issued	133844		2,692.93
AMERICAN F	DELITY-PREPOS	ΤΤΑΧ			
	07/12/16	PreTax MCP48558 B463249	071216A	223.59	223.59
	07/12/16	PostTax MCP48558 B463249	071216B	378.27	378.27
	07/13/16	Check * Issued	133845		601.86
AMERICAN F	ORENSIC NURSE	S			
	07/01/16	JUL16 BLOOD DRAW /STAND BY FEE	67884	500.00	500.00
	05/31/16	PROF SVCS-BLOOD DRAWS	67950	241.00	241.00
	05/31/16	PROF SVCS-BLOOD DRAWS	68002	43.00	43.00
	06/15/16	PROF SVCS-BLOOD DRAWS	68022	129.00	129.00
	06/15/16	PROF SVCS-BLOOD DRAWS	68075	43.00	43.00
	07/06/16	Check * Issued	133733		956.00
	06/30/16	JUN16 PROF SVCS-BLOOD DRAWS	68090	344.00	344.00
	07/21/16	Check * Issued	133959		344.00

Supplier MM/DD/YY AMERICAN MEDICAL RESP 05/31/16 07/21/16		Number	Amount	Amount Amount
05/31/16				
	SUPPLIES FOR CPR TRAINING			
07/21/16		CCFD 01-0516	1,515.50	1,515.50
	Check * Issued	133960		1,515.50
AMERICAN PAYROLL ASSO	CIATION			
07/01/16	RENEW #142014 7/31/16-7/30/17	070116	219.00	219.00
07/06/16	Check * Issued	133734		219.00
AMERICAN PROMOTIONAL	EVENT TNT			
07/11/16	FIREWORKSBOOTH DEPOSITS REFUND	201	6 750.00	750.00
07/21/16	Check * Issued	133961		750.00
AMERICAN TRAFFIC SOLUT	IONS			
05/31/16	MAY16 RED LIGHT CAMERA	INV00022183	10,500.00	10,500.00
07/06/16	Check * Issued	133735		10,500.00
06/30/16	JUN16 RED LIGHT CAMERA	INV00022366	10,500.00	10,500.00
07/21/16	Check * Issued	133962		10,500.00
AQUA PATCH ROAD MATER	IIALS, LLC			
06/30/16	ASPHALT PATCH PRODUCT -STREETS	61510138	1,907.50	1,907.50
07/13/16	Check * Issued	133846		1,907.50
ATCO INTERNATIONAL				
05/19/16	SUPPLIES	10460678 1,	,003.25 1,0	003.25
07/28/16	Check * Issued	134093		1,003.25
AYALA, RUDY				
06/26/16	05/27-06/26 REIMB CELL PHONE	06/2016	45.00	45.00
06/28/16	FACILITIES TOOL REIMBURSEMENT	064951	38.14	38.14
07/06/16	Check * Issued	133801		83.14
06/30/16	FY15/16 WELLNESS REIMBURSEMENT	063016	600.00	600.00
07/21/16	Check * Issued	133951		600.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv. Number Ar	Inv. Paid Check * nount Amount Amount
BANK OF N	IY MELLON TRUST	CO N.A		
	07/15/16	CFD 2000-1 BOND INT PMT	9002430 100	,000.00 100,000.00
	07/31/16	Check * Issued	9002422	100,000.00
	07/15/16	2015A TX LSE REV BONDS	9002431 30 301,604.05 301,604.05- 301,604.05 301,604.05-	1,604.05
		Total	9002431 301,604.05	
	07/31/16	Check * Issued	9002423	301,604.05
BANK OF N	Y MELLON TRUST	CO N.A		
	07/13/16	TRUSTEE FEE 2015 A LSE REFUNDG	252-1958740	1,960.00 1,960.00
	07/28/16	Check * Issued	134094	1,960.00
	SINATRA CHILDREI			
	06/02/16	PROF MEDICAL SVCS - CASE NO.	1605C-7614	285.00 285.00
	07/21/16	Check * issued	133963	285.00 285.00
BARNARD,	COREY			
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	062916	132.79 132.79
	07/06/16	Check * Issued	133709	132.79
BARTEL AS	SOCIATES, LLC			
	06/30/16	JUN16 ACTUARIAL CONSULTING SVC	16-587	663.00 663.00
	07/28/16	Check * Issued	134095	663.00
BECK OIL, I	NC.			
	06/24/16	GASOLINE & DIESEL FUEL	266208 1,	429.89
			260.00	
			336.16	
	00/01/10	Total	266208 2,026.05	
	06/24/16	CARB #2 DIESEL, CLEAR		617.07 617.07
	07/06/16	Check * Issued	133736	2,643.12

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv Number	. Inv. Paic Amount	I Check * Amount Amount
	07/01/16	CARB #2 DIESEL, CLEAR	066756	E0E E0	505.52
	07/13/16	CARD #2 DIESEL, CLEAR Check * Issued	266756 133847	505.52	505.52
	07/13/10	Check issued	133047		505.52
	07/08/16	GASOLINE & DIESEL FUEL	267269	860.72	
			199.00)	
			229.45	5	
		Total	 267269 1,289. ⁻	 1,289.	17
	07/08/16	CARB #2 DIESEL, CLEAR	267271	552.25	552.25
	07/14/16	GASOLINE, 87 OCTANE W/ETHANOL	267814	9,448.69	9,448.69
	07/28/16	Check * Issued	134096		11,290.11
BIERSACK, I	KEVIN				
	06/30/16	FY15/16 WELLNESS REIMBURSEMENT	063016	600.00	600.00
	07/21/16	Check * Issued	133944		600.00
BIG O TIRES	3				
	06/10/16	VEHICLE MAINT-M3	005609-71507	202.53	202.53
	06/15/16	VEHICLE MAINT-POOL	005609-71608	414.49	414.49
	06/16/16	EQUIPMENT TIRES-TORO SWEEPER	005609-71622	234.02	234.02
	07/21/16	Check * Issued	133964		851.04
	06/09/16	VEHICLE MAINT/REPAIRS	5609-71481	315.24	315.24
	06/09/16	VEHICLE MAINT/REPAIRS	5609-71486	234.78	234.78
	06/13/16	VEHICLE MAINT/REPAIRS	5609-71560	29.95	29.95
	07/28/16	Check * Issued	134097		579.97
BIO-TOX LAI	BORATORIES				
	06/14/16	PROF SVCS-DRUG SCREEN ANALYSIS	32260	1,185.00	1,185.00
	06/14/16	PROF SVCS-DRUG SCREEN ANALYSIS	32261	731.00	731.00
	07/06/16	Check * Issued	133737		1,916.00
	06/30/16	6/20/16 DRUG SCREEN ANALYSIS	32406	136.00	136.00
	06/30/16	6/6-6/20 DRUG SCREEN ANALYSIS	32407	657.00	657.00
	06/30/16	6/13-6/27 DRUG SCREEN ANALYSIS	32511	339.00	339.00
	07/21/16	Check * Issued	133965		1,132.00
BLACK & WH	HITE EMERG. VEH	ICLES			
	06/25/16	INSTALL GUNRACKS D40&43 & FAN	1364	1,207.51	1,207.51

Inv./Chq. Date Supplier MM/DD/YY	Fnc. Description	Inv./Chq. Fnc Number	./Inv. Inv. Pai Amount	d Check * Amount Amount
06/25/16 06/27/16 07/06/16	INSTALL GUNRACK&UPGRADE CODE3 INSTALLGUNRACKD38 REPAIRCODE3 Check * Issued	13 136 133738	65 1,233.65 67 622.05	1,233.65 622.05 3,063.21
BLANCARTE, ADELA				
07/25/16 07/28/16	REFUND CLOSED BL ACCT Check * Issued	014515 134090	75.25	75.25 75.25
BOYS & GIRLS CLUB OF CAT	Н СІТҮ			
07/06/16 07/13/16	FIN-COMMUNITY ASST FY16-17 Check * Issued	070116 133817	45,000.00	45,000.00 45,000.00
BREWLY, ROBERT				
06/25/16 07/21/16	PARAMEDIC SERVICE REFUND Check * Issued	062516 134028	1,188.00	1,188.00 1,188.00
BROCK PROFESSIONAL SER	NICES			
07/11/16 07/21/16	6/27-7/11 AB 939 DIVERSION RPT Check * Issued	BPS139 133966	2,168.00	2,168.00 2,168.00
BROWNELLS, INC.				
07/05/16	MISC PARTS FOR SWAT WEAPONS		00 29.83- 9.53 1.99- 3.98-	
07/21/16	Total Check * Issued	12745725.00 133967	413.73 41	3.73 413.73
BURKE, WILLIAMS & SORENS	SEN LLP			
06/30/16 07/28/16	LEGAL SVC JUN16 Check * issued	203109 134057	24.50	24.50 24.50
06/30/16 07/28/16	LEGAL SVC JUN16 Check * issued	203110 134058	417.00	417.00 417.00
06/30/16	LEGAL SVC JUN16	203111	37.00	37.00

Supplier

Inv./Chq. Date

MM/DD/YY Fnc. Description

Demand Register - July 2016 August 2, 2016

Amount

August 2, 2018 Inv./Chq. Fnc./Inv. Inv. Paid Check Number Amount Amount

07/28/16	Check * Issued	134059			37.00
06/30/16	LEGAL SVC JUN16	203112	1,777.49	1,777.49	
07/28/16	Check * Issued	134060			1,777.49
06/30/16	LEGAL SVC JUN16	203113	15.06	15.06	
07/28/16	Check * Issued	134061			15.06
06/30/16	LEGAL SVC JUN16	203114	9.03	9.03	
07/28/16	Check * Issued	134062			9.03
06/30/16	LEGAL SVC JUN16	203115	359.63	359.63	
07/28/16	Check * Issued	134063			359.63
06/30/16	LEGAL SVC JUN16	203116	734.83	734.83	
07/28/16	Check * Issued	134064			734.83
06/30/16	LEGAL SVC JUN16	203117	573.00	573.00	
07/28/16	Check * Issued	134065			573.00
06/30/16	LEGAL SVC JUN16	203108-1	27.49		
		2	,309.51		
			27.49		
			219.95		
			109.98		
			,484.67		
		1	,402.19		
	Total	203108-1	5,581.28	5,581.28	
07/28/16	Check * Issued	134066			5,581.28
06/30/16	LEGAL SVC JUN16	203108-2	357.45		
			137.47		
			137.47		
			384.92		
		2	,089.52		
			54.98		
	Total	203108-2	3,161.81	3,161.81	
07/28/16	Check * Issued	134067			3,161.81
06/30/16	LEGAL SVC JUN16	203108-3	2,620.19		
			404.16		

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Demand Register - July 2016

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Chec Amount	
				137.47 82.48 549.87 219.95		
	07/28/16	Total Check * Issued	 203108-3 134068	4,014.12	4,014.12	4,014.12
	06/30/16	LEGAL SVC JUN16	203108-4	2,556.94 384.92 769.83 412.41		
	07/28/16	Total Check * Issued	203108-4 134069	4,124.10	4,124.10	4,124.10
	06/30/16	LEGAL SVC JUN16	203108-5	4,646.49 27.49 522.39 192.46 247.44 54.99		
	07/28/16	Total Check * Issued	 203108-5 134070	5,691.26	5,691.26	5,691.26
	06/30/16	LEGAL SVC JUN16		1,567.17 577.37 1,237.22 274.94 1,787.11		
	07/28/16	Total Check * Issued	203108-6 134071	5,443.81	5,443.81	5,443.81
	06/30/16	LEGAL SVC JUN16	203108-7	2,501.97 82.48 357.43 137.47 192.44 219.95		
		Total	203108-7	3,491.74	3,491.74	

	Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid	Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amo	ount Ar	mount Amount
	07/28/16	Check * Issued	134072			3,491.74
	06/30/16	LEGAL SVC JUN16	203108-8	36	9.03	
				714.84		
				27.49		
		Total	203108-8	1,111.36	1,111.36	
	07/28/16	Check * Issued	134073			1,111.36
		10				
DUNNIEC W	ASTE & RECYCLIN 06/30/16	JUN16 COMMUNITY CLEANUP	MISCO	63016	1,477.01	1,477.01
	07/13/16	Check * Issued	133848	00010	1,477.01	1,477.01
						.,
C & M BUILD	DING MATERIALS					
	06/27/16	SUPPLIES-RESPIRATORS	3832	74	53.41	53.41
	07/13/16	Check * Issued	133849			53.41
	06/30/16	SUPPLIES-NOZZLE, SAFETY GLASSE	38	3686	43.60	43.60
	07/02/16	SUPPLIES-GARAGE SALE STAKES	38	3699	146.50	146.50
	07/21/16	Check * Issued	133968			190.10
C.C.F.M.A.						
0.0.1	07/12/16	Payroll Deduction	071216	250.00	250.00)
	07/13/16	Check * Issued	133818			250.00
C.C.P.F.A.						
	07/12/16	HR-PP14 07/12/16 CCPFA	9002428	2,56	8.05	
				12.50-		
		Total	9002428	2,555.55	2,555.55	
	07/31/16	Check * Issued	9002424			2,555.55
	07/26/16	HR-PP15 07/26/16 CCPFA	9002445	2,56	8.05	
				12.50-		
		Total	9002445	2,555.55	2,555.55	
	07/31/16	Check * Issued	9002425			2,555.55

	nq. Date I/DD/YY Fnc. Descrip	tion	Inv./Chq. I Number	Fnc./Inv. Inv. Pa Amount	aid Check * Amount Amount
	12/16 Payroll De 13/16	duction Check * Issued	071216 133819	1,113.96 1,	113.96 1,113.96
	12/16 Payroll De 13/16	duction Check * Issued	071216 133820	3,684.95 3,6	684.95 3,684.95
	30/16 6/1-30 REI	NTAL HOTLINE Check * issued	83831 133739	23.25	23.25 23.25
	01/16 JUN16-JU	_17 MEMBERSHIP RENEWAL Check * Issued	133740	4762 662.00	662.00 662.00
05/3 06/3 06/3	30/16 APR16 BS 31/16 MAY16 BS 30/16 JUN16 BS 30/16 APR-JUN1	A FEES	2016-04 APR 2016-05 MAY 2016-06 JUN 2016-06 JUN 133850	110.00 193.00 194.00 N-B 49.70-	110.00 193.00 194.00 49.70- 447.30
	01/16 7/1/16-6/30)/17 MEMBERSHIP DUES Check * Issued	FY1617 DU 133851	ES 600.00	600.00 600.00
	BO/16 DEBT STN	IT-2016 CAFR STATISTICS Check * Issued	160719 134098	902 475.00	475.00 475.00
		PERA CONFR REG Check * Issued	07011 133969	6 1,020.00	1,020.00 1,020.00

	Inv./Chq. Date		Inv./Chq. Fnc.	/Inv. Inv.	Paid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
CALPERS					
	07/07/16	JUL15 HEALTH PREMIUM	9002423	322,615.39	322,615.39
	07/31/16	Check * Issued	9002426		322,615.39
	07/12/16	HR-PP14 07/12/16 PERS RETIREME	9002429	135,099.42	135,099.42
	07/31/16	Check * Issued	9002427		135,099.42
	07/25/16	PERS UNFUNDED LIABILITIES	9002440	337,925.00	
			277,10	8.00	
			440,72	5.00	
			49	9.00	
			38	3.00	
			79	9.00	
			19	9.00	
			16	6.00	
		Total	9002440 1,055,9	 959.00 1,055	,959.00
	07/31/16	Check * Issued	9002428		1,055,959.00
	07/27/16	HR-PP15 07/26/16 PERS RETIREME	9002447	141,098.62	141,098.62
	07/31/16	Check * Issued	9002429		141,098.62
CANINE SPA,	INC.				
	06/13/16	6/-913 BOARDING CCPD K9	061316	157.50	157.50
	07/06/16	Check * Issued	133741		157.50
CARBAJAL, JI	ESSICA				
	07/01/16	7/17-18 TRAV ADV NONPOSTTRNG	071716	232.15	232.15
	07/06/16	Check * Issued	133717		232.15
	07/17/16	7/17-18NONPOST FEMALE ENF TRNG	071716-E	232.15	5-
			25	5.29	
		Total	071716-B	23.14	23.14
	07/28/16	Check * Issued	134078		23.14
CARNEVALE,	MARK				
	06/30/16	6/22-23 LCC2016 HOTEL, MILEAGE,	060116	4 400 50	1 100 50
	07/28/16	Check * Issued	062116	1,103.59	1,103.59

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	inv./Chq. F Number	nc./Inv. Ir Amount	nv. Paid Check Amount	* Amount
CARQUEST	OF THE DESERT					
	06/07/16	FLEET SUPPLIES-SHOP	7451459834	98.09	98.09	
	06/09/16	FLEET SUPPLIES-PW	7451460075	40.65	40.65	
	07/13/16	Check * Issued	133852			138.74
	07/08/16	FLEET SUPPLEIS-M26	15137-2295	7.84	7.84	
	06/28/16	FLEET SUPPLIES-SHOP	151371343	7.36	7.36	
	06/29/16	FLEET SUPPLIES-SHOP	151371488	47.03	47.03	
	07/21/16	Check * Issued	133970			62.23
CASTANEDA	A, YURID J.					
	05/18/16	FY15/16 WELLNESS REIMBURSEMENT	051	1816 13	13	7.49
	07/06/16	Check * Issued	133816			137.49
CASTENADA	A. JOSEFINA					
	07/13/16	236638 DEPOSIT REFUND	236638	100.00	100.00	
	07/28/16	Check * Issued	134113			100.00
CATHEDRAL	CITY CAR WASH					
	06/30/16	MAY&JUN16 CAR WASH SVCS	15	51 26.0	00	
				39.00		
				26.00		
				26.00		
				39.00		
				26.00		
		Total	151	182.00	182.00	
	07/21/16	Check * Issued	133971			182.00
CATHEDRAI	CITY DOWNTOW	'N				
	07/01/16	JUL16 DESERT CINEMAS ASSIST	DC 2016-0	07 33,000.	00 33,000.	00
	07/21/16	Check * Issued	133926	.,		3,000.00
CATHEDRAL	CITY POLICE EXI	PLOBER				
	07/12/16	Payroll Deduction	071216	171.00	171.00	
	07/13/16	Check * Issued	133821	171.00	171.00	171.00
	01710/10	Check ladded	100021			171.00

I	nv./Chq. Date		Inv./Chq. Fnc./	(inv. Inv. Pa	aid Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
CATHEDRAL CI	TY POLICE RESI	ERVE			
	06/30/16	JUN16 RESERVES STIPEND	070116	400.00	400.00
	07/21/16	Check * Issued	133927		400.00
CATHEDRAL CI	TY SENIOR CEN	ITER			
	06/30/16	ADM-JUNE 16 FIN SUPPORT	063016	12,580.90	12,580.90
	07/13/16	Check * Issued	133916		12,580.90
CAYENTA CAN	ADA INC.				
	07/01/16	7/1/16-6/30/17 ANNUAL MAINT	MN00090901	21,468.16	21,468.16
	07/06/16	Check * Issued	133742		21,468.16
	07/07/16	JUL16 MONTHLY SVC	CT029654	3,245.00	3,245.00
	07/13/16	Check * Issued	133853		3,245.00
CDS OFFICE PF	RODUCTS				
	05/26/16	SUPPLIES-	276600-0	119.23	119.23
	07/21/16	Check * Issued	133972		119.23
CDW GOVERNM	MENT, INC.				
	07/05/16	PRINTER	DPC2383	151.06	151.06
	07/06/16	Check * Issued	133743		151.06
CERTIFIED LAB	ORATORIES DIV	Ι.			
	06/08/16	SUPPLIES-PW	2341480	217.89	217.89
	07/13/16	Check * Issued	133854		217.89
CERVANTES, J/	AVIER				
	06/30/16	FY15/16 WELLNESS REIMBURSEMENT	063016	6 127.22	127.22
	07/21/16	Check * Issued	133942		127.22
CHAMPION APF	PRAISALS				
	07/01/16	APPRAISAL SVCS	070116-A	2,000.00	2,000.00
	07/01/16	APPRAISAL SVCS	070116-B	2,000.00	2,000.00
	07/06/16	Check * Issued	133783		4,000.00

	Inv./Chq. Date		Inv./Chq. Fnc./I		
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
CHAPMAN, N	ICK				
	07/01/16	8/2-4 POSTNRSUB PERSHIABLE	080216	42.00	42.00
	07/06/16	Check * Issued	133722		42.00
CITY OF INDI	0				
	06/30/16	BERNIE 2016 EVENT POLICE SVCS	052516	9,174.00	9,174.00
	07/06/16	Check * Issued	133707		9,174.00
	07/05/16	FY16/17 ERICA OPERATING COSTS	63426	207,576.23	207,576.23
	07/21/16	Check * Issued	133974		207,576.23
CITY OF PALI	M SPRINGS				
	06/13/16	REIMB FOR CPR CARDS	2016-0613CPR	70.00	70.00
	07/13/16	Check * Issued	133855		70.00
CITY OF PAL	MSPRINGS				
	06/30/16	BERNIE 2016 EVENT POLICE SVCS	052516	5,538.00	5,538.00
	07/06/16	Check * Issued	133708		5,538.00
CITY OF RAN	CHO MIRAGE				
	06/30/16	4TH QTR LLD 7 MEDIAN MAINTENAN	160211	1,152.12	1,152.12
	07/13/16	Check * Issued	133856		1,152.12
CNS ENGINE	ERS INC				
	06/30/16	3/6-6/10 CCWW 8919 ROW SVC	8001-B38-B	4,647.09	4,647.09
	07/28/16	Check * Issued	134099		4,647.09
COACHELLA	VALLEY CONSE	RVATION			
	06/30/16	JUN15 MSHCP FEES	2016-06 JUN2	7,806.00	7,806.00
	06/30/16	JUN15: LESS 1% ADMIN FEE	2016-06 JUN2-B	78.06-	78.06-
	07/14/16	Check * Issued	133925		7,727.94
COACHELLA	VALLEY ECONO	MIC PART			
	07/01/16	2016-17 CVEP ANNUAL INVESTMENT	0713-1151	25,000.00	25,000.00
	07/06/16	Check * Issued	133744		25,000.00

COACHELLA VALLEY VIOLENT CRIME 0727/178 FY17 OVERHEADCOSTSCONTRIBUTION Check* Issued 07115 4,982.00 4,982.00 COACHELLA VALLEY WATER DIST. 06/21/18 05/10-06/09 30TH AVE SOCCER PK C/13/16 SPK1-1600 21,279.35 21,279.35 06/21/18 06/07-07/06 IRRIGATION WATER SPK1-1600 1004-1606 175.48 06/21/18 06/07-07/06 IRRIGATION WATER 1004-1606 175.48 07/21/18 06/07-07/06 IRRIGATION WATER 1004-1606 165.63 06/30/16 06/10-07/09 30TH AVE SOCCER PK C/166.4* Issued SPK2-1606 45.60 06/30/16 06/09-07/07 LLD 17RSTRIMSATURTLE 2900561600 54.72 54.72 06/30/16 06/09-07/07 LLD 16A CENTURY PA C/neck* Issued 10168-1606-A 1,498.43 1,498.43 06/30/16 06/07-07/01 LD 16A CENTURY PA C/neck* Issued 10168-1606-A 1,498.43 1,498.43 07/21/16 06/07-07/01 LD 16A CENTURY PA C/neck* Issued 10168-1606-A 1,498.43 1,498.43 06/30/16 06/07-07/01 LD 16A CENTURY PA C/neck* Issued 1039303 171.20 171.20 06/30/16 06/07/07/01 CONTULO-DRK CRTN <t< th=""><th>Supplier</th><th>Inv./Chq. Date MM/DD/YY</th><th>Fnc. Description</th><th>Inv./Chq. Fnc./ Number</th><th>Inv. Inv. Pai Amount</th><th>d Check * Amount Amount</th></t<>	Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./ Number	Inv. Inv. Pai Amount	d Check * Amount Amount
07/21/16 Check Issued 133976 4,992.00 COACHELLA VALLEY WATER DIST. 0//13/16 06/07-06/09 30TH AVE SOCCER PK 0//13/16 SPK1-1605 21,279.35 21,279.35 06/21/16 06/07-07/05 IRPIGATION WATER 133822 175.46 366.38 07/21/16 06/07-07/05 IRPIGATION WATER 1004-1606 175.46 366.38 07/21/16 06/07-07/05 JOTH AVE SOCCER PK Check * Issued SPK2-1606 45.60 45.60 06/30/16 06/07-07/05 JOTH AVE SOCCER PK Check * Issued SPK2-1606 45.60 45.60 06/30/16 06/07-07/05 JOTH AVE SOCCER PK Check * Issued SPK2-1606 45.60 45.60 06/30/16 06/07-07/05 JIDT AVE SOCCER PK Check * Issued SPK2-1606 54.72 54.72 06/30/16 06/07-07/05 LID TRSTEMS&TURTLE 28905B1606 54.72 54.72 07/21/16 06/06-07/05 LID TRSTEMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/06-07/05 COTHLO TRSTEMS&TURTLE 133933 1.498.43 1.498.43 06/30/16 06/06-07/06 COTHLO PARK 33300-L-1606 10.09.08 1.00	COACHELLA	VALLEY VIOLEN	T CRIME			
06/21/16 05/10-06/09 30TH AVE SOCCER PK Check Issued SPK1-1605 21,279,35					16 4,992.00	
07/13/16 Check * Issued 133822 21,279,35 06/21/16 06/07-07/06 IRRIGATION WATER 1004-1606 175,48 1004-1606 566,48 566,48 475,98- 1004-1606 566,48 07/21/16 Check * Issued 133929 566,48 06/30/16 06/10-07/09 30TH AVE SOCCER PK SPK2-1606 45,60 45,60 06/30/16 06/09-07/07 LLD 17RSTRMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1,498,43 1,498,43 06/30/16 06/05-07/09 LLD WATER 1139333 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO PARK 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-PARK 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-PARK 33300-DF-1606 19.00	COACHELLA	VALLEY WATER	DIST.			
96/21/15 06/07-07/06 IRRIGATION WATER 1004-1606 175,48 965.98 475.98- 1004/1606 566,48 566,48 07/21/16 Check * Issued 133929 566,48 06/30/16 06/10-07/09 30H AVE SOCCER PK SPK2-1606 45,60 45,60 06/30/16 06/09-07/07 LLD17RSTRMS&TURTLE 2890581606 54.72 54.72 06/30/16 06/09-07/07 LLD 16A CENTURY PA 10166-1606-A 1,498,43 1,498,43 07/21/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 171.20 171.20 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 171.20 171.20 06/30/16 06/05-07/06 CCOTILLO PARK 33300-L-1606 1,009.08 1,009.08 07/21/16 06/05-07/06 CCOTILLO-SNACKBAR 33300-LPT-1606 1,009.08 1,009.08 06/30/16 06/05-07/06 CCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 CCOTILLO-SNACKBAR 333300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 CCOTILLO-SNACKBAR 333300-DF-1606 19.00 19.00 07/21/16				SPK1-1605	21,279.35	
866.98 475.98- Total 1004-160 133929 566.48 566.49 07/21/16 Check * Issued 133929 566.48 06/30/16 07/21/16 06/10-07/09 30TH AVE SOCCER PK Check * Issued SPK2-1606 133930 45.60 45.60 45.60 45.60 06/30/16 07/21/16 06/09-07/07 LLD 17R STRMS&TURTLE Check * Issued 28905B1606 133931 54.72 54.72 54.72 54.72 06/30/16 07/21/16 06/05-07/07 LLD 16A CENTURY PA 07/21/16 10166-1606-A Check * Issued 1,498.43 1,498.43 1,498.43 1,498.43 06/30/16 07/21/16 06/05-07/06 CCOTILLO PARK Check * Issued 33300-L1-606 133933 171.20 171.20 171.20 171.20 171.20 06/30/16 07/21/16 06/05-07/06 CCOTILLO PARK Check * Issued 33300-RF-1606 133935 1,009.08 133936 1,009.08 133936 06/30/16 07/21/16 06/05-07/06 CCOTILLO-SNACKBAR 07/21/16 33300-DF-1606 133936 19.00 19.00 06/30/16 07/21/16 06/05-07/06 COCTILLO-SNACKBAR 07/21/16 33300-DF-1606 133936 19.00 19.00 06/30/16 07/21/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RH1-1606 133937 26.84 26.84 06/30/16 07/21/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RH1-1606 133937		07/13/16	Check * Issued	133822		21,279.35
07/21/16 Check * Issued 133929 566.48 06/30/16 06/10-07/09 30TH AVE SOCCER PK SPK2-1606 45.60 45.60 07/21/16 06/09-07/07 LLD 17RSTRMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.71.20 171.20 06/30/16 06/05-07/09 LLD WATER LLD-1606-A 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L1-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO PARK 33300-LF-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-LF-1606 1.9.00 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RB1-1606 19.40 19.00		06/21/16	06/07-07/06 IRRIGATION WATER	866	.98	
07/21/16 Check * Issued 133929 566.48 06/30/16 06/10-07/09 30TH AVE SOCCER PK SPK2-1606 45.60 45.60 07/21/16 06/09-07/07 LLD 17RSTRMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.71.20 171.20 06/30/16 06/05-07/09 LLD WATER LLD-1606-A 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L1-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO PARK 33300-LF-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-LF-1606 1.9.00 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RB1-1606 19.40 19.00			Total	1004-1606 56	 36.48 566	\$ 48
07/21/16 Check * Issued 133930 45.60 06/30/16 06/09-07/07 LLD 17 RSTRMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 07/21/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 06/30/16 06/05-07/09 LLD WATER LLD-1606-A 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84		07/21/16				
07/21/16 Check * Issued 133930 45.60 06/30/16 06/09-07/07 LLD 17 RSTRMS&TURTLE 28905B1606 54.72 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 07/21/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1.498.43 1.498.43 06/30/16 06/05-07/09 LLD WATER LLD-1606-A 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L-1606 1.009.08 1.009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84		06/30/16	06/10-07/09 30TH AVE SOCCEB PK	SPK2-1606	45.60	45.60
07/21/16 Check* Issued 133931 54.72 06/30/16 06/05-07/07 LLD 16A CENTURY PA Check* Issued 10166-1606-A 133932 1,498.43 1,498.43 06/30/16 06/10-07/09 LLD WATER Check* Issued LLD-1606-A 133933 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK Check* Issued 33300-L-1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO-PARK Check* Issued 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 07/21/16 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check* Issued 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check* Issued 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check* Issued 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44						
06/30/16 06/05-07/07 LLD 16A CENTURY PA 10166-1606-A 1,498.43 1,498.43 07/21/16 06/10-07/09 LLD WATER 1139932 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 133933 1.009.08 1,009.08 07/21/16 06/05-07/06 OCOTILLO PARK 33300-L-1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO PARK 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-RR-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33303 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.44 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44 <		06/30/16	06/09-07/07 LLD17RSTRMS&TURTLE	28905B1606	54.72	54.72
07/21/16 Check * Issued 133932 1,498.43 06/30/16 06/10-07/09 LLD WATER Check * Issued LLD-1606-A 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 07/21/16 06/05-07/06 OCOTILLO PARK Check * Issued 33300-L-1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 07/21/16 06/05-07/06 OCOTILLO-SNACKBAR Check * Issued 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 07/21/16 06/05-07/06 OCOTILLO-SNACKBAR Check * Issued 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 07/21/16 33300-DF-1606 19.00 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN 07/21/16 RR1-1606 26.84 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		07/21/16	Check * Issued	133931		54.72
06/30/16 06/10-07/09 LLD WATER Check * Issued LLD-1606-A 133933 171.20 171.20 06/30/16 06/05-07/06 OCOTILLO PARK Check * Issued 33300-L-1606 133934 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR O7/21/16 33300-RR-1606 Check * Issued 35.80 35.80 06/30/16 07/21/16 06/05-07/06 OCOTILLO-SNACKBAR Check * Issued 33300-RR-1606 133935 35.80 35.80 06/30/16 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN Check * Issued 33300-DF-1606 133936 19.00 19.00 06/30/16 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN Check * Issued 33300-DF-1606 133936 19.00 19.00 06/30/16 07/21/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR1-1606 133937 26.84 26.84 26.84 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		06/30/16	06/05-07/07 LLD 16A CENTURY PA	10166-1606-A	1,498.43	1,498.43
07/21/16 Check * Issued 133933 171.20 06/30/16 06/05-07/06 OCOTILLO PARK 33300-L-1606 1,009.08 1,009.08 07/21/16 Check * Issued 133934 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		07/21/16	Check * Issued	133932		1,498.43
06/30/16 06/05-07/06 OCOTILLO PARK Check * Issued 33300-L-1606 1,009.08 1,009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR O7/21/16 33300-RR-1606 35.80 35.80 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR Check * Issued 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check * Issued 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check * Issued 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR1-1606 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR2-1606 32.44 32.44		06/30/16	06/10-07/09 LLD WATER	LLD-1606-A	171.20	171.20
07/21/16 Check * Issued 133934 1,009.08 06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-RR-1606 35.80 35.80 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/09 RAMON RD MEDIAN RR1-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		07/21/16	Check * Issued	133933		171.20
06/30/16 06/05-07/06 OCOTILLO-SNACKBAR 33300-RR-1606 35.80 35.80 07/21/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 133937 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		06/30/16	06/05-07/06 OCOTILLO PARK	33300-L-1606	1,009.08	1,009.08
07/21/16 Check * Issued 133935 35.80 06/30/16 06/05-07/06 OCOTILLO-DRKG FTN Check * Issued 33300-DF-1606 133936 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR1-1606 133937 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR2-1606 32.44 32.44		07/21/16	Check * Issued	133934		1,009.08
06/30/16 06/05-07/06 OCOTILLO-DRKG FTN 33300-DF-1606 19.00 19.00 07/21/16 Check * Issued 133936 19.00 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR1-1606 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN Check * Issued RR2-1606 32.44 32.44		06/30/16	- 06/05-07/06 OCOTILLO-SNACKBAR	33300-RR-1606	35.80	35.80
07/21/16 Check * Issued 133936 19.00 06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84 07/21/16 Check * Issued 133937 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		07/21/16	Check * Issued	133935		35.80
06/30/16 06/10-07/09 RAMON RD MEDIAN RR1-1606 26.84 26.84 07/21/16 Check * Issued 133937 26.84 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		06/30/16	06/05-07/06 OCOTILLO-DRKG FTN	33300-DF-1606	19.00	19.00
07/21/16 Check * Issued 133937 26.84 06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		07/21/16	Check * Issued	133936		19.00
06/30/16 06/10-07/09 RAMON RD MEDIAN RR2-1606 32.44 32.44		06/30/16	06/10-07/09 RAMON RD MEDIAN	RR1-1606	26.84	26.84
		07/21/16	Check * Issued	133937		26.84
07/21/16 Check * Issued 133938 32.44		06/30/16	06/10-07/09 RAMON RD MEDIAN	RR2-1606	32.44	32.44
		07/21/16	Check * Issued	133938		32.44

August 2, 2016

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Ii Number	nv. Inv. Pa Amount	id Check * Amount Amount
	06/30/16	06/10-07/09 RAMON RD MEDIAN	RR3-1606	42.52	42.52
	07/21/16	Check * Issued	133939		42.52
	06/30/16	06/14-07/13 WATER	1079-1606	171.02	171.02
	07/28/16	Check * Issued	134074		171.02
COAST REC	REATION INC				
	07/07/16	OCOTILLO PARK-BUCKET SEATS	11071	982.25	982.25
	07/21/16	Check * Issued	133977		982.25
COMMERCI	AL CLEANING SPE	ECIALIST			
	07/14/16	JUL16 JANITORIAL SVCS-PD	10145	2,125.00	2,125.00
	07/14/16	JUL16 JANITORIAL SVCS	10146	4,890.00	4,890.00
	07/28/16	Check * Issued	134100		7,015.00
COMSERCO), INC				
	06/17/16	TECHSVCS DIAGNOSE MOBILE RADIO	74721	155.00	155.00
	07/06/16	Check * Issued	133745		155.00
	06/30/16	TECH SVCS - MOBILE UNIT RADIO	74872	620.00	620.00
	07/21/16	Check * Issued	133978		620.00
CONFIDEN	TIAL POLYGRAPH	AND			
	06/11/16	PROF SVCS-POLYGRAPH EXAMS	B10055	450.00	450.00
	07/06/16	Check * Issued	133746		450.00
CONNEAUT	PARTNERS, LLC				
	07/01/16	JUL16 APN:687-030-051,055 LSE	FY17-01001	9,245.00	9,245.00
	07/20/16	AUG16 APN:687-030-051,055 LSE	FY17-02001	9,245.00	9,245.00
	07/21/16	Check * Issued	133979		18,490.00
CONSOLIDA	ATED ELECT DIST	RINC			
	05/05/16	ELECTRICAL SUPPLIES-CIV CTR/TS	5725-425766	15,561.41	15,561.41
	07/21/16	Check * Issued	134055		15,561.41

CORELLA, JOHN

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv. Number A	Inv. Paid Amount	Check * Amount Amo
	06/30/16	FY1516 REIMB DATA CHARGES	07/2015 - 06/2016	540.00	540.00
	07/13/16	Check * Issued	133882		540.00
CORELOGIC	SOLUTIONS, LLO	5			
	05/31/16	MAY16 PROP OWNER INFO SOFTWARE	81694553	360.00	360.00
	05/31/16	MAY16 APN DATA SVC	81695820	150.00	150.00
	07/13/16	Check * Issued	133858		510.00
	06/30/16	JUN16 PROP OWNER INFO SOFTWARE	81705757	360.00	360.00
	07/21/16	Check * Issued	133980		360.00
	06/30/16	JUN16 APN DATA SVC	81705489	150.00	150.00
	07/28/16	Check * Issued	134101		150.00
CORONET CC	NCRETE PROD	UCTS INC.			
	06/23/16	CONCRETE-SANTORO & CYPRESS	1083405	563.00	563.00
	07/13/16	Check * Issued	133859		563.00
COSTAR REA	LTY INFORMATI	ON, INC			
	07/04/16	JUL16 PROPERTY PROFESSIONAL	103850985	320.00	320.00
	07/13/16	Check * Issued	133860		320.00
COUNSELING	TEAM INTL				
COUNSELING	TEAM INTL 06/15/16	EMPLOYEE ASSISTANCE (CITY)	31250	240.00	240.00
COUNSELING		EMPLOYEE ASSISTANCE (CITY) EMPLOYEE ASSISTANCE (FIRE)	31250 31251	240.00 120.00	240.00 120.00
COUNSELING	06/15/16				
COUNSELING	06/15/16 06/15/16	EMPLOYEE ASSISTANCE (FIRE)	31251	120.00	120.00
COUNSELING	06/15/16 06/15/16 06/15/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT	31251 31252	120.00	120.00 360.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued	31251 31252 133747	120.00 360.00	120.00 360.00 720.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD	31251 31252 133747 31327	120.00 360.00 175.00	120.00 360.00 720.00 175.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16 06/27/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD PSYCHOLOGICAL ASESSMENTS: PD	31251 31252 133747 31327 31330	120.00 360.00 175.00 175.00	120.00 360.00 720.00 175.00 175.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16 06/27/16 06/30/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD PSYCHOLOGICAL ASESSMENTS: PD EMPLOYEE ASSISTANCE (CITY)	31251 31252 133747 31327 31330 31348	120.00 360.00 175.00 175.00 420.00	120.00 360.00 720.00 175.00 175.00 420.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16 06/27/16 06/30/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD PSYCHOLOGICAL ASESSMENTS: PD EMPLOYEE ASSISTANCE (CITY) EMPLOYEE ASSISTANCE (FIRE)	31251 31252 133747 31327 31330 31348 31349	120.00 360.00 175.00 175.00 420.00 120.00	120.00 360.00 720.00 175.00 175.00 420.00 120.00
COUNSELING	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16 06/27/16 06/30/16 06/30/16 06/30/16 07/21/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD PSYCHOLOGICAL ASESSMENTS: PD EMPLOYEE ASSISTANCE (CITY) EMPLOYEE ASSISTANCE (FIRE) JUN16 EMPLOYEE SUPPORT COUNSEL	31251 31252 133747 31327 31330 31348 31349 31350	120.00 360.00 175.00 175.00 420.00 120.00	120.00 360.00 720.00 175.00 175.00 420.00 120.00 300.00
	06/15/16 06/15/16 06/15/16 07/06/16 06/23/16 06/27/16 06/30/16 06/30/16 06/30/16 07/21/16	EMPLOYEE ASSISTANCE (FIRE) MAY16 EMPLOYEE SUPPORT Check * Issued PSYCHOLOGICAL ASSESSMENTS: PD PSYCHOLOGICAL ASESSMENTS: PD EMPLOYEE ASSISTANCE (CITY) EMPLOYEE ASSISTANCE (FIRE) JUN16 EMPLOYEE SUPPORT COUNSEL	31251 31252 133747 31327 31330 31348 31349 31350	120.00 360.00 175.00 175.00 420.00 120.00	120.00 360.00 720.00 175.00 175.00 420.00 120.00 300.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. An	Inv. Paid nount	Check * Amount Amount
	07/21/16	Total Check * Issued	AN00000785 133982	19,520.9	- 98 19,52	0.98 19,520.98
						,0_0.00
CRUM, GEO	DRGE					
	06/09/16	6/9-10 DRE TRNG-TEACH CLASS	060	916	45.00	45.00
	06/23/16	6/23-24 DRE TRNG-TEACH CLASS	062	316	45.00	45.00
	04/16/16	3/17-4/16 DATA REIMBURSEMENT	148786	3214	45.00	45.00
	05/16/16	4/17-5/16 DATA REIMBURSEMENT	149626	4408	45.00	45.00
	06/16/16	5/17-6/16 DATA REIMBURSEMENT	150463	6949	45.00	45.00
	07/06/16	Check * Issued	133761			225.00
CSG CONS	JLTING INC.					
	06/27/16	JUN16 PLAN CHECK SVCS	F160	119	425.00	425.00
	07/21/16	Check * Issued	133983		120.00	425.00
CVAG						
OVAG	07/01/16	FY 2016-17 DUES ASSESSMENT	CV1700	12-16	33,654.00	33,654.00
	07/06/16	Check * Issued	133748	52-10	33,034.00	33,654.00
	01100110		100740			00,004.00
	06/30/16	JUN16 COLLECTION OF TUMF	2016-06	JUN	12,862.08	12,862.08
	07/13/16	Check * Issued	133823	0011	12,002.00	12,862.08
	06/30/16	I-10 INTERCHANGE PROJECTS	CV1619	91-16	39,590.81	39,590.81
	07/08/16	FY16/17 ALANSEMAN BUSPASS PROG	CV1	7021-16	3,000.00	3,000.00
	07/13/16	Check * Issued	133861			42,590.81
CYRUN CO	RPORATION					
	07/01/16	JUL16-JUN17 ALLIANCE SUPPORT	CTH	-1601	21,000.00	
				1,000.00		
		Total	CTH-1601	22,000.00	- 22,000).00
	07/06/16	Check * Issued	133749	,	,	22,000.00
DATA TICKE						:
	06/29/16	MAY16 CODE CITATION PROCESSING		ARING05	722.50	722.50
	07/21/16	Check * Issued	133985			722.50

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Ir Number	iv. Inv. Paid Amount	d Check * Amount Amount
DATE PALM I	PARTNERSHIP				
	06/30/16	SAM'S NOTE PMT 3Q & 4Q 15	063016	563.50	563.50
	07/21/16	Check * Issued	133986		563.50
DAVIS, SAML	JEL ERIC				
	07/11/16	JUL16 COMMISSION	10162015-B	500.00	500.00
	07/21/16	Check * Issued	134032		500.00
DAVISON, JA	NET				
	06/30/16	CURC CONSULTING	CURC-19	360.00	360.00
	07/28/16	CURC CONSULTING	CURC-20	540.00	540.00
	06/30/16	HOUSING CONSULTING	RDA 26	1,845.00	1,845.00
	07/26/16	HOUSING & SUCCESSOR CONSTULTING	RDA 2	.7 697.50	697.50
	07/28/16	Check * Issued	134112		3,442.50
DELL FINANC	AL SERVICES				
	07/01/16	MIS - 07/16 LEASE/PURCHASE PMT	16-07	2,495.69	2,495.69
	07/01/16	MIS-08/16 LEASE/PURCHASE PMT	16-08	2,495.69	2,495.69
	07/28/16	Check * Issued	134102		4,991.38
DEPARTMEN	T OF CONSERVA	TION			
	04/30/16	APR16 SMIP FEES	2016-04 APR	105.91	105.91
	05/31/16	MAY16 SMIP FEES	2016-05 MAY	81.59	81.59
	06/30/16	JUN16 SMIP FEES	2016-06 JUN	205.54	205.54
	06/30/16	APR-JUN16: LESS 5% ADMIN FEE	2016-06 JUN-B	19.65-	19.65-
	07/13/16	Check * Issued	133862		373.39
DESERT AIR	CONDITIONING, I	NC.			
	06/02/16	AC MAINT-ULTRAMAX BLDG	162881	147.09	147.09
	07/06/16	Check * Issued	133750		147.09
	06/17/16	AC MAINT-LIBRARY	163220	3,140.14	3,140.14
	06/23/16	AC MAINTENANCE-CITY HALL	163391	299.00	299.00
	06/27/16	AC MAINTENANCE-CITY HALL	163393	425.77	425.77
	06/27/16	AC MAINT-STA 412	163408	225.44	225.44
	06/20/16	AC MAINT-STA 411	163447	185.19	185.19
	06/21/16	AC MAINTENANCE-LIBRARY	163562	166.00	

	Inv./Chq. Date		Inv./Chq. Fnc./I	Inv. Inv. Pa	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	06/23/16	AC MAINTENANCE-LIBRARY	163573	352.75	352.75
	06/29/16	JUN16 AC MAINT-CITY HALL	163633	2,310.33	2,310.33
	06/28/16	AC MAINTENANCE-LIBRARY	163636	138.00	138.00
	06/29/16	AC MAINTENANCE-LIBRARY	163637	3,374.39	3,374.39
	06/29/16	AC MAINT-STA 412	163662	184.00	184.00
	07/28/16	Check * Issued	134103		10,801.01
DESERT ELI	ECTRIC SUPPLY				
	06/01/16	LIGHTING-LLD 17 PANORAMA PK	S2285320.004	1,043.48	1,043.48
	07/28/16	Check * Issued	134104		1,043.48
DESERT ELI	TE ELECTRIC				
	06/29/16	ISLANDS MAINT-RAMON RD MEDIAN	1304	1,464.64	1,464.64
	07/12/16	INSTALL LIGHTS-LLD 2 PERIMETER	1318-1	3,798.85	3,798.85
	07/13/16	Check * Issued	133863		5,263.49
	07/12/16	INSTALL LIGHTS LLD 2 LA PALOMA	1318	3,798.85	3,798.85
	07/21/16	Check * Issued	133987		3,798.85
DESERT PR	OMOTIONAL&EM	BROIDERY			
	06/16/16	C.O.P.'S HATS W/EMBROIDERY	38918	313.92	313.92
	07/06/16	Check * Issued	133751		313.92
DESERT SU	N				
	06/26/16	LEGAL ADS	5643091 348.	1,040.00	
			040.		
		Total	5643091 1,38		8.00
	07/13/16	Check * Issued	133824	.,	1,388.00
	06/26/16	LEGAL AD	5643089	400.00	400.00
	07/28/16	Check * Issued	134075		400.00
DESERT SU	N				
	07/01/16	7/1/16-12/31/16 SUBSCRIPTION	DS-0462140	219.02	219.02
	07/01/16	JUL16 NEWSPAPER SUBSCRIPTION	DS0404541-160		
	07/06/16	Check * Issued	133752		295.33

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid	Check * Amount Amount
	07/10/16 07/21/16	8/1-31 NESWPAPER SUBSCRIPTION Check * Issued	DS040454 133940	11-1608	78.49	78.49 78.49
DESERT WA	TER AGENCY					
	06/30/16	06/13-07/13 Water Service	2016-0630-B	2,673.15 966.37 25.81 2,360.27		
	07/28/16	Total Check * Issued	2016-0630-B 134076	6,025.60	6,025.	60 6,025.60
DIAZ, ANDY						
	06/29/16	FY1516 WELLNESS REIMBURSEMENT		062916	300.00	300.00
	07/06/16	Check * Issued	133704			300.00
DIV. OF THE	STATE ARCHITEC	т				
	06/30/16	4TH QTR CASP FEES	FY1516-4Q	TR 258.	00	258.00
	07/13/16	Check * Issued	133825			258.00
DOUBLETRE	E HOTEL BY HILT	ON				
	07/01/16	8/11 INTERVIEW PANELS	081110	6 1,063.84	ļ	1,063.84
	07/21/16	Check * Issued	133941			1,063.84
DRL/LECLAIF						
	07/01/16	DEPOSIT-LGBT PERFORMER		2517 2,000	0.00	2,000.00
	07/06/16	Check * Issued	133754			2,000.00
DUNN-EDWA	RDS CORPORATI	ON				
	06/27/16	PAINT SUPPLIES-PW	201925251	8 8.49)	8.49
	07/13/16	Check * Issued	133864			8.49
E-RECYCLING	G OF CALIFORNIA	A Contraction of the second				
	06/28/16	RECYCLABLE ITEMS	64594	4 242.71		242.71
	07/21/16	Check * Issued	133988			242.71

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Pa Amount	id Check * Amount Amount	
EAN SERVICE	S-ENTERPRISE (CAB				
	06/30/16	5/12-6/10 CVNTF VEHICLE RENTAL	10017743	634.60	634.60	
	07/21/16	Check * Issued	133989		634.60	
EDWARDS, M	AGGIE					
	06/06/16	234805 DEPOSIT REFUND	234805	100.00	100.00	
	07/21/16	Check * Issued	134016		100.00	
EISENHOWEF	R MEDICAL CENT	ĒR				
	04/24/16	PROFESSIONAL MEDICAL SVCS	760-89060-1604C-5766	900.00	900.00	
	04/26/16	PROFESSIONAL MEDICAL SVCS	760-89060-1604C-6186	900.00	900.00	
	05/10/16	PROFESSIONAL MEDICAL SVCS	760-89060-1605C-2166	900.00	900.00	
	05/31/16	PROFESSIONAL MEDICAL SVCS	760-89060-1605C-7645	900.00	900.00	
	07/21/16	Check * Issued	133990		3,600.00	
EISENHOWEF	OCCUPATIONAL	. HEALTH				
	06/02/16	PRE-EMPLOYMENT SCREENINGS &	26903	1,289.00	1,289.00	
	07/06/16	Check * Issued	133755		1,289.00	
ENGLAND, RI	CHARD					
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	062916	268.12	268.12	
	07/06/16	Check * Issued	133723		268.12	
ENOS, JON						
	07/01/16	7/21-23 POSTSUB SHERMANBLOCK	072116	465.00	465.00	
	07/06/16	Check * Issued	133718		465.00	
ENTENMANN-	ROVIN CO.					
	03/16/16	BADGE	116505-IN	470.27	470.27	
	07/28/16	Check * Issued	134105		470.27	
ESRI						
	07/01/16	7/1/16-6/30/17 ARCGIS LICENSE	93114898	7,800.50	7,800.50	
	07/06/16	Check * Issued	133756		7,800.50	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fi Number	nc./Inv. Inv. Pa Amount	id Check * Amount Amount
EWING IRRIC	GATION PRODUC	TS			
	06/30/16	SUPPLIES-BELL TOWER	1736907	189.17	189.17
	07/06/16	Check * Issued	133757		189.17
	05/26/16	IRRIG SUPPLIES-CIV CTR	1513754	29.27	29.27
	06/30/16	IRRIG SUPPLIES-LLD 16A CENTURY	172817	9 65.89	65.89
	07/28/16	Check * Issued	134106		95.16
F & L HOSE F	REPAIR & COUPL	INGS			
	06/22/16	SUPPLIES-CASE BACK HOE	13334	27.35	27.35
	07/13/16	Check * Issued	133865		27.35
FASTENAL IN	NDUSTRIAL SUPF	PLIES			
	06/24/16	SUPPLIES-PW MAINT	CAPAM4712	9 113.48	113.48
	07/13/16	Check * Issued	133866		113.48
FASTRAK					
	06/30/16	TRANSPONDER FEES FOR CITY CARS	070	100.00	100.00
	07/13/16	Check * Issued	133867		100.00
FEDERAL EX	PRESS				
	05/11/16	SHIPPING CHARGES	661226313	104.17	104.17
	07/06/16	Check * Issued	133758		104.17
	06/03/16	SHIPPING	543754775	6.32	
				10.24	
		Total	 543754775	16.56 1	6.56
	07/13/16	Check * Issued	133868	10.00	16.56
	05/20/16	SHIPPING	542315707	8.08	
				16.39 5.12	
		Total	542315707	29.59 2	9.59
	05/27/16	SHIPPING	543067430	5.74	
				5.90	
				7.20	

Inv./Chq. I Supplier MM/DE	Date D/YY Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Pa Amount	aid Check * Amount Amount
		5.9(5.04		
	Total	543067430 29		29.78
07/21/1	16 Check * Issued	133991		59.37
06/10/1	16 SHIPPING CHARGES	544476882	5.74	
		8.09	3	
		5.90		
		10.08	3	
	Total	544476882 29		29.81
06/17/1		545221705	10.08	10.08
06/24/1	6 SHIPPING CHARGES	545976502	5.74	
		5.04	ł	
	Total	545976502 10		0.78
06/30/1	6 SHIPPING CHARGES	546697908	13.86	
		10.10	3	
	Total	546697908 24	.02 2	24.02
07/28/1	6 Check * Issued	134107		74.69
FERGUSON ENTERPRIS				
06/23/1		3472968	2.23	2.23
07/06/1	6 Check * Issued	133759		2.23
FINE LINE CUSTOM WOO	ODWORKS			
06/30/1	6 MATERIALS-CIV CTR	897	525.00	525.00
07/06/1	6 Check * Issued	133760		525.00
FREDRICKSON, JAMES				
06/29/1	6 FY1516 WELLNESS REIMBURSEME	NT 062916	600.00	600.00
07/06/1	6 Check * Issued	133716		600.00
FRONTIER COMMUNICA	TIONS			
07/01/1		MISC-160713	114.99	114.99
07/13/1		133826	117.00	114.99
0771071		100020		11100

l Supplier	nv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv Number	v. Inv. Amount	Paid Check * Amount Amount
GALI POOL SEF	VICE				
	06/30/16	JUN16 FOUNTAIN OF LIFE MAINT	39796	520.00	520.00
	07/13/16	Check * Issued	133869		520.00
GALLS, LLC					
	06/15/16	PPE SHIRTS & JACKET	BC0286463	612.64	612.64
	07/13/16	Check * Issued	133870		612.64
	06/23/16	UNIFORM FOR TRAINING ACADEMY	BC0289889	715.	.14 715.14
	07/21/16	Check * Issued	133992		715.14
GAS COMPANY	THE				
	06/30/16	06/14-07/14 GAS SERVICE	MISC-1606-A	164.15	
			15.23	\$	
		Total	MISC-1606-A 179	.38	179.38
	07/21/16	Check * Issued	134042		179.38
	06/30/16	06/15-07/15 GAS SVC	MISC-1606-B	15.23	15.23
	07/28/16	Check * Issued	134130		15.23
GL CARWASH					
	06/11/16	VEHICLE MAINT-CAR WASHES	2016-187	105.00	105.00
	06/13/16	VEHICLE MAINT-CAR WASHES	2016-188	150.00	150.00
	06/13/16	CAR WASH PACT	2016-189	15.00	15.00
	06/16/16	VEHICLE MAINT-CAR WASHES	2016-190	150.00	150.00
	06/20/16	VEHICLE MAINT-CAR WASHES	2016-191	150.00	150.00
	06/20/16	CAR WASH PACT	2016-192	15.00	15.00
	06/23/16	VEHICLE MAINT-CAR WASHES	2016-194	150.00	150.00
	06/27/16	VEHICLE MAINT-CAR WASHES	2016-195	150.00	150.00
	07/06/16	Check * Issued	133762		885.00
	06/21/16	CITY HALL VEHICLE CAR WASHES	2016-193	15.00	
			15.00 30.00		
		Total	2016-193 60.0		60.00
	06/28/16	CITY HALL VEHICLE CAR WASHES	2016-196	15.00	
			30.00		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Ar	Inv. Paid nount	Check * Amount Amou
				15.00		
	07/13/16	Total Check * Issued	 2016-196 133871	60.00	60.00) 120.00
	06/30/16	VEHICLE MAINT-CARWASH/DETAILS	2010	6-197	150.00	150.00
	07/04/16	VEHICLEMAINT-CARWASHIJE TAILS		16-198	135.00	135.00
	07/07/16	VEHICLEMAINT-CARWASHES/DETAILS		16-200	135.00	135.00
	07/11/16	VEHICLEMAINT-CARWASHES/DETAILS		16-201	135.00	135.00
	07/11/16	CAR WASH PACT	2016-202			
	07/21/16	Check * Issued	133994	-	30.00	30.00
	07/21/16	Check Issued	133994			585.00
	07/04/16	CITY HALL VEHICLE CAR WASHES	2017	-199	15.00	
				15.00		
				30.00		
		Total	2017-199	60.00	60.00)
	07/13/16	CITY HALL VEHICLE CAR WASHES	2017-	-203	15.00	
				30.00		
				15.00		
		Total	2017-203	60.00		•
	07/28/16	Check * Issued	134108			120.00
GOLDMAN, N	MICHAEL					
,	05/11/16	WATERSMART LANDSCAPES PROGRAM		1	500.00	500.00
	07/28/16	Check * Issued	134117			500.00
GOVERNME	NTJOBS.COM, INC	2				
0012	07/01/16	JUL16-JUN17 INSIGHT ENTERPRISE	INV17	986	5,500.00	5,500.00
	07/06/16	Check * Issued	133763		0,000.00	5,500.00
GHAFFIIIPF				44.0	0.000.00	0.000.00
	05/16/16	APR16 GRAFFITI REMOVAL SVC	9893-0		6,083.00	6,083.00
	06/30/16	MAY16 GRAFFITI REMOVAL SVC	9893-0		6,604.00	6,604.00
	06/30/16	JUN16 GRAFFITI REMOVAL SVC	9893-0	516	7,204.80	7,204.80
	07/13/16	Check * Issued	133872			19,891.80

GRANICUS

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc Number	./Inv. Inv. Amount	Paid Check * Amount Amount
	07/01/16	7/1/16-9/30/16 LEGISLATIVE MGT	76833	2,040.00	2,040.00
	07/01/16	7/1/16-9/30/16 MONTHLY SVC	76840	5,878.50	5,878.50
	07/06/16	Check * Issued	133764		7,918.50
GRANITE CC	ONSTR CO FILE73	3523			
	05/10/16	OLX-RET CVWD CONSTR SVC	974907	36,265.06	36,265.06
	07/13/16	Check * Issued	133873		36,265.06
GRAPHIC SC	OLUTIONS LTD.				
	06/30/16	JUN16 CITYWIDE SIGN PROGRAM	23470	5,960.15	5,960.15
	07/21/16	Check * Issued	133995		5,960.15
GRAVES & K	ING LLP				
	05/31/16	RE: CI1512	1605-0009804-02	1,893.68	1,893.68
	07/06/16	Check * Issued	133765		1,893.68
	06/30/16	RE: CI1512	1606-009804-03	4,229.19	4,229.19
	07/28/16	Check * Issued	134109		4,229.19
GREATER P	ALM SPRINGS CV	/B			
	04/01/16	4TH QRT FY15/15 TOT BILLING	13269-IN	5,729.00	5,729.00
	07/06/16	Check * Issued	133766		5,729.00
	07/01/16	1ST QTR FY1617 TOT BILLING	13316-IN	5,729.00	5,729.00
	07/13/16	Check * Issued	133874		5,729.00
GREEN DE B	ORTNOWSKY LL	P			
	06/30/16	LEGAL SVC MAY16	44545-A	9,270.60	9,270.60
	06/30/16	LEGAL SVC MAY16	44545-B	1,013.39	1,013.39
	06/30/16	LEGAL SVC MAY16	44546	67.50	67.50
	06/30/16	LEGAL SVC MAY16	44547	26.90	26.90
	06/30/16	LEGAL SVC MAY16	44548	94.08	94.08
	06/30/16	LEGAL SVC MAY16	44549	1,377.06	1,377.06
	06/30/16	LEGAL SVC MAY16	44550	1.12	1.12
	06/30/16	LEGAL SVC MAY16	44551	35.00	35.00
	06/30/16	LEGAL SVC MAY16	44552	1,882.78	1,882.78
	06/30/16	LEGAL SVC MAY16	44553	1,083.52	1,083.52
	06/30/16	LEGAL SVC MAY16	44554	337.50	337.50

	Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid Che	ck *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amoun	t Amount
	06/30/16	LEGAL SVC MAY16	44555	35.00	35.00	
	06/30/16	LEGAL SVC MAY16	44556			
	06/30/16	LEGAL SVC MAY16	44557			
	06/30/16	LEGAL SVC MAY16	44558			
	06/30/16	LEGAL SVC MAY16	44559			
	07/13/16	Check * Issued	133875	372.20	0 1 2.20	16,689.85
	AMERICA, LLC					
Grieen intr	06/30/16	JUN16 SERVICES PERFORMED		5591 46	5.00 46	5.00
	07/13/16	Check * Issued	133876			465.00
GRESHAM S	SAVAGE NOLAN &	TILDEN				
	06/30/16	JUN16 LEGAL SVCS	318329	2,130.00	2,130.00	
	07/13/16	Check * issued	133877	2,100.00	_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2,130.00
	06/30/16	JUN16 LEGAL SVCS	318791	2,660.00	2,660.00	
	07/21/16	Check * Issued	133996			2,660.00
GUYS & GAI	_S CAREER&SAFE	ТҮ АРР				
	06/16/16	SHIRT UNIFORMS&ALTERATIONS	з	5774 7	70.31 7	0.31
	07/06/16	Check * Issued	133767			70.31
HALO BRAN	DED SOLUTIONS					
	06/03/16	PROMOS W/CCPD IMPRINTS:BAGS	27	35023 3	392.54 3	92.54
	06/06/16	PROMOSW/CCPD IMPRINTS:BALLOONS		2736329	494.07	494.07
	06/08/16	PROMOS W/CCPD IMPRINTS:PENCILS	27	38800	459.72	459.72
	06/10/16	PROMOS W/CCPD IMPRINTS:RULERS	2	741150	504.20	504.20
	06/10/16	PROMOS W/CCPD IMPRINTS: JAR	274	1151 7	79.56 77	79.56
	07/06/16	Check * Issued	133768			2,630.09
HANSEN, CI	NDY					
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	(062916	600.00	600.00
	07/06/16	Check * Issued	133706			600.00
HAWLEY, SA	AMANTHA					
	06/30/16	FY15/16 WELLNESS REIMBURSEMENT	(063016	144.17	144.17
	07/28/16	Check * Issued	134084			144.17

l Supplier	nv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fr Number	nc./Inv. Inv Amount	v. Paid Check Amount	* Amount
HDL COREN &	CONF					
	06/30/16	2015-16 CAFR STATISTICS	23010-IN	645.00	645.00	
	07/28/16	Check * Issued	134110			645.00
HDL SOFTWAR	ELLO					
HUL SOFTWAR	07/01/16	7/1/16-6/30/17 BIZ LIC MAINT	33059-IN	6,356.50	6,356.50	
	07/06/16	Check * Issued	133769	0,000.00		6,356.50
	01100110		100/05			0,000.00
HENRY, STAN						
	06/30/16	6/21-24 LLC 2016 MILEAGE, MEALS	062116	238.06-		
			4	193.33		
		Total		255.27	255.27	
	07/28/16	Check * Issued	134087	200.27	200.27	255.27
			10100.			200127
HIGH RESOLUT						
	06/29/16	TOTE BAGS	5746	1,225.00	1,225.00	
	07/12/16	FY16/17 TRANSLATION SVCS	5748	2,400.00	2,400.00	0.005.00
	07/21/16	Check * Issued	133997			3,625.00
HILDERBRAND,	JUSTIN					
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	062	916 168	3.75 16	8.75
	07/06/16	Check * Issued	133720			168.75
HOME DEPOT (CREDIT SERVICE	ES				
	06/30/16	SUPPLIES-CIV CTR	7022251	10.91	10.91	
	06/29/16	SUPPLIES-FACILITIES	8010871	33.64	33.64	
	07/06/16	Check * Issued	133770			44.55
	07/06/40		1050100	15.00	45.00	
	07/06/16 05/16/16	SUPPLIES-FACILITIES SUPPLIES-FACILITIES	1052138 2592686	15.20 3.48	15.20 3.48	
	03/16/16	SUPPLIES	3232237	3.48 150.18	3.48 150.18	
	04/12/16	SUPPLEIS-FACILITIES	6051249	13.55	13.55	
	03/22/16	SUPPLIES-FACILITIES	7021855	357.80	357.80	
	04/21/16	SUPPLIES LLD17 PANORAMA PARK	70259			.15
	04/20/16	SUPPLIES	8620437	150.66	150.66	
	06/28/16	SUPPLIES-PW	9021851	73.19	73.19	

August	2,	20	16
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Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Che Amoun	
	07/13/16	Check * Issued	133878			785.21
HOQUE, PR	OKASH					
	06/24/16	WATERSMART LANDSCAPE PROGRAM		1	500.00	500.00
	07/21/16	Check * Issued	134024			500.00
IBM CORPO	RATION					
	07/04/16	PROF SVCS	8551398	619.20	619.20	
	07/21/16	Check * Issued	133998			619.20
ICMA RETIR	EMENT TRUST - 4	57				
	07/12/16	HR-PP14 07/12/16 ICMA	9002425	32,653.36	32,653.36	
	07/31/16	Check * Issued	9002430			32,653.36
	07/12/16	HR-PP14 07/12/16 ICMA 401(A)	9002427	2,325.00	2,325.00	
	07/31/16	Check * Issued	9002431			2,325.00
	07/26/16	HR-PP15 07/26/16 ICMA	9002442	58,303.40	58,303.40	
	07/31/16	Check * Issued	9002432			58,303.40
	07/26/16	HR-PP15 07/26/16 ICMA 401(A)	9002444	2,325.00	2,325.00	
	07/31/16	Check * Issued	9002433			2,325.00
IGNACIO GO	OMEZ STUDIO					
	07/18/16	PUBLIC ARTS SCULPTURE PROJECT	072	01601 17,	178.33	
			1	7,178.33-		
			1	7,178.33		
		Total	07201601	17,178.33	17,178.33	
	07/21/16	Check * Issued	133999			17,178.33
IMAGE-2000						
	06/30/16	04/01-06/30 Kyocera cpc	45351	35.73		
				35.73		
				35.74		
				284.44		
				35.73		
				35.74		

Inv./Chq. Date Supplier MM/DD/YY	Fnc. Description	Inv./Chq. Fnc Number	./Inv. Inv. F Amount	Paid Check * Amount Amount
		Hamber	Amount	Amount Amount
		44	7.50	
		27	3.60	
			3.60	
			3.60	
			3.60	
		49	5.92	
	Total	45351 2,5	00.93 2,5	00.93
07/13/16	Check * Issued	133879		2,500.93
INLAND FAIR HOUSING AND				
06/30/16	6/1-30 CDBG:FAIR HOUSING SVCS	12603	1,025.07	1,025.07
07/13/16	Check * Issued	133880	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,025.07
INTERSTATE BATTERY OF SC) CAL			
06/07/16	BATTERY-TAURUS	9908771	101.85	101.85
06/08/16	BATTERY	9908784	101.85	101.85
07/28/16	Check * Issued	134111		203.70
JARVIS COMPANY, THE				
07/10/16	HOLIDAY LTG INSTALLATION DEP	963	3,793.75	3,793.75
07/21/16	Check * Issued	134000		3,793.75
JAS PACIFIC 06/30/16	6/1-6/15 CONTRACT SVCS	BI 12219	5,580.00	5,580.00
06/30/16	6/16-6/30 CONTRACT SVCS	BI 12220	5,580.00	5,580.00
07/21/16	Check * Issued	134001	_,	11,160.00
JESSUP AUTO PLAZA				
06/06/16	VEHICLE MAINT&REPAIRS #D45	6089323/1	125.00	125.00
07/21/16	Check * Issued	134002		125.00
JIMENEZ, AL				
04/19/16	03/20-04/19 REIMB CELL PHONE	041916	45.00	45.00
05/19/16	04/20-05/19 REIMB CELL PHONE	051916	45.00	45.00
06/19/16	05/20-06/19 REIMB CELL PHONE	061916	45.00	45.00
07/28/16	Check * Issued	134091		135.00

	Inv./Chq. Date		Inv./Chq. Fnc./I	nv. Inv. Pa	id Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
JIMMY'S EQU	UIPMENT				
	06/06/16	EQUIPMENT MAINTENANCE	51197	127.97	127.97
	06/10/16	EQUIP SHARPEN-CHAIN	51242	28.71	28.71
	06/14/16	VEHICLE MAINT-TRACTOR	51243	56.25	56.25
	06/30/16	EQUIPMENT MAINTENANCE	51323	176.80	176.80
	07/13/16	Check * Issued	133881		389.73
	06/30/16	EQUIPMENT MAINTENANCE	51322	201.78	201.78
	06/30/16	VEHICLE MAINT-TRACTOR	51325	609.16	609.16
	07/07/16	VEHICLE REPAIR-M4	51352	127.62	127.62
	07/21/16	Check * Issued	134003		938.56
JJJ ENTERPI	RISES				
	07/01/16	7/1/16 ALARM-PRKG GARAGE	69730	120.00	120.00
	07/06/16	Check * Issued	133771		120.00
JOBS AVAIL					
	07/01/16	SUBSCRIPTION	070116	45.00	45.00
	07/06/16	Check * Issued	133772		45.00
JP TREE CAR	RE				
	07/01/16	JUL16 LIBRARY MAINT	12198	450.00	450.00
	07/21/16	Check * Issued	134005		450.00
KAPLAN, SHI	ELLEY				
	07/11/16	7/11 LOCC GEN MTG EASTVILLE -	071116	80.00	80.00
	07/21/16	Check * Issued	133953		80.00
	06/30/16	6/22-23 LCC 2016 MEALS	062116	6.92	6.92
	07/28/16	Check * Issued	134085		6.92
KIDD, NATHA	AN				
,	06/30/16	FY15/16 TUITION REIMBURSEMENT	063016	220.00	220.00
	07/28/16	Check * Issued	134082		220.00

KONICA MINOLTA - LEASE

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fr Number	nc./Inv. Inv Amount	r. Paid Check Amount	* Amount
	06/11/16 07/06/16	JUN16 C224E LSE EPACT Check * Issued	28716030 133773	152.60	152.60	152.60
	07/04/16 07/21/16	7/29 C554E LSE - DET Check * Issued	28819335 134007	235.44	235.44	235.44
KONICA MI	NOLTA BUS.SOLU	TIONS				
	06/03/16	5/4-6/3 C554E SUPPLY DET	9002473867	213.58	213.58	
	07/06/16	Check * Issued	133774			213.58
	06/30/16	6/1-6/30 C552 & C554E SUPPLY	9002545808	223.15 165.55		
		Total	9002545808	388.70	388.70	
	06/30/16	6/4-7/3 C554E SUPPLY SVC	9002559131	172.71	172.71	
	07/21/16	Check * Issued	134008			561.41
KONICA MI	OLTA PREMIER					
	07/01/16	7/1-7/30/2016 MRU 100-10071059	50395905	180.94	180.94	
	07/06/16	Check * Issued	133775			180.94
KRONOS IN	CORPORATED					
	06/29/16	PROFESSIONAL SVC	11071362	467.50	467.50	
	07/21/16	Check * Issued	134009			467.50
	07/01/16	7/1/16-6/16/17 TELESTAFF SVCS	11052374	2,064.67	2,064.67	
	04/29/16	6/17-6/30 TELESTAFF SVCS	11052374-A	82.59	82.59	
	07/28/16	Check * Issued	134115		2	2,147.26
LAWRENCE	, MARK					
	06/24/16	WATERSMART LANDSCAPE PROGRAM		1 50	0.00 5	00.00
	07/21/16	Check * Issued	134017			500.00
LEAGUE OF	CALIFORNIA CIT	IES				
	07/01/16	7/11 RIV CO LOCC MTG	071116	125.00		
				25.00		
		Total	071116	150.00	150.00	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./ Number	inv. Inv. Pa Amount	aid Check Amount	* Amour
	07/06/16	Check * Issued	133776			150.00
LEGAL DOCL	JMENT SPECIALIS	ST				
	06/09/16	PROCESS SERVICE	66618	32.00	32.00	
	06/08/16	PROCESS SERVICE	66619	32.00	32.00	
	06/09/16	PROCESS SERVICE	66630	32.00	32.00	
	06/09/16	PROCESS SERVICE	66637	32.00	32.00	
	07/13/16	Check * Issued	133885			128.00
	06/15/16	PROCESS SERVICE	66338	32.00	32.00	
	06/10/16	PROCESS SERVICE	66616	32.00	32.00	
	06/15/16	PROCESS SERVICE	66617	32.00	32.00	
	06/13/16	PROCESS SERVICE	66625	32.00	32.00	
	06/13/16	PROCESS SERVICE	66627	32.00	32.00	
	06/29/16	PROCESS SERVICE	66632	32.00	32.00	
	06/13/16	PROCESS SERVICE	66635	32.00	32.00	
	06/17/16	PROCESS SERVICE	66862	32.00	32.00	
	06/24/16	PROCESS SERVICE	66922	32.00	32.00	
	06/21/16	PROCESS SERVICE	66924	32.00	32.00	
	06/29/16	PROCESS SERVICE	66944	32.00	32.00	
	06/30/16	PROCESS SERVICE	66945	32.00	32.00	
	07/21/16	Check * Issued	134010			384.00
LEIVA, KIMBE	-BLY					
	05/23/16	234679 DEPOSIT REFUND	234679	100.00	100.00	
	07/21/16	Check * Issued	134006	100.00	100.00	100.00
	RISK SOLUTIONS					
LEMOREMOT	06/30/16	JUN16 ACCURINT SUBSCRIPTION	1492694-20160630) 127.50	105	7.50
	07/21/16	Check * Issued	134011	, 127.30	121	127.50
	0.72.1,10		104011			127.50
LIEBERT CAS	SIDY WHITMORE	<u>.</u>				
	07/01/16	JUL16-JUN17 CONSOTIUM FEE	1421374	5,260.50	5,260.50)
	05/31/16	CA180 00001	1421768	367.00	367.00	
	07/06/16	Check * Issued	133777		5	5,627.50
LIFE ASSIST,	INC					
.,	04/25/16	MEDICAL EQUIPMENT (PARAMEDIC)	749408	13.21-		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fr Number	ic./Inv. Inv. Amount	Paid Check * Amount Amount
				37.20 26.42-	
		Total	749408 2	,797.57 2,	797.57
	06/23/16	MEDICAL SUPPLIES (PARAMEDIC)	75670		
				08.35 21.65-	
		Total	756708 2	,275.87 2,	275.87
	06/24/16	MEDICAL SUPPLIES (PARAMEDIC)	756760	3 232.26	232.26
	07/13/16	Check * Issued	133886		5,305.70
	06/30/16	MEDICAL SUPPLIES (PARAMEDIC)	757443	3 131.86	131.86
	07/21/16	Check * Issued	134012		131.86
LINCOLN NA	ATIONAL LIFE INS	. CO.			
	07/01/16	JUL16 GROUP LIFE & AD&D INS	3266516973	18,206.72	18,206.72
	07/06/16	Check * Issued	133778		18,206.72
LN CURTIS	& SONS				
	06/16/16	VALVE SHUTOFF	INV33086	878.28	878.28
	07/13/16	Check * Issued	133887		878.28
LOWE'S HO	ME IMPROVEMEN	т			
	06/20/16	SUPPLIES-PW	923556	75.10	75.10
	03/21/16	SUPPLIES	923983	300.66	300.66
	05/13/16	SUPPLIES	924077	34.31	34.31
	06/23/16	SUPPLIES-TOWNSQUARE	924248-6	3 4.45	4.45
	06/11/16	SUPPLIES-STA 413	924278	24.51	24.51
	06/20/16	SUPPLIES-E PALM CYN	924371-B	38.06	38.06
	06/20/16	SUPPLIES-E PALM SYN	924421-B	22.83	22.83
	06/01/16	SUPPLIES	924434	57.90	57.90
	06/24/16	SUPPLIES-E PALM CYN	924575-B	27.45	27.45
	05/08/16	SUPPLIES-BATTERIES	924657	172.34	172.34
	06/09/16	SUPPLIES-STA 412	924702	266.76	266.76
	06/09/16	SUPPLIES-STA 412	924742-B	29.41	29.41
	05/31/16	SUPPLIES-GARDEN	924931	11.11	11.11
	02/29/16	SUPPLIES	943387	51.50	51.50
	03/09/16	SUPPLIES	943482-B	178.40	178.40
	07/13/16	Check * Issued	133888		1,294.79

07/06/16

Check * Issued

Demand Register - July 2016 August 2, 2016

6,908.17

	Inv./Chq. Date		Inv./Chq. Fnc./I	nv. Inv. Paio	d Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
	06/29/16	SUPPLIES FOR STREET SIGNS-PERE	91450	60.75	60.75
	07/05/16	SUPPLIES-E PALM CYN	924280-B	17.40	17.40
	07/07/16	SUPPLIES-E PALM CYN	924878-B	40.48	40.48
	07/01/16	SUPPLIES-PW	943534	20.69	20.69
	07/21/16	Check * Issued	134013		139.32
LUKES, LEISA					
	07/13/16	FY16/17 WELLNESS REIMBURSEMENT	071316	600.00	600.00
	07/21/16	Check * Issued	133946		600.00
LUNA, ALFRE			0500 (0 D	0.40.00	
	05/30/16	5/30-6/3 GANG CONFR TRAV EXP	053016-B	648.00-	
			766.	48	
		Total	053016-B 11	 8.48 118	.48
	07/28/16	Check * Issued	134056		118.48
LVC MASTER	ASSOCIATION				
	07/01/16	AUG16 LLD9 LA PASADA LANDSCAPE	FY17-02001	770.00	770.00
	07/21/16	Check * Issued	134014		770.00
M.D. MONTEZ	06/20/16	06/21 ABATEMENT SVCS	167-2016	580.00	580.00
	06/28/16	06/27 ABATEMENT SVCS	169-2016	430.00	430.00
	06/28/16	06/27 ABATEMENT SVCS	170-2016	240.00	240.00
	07/21/16	Check * Issued	134015	240.00	1,250.00
	07/21/10	Check issued	134015		1,200.00
MARIPOSA LA	NDSCAPES, INC.				
	06/30/16	JUN16 LANDSCAPE MAINTENANCE	73170	278.46	
			5,306.	70	
		Total	73170 5,585		16
	06/20/16	REMOVE BLOW SAND@30TH SW CRNR	7318		280.00
	06/20/16	WATERLINE REPAIR	73189	398.65	398.65
	06/20/16	WATERLINE&IRRIGVALVEREPAIR EPC	73190	644.36	644.36
	A=/2 = / / A				

133779

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. Pa Amount	id Check * Amount Amount
MAYNOR, DC	NALD H.				
	06/13/16	UUT LEGAL SVCS APR-JUN16	DHM 7386	1,875.00	1,875.00
	07/06/16	Check * Issued	133753		1,875.00
MCCI, LLC					
	07/01/16	7/25/16-7/24/17 LASERFISCHE	8802	1,925.70	1,925.70
	07/06/16	Check * Issued	133780		1,925.70
MDG ASSOCI	ATES, INC.				
	06/30/16	FEB-JUN16 CDBG TECH ASSIST	11352	112.50	112.50
	07/28/16	Check * Issued	134116		112.50
MELENDEZ, F	RICHARD				
	07/01/16	7/9 POSTSUB ETHICS&LEADERSHIP	070916	128.00	128.00
	07/06/16	Check * Issued	133724		128.00
MENDOZA, JO	DSE				
	05/25/16	WATERSMART LANDSCAPE PROGRAM		1 500.00	500.00
	07/21/16	Check * Issued	134004		500.00
METLIFE					
	07/01/16	JUN16 DENTAL/VISION PLAN	25116314	21,946.68	21,946.68
	07/06/16	Check * Issued	133782		21,946.68
MEZA, JOSIE					
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	06291	6 33.25	33.25
	07/06/16	Check * Issued	133719		33.25
MILOS, PATRI	СК				
	05/16/16	04/13-05/12 REIMB CELL PHONE	051616	45.00	45.00
	06/16/16	05/13-06/12 REIMB CELL PHONE	061616	45.00	45.00
	07/13/16	Check * Issued	133894		90.00

MISSION LINEN SUPPLY

Supplier MOHICA TOWIN	MM/DD/YY 06/14/16 06/28/16 07/06/16 07/05/16 07/12/16 07/21/16 G, INC. 07/07/16 07/28/16	Fnc. Description LNEN SUPPLIES FOR JAIL LINEN SUPPLIES FOR JAIL LINEN SUPPLIES FOR JAIL Check * Issued LINEN SUPPLIES FOR JAIL LINEN SUPPLIES FOR JAIL Check * Issued ABANDONED VEHICLE ABATEMENT Check * Issued	Number 502686843 502734320 502778839 133784 502825702 502877408 134018		944.45 44.45 44.45 44.45 44.45	Amount 44.45 44.45 44.45 44.45 44.45	Amount 133.35 88.90
MOHICA TOWIN	06/21/16 06/28/16 07/06/16 07/05/16 07/12/16 07/21/16 G, INC. 07/07/16	LINEN SUPPLEIS FOR JAIL LINEN SUPPLIES FOR JAIL Check * Issued LINEN SUPPLIES FOR JAIL LINEN SUPPLEIS FOR JAIL Check * Issued	502734320 502778839 133784 502825702 502877408 134018		44.45 44.45 44.45	44.45 44.45 44.45	
MOHICA TOWIN	06/28/16 07/06/16 07/05/16 07/12/16 07/21/16 07/21/16	LINEN SUPPLIES FOR JAIL Check * Issued LINEN SUPPLIES FOR JAIL LINEN SUPPLEIS FOR JAIL Check * Issued	502778839 133784 502825702 502877408 134018	· · · ·	44.45 44.45	44.45 44.45	
MOHICA TOWIN	07/06/16 07/05/16 07/12/16 07/21/16 G, INC. 07/07/16	Check * Issued LINEN SUPPLIES FOR JAIL LINEN SUPPLEIS FOR JAIL Check * Issued	133784 502825702 502877408 134018	! 4	14.45	44.45	
MOHICA TOWIN	07/05/16 07/12/16 07/21/16 G, INC. 07/07/16	LINEN SUPPLIES FOR JAIL LINEN SUPPLEIS FOR JAIL Check * Issued ABANDONED VEHICLE ABATEMENT	502825702 502877408 134018				
MOHICA TOWIN	07/12/16 07/21/16 G, INC. 07/07/16	LINEN SUPPLEIS FOR JAIL Check * Issued ABANDONED VEHICLE ABATEMENT	502877408 134018				88.90
MOHICA TOWIN	07/21/16 G, INC. 07/07/16	Check * Issued ABANDONED VEHICLE ABATEMENT	134018	. 4	44.45	44.45	88.90
MOHICA TOWIN	G, INC. 07/07/16	ABANDONED VEHICLE ABATEMENT					88.90
MOHICA TOWIN	07/07/16		3				
	07/07/16		3				
	07/28/16	Check * Issued		6950	2,450.00	2,450	.00
			134119			2	,450.00
MOLINA, MELIS	SA						
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	06	62916	166.35	166	6.35
	07/06/16	Check * Issued	133781				166.35
MOSS, EARL							
	06/14/16	REIMB MTG W/SALES REP	061416	6	87.00	87.00	
	07/06/16	Check * Issued	133711				87.00
MOTOPORT US	Ą						
	06/13/16	ALTERATION SVCS CCPD	14459	2	74.94	74.94	
	07/06/16	Check * Issued	133785				74.94
MRC ENGINEER	ING INC						
	06/27/16	POWER PROJECT UPGRADES	6	157	2,300.00	2,300.0	00
	07/06/16	Check * Issued	133786			2	,300.00
	06/30/16	POWER PROJECT UPGRADE		196	1,000.00	1,000.0	
	07/13/16	Check * Issued	133889			1	,000.00
MSA CONSULTII	NG						
	06/30/16	VCECI DESIGN & VCWCI DESIGN	2308.001-0 2	02 2 ,000.00	,000.00		
		Total	2308.001-02	4,000.00	4,000.	00	

Inv./Chq. Dat Supplier MM/DD/Y		Inv./Chq. Fnc./Ir Number	nv. Inv. Pa Amount	id Check * Amount Amount
07/13/16	Check * Issued	133890		4,000.00
MUHR, JOHN				
05/21/16	4/28-5/27 CELL SVC	737386067-1605	45.00	45.00
06/20/16	5/28-6/27 CELL SVC	737386067-1606	45.00	45.00
07/13/16	Check * Issued	133883		90.00
MUNISERVICES, LLC				
06/13/16	UUT LEGAL SVCS APR-JUN16	41909	2,348.11	2,348.11
07/06/16	Check * Issued	133787		2,348.11
MUZAK LLC				
06/29/16	TECH SVCS-COUNCIL AUDIO	3701090	250.00	250.00
07/21/16	Check * Issued	134019		250.00
MVR CONSULTING				
06/30/16	PRJ ADMIN SVCS	63020161	840.00	840.00
07/06/16	Check * Issued	133788		840.00
NAI CONSULTING, INC.				
06/30/16	JUN16 PROF ENG SVCS	14-36 7,671.	560.00 75	
07/10/10	Total	14-36 8,231	.75 8,231	
07/13/16	Check * Issued	133891		8,231.75
NAPA AUTO PARTS		0.47400	44.45	44 AF
06/28/16	VEHICLE MAINT-WIPER BLADES Check * Issued	347483	44.45	44.45
07/06/16		133789		44.45
06/11/16	FLEET SUPPLIES-STA 413	345113	33.53	33.53
06/22/16	FLEET SUPPLIES-STA 411	346667	36.34	36.34
07/13/16	Check * Issued	133892		69.87
NATIONAL EMBLEM				
06/06/16	CCP UNIFORM HASHMARKS	368590	98.10	98.10

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Augu	ist 2, 2	2016	

	Inv./Chq. Date		Inv./Chq. Fnc./In	v. Inv. Paid	Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	06/06/16	CCPD SERGEANT UNIFORM PATCH	368592	89.75	89.75
	06/07/16	CCPD COPS UNIFORM SHIRTPATCHES	368614	300.12	300.12
	06/21/16	CCPD CORPORAL CHEVRON	368822	245.62	245.62
	06/21/16	CCPD C.O.P. UNIFORM BADGES	368825	283.77	283.77
	07/06/16	Check * Issued	133790	203.77	1,017.36
	07700/10	CITCON ISSUED	100700		1,017.30
NATIONWIDE	RETIREMENT S	SOLUTION			
	07/12/16	HR-PP14 07/12/16 NATIONWIDE RE	9002426	18,684.55	18,684.55
	07/31/16	Check * Issued	9002434		18,684.55
	07/26/16	HR-PP15 07/26/16 NATIONWIDE RE	9002443	32,817.73	32,817.73
	07/31/16	Check * Issued	9002435		32,817.73
NEXT LEVEL D	OOR & MILLW	ORK INC			
	07/05/16	DEPOSIT-INSTALL DOOR STA 412	070516	234.00	234.00
	07/06/16	Check * Issued	133791		234.00
NITAO, SHAWI	,				
NITAO, SHAWI	07/13/16	FY16/17 WELLNESS REIMBURSEMENT	071316	138.92	138.92
	07/21/16	Check * Issued	133952	130.92	138.92
	0//21/10	Check Issueu	133952		136.92
NOLAZCO, RO	DOLFO IZQUIE	RDO			
	06/27/16	WATERSMART LANDSCAPES PROGRAM	1	500.00	500.00
	07/28/16	Check * Issued	134125		500.00
NORRIS, TON	1				
	06/21/16	WATERSMART LANDSCAPES PROGRAM	1	500.00	500.00
	07/28/16	Check * Issued	134131		500.00
OFFICE TEAM					
	04/25/16	FD-TEMP EMPLOYEE THRU 4/22	45607628	693.76	693.76
	07/28/16	Check * Issued	134137		693.76
PALM SPRING	S AUTO GLASS	S & TINT			
	07/13/16	REPLACE DMGD WINDSHIELD #D40	48712	240.87	240.87
	07/21/16	Check * Issued	134020		240.87

Inv./Chq. Date Supplier MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./Inv Number	v. Inv. Paic Amount	d Check * Amount Amount
PALM SPRINGS FIRE DEPT				
07/05/16	FY1617 LEASE AGREEMNT-EDOMHILL	G003001101	3,000.00	3,000.00
07/13/16	Check * Issued	133893		3,000.00
PALM SPRINGS MOTORS, INC.				
05/12/16	CREDIT ISSUED AFTER PMT MADE	408934-1	16.96-	16.96-
06/09/16	VEHICLE MAINT&REPAIRS #C74-08	411238	315.60	315.60
06/10/16	VEHICLE MAINT&REPAIRS #C71-07	411356	300.48	300.48
06/10/16	VEHICLE MAINT&REPAIRS #C18-14	411445	233.35	233.35
06/09/16	VEHICLE MAINT&REPAIRS #C22-16	411532	49.38	49.38
06/14/16	VEHICLE MAINT&REPAIRS #C70-07	411767	911.68	911.68
06/15/16	VEHICLE MAINT&REPAIRS #C77-09	411906	391.09	391.09
06/17/16	VEHICLE MAINT&REPAIRS #D48	412124	183.41	183.41
06/21/16	VEHICLE MAINT&REPAIRS #C12-11	412150	1,154.93	1,154.93
06/27/16	VEHICLE MAINT&REPAIRS #D35	412909	926.17	926.17
06/28/16	VEHICLE MAINT&REPAIRS #C20-14	412993	129.35	129.35
06/29/16	VEHICLE MAINT&REPAIRS #D25	413073	1,021.11	1,021.11
06/29/16	VEHICLE MAINT&REPAIRS #C16-14	413146	172.93	172.93
07/06/16	Check * Issued	133792		5,772.52
03/11/16	CREDIT-BILLED IN ERROR	398799-CR	793.14-	793.14-
06/07/16	CREDIT-INV ADJ AFTER PMT MADE	411179-CR	16.96-	16.96-
06/10/16	CREDIT-INV ADJ AFTER PMT MAD3E	411532-CR	16.96-	16.96-
06/20/16	VEHICLE MAINT&REPAIRS #C24-16	412045	60.00	60.00
06/29/16	VEHICLE MAINT&REPAIRS #C16-14	413081	64.38	64.38
06/29/16	VEHICLE MAINT&REPAIRS #D36	413120	169.35	169.35
07/01/16	VEHICLE MAINT & REPAIRS #D47	413209	1,171.66	1,171.66
06/30/16	VEHICLE MAINT&REPAIRS #C14-14	413308	28.43	28.43
07/06/16	VEHICLE MAINT & REPAIRS #D2	413765	16.39	16.39
07/08/16	VEHICLE MAINT-M15	796424	572.90	572.90
07/08/16	VEHICLE MAINT-M15	796429	124.41-	124.41-
07/21/16	Check * Issued	134021		1,131.64
PARKHOUSE TIRE INC.				
06/03/16	VEHICLE MAINT&REPAIRS #C23-16	2030145321	622.75	622.75
06/07/16	VEHICLE MAINT&REPAIRS #D25	2030145413	476.81	476.81
06/08/16	VEHICLE MAINT&REPAIRS #C14,C18	2030145468	302.47	302.47
06/16/16	VEHICLE MAINT&REPAIRS #C72-07	2030145630	140.11	140.11
07/06/16	Check * issued	133793		1,542.14

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv. Inv. Paid Check * Number Amount Amount Amount Amoun
	06/09/16 06/27/16 06/30/16 07/28/16	CASING CREDIT VEHICLE MAINT-TIRES C20 VEHICLE MAINT-TIRES C14, C16 Check * Issued	2030145493145.00-145.00-2030146047165.22165.222030146213332.36332.36134120352.58
PAUL ASSO	CIATES		
	06/26/16	PRINTING SVC-PATIENT CARE RPTS	80800 14.92- 1,675.18
	07/13/16	Total Check * Issued	80800 1,660.26 1,660.26 133895 1,660.26
PAYCHEX M	IAJOR MARKET SE	RVICES	
	07/07/16	PAYROLL FEES: 479-M252	284073 862.56 862.56
	07/13/16	Check * Issued	133896 862.56
PAYCHEX-T	AXES		
	07/12/16	HR-PP14 07/12/16 TAXES	9002424 95,783.25 21,086.50 1,486.24 35,655.89
		Total	9002424 154,011.88 154,011.88
	07/31/16	Check * Issued	9002436 154,011.88
	07/26/16	HR-PP15 07/26/16 TAXES	9002441 109,369.87 25,398.18 1,300.87 44,519.86
		Total	9002441 180,588.78 180,588.78
	07/31/16	Check * Issued	9002437 180,588.78
PERMIT RUN	NER		
	06/15/16	REFUND B16-1296 31410 AVE EL	234888 9.00 1.00 177.50
		Total	234888 187.50 187.50

August	2,	2016
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Inv./Chq. Date Supplier MM/DD/YY F	nc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. Pai Amount	id Check * Amount Amount
07/13/16	Check * Issued	133897		187.50
PETERSON, MICHAEL JOHN				
06/30/16	6/12-21 GRANTDVLPMNTACTIVITIES	072116	1,125.00	1,125.00
07/28/16	Check * Issued	134118		1,125.00
PETTIS, GREGORY S.				
06/29/16	FY1516 WELLNESS REIMBURSEMENT	06291	6 134.96	134.96
07/06/16	Check * Issued	133715		134.96
05/22/16	5/22-24 ICSC RECON REG,HOTEL	052216	44.00	44.00
07/13/16	Check * Issued	133827		44.00
06/30/16	GP SCAG REIMB BAL 06/30/16	063016	1,445.51	1,445.51
07/28/16	Check * Issued	134077	,	1,445.51
PETTY CASH - ANDY DIAZ				
06/30/16	PETTY CASH REIMBURSEMENT	063016	45.00	45.00
07/21/16	Check * Issued	133947		45.00
PETTY CASH - GALINA HARVEY	,			
06/30/16	PETTY CASH REIMBURSEMENT	070716	50.38	
	Total	070716	52.83 52	.83
07/13/16	Check * Issued	133828		52.83
PETTY CASH - JUDY WILLIAMS				
06/30/16	6/30/16 PETTY CASH REIMBURSEMT	063016	66.37	
		182	2.59	
		74	l.21	
			.01-	
	Total	063016 3	 23.16 323	3.16
07/28/16	Check * Issued	134083		323.16

PIN CENTER, THE

Inv./Chq. Date Supplier MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paic Amount	I Check * Amount Amount
07/01/16	35TH ANNIVERSARY LAPEL PINS	0616008	507.50	507.50
07/06/16	Check * Issued	133794		507.50
PITNEY BOWES INC.				
06/30/16	4/1-6/30 NONDEP MAILMETER RENT	1000916672	209.28	209.28
07/06/16	Check * Issued	133795		209.28
PITNEY BOWES RESERVE A	CCOUNT			
07/07/16	REFILL POSTAGE METER	9002422	5,000.00	5,000.00
07/31/16	Check * Issued	9002438		5,000.00
PLANIT REPROGRAPHICS SY	YSTEMS			
06/20/16	DPBW PLANS	73128	571.82	571.82
07/13/16	Check * Issued	133898		571.82
PRAXAIR DISTRIBUTIONS				
06/07/16	OXYGEN SUPPLIES, PARAMEDIC	55298101	160.73	160.73
06/20/16	OXYGEN SUPPLIES, PARAMEDIC	55352390	204.65	204.65
07/13/16	Check * Issued	133899		365.38
05/24/16	OXYGEN SUPPLIES, PARAMEDIC	55259704	160.73	160.73
07/28/16	Check * Issued	134121		160.73
PRECISION ULTRASOUND				
07/12/16	CCPFA/CCFMA ANNUALFITNESSTESTG	7122016	375.00	375.00
07/21/16	Check * Issued	134022		375.00
PREMIER SECURITY INC.				
07/06/16	JUL-SEP16 FIREALARM SVC	R10727	357.00	357.00
07/28/16	Check * Issued	134122		357.00
PRISTINE UNIFORMS, LLC				
06/10/16	UNIFORMS, EQUIP, SUPPLIES-CCPD	3019 38.1	.35- 4	
	Total	3019 37.	 79 37.7	79

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. An	Inv. Paid nount A	Check * Amount Amount
	06/17/16	PD RECRUIT ACADEMY REQUIREMNTS		3045 107.84	.54-	
		Total	3045	107.30		
	06/17/16	PD RECRUIT ACADEMY REQUIREMNTS		3047	52.00	52.00
	07/06/16	Check * Issued	133796			197.09
PROFORMA	SOCAL					
	06/20/16	INSPECTION RECORD	0H490056	671	805.99	805.99
	07/21/16	Check * Issued	134023			805.99
PRUDENTIA	L OVERALL SUPP	LY				
	06/28/16	JANITORIAL SUPPLIES	22266378	3	74.15	74.15
	06/28/16	GROUNDS UNIFORM RENTALS	2226	66379	56.89	56.89
	06/28/16	STREETS UNIFORM RENTALS	2226	6380	102.21	102.21
	07/05/16	GROUNDS UNIFORM RENTALS	2226	69885	56.89	56.89
	07/05/16	STREETS UNIFORM RENTALS	22269	9886	102.21	102.21
	07/13/16	Check * Issued	133900			392.35
	07/12/16	JANITORIAL SUPPLIES	22273348	3	133.72	133.72
	07/12/16	GROUNDS UNIFORM RENTALS	2227	73349	56.89	56.89
	07/12/16	STREETS UNIFORM RENTALS	2227:	3350	102.21	102.21
	07/21/16	Check * Issued	134025			292.82
PS TREE SE	RVICE & MAINTEN	NANCE				
	06/28/16	INSTALLCONCRETEDINAHSHORBRIDGE		1318	975.00	975.00
	07/06/16	Check * Issued	133797			975.00
	06/24/16	REMOVEASPHALT&CONCRETE@ROUNDU	P	131	0 4,900.00	900.00
	06/30/16	TRIMTREESPLANTS,SPRINKLERMAINT		1323	1,975.00	1,975.00
	06/30/16	GEN CLEANUP CARMELA&VISTACHINO		1324	550.00	550.00
	06/30/16	GEN CLEANUP VISTACHINO MEDIAN		1325	550.00	550.00
	06/30/16	GEN CLEANUP CYPRESS RET BASIN		1326	550.00	550.00
	07/13/16	Check * Issued	133901			8,525.00
	07/01/16	INSTALL CUTTER LINE@ROUNDUP RD		1328	2,687.50	2,687.50
	07/05/16	INSTALLCEMENTDINAHSHOREWALKWAY		1329	1,375.00	1,375.00
	07/05/16	INSTALL CONCRETE@ROUND UP RD		1330	4,600.00	4,600.00
	07/05/16	TRIM TREES @ CYPRESS RETENTION		1331	1,463.00	1,463.00
	07/07/16	GENERAL CLEANUP @ VAQUERO		1332	950.00	950.00

	Inv./Chq. Date		Inv./Chq. Fnc	./inv. Inv. P	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	07/12/16	STA 413 TRIM TREES	1335	1,250.00	1,250.00
	07/12/16	GENERAL CLEANUP&HERBICIDE	1338	4,875.00	4,875.00
	07/21/16	Check * Issued	134026		17,200.50
PUBLIC ENT	ITY RISK MANAGI	EMENT			
	07/01/16	FY16/17 GEN LIABILITY DEP PREM	070116-A	294,982.00	294,982.00
	07/01/16	FY 16/17 WRKR'S COMP DEP PREM	070116-B	272,074.25	272,074.25
	07/01/16	FY 16/17 ERMA DEPOSIT PREM	070116-C	75,785.00	75,785.00
	07/06/16	Check * Issued	133798		642,841.25
PUBLIC SAFI	ETY SOFTWARE (GROUP			
	07/01/16	JUL16-JUN17 VIMS SOFTWARE	051216	324.00	324.00
	07/06/16	Check * Issued	133799		324.00
	NICATIONS, INC.				
	06/14/16	MOTORCYCLE HELMET	120575	1,092.45	1,092.45
	07/21/16	Check * Issued	134027	1,002.40	1,092.45
					.,
QUALITY CO	DE PUBLISHING I				
	06/30/16	MUNICODE UPDATE	2016-267	212.78-	
			3,42		
				4.18-	
			28	3.37-	
		Total	2016-267 3,1	70.62 3,17	70.62
	07/21/16	MUNICIPAL CODE UPDATE SVC	2016-267-B	145.00	145.00
	07/28/16	Check * Issued	134123		3,315.62
QUALITY STR	REET SERVICE				
	07/10/16	SWEEPING SVCS-PARKING GARAGE	1993	8 495.00	495.00
	07/13/16	Check * Issued	133902	100.00	495.00
QUINTANILLA					
	06/30/16	FY1516 WELLNESS REIMBURSEMENT	06301	16 470.37	470.37
	07/06/16	Check * Issued	133705		470.37
			· · · -		.,

Supplier	Inv./Chq. Date MM/DD/YY I	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paic Amount	d Check * Amount Amount
RAMSAY GRC	UP				
	06/26/16	CDBG:ASSESSMENT OF FAIRHOUSING	001	4,230.00	4,230.00
	07/13/16	Check * Issued	133903	.,	4,230.00
RIESS, KAREN	07/21/16	REFUND BAL ON CLOSED ACCT	010074	7.00	7.00
	07/28/16	Check * Issued	012274 134114	7.00	7.00 7.00
	07720/10	Oneck issued	104114		7.00
RIOS, RAUL	06/13/16	234870 DEPOSIT REFUND	234870	100.00	100.00
	07/28/16	Check * Issued	134124	100.00	100.00
	07720710		104124		100.00
RIV CNTY AUE	DITOR CONTROL	LER			
	07/01/16	LAFCO FY17 FEES	AC000001400	6,289.95	6,289.95
	07/13/16	Check * Issued	133904		6,289.95
RIVERSIDE CN	NTY RECORDER,				
	05/02/16	MAY16 RECORDING FEES	16-137698	69.00	69.00
	05/02/16		16-137771	23.00	23.00
	05/04/16 05/05/16		16-140599	23.00	23.00
	05/05/16	MAY16 RECORDING FEES MAY16 RECORDING FEES	16-141647 16-141783	46.00	46.00
	05/09/16	MAY16 RECORDING FEES		69.00	69.00
	05/18/16	MAY16 RECORDING FEES	16-145287 16-157366	46.00 46.00	46.00 46.00
	05/23/16	MAY16 RECORDING FEES	16-163357	161.00	161.00
	05/24/16	RECORDING FEES	16-164143	23.00	23.00
	05/27/16	RECORDING FEES	16-169983	69.00	69.00
	07/13/16	Check * Issued	133905	00.00	575.00
RIVERSIDE CO	DMMUNITY COLL	EGE			
	06/10/16	POSTNRTUITION-BASICTRNGACADEMY	2016/1163	1,794.00	1,794.00
	07/06/16	Check * Issued	133800		1,794.00
	OUNTY SHERIFF	NEDT			
nivenoide Ul	07/01/16	8/2-4 POSTNRTUIT PERISHABLE	080216	160.00	160.00
	07/06/16	Check * Issued	133725	100.00	160.00
					100.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fn Number	c./Inv. Inv. Amount	Paid Check * Amount Amount
ROBLES, MAR	٦К				
	07/25/16 07/28/16	7/18-22 POST REIMB MILEAGE- Check * Issued	071816-B 134081	354.21	354.21 354.21
RODRIGUEZ,	EFRAIN				
	06/30/16	FY1516 WELLNESS REIMBURSEMENT	0630	016 171.	83 171.83
	07/06/16	Check * Issued	133712		171.83
RODRIGUEZ,	LORRAINE				
	06/29/16	FY1516 WELLNESS REIMBURSEMENT	0629	916 400.0	400.00
	07/06/16	Check * Issued	133721		400.00
SACRAMENT	O METROPOLITA	Ν			
	06/24/16	SFY 2014-15 GEMT ADM FEE	INV006133	920.34	920.34
	07/13/16	Check * Issued	133906		920.34
SAFARILAND,	LLC				
	06/24/16	PART TO REPAIR INOP EQUIP	116-081225	1.55-	
			3	32.40	
				.10- .21-	
		Total	I16-081225	30.54	30.54
	07/21/16	Check * Issued	134029		30.54
SAGE SOFTW	ARE INC				
	07/01/16	8/21/16-8/20/17 PLAN-GOV DEPR	2001491773	1,242.00	1,242.00
	07/21/16	Check * Issued	134030		1,242.00
SAM'S CLUB [DIRECT				
	06/27/16		1581	28.28	28.28
	07/13/16	Check * Issued	133907		28.28
	07/13/16	SUPPLIES-CIV CTR	0848	.76- 33.25	

August 2, 2010	August 2, 2016	
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Inv./Chq. Supplier MM/D		Fnc. Description	Inv./Chq. Numb	Fnc./Inv. er A	Inv. Paid mount	Check * Amount Amount
07/28/	16	Total Check * Issued	0848 134126	82.49	82.4	9 82.49
SAME DAY EXPRESS						
06/28/ 07/07/ 06/30/ 06/30/ 07/08/ 07/21/	16 16 16 16	CLEAN&PAINT LAMPPOLES EPALMCYN REPAINT LIGHT POLES-E PALM CYN CLEAN&PAINT LAMPPOLES EPALMCYN BULKY ITEM PROP P/U & SHIPPING BULKYITEMPROPERTY P/U&SHIPPING Check * Issued		070716 070716B 070716B-2 070816 070816-B	4,185.00 770.00 3,289.00 1,963.00 1,685.00	4,185.00 770.00 3,289.00 1,963.00 1,685.00 11,892.00
SAN BERNARDINO CO	SHER	IFF DEPT				
06/13/ 07/06/		POLYGRAPH SVCS: PRE-EMPLOYMENT Check * Issued	133802	15679	1,200.00	1,200.00 1,200.00
06/30/ 07/21/		6/13-22 PROF SVCS-POLYGRAPH Check * Issued	134033	15767	300.00	300.00 300.00
SAN DIEGO COUNTY LA		NFORCEMT				
07/01/ 07/06/		8/6-13 UCSD EXPLORER ACADEMY Check * Issued	133803	080616	4,500.00	4,500.00 4,500.00
SANBORN, CRAIG						
06/29/ 07/06/		FY1516 WELLNESS REIMBURSEMENT Check * Issued	133710	062916	120.00	120.00 120.00
SANCHEZ, ANIKA						
06/29/ 07/06/		FY1516 WELLNESS REIMBURSEMENT Check * Issued	133727	062916	170.15	170.15 170.15
SANCHEZ, ENRIQUE						
06/29/ 07/06/		FY1516 WELLNESS REIMBURSEMENT Check * Issued	133713	062916	279.03	279.03 279.03
SANFILLIPPO, LARRY						
07/05/	16	REIMB SHIPPINGFORREPAIRSRETURN		070516	70.00	70.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv Number	. Inv. Paid Amount	l Check * Amount Amount
	07/21/16	Check * Issued	133945		70.00
SCOTT, TAN	11				
	07/13/16	FY16/17 WELLNESS REIMBURSEMENT	071316	600.00	600.00
	07/21/16	Check * Issued	133955		600.00
SHRED-IT U	SA LLC				
	04/08/16	CIMARRON COVE SHRED EVENT	9405407437	200.00	200.00
	07/13/16	Check * Issued	133908		200.00
	06/30/16	JUN16 SHREDDING SVCS	8120736774	181.90	
			147.90		
			40.00 600.00		
		Total	8120736774 969	.80 969	9.80
	07/28/16	Check * Issued	134127		969.80
	DUSTRY, INC.				
	06/30/16	INSTALL SIGNAL HEAD COVERS	5620010877	1,135.88	1,135.88
	07/06/16	Check * Issued	133804	1,100.00	1,135.88
	06/30/16	JUN16 TRAFFIC SIGNAL MAINTENAN	5610017390	5,211.00	5,211.00
	06/30/16	JUN16 TRAF SIGNAL CALL OUTS	5620012160	13,212.19	13,212.19
	07/21/16	Check * Issued	134034		18,423.19
SIGNS BY TO	OMORROW				
	06/30/16	ART GALLERY DOOR LTRS-ARTS	PD-11203	88.37	
			88.37	-	
			88.37		
		Total	PD-11203 88.3	37 88.	37
	06/30/16	LAMINATE PAPER POSTERS	PD-11225	52.36	52.36
	07/13/16	Check * Issued	133909		140.73
SMITH PIPE	& SUPPLY COMP	ANY			
	06/22/16	SUPPLIES-LLD17 PANORAMA PK	3001961	231.40	231.40
	06/22/16	SUPPLIES-TWN SQR	3001979	44.40	44.40

Inv./Chq. Da Supplier MM/DD/\		Inv./Chq. Fnc./ Number	/Inv. Inv. Pai Amount	id Check * Amount Amount
06/28/16 06/28/16 07/13/16	SUPPLIES-LLD17 PANORAMA PK IRRIG SUPPLIES-DINAH SHORE Check * Issued	3004799 3004824 133910	8.94 69.64	8.94 69.64 354.38
SMITH, CHAD				
06/30/16 07/21/16	FY15/16 TUITION REIMBURSEMENT Check * Issued	063016 133928	120.00	120.00 120.00
SOCAL GRAFIX				
07/11/16 07/21/16	OUT OF SERVICE SIGNS Check * Issued	820 134035	228.90	228.90 228.90
SOUTH COAST EMERGEN		100505		
06/20/16 07/21/16	VEHICLE REPAIRS - PUMPER Check * Issued	480527 134036	3,580.98	3,580.98 3,580.98
SOUTH COAST GYM REPA				
07/07/16	GYM EQUIP REPAIR SVCS	741247 145	305.79 5.00	
07/28/16	Total Check * Issued	741247 45 134128	50.79 450	0.79 450.79
SOUTHERN CA ASSN OF (GOVERNMENT			
07/01/16 07/06/16	FY17 DUES ASSESSMENT Check * Issued	FY 2017 DUES 133805	5,174.00	5,174.00 5,174.00
SOUTHERN CALIFORNIA E	EDISON			
06/30/16	06/02-07/01 Street/OutdoorElec		,341.83 9.71	
07/13/16	Total Check * Issued	0005-1606 1,3 133829	75.54 1,37	5.54 1,375.54
06/30/16	06/03-07/05 Signals&OutdoorEle	6909-1606 4,057 658		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Cheo Amoun	
				774.97		
		Total	6909-1606	13,075.09	13,075.09	
	07/13/16	Check * Issued	133830			13,075.09
	06/30/16	06/02-07/01 Electrical Charges	MISC-160630-B	1,078.51	1,078.51	
	07/13/16	Check * Issued	133831			1,078.51
	06/30/16	06/01-07/01 Street Lamps	9690-1606	21.55		
				8,400.61 4,002.30		
		Total	9690-1606	12,424.46	12,424.46	
	07/13/16	Check * Issued	133832			12,424.46
	06/30/16	06/07-07/06 FIRE DEPT. ELECTRI	32100-160	6 2,708.9	5 2,708.95	
	07/13/16	Check * Issued	133833			2,708.95
	06/30/16	06/02-07/01 Electrical Charges	MISC-160630-C	32.34	32.34	
	07/13/16	Check * Issued	133834			32.34
	06/30/16	06/01-07/01 Outdoor Electric	7698-1606	1,129.85		
				50.39 332.68		
		Total	7698-1606	1,512.92	1,512.92	
	07/28/16	Check * Issued	134086			1,512.92
SOUTHERN C	ALIFORNIA GAS 06/30/16	6/1-7/1 NATURALGAS VEHICLEFUEL	070		. 70	.76
	07/13/16	Check * Issued	133911	0716 56	5.76 56	56.76
SPARKLETTS	00/00/40					
	06/23/16 07/06/16	06/15-06/21 PUBLIC WORKS WATER Check * Issued		2316 200	0.25 200	
	07700/10	Uneur Issued	133806			200.25
SPRINT						
	06/29/16	05/26-06/25 MIS CELL PHONES	846388101-1	03 129.	51 129.	51
	07/13/16	Check * Issued	133835			129.51

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Amount	Paid Check * Amount Amount
	06/30/16	06/08-07/07 CELL SVC	718076329-153	278.95	278.95
	07/28/16	Check * Issued	134129		278.95
SPRINT DATA	SERVICES				
	06/28/16	6/27 AIRCARD PORT ACCESS	52063162003327	823.20	823.20
	07/21/16	Check * Issued	133954		823.20
STAPLES ADV	ANTAGE				
	06/02/16	SUPPLIES-EAST PACT	3304486829	9.25	9.25
	06/08/16	SUPPLIES-EAST PACT	3304907650	144.96	144.96
	06/22/16	SUPPLIES-CIV CTR	3306054869	618.54	618.54
	06/23/16	SUPPLIES-MKT	3306136400	2.07	2.07
	06/24/16	SUPPLIES-FIN	3306206527	4.13	4.13
	06/24/16	SUPPLIES-FIN	3306206529	30.08	30.08
	07/06/16	Check * Issued	133807		809.03
	06/24/16	CHAIR MATS-MKT/BL	3306427824	31.08	
			31.	07	
		Total	3306427824	62.15	62.15
	06/30/16	NONDEP-CLEANING SUPPLIES	3307110078	9.46	9.46
	06/30/16	CODE-CHALK	3307110079	20.34	20.34
	07/13/16	Check * Issued	133912		91.95
	06/15/16	CREDIT-RETURN SUPPLIES 4/28/16	3305482103	90.90-	90.90-
	06/24/16	SUPPLIES-PACT	3306206537	84.01	84.01
	07/01/16	SUPPLIES-CARD READER	3307110087	26.14	26.14
	07/08/16	CODE-CHALK	3307912028	10.02	10.02
	07/21/16	Check * Issued	134037		29.27
STAPLES CREI	DIT PLAN				
	06/21/16	INK CARTRIDGE	1483655-D	115.53	115.53
	06/22/16	HR-ID CARD REELS	9740671857	34.87	34.87
	06/30/16	FIN-TONER-PAYROLL, CODE-INK	9740934712	134.05	
			50.	79	
		Total	9740934712 1	84.84	184.84
	07/06/16	Check * Issued	133808		335.24
	06/15/16	SUPPLIES-EOC	79975	196.17	196.17

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. An	Inv. nount	Paid Cheo Amount	
	06/15/16	SUPPLIES-STATION 410	7997(6 1	41.68	141.68	
	07/13/16	Check * Issued	133913				337.85
	07/08/16	FD-INK	9741132642	66.	25	66.25	
	07/08/16	CLK-TONER	9741132712	2	28.99	228.99	
	07/21/16	Check * issued	134038				295.24
STATE BOA	RD OF EQUALIZAT	ION					
	06/30/16	FIN-USE TAX APR-JUN16	06301	6 1,4	13.65		
				187.52			
				857.83			
		Total		2,459.00	- 2	,459.00	
	07/28/16	Check * Issued	134088	,			2,459.00
STATE CON	TROLLER'S OFFICI 06/30/16 07/28/16	E FY 2016 AUDIT CONFIRMATION LTR Check * Issued	072 134089	816	100.00	100	.00 100.00
STATE DISB	URSEMENT UNIT						
	07/12/16	HR-PP14 07/12/16 STATE DISBURS	90024	32 126.92	563.07		
		Total	9002432	689.99	-	689.99	
	07/31/16	Check * Issued	9002439				689.99
	07/26/16	HR-PP15 07/26/16 STATE DISBURS	90024	46 126.92	563.07		
		Total	9002446	689.99	-	689.99	
	07/31/16	Check * Issued	9002440				689.99
STATE OF C	ALIF DEPT OF JUS	TICE					
	06/09/16	MAY16 BLOODALCOHOL ANALYSIS	1	72628	105.0)() 1	05.00
	07/06/16	Check * Issued	133809	0_0	100.0	I	105.00
	06/29/16	APR-JUN16 DOJ CLETS DIRECT	1727		1,876.98	1,876.	
	06/30/16	JUN16 BLOOD ALCOHOL ANALYSIS		2958	350.00		0.00
	06/30/16	JUN16 DOJ LIVESCAN FINGERPRINT	173	3542	32.00		

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Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./ Number	'Inv. Inv. P Amount	aid Check * Amount Amount
			230	0.00	
	07/21/16	Total Check * Issued	173542 26 134039	 52.00 20	52.00 2,488.98
STATE OF C					
	07/12/16	Ref#608227383	071216A	100.00	100.00
	07/13/16	Check * Issued	133836		100.00
	07/12/16	Ref #: 042460622	071216B	102.86	102.86
	07/13/16	Check * Issued	133837		102.86
	07/12/16	Ref #:559808380	071216D	160.92	160.92
	07/13/16	Check * Issued	133838		160.92
STATE OF C	07/01/16	RENEW CA LANDSCAPE ARCH LIC	FY1617 DUE	S 220.0	0 220.00
	07/13/16	Check * Issued	133884	.5 220.0	220.00
STERICYCLE	E, INC. 06/30/16	JUN16 BIOHAZARD DISPOSAL	3003479138	76.88	76.88
	07/21/16	Check * Issued	134040	70.00	76.88
SUMMIT HIG	H INC EL TACO A 05/26/16	REFUND CUP 16-018 APPLICATION	234718	2,170.00	2,170.00
	07/13/16	Check * Issued	133914	2,170.00	2,170.00
SUN-AIR WH	EEL ALIGNMENT	MEDIC REPAIRS 413/13-03	00514	100.49	100.49
	06/24/16	MEDIC REPAIRS 09-01/E413	22514 22636	102.48 130.00	102.48 130.00
	07/13/16	Check * Issued	133915	100.00	232.48
TAMAYO, CH			~~ ~~ ~~		100.00
	06/13/16 07/21/16	234866 DEPOSIT REFUND Check * Issued	234866 133973	100.00	100.00 100.00
					100.00

Supplier	Inv./Chq. Date MM/DD/YY	Enc. Description	Inv./Chq. Fnc Number	c./Inv. Inv. F Amount	Paid Check * Amount Amount
TELEPACIFIC	COMMUNICATIO	NS			
	07/01/16	06/23-07/22 CITY PHONES	79643342-0	227.70	
			67	75.15	
				3.87	
			1,99	2.26	
		Total	79643342-0 3,		008.98
	07/06/16	Check * Issued	133728		3,008.98
TIME WARNE				1	
	07/01/16 07/01/16	6/30-7/29 DED INTERNET ACCESS	3971-1607	1,260.00	1,260.00
	07/06/16	JUL16 CABLE SVC Check * Issued	844841079016897-1607 133812	193.51	193.51 1,453.51
	07/00/10	Olleck issued	133012		1,435.51
TOPS N BARF	RICADES				
	06/30/16	STREET SIGNS	1054729	1,646.28	1,646.28
	07/08/16	STREET SIGNS	1054823	904.70	904.70
	07/21/16	Check * Issued	134043		2,550.98
	OVATIONS INC.				
I HAINING INF	NOVATIONS, INC. 07/01/16	FY16/17 TMS SOFTWARE SUPPORT	15-197	7 750.00	750.00
	07/21/16	Check * Issued	134044	/ /50.00	750.00
	0//2//10		101011		750.00
TRAMVIEW IN	IVESTORS, LLC				
	07/06/16	REFUND DUP BUS LIC PAID ON	236182	1.00	
			86	6.00	
		Total	236182 8		67.00
	07/13/16	Check * Issued	133917		867.00
TRUPPELLI, G					
	07/01/16	AUG16 RETIREMENT	FY17-02001	1,371.91	1,371.91
	07/21/16	Check * Issued	133993		1,371.91
TRUSTMARK	VOL BENEFIT SO	LUTION			
	07/12/16	Payroll Deduction ID 5514	071216	110.70	110.70

Supplier	Inv./Chq. Date MM/DD/YY I	Fnc. Description	Inv./Chq. Fnc./Inv Number	v. Inv. Paio Amount	d Check * Amount Amount
	07/13/16	Check * Issued	133918		110.70
TURBO DAT	A SYSTEMS, INC.				
	05/31/16	MAY16 PARKING CITATION SVCS	24464	314.00	314.00
	07/06/16	Check * Issued	133813		314.00
	06/30/16	JUN16 PARKING CITATION PROCESS	24592	336.75	336.75
	07/21/16	Check * Issued	134045		336.75
UL LLC					
OL LLO	06/30/16	INSPECTION SVCS-LADDERS&EQUIP	72020150524-A	2,830.60	2,830.60
	07/15/16	INSPECTION SVCS-LADDERS&EQUIP	72020150524-B	2,175.00	2,175.00
	07/28/16	Check * Issued	134132	2,170.00	5,005.60
UNDERGRO	UND SERVICE ALE 07/01/16		000400000		22.22
	07/21/16	DIGALERT TICKETS Check * Issued	620160096 134046	66.00	66.00 66.00
UNITED CEF	REBRAL PALSY				
	07/01/16	8/27 BOWLING LANE SPONSORSHIP	082716	275.00	275.00
	07/06/16	Check * Issued	133729		275.00
UNITED PAE	CEL SERVICE				
	06/25/16	SHIPPING	000084E303266	8.69	8.69
	07/21/16	Check * Issued	134047		8.69
	ITALS NORTHWES				
	05/23/16	PW SUPPLIES	137578561-001	163.14	163.14
	07/13/16	Check * Issued	133919	100.14	163.14
	06/23/16	EQUIPMENT RENTAL 570MXT	138408479-001	133.22	133.22
	07/21/16	Check * Issued	134048		133.22
	Y OF THE DESERT				
	07/12/16	Payroll Deductions	071216 286	5.00 28	6.00
	07/13/16	Check * Issued	133920		286.00
			-		

l Supplier	nv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Pa Amount	id Check * Amount Amount
UPS FREIGHT					
UPS FREIGHT	06/28/16	SHIPPING	26269495	35.00	35.00
	07/28/16	Check * Issued	134133	00.00	35.00
USA-FACT					
	06/25/16	EMPLYEE BACKGROUND CHECK	6070119	59.40	59.40
	07/21/16	Check * Issued	134049		59.40
VACATION REN	ITAL COMPLIAN 06/30/16	CE LLC JUN16 SHORT TERM RENTAL PROG		1 000 00	1 000 00
	06/30/16	Check * Issued	377 133921	1,200.00	1,200.00
	07/13/10	Check issued	133921		1,200.00
VALENTI, RICH	07/13/16	FY16/17 TUITION REIMBURSEMENT	071316	514.30	514.30
	07/21/16	Check * Issued	133948	514.50	514.30
					011.00
VALLEY LOCK &	& SAFE				
	06/15/16	LOCK MAINT-CIV CTR	BW6311780	25.94	25.94
	06/24/16	CURC-LOT F	BW6312095	48.61	48.61
	07/06/16	Check * Issued	133814		74.55
	07/06/16	LOCKING SVC-CIV CTR	BW6312486	9.42	9.42
	07/07/16	KEY DUPLICATION	BW6312575	13.39	13.39
	07/13/16	Check * issued	133922		22.81
	06/24/16	KEY DUPLICATION-BUICK	BW6312077	87.84	87.84
	06/28/16	LOCKING SUPPLIES-PADLOCK	BW6312247	223.86	223.86
	07/07/16	KEY DUPLICATION	BW6312571	7.37	7.37
	07/18/16	LOCK	BW6312923	19.46	19.46
	07/21/16	Check * Issued	134050		338.53
	06/24/16	KEYS & PADLOCK	BW6312089	75.21	
			75.:	21	
		Total	BW6312089 1	 50.42 1	50.42
	07/28/16	Check * Issued	134134		150.42

	./Chq. Date MM/DD/YY Fnc	. Description	Inv./Chq. Fnc./Inv Number	r. Inv. Paid Amount	Check * Amount Amount
VERIZON WIRELE	SS				
	06/30/16	06/03-07/02 FD CELL PHONES	9768009195	462.40	462.40
	07/13/16	Check * Issued	133839		462.40
	06/30/16	06/11-07/10 CODE BROADBAND SVC	9768475972	167.26	167.26
	07/21/16	Check * Issued	133956		167.26
VICENTE SEDERE	BERG LLC				
	06/30/16	PROF LEGAL SVCS	7476	567.50	567.50
	07/21/16	Check * Issued	134051		567.50
VOHNE LICHE KEI	NNELS INC				
(06/30/16	JUN16 CCPD K9&HANDLER TRAINING	11074	175.00	175.00
t i	07/21/16	Check * Issued	134052		175.00
VOYAGER FLEET	SYSTEMS INC				
(06/24/16	JUN16 FUEL&CNG PURCHASE	869151506626	736.26	
			533.90 33.14		
		Total	869151506626 1,237	 7.02 1,237	7.02
t i	07/13/16	Check * Issued	133923		1,237.02
WARNICA, GLENN	l				
(06/29/16	FY1516 WELLNESS REIMBURSEMENT	062916	93.63	93.63
(07/06/16	Check * Issued	133714		93.63
WATTS, CURT					
(04/01/16	03/02-04/01 REIMB CELL PHONE	2016-03	45.00	45.00
(05/01/16	04/02-05/01 REIMB CELL PHONE	2016-04	45.00	45.00
(06/01/16	05/02-06/01 REIMB CELL PHONE	2016-05	45.00	45.00
(06/30/16	06/02-07/01 REIMB CELL PHONE	2016-06	45.00	45.00
(07/21/16	Check * Issued	133984		180.00
WELLDYNE RX					
(06/30/16	6/15-6/30 SHARPSDISPOSALBYMAIL	SLS301306	76.32	76.32

August	2, 20	016
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Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Am
	07/28/16	Check * Issued	134135		76.32
VELLS FARG	O BANK MAC:E28	318-176			
	07/20/16	2007 TAB SER B INT&REDEMPTION	9002433	2,939,415.75	2,939,415.75
	07/31/16	Check * Issued	9002441		2,939,415.75
	07/20/16	2004 TAB SER B PRJ #3 PRIN&INT	9002434	399,541.25	399,541.25
	07/31/16	Check * Issued	9002442		399,541.25
	07/20/16	2007 TAB SER C PRIN&INT	9002435	1,503,796.88	1,503,796.88
	07/31/16	Check * Issued	9002443		1,503,796.88
	07/20/16	2014 TAB SER A PRIN&INT	9002437	3,140,275.00	3,140,275.00
	07/31/16	Check * Issued	9002444		3,140,275.00
	07/20/16	2007 TAB SER A INT	9002438	669,150.00	669,150.00
	07/31/16	Check * Issued	9002445		669,150.00
	07/20/16	2014 TAB SER C PRIN&INT	9002439	705,356.25	705,356.25
	07/31/16	Check * Issued	9002446		705,356.25
	07/20/16	2014 TAB SER B PRIN&INT	9002436	910,375.00	910,375.00
	07/31/16	Check * Issued	9002447		910,375.00
VELSH, JEFF					
	06/30/16	FY15/16 TUITION REIMBURSEMENT	063016	160.00	160.00
	07/21/16	Check * Issued	133943		160.00
/ESTERN EX	TERMINATOR CO	D			
	06/30/16	JUN16 PW PEST CONTROL	4231813	40.50	40.50
	06/30/16	JUN16 CMMTY CTR PEST CONTROL	42318	14 74.50	74.50
	06/30/16	JUN16 CIV CTR PEST CONTROL	4239109	180.50	180.50
	06/30/16	JUN16 STA 413 PEST CONTROL	4271557	60.50	60.50
	06/30/16	JUN16 STA 411 PEST CONTROL	4274966	40.50	40.50
	07/28/16	Check * Issued	134136		396.50
/ESTERN PU	IMP				
	06/30/16	JUN16 DUSTO INSPECTION	W67862	75.00	75.00
	07/21/16	Check * Issued	134053	73.00	75.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. F Number	nc./Inv. Inv Amount	. Paid Check * Amount Amoun
WILKINSON,	STEVEN				
	07/01/16	BALLOON FESTIVAL DEPOSIT	2016061	5,000.00	5,000.00
	07/06/16	Check * Issued	133810		5,000.00
WILLDAN FIN	IANCIAL SERVICE	S			
	07/01/16	Landscape & Lighting Zones	010-31487	6,367.35	6,367.35
	07/01/16	Qtr 1 of 4 CFD 2000-1	010-31488	2,987.87	2,987.87
	07/01/16	Assessment Districts	010-31489	9,342.05	9,342.05
	07/06/16	Check * Issued	133815		18,697.27
WILLIAMS, R	OBERT				
	06/30/16	FY15/16 TUITION REIMBURSEMENT	0630	16 1,008.00) 1,008.00
	07/21/16	Check * Issued	133949		1,008.00
	07/13/16	FY16/17 TUITION REIMBURSEMENT	0713	16 504.00	504.00
	07/21/16	Check * Issued	133950		504.00
WITTMAN EN	TERPRISES LLC				
	06/30/16	JUN16 BILLING SERVICE	160606	5,240.00	5,240.00
	07/21/16	Check * Issued	134054		5,240.00
ZARATE, ANI	ΓΟΝΙΟ				
	06/09/16	WATERSMART LANDSCAPES PROGRAM		2 50	00.00 500.00
	07/28/16	Check * Issued	134092		500.00
ZOLL MEDIC	AL CORP.				
	06/14/16	BATTERY PACK SUPPLIES	2389972	2 784.62	784.62
	06/21/16	MONITOR SUPPLIES	2392412	690.13	690.13
	06/29/16	MONITOR SUPPLIES	2396507	1,049.44	1,049.44
	07/13/16	Check * Issued	133924		2,524,19

14,976,317.83 0.00 PPD 0.00 MAN

Total All Vendors

14,976,317.83 14,976,317.83

AP447 Demand Register - July 2016

Distribution Summary

100 1236	Travel Advances	648.00-
100 1241	Reimbursable Advances, Council	1,207.45
100 3122	Federal Income Tax Payable	251,637.80
100 3123	FICA Tax Payable	2,787.11
100 3124	State Income Tax Payable	80,175.75
100 3126	PERS Contribution	1,332,157.04
100 3128	Police Explorers	171.00
100 3130	Section 125 Benefit Plans	3,405.49
100 3131	United Way	286.00
100 3132	Garnishments	1,743.76
100 3133	CCPOA (Police Officers)	3,684.95
100 3134	CCPFA (Firefighters Assoc)	5,136.10
100 3136	AFSCME (Am Fed St Co & Muni Em	791.66
100 3138	ICMA Deferred Compensation	90,956.76
100 3139	Nationwide Deferred Compensati	51,502.28
100 3141	CURC Payable	15,656.04
100 3142	CCFMA (Fire Mgmt Assoc)	250.00
100 3143	CCPMA (Police Mgmt Assoc)	1,113.96
100 3144	ICMA 401(A)	4,650.00
100 3145	Downtown Foundation Payable	13.39
100 3162	State Sales Tax Payable	1,169.49
100 3163	County Sales Tax Payable	143.23
100 3164	City Sales Tax Payable	764.61
100 3360	Recreation Deposits	500.00
100 1118301	Maintenance & Operations	35.73
100 1128201	Materials & Supplies	228.99
100 1128301	Maintenance and Operations	35.73
100 1128601	Professional & Technical Svs	3,570.95
100 1128610	Legal Fees	82.48
100 1218610	Legal Fees	17,731.26
100 1318301	Maintenance & Operations	35.74
100 1318401	Fleet Maintenance & Operations	60.00
100 1318502	Telephone	630.00
100 1318701	Conference/Meeting/Training	25.00
100 1328037	Wellness Program	7,237.03
100 1328201	Materials & Supplies	5,579.87
100 1328301	Maintenance and Operations	284.44
100 1328601	Professional & Technical Svs	2,019.20
100 1328610	Legal Fees	367.00
100 1328621	Pre-employment Services	1,605.40
100 1328701	Conference/Meeting/Training	1,020.00

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Distribution Summary

100 1328706	Memberships	5,260.50
100 1328707	Education Reimbursement	2,646.30
100 1338201	Materials & Supplies	33.15
100 1338301	Maintenance and Operations	35.73
100 1338610	Legal Fees	192.45
100 1418201	Materials & Supplies	268.26
100 1418219	Postage, Shipping, and Freight	13.86
100 1418301	Maintenance and Operations	447.50
100 1418601	Professional & Technical Svs	3,006.25
100 1418610	Legal Fees	1,311.47
100 1418706	Memberships	219.00
100 1428301	Maintenance and Operations	69,280.66
100 1428502	Telephone	129.51
100 1428503	Internet	1,260.00
100 1438201	Materials & Supplies	763.53
100 1438219	Postage, Shipping and Freight	35.00
100 1438401	Fleet Maintenance & Operations	90.00
100 1438502	Telephone	45.00
100 1518220	Advertising	320.00
100 1518301	Maintenance and Operations	35.74
100 1518502	Telephone	180.00
100 1518601	Professional & Technical Svs	220.00
100 1518610	Legal Fees	137.47
100 1528220	Advertising	400.00
100 1528301	Maintenance & Operations	273.60
100 1528610	Legal Fees	687.34
100 1558201	Materials & Supplies	956.29
100 1558220	Advertising	25,000.00
100 1558301	Maintenance and Operations	273.60
100 1558401	Fleet Maintenance & Operations	26.00
100 1558502	Telephone	135.00
100 1558601	Professional & Technical Svs	11,160.00
100 1558610	Legal Fees	137.47
100 1568219	Postage, Shipping, and Freight	5.74
100 1568301	Maintenance and Operations	273.60
100 1568401	Fleet Maintenance & Operations	39.00
100 1568601	Professional & Technical Svs	4,296.00
100 1568610	Legal Fees	589.89
100 1718658	Assistance/Sponsorship	63,080.90
100 3118201	Materials & Supplies	154.80
100 3118217	Uniforms and Safety Gear	433.47

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Distribution Summary

100 3118219	Postage, Shipping, and Freight	15.29
100 3118221	Noncapital Equipment-Computers	1,750.00
100 3118301	Maintenance and Operations	302.60
100 3118502	Telephone	249.99
100 3118503	Internet	2,893.69
100 3118601	Professional & Technical Svs	8,255.00
100 3118610	Legal Fees	2,227.00
100 3118701	Conference/Meeting/Training	1,284.06
100 3118703	Meals	271.00
100 3118704	Airfare/Hotel/Misc	750.77
100 3118706	Memberships	662.00
100 3118708	P.O.S.T.	701.06
100 3118709	P.O.S.T. Nonreimbursable	2,242.15
100 3128201	Materials & Supplies	344.43
100 3128216	Shop/Repair/Misc Supplies	254.65
100 3128217	Uniforms and Safety Gear	988.06
100 3128222	Noncapital Equipment-Other	1,092.45
100 3128301	Maintenance and Operations	940.55
100 3128401	Fleet Maintenance & Operations	13,479.13
100 3128601	Professional & Technical Svs	13,465.50
100 3138201	Materials & Supplies	90.90-
100 3138221	Noncapital Equipment-Computers	127.50
100 3138301	Maintenance and Operations	386.29
100 3138326	Equipment Leases - Operating	235.44
100 3138601	Professional & Technical Svs	756.48
100 3178601	Professional & Technical Svs	23,522.48
100 3318201	Materials & Supplies	1,299.21
100 3318217	Uniforms and Safety Gear	470.27
100 3318219	Postage, Shipping, and Freight	12.22
100 3318301	Maintenance and Operations	2,654.76
100 3318502	Telephone	1,044.60
100 3318503	Internet	461.90
100 3318601	Professional & Technical Svs	3,693.76
100 3318706	Memberships	600.00
100 3328201	Materials & Supplies	902.79
100 3328217	Uniforms and Safety Gear	895.45
100 3328401	Fleet Maintenance & Operations	4,705.85
100 3328601	Professional & Technical Svs	5,005.60
100 3338219	Postage, Shipping, and Freight	5.90
100 3338601	Professional & Technical Svs	725.00
100 3348216	Shop/Repair/Misc Supplies	8,559.97
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Distribution Summary

100 3348219	Postage, Shipping, and Freight	64.45
100 3348228	Printing Services	1,675.18
100 3348401	Fleet Maintenance & Operations	42.52-
100 3348601	Professional & Technical Svs	6,672.34
100 3358201	Materials and Supplies	196.17
100 3368201	Materials & Supplies	207.31
100 3368301	Maintenance and Operations	3,733.60
100 3368401	Fleet Maintenance & Operations	26.00
100 3368503	Internet	167.26
100 3368601	Professional & Technical Svs	1,442.50
100 3368610	Legal Fees	14,376.03
100 4118201	Materials & Supplies	2,583.11
100 4118217	Uniforms and Safety Gear	170.67
100 4118301	Maintenance and Operations	8,744.05
100 4118401	Fleet Maintenance & Operations	1,382.45
100 4118501	Gas & Electric	219.15
100 4118502	Telephone	113.87
100 4118504	Water	1,063.81
100 4118505	Street Utilities	10,546.84
100 4138301	Maintenance & Operations	19,891.80
100 9116402	Business Licenses	898.25
100 9116403	Building/Construction Permits	177.50
100 9116411	Animal Licenses	4,001.50-
100 9116507	Paramedic Service Fees	1,188.00
100 9116509	Fire Inspections	26.00
100 9116529	Planning Fees	2,194.00
100 9116533	Admin Support Reimbursement	147.41-
100 9116537	Police Services Reimbursement	14,712.00
100 9116901	Miscellaneous Revenue	0.01-
100 9118201	Materials & Supplies	100.00
100 9118219	Postage, Shipping, and Freight	5,002.45
100 9118301	Maintenance and Operations	219.28
100 9118326	Equipment Leases - Operating	180.94
100 9118327	Credit Card Fees	25.00-
100 9118401	Fleet Maintenance & Operations	663.54
100 9118502	Telephone	1,992.26
100 9118601	Professional & Technical Svs	1,299.56
100 9118706	Memberships	56,575.95
100 251 18301	Parking Structure Main & Ops	615.00
100 251 1850 1	Parking Structure Gas & Elec	123.71
100 25118502	Parking Structure Telephone	113.85

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Distribution Summary

100 25118504	Parking Structure Water	68.01
100 30088301	ERICA Maint & Ops	207,576.23
100 30098901	Dell Blade Servers Principal	4,498.97
100 30098902	Dell Blade Servers Interest	492.41
100 35018601	Special Events Prof Svcs	500.00
100 35158301	SWAT Maint and Ops	1,263.88
100 35616941	CASp Bus License City Revenue	0.70
100 70068501	2nd St Park Gas & Electric	204.49
100 70068504	2nd St Park Water	1,398.22
100 70088504	Soccer Park Water	21,324.95
100 70128301	Ocotillo Park Main & Ops	982.25
100 70128501	Ocotillo Park Gas & Elec	1,078.51
100 70128504	Ocotillo Park Water	1,063.88
100 70168504	2nd St Dog Park Water	63.30
100 70178504	Festival Park Water	757.40
100 81128201	Fountain of Life Mat & Sup	2.23
100 81128301	Fountain of Life Main & Ops	520.00
100 81128501	Fountain of Life Gas & Elec	540.51
100 81128504	Fountain of Life Water	557.14
100 86398301	Library Building Main & Ops	7,621.28
100 88198301	Public Works Main & Ops	40.50
100 88198501	Public Works Gas & Elec	2,578.77
100 88198504	Public Works Water	30.74
100 88208301	Fire Station 410 Main & Ops	890.00
100 88208501	Fire Station 410 Gas & Elec	2,719.69
100 88218301	Fire Station 411 Main & Ops	225.69
100 88218501	Fire Station 411 Gas & Elec	928.08
100 88218504	Fire Station 411 Water	91.70
100 88228201	Fire Station 412 Mat & Sup	39.11
100 88228301	Fire Station 412 Main & Ops	643.44
100 88228501	Fire Station 412 Gas & Elec	10.74
100 88228504	Fire Station 412 Water	95.02
100 88238301	Fire Station 413 Main & Ops	1,310.50
100 88238501	Fire Station 413 Gas & Elec	2,236.91
100 88238504	Fire Station 413 Water	80.46
100 89068201	Bell Tower Mat & Sup	189.17
100 89238201	Community Center Mat & Sup	251.27
100 89238301	Community Center Main & Ops	74.50
100 89238501	Community Center Gas & Elec	2,234.72
100 89238502	Community Center Telephone	113.85
100 89238504	Community Center Water	320.81

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100 89358201	Civic Center Mat & Sup	1,296.77
100 89358301	Civic Center Main & Ops	11,320.65
100 89358501	Civic Center Gas & Elec	83.92
100 89358504	Civic Center Water	1,465.46
100 89368201	Town Square Mat & Sup	48.85
100 89368501	Town Square Gas & Elec	144.84
100 89368504	Town Square Water	139.29
100 89368601	Town Square Svcs	3,793.75
100 99948601	UUT Svcs	4,223.11
100 99968610	CMT Legal	9,035.59
100 11187015002	ConfMeetTrain - Pettis	25.00
100 11187015034	ConfMeetTrain - Henry	80.70
100 11187015035	ConfMeetTrain - Aguilar	25.00
100 11187015036	ConfMeetTrain - Kaplan	25.00
100 11187015037	ConfMeetTrain - Carnevale	25.00
100 11187035002	Meals - Pettis	44.00
100 11187035035	Meals - Aguilar	21.68
100 11187035036	Meals - Kaplan	6.92
100 11187035037	Meals - Carnevale	47.68
100 11187045037	AirHotelMisc - Carnevale	618.28
100 11187055034	Mileage - Henry	437.63
100 11187055036	Mileage - Kaplan	80.00
100 11187055037	Mileage - Carnevale	437.63
100 15215013331	Green Cross Pharma Dep	687.35
100 15215016529	Green Cross Pharma Rev	687.35-
100 15215018209	Green Cross Pharma Exp	687.35
100 15215123331	Edom Hill Composting Dep	4,986.93
100 15215126529	Edom Hill Composting Rev	4,986.93-
100 15215128209	Edom Hill Composting Exp	4,986.93
100 15216153331	Club Saxony Hotel Dep	8.08
100 15216156529	Club Saxony Hotel Rev	8.08-
100 15216158209	Club Saxony Hotel Exp	8.08
100 15216183331	CC Care Collective Dep	546.89
100 15216186529	CC Care Collective Rev	546.89-
100 15216188209	CC Care Collective Exp	546.89
100 15216403331	Newport Holdings Dep	412.42
100 15216406529	Newport Holdings Rev	412.42-
100 15216408209	Newport Holdings Exp	412.42
100 350182094512	Pelton Hist Soc Home Tour Exp	4,000.00
100 350182094513	Hot Air Balloon Festival Exp	5,000.00
100 350182094515	LGBT Days Exp	2,000.00

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100	350182094518	City Anniversary Exp	507.50
100	973294161121	Tfr Out 261 LLD 1 Support	11.57
100	973294161125	Tfr Out 261 LLD 5 Support	11.82
100	973294161126	Tfr Out 261 LLD 16A Support	897.23
100	973294161129	Tfr Out 261 LLD 9 Support	18.14
100	973294161131	Tfr Out 261 LLD 11 Support	17.70
100	973294161135	Tfr Out 261 LLD 15 Support	49.25
100	973294161136	Tfr Out 261 LLD 16B Support	184.33
100	973294161137	Tfr Out 261 LLD 17 Support	1,122.83
100	973294161138	Tfr Out 261 LLD 18 Support	49.79
100	973294161139	Tfr Out 261 LLD 19 Support	47.54
100	973294161140	Tfr Out 261 LLD 20 Support	16.42
100	973294161142	Tfr Out 261 LLD 54 Support	13.28
241	89018802	Postage, Shipping, and Freight	5.74
100	Sub Fund	General Fund	2,666,586.75
100	Fund	General Fund	2,666,586.75
233	9118601	Professional & Technical Svs	650.75
233	35038601	Traffic Enforce Camera Svcs	21,000.00
200	Sub Fund	Special Revenue	21,650.75
233	Fund	Traffic Safety Fund	21,650.75
234	9118329	Property Bulky Item Pickup	3,175.00
200	Sub Fund	Special Revenue	3,175.00
234	Fund	Transfer Station Road Fund	3,175.00
235	33111412	Def Rev Art in Public Places	17,266.70
235	64511412	Dev Fees Art In Public Places	17,266.70-
235	88021412	Improve Art In Public Places	17,266.70
235	89286539	General Plan Maint Fees	9.00
235	250086011405	Svcs Interchg & Bridge	560.00
200	Sub Fund	Special Revenue	17,835.70
235	Fund	Developer Fees	17,835.70

Distribution Summary

241 1618201	Materials & Supplies	1,319.55
241 1618217	Uniforms and Safety Gear	153.33
241 1618301	Maintenance and Operations	13,167.24
241 1618401	Fleet Maintenance & Operations	767.54
241 1618504	Water	534.09
241 86598601	Vista Chino East Services	1,174.00
241 86608601	Vista Chino West Services	1,174.00
241 88198501	Gas & Electric	7.62
200 Sub Fund	Special Revenue	18,297.37
241 Fund	Gas Tax Fund	18,297.37
243 1568301	Traffic Signal Maint-Engineer	19,559.07
243 1618201	Materials & Supplies	1,319.53
243 1618217	Uniforms and Safety Gear	153.30
243 1618301	Maintenance and Operations	13,167.23
243 1618401	Fleet Maintenance & Operations	767.52
243 1618504	Water	534.08
243 1618505	Street Utilities	4,129.82
243 88198501	Gas & Electric	7.61
200 Sub Fund	Special Revenue	39,638.16
243 Fund	Measure "A" Fund	39,638.16
246 9118201	Materials & Supplies	1,264.39
246 9118209	Burrtec Spec Rev Expenditures	76.32
246 9118219	Postage, Shipping, and Freight	473.00
246 9118228	Printing Services	52.36
246 9118301	Maintenance and Operations	2,519.72
246 9118610	Legal Fees	1,649.64
246 9118620	Environmental Prof & Tech Svcs	4,568.00
246 9118658	Community Assistance	3,500.00
200 Sub Fund	Special Revenue	14,103.43
246 Fund	Solid Waste Fund	14,103.43
247 45728209	2016 OTS STEP Exp	90.00

Distribution Summary

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200 Sub Fund	Special Revenue	90.00
247 Fund	Police Grants Fund	90.00
251 10178231	Ortega Swalks & Xwalks Exp	12,370.96
251 40148231	CDBG Admin Costs Fed Exp	123.15
251 40168231	CDBG Fair Housing Fed Exp	1,025.07
200 Sub Fund	Special Revenue	13,519.18
251 Fund	Community Develop Block Grants	13,519.18
255 50008209	Community Outreach PD Expend	2,905.09
255 50118209	Citizens on Patrol Dept Exp	1,373.49
255 50148209	City Hall Gym Exp	145.00
255 50198209	EAST-PACT Exp	545.41
200 Sub Fund	Special Revenue	4,968.99
255 Fund	Police Dept Special Revenues	4,968.99
256 55028209	CPR Expenditures	1,585.50
200 Sub Fund	Special Revenue	1,585.50
256 Fund	Fire Dept Special Revenues	1,585.50
261 973273011121	Tfr in 100 Gen Fund Zone 1	11.57-
261 973273011125	Tfr In 100 Gen Fund Zone 5	11.82-
261 973273011126	Tfr In 100 Gen Fund Zone 16A	897.23-
261 973273011129	Tfr In 100 Gen Fund Zone 9	18.14-
261 973273011131	Tfr In 100 Gen Fund Zone 11	17.70-
261 973273011135	Tfr In 100 Gen Fund Zone 15	49.25-
261 973273011136	Tfr In 100 Gen Fund Zone 16B	184.33-
261 973273011137	Tfr In 100 Gen Fund Zone 17	1,122.83-
261 973273011138	Tfr In 100 Gen Fund Zone 18	49.79-
261 973273011139	Tfr In 100 Gen Fund Zone 19	47.54-
261 973273011140	Tfr In 100 Gen Fund Zone 20	16.42-
261 973273011142	Tfr in 100 Gen Fund Zone 54	13.28-
261 973283011121	M & O LLD Zone 1	139.65
261 973283011122	M & O LLD Zone 2	8,435.60

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Distribution Summary

261 973283011125	M & O LLD Zone 5	446.88
261 973283011126	M & O LLD Zone 16A	65.89
261 973283011127	M & O LLD Zone 7	1,152.12
261 973283011129	M & O LLD Zone 9	770.00
261 973283011135	M & O LLD Zone 15	1,005.48
261 973283011136	M & O LLD Zone 16B	1,619.94
261 973283011137	M & O LLD Zone 17	1,304.97
261 973283011138	M & O LLD Zone 18	111.72
261 973283011139	M & O LLD Zone 19	83.79
261 973283011140	M & O LLD Zone 20	558.60
261 973283011141	M & O LLD Zone 21	502.74
261 973285011121	Gas & Electric LLD Zone 1	26.66
261 973285011125	Gas & Electric LLD Zone 5	26.66
261 973285011126	Gas & Electric LLD Zone 16A	179.86
261 973285011129	Gas & Electric LLD Zone 9	42.13
261 973285011135	Gas & Electric LLD Zone 15	26.58
261 973285011136	Gas & Electric LLD Zone 16B	26.66
261 973285011137	Gas & Electric LLD Zone 17	157.21
261 973285011139	Gas & Electric LLD Zone 19	26.94
261 973285011140	Gas & Electric LLD Zone 20	13.33
261 973285011141	Gas & Electric LLD Zone 21	13.33
261 973285011142	Gas & Electric LLD Zone 54	33.71
261 973285041121	Water LLD Zone 1	45.88
261 973285041122	Water LLD Zone 2	55.82
261 973285041125	Water LLD Zone 5	77.16
261 973285041126	Water LLD Zone 16A	1,548.65
261 973285041129	Water LLD Zone 9	1,429.46-
261 973285041132	Water LLD Zone 12	141.35
261 973285041135	Water LLD Zone 15	437.84
261 973285041136	Water LLD Zone 16B	203.72
261 973285041137	Water LLD Zone 17	54.72
261 973285041138	Water LLD Zone 18	60.44
261 973285041139	Water LLD Zone 19	106.36
261 973285041140	Water LLD Zone 20	22.36
261 973285041141	Water LLD Zone 21	64.88
261 973285051121	Int Street Lights LLD Zone 1	104.92
261 973285051125	Int Street Lights LLD Zone 5	106.34
261 973285051128	Int Street Lights LLD Zone 8	21.55
261 973285051131	Int Street Lights LLD Zone 11	113.23
261 973285051135	Int Street Lights LLD Zone 15	197.01
261 973285051136	Int Street Lights LLD Zone 16B	466.82

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261 973285051137	Int Street Lights LLD Zone 17	1,304.46
261 973285051138	Int Street Lights LLD Zone 18	20.95
261 973285051139	Int Street Lights LLD Zone 19	42.26
261 973285051140	Int Street Lights LLD Zone 20	65.67
261 973285051141	Int Street Lights LLD Zone 21	21.89
261 973285071121	Art Street Lights LLD Zone 1	23.13
261 973285071125	Art Street Lights LLD Zone 5	23.63
261 973285071129	Art Street Lights LLD Zone 9	36.28
261 973285071131	Art Street Lights LLD Zone11	35.39
261 973285071135	Art Street Lights LLD Zone15	98.50
261 973285071136	Art Street Lights LLD Zone16	368.65
261 973285071137	Art Street Lights LLD Zone17	728.73
261 973285071138	Art Street Lights LLD Zone18	99.55
261 973285071139	Art Street Lights LLD Zone19	95.08
261 973285071140	Art Street Lights LLD Zone20	32.83
261 973285071142	Art Street Lights LLD Zone 54	26.55
261 973286041121	Admin Consulting Svcs Zone 1	135.92
261 973286041122	Admin Consulting Svcs Zone 2	226.53
261 973286041125	Admin Consulting Svcs Zone 5	316.95
261 973286041127	Admin Consulting Svcs Zone 7	150.92
261 973286041128	Admin Consulting Svcs Zone 8	34.13
261 973286041129	Admin Consulting Svcs Zone 9	325.05
261 973286041131	Admin Consulting Svcs Zone 11	113.23
261 973286041132	Admin Consulting Svcs Zone 12	32.93
261 973286041135	Admin Consulting Svcs Zone 15	326.77
261 973286041136	Admin Consulting Svcs Zone 16B	1,457.88
261 973286041137	Admin Consulting Svcs Zone 17	2,576.64
261 973286041138	Admin Consulting Svcs Zone 18	163.67
261 973286041139	Admin Consulting Svcs Zone 19	249.03
261 973286041140	Admin Consulting Svcs Zone 20	84.87
261 973286041141	Admin Consulting Svcs Zone 21	139.30
261 973286041142	Admin Consulting Svcs Zone 54	33.53
200 Sub Fund	Special Revenue	26,121.04
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261 Fund	Landscape & Lighting Districts	26,121.04
331 9118610	Legal Fees	137.47
331 10078209	TUMF Fees Expenditures	12,862.08
331 10178802	Ortega Swalks & Xwalks Improve	23,900.00
331 35668601	City-wide Signage Svcs	5,960.15

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331 35708802	CC&TS Light&Power Improve	104.17
331 70148232	WW Bike Trail Phs I SA Exp	145.74
331 70158802	WW Bike Trail Phs II Improve	692.00
331 87228802	Indian Cyn/I10 Xchange Improve	100.30
331 87248802	Date Palm/I-10 Xchange Improve	23,359.45
331 87268802	Jefferson/I-10 Xchange Improve	16,131.06
331 89148219	Date Palm WW Bridge Postage	4.31
331 89148231	Date Palm WW Bridge Fed Exp	6,795.62
331 89148232	Date Palm WW Bridge SA Exp	221.55
331 89148601	Date Palm WW Bridge Svcs	660.33
331 89198231	Cath Canyon Bridge Fed Exp	4,114.07
331 89198232	Cath Canyon Bridge SA Exp	240.13
331 89198601	Cath Canyon Bridge Svcs	720.39
300 Sub Fund	Areawide Capital Projects	96,148.82
331 Fund	Areawide Capital Projects	96,148.82
341 9118610	Legal	50.06
300 Sub Fund	Capital Projects	50.06
341 Fund	Assessment District 85-1	50.06
346 9118610	Legal	44.03
300 Sub Fund	Capital Projects	44.03
346 Fund	Assessment District 88-2	44.03
347 86598601	Vista Chino East Services	1,174.00
300 Sub Fund	Capital Projects	1,174.00
347 Fund	Assessment District 88-3	1,174.00
348 86608601	Vista Chino West Services	1,174.00
300 Sub Fund	Capital Projects	1,174.00
348 Fund	Assessment District 96-1	1,174.00

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431 1121 431 9118603 431 9119612	Cash Interfund Control Trustee Fees Tfr Out 491 PFA	301,604.05- 1,960.00 301,604.05
400 Sub Fund	Debt Service	1,960.00
431 Fund	Big League Dreams	1,960.00
448 9118604	Willdan Consulting Services	3,039.72
400 Sub Fund	Debt Service	3,039.72
448 Fund	Assessment District 96-1	3,039.72
449 9118604	Willdan Consulting Services	586.51
400 Sub Fund	Debt Service	586.51
449 Fund	Assessment District 01-01	586.51
491 1121	Cash Interfund Control	301,604.05
491 11331209	2004 B TAB Fiscal Agent Cash	399,541.25
491 11331213	2007 A TAB Fiscal Agent Cash	669,150.00
491 11331214	2007 B TAB Fiscal Agent Cash	2,939,415.75
491 11331215	2007 C TAB Fiscal Agent Cash	1,503,796.88
491 11331220	2015A Lease Fiscal Agent Cash	301,604.05
491 76171220	Tfr In 431 2015A Lease Bond	301,604.05-
400 Sub Fund	Debt Service	5,813,507.93
491 Fund	Public Financing Authority	5,813,507.93
536 11331217	Cash With Fiscal Agent TAB A	3,140,275.00
536 11331218	Cash With Fiscal Agent TAB B	910,375.00
536 11331219	Cash With Fiscal Agent TAB C	705,356.25
530 Sub Fund	Debt Service	4,756,006.25
536 Fund	2014 TABs	4,756,006.25
540 9118201	Materials & Supplies	219.02

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540 9118301 540 9118401 540 9118601	Maintenance & Operations Fleet Maintenance & Operations Professional & Technical Svs	485.92 30.00 45.00
540 Sub Fund	Capital Projects	779.94
540 Fund	Successor Agency Admin	779.94
541 4112	Note Payable Haagen	563.50
540 Sub Fund	Capital Projects	563.50
541 Fund	Successor Agency Other	563.50
551 60058654	CC Downtown Foun Agency Assist	33,000.00
540 Sub Fund	Capital Projects	33,000.00
551 Fund	2007 B Series TAB	33,000.00
552 60108301	Desert Hills Mobile Home M&O	18,490.00
540 Sub Fund	Capital Projects	18,490.00
552 Fund	2007 C Series TAB	18,490.00
561 9118601	Prof & Tech Svcs	2,635.50
561 9118610	Legal Fees	2,130.00
560 Sub Fund	Special Revenue	4,765.50
561 Fund	Successor to Housing Function	4,765.50
611 2123	Fuel - Liquid	15,080.88
611 2126	Fuel - CNG	1,258.02
600 Sub Fund	Internal Service	16,338.90
611 Fund	Equipment Replacement Fund	16,338.90
612 1228027	Dental Insurance - Active	12,389.98

Demand Register - July 2016

Distribution Summary

612 1228028	Vision Insurance - Active	2,556.38
612 1228029	Life Insurance	7,877.73
612 1228030	Long Term Disability Insurance	3,113.43
612 1228031	Short Term Disability Insuranc	7,215.56
612 1228032	Medical Insurance - Active	221,617.81
612 1228039	Dental Insurance - Retiree	5,645.10
612 1228040	Vision Insurance - Retiree	1,355.22
612 1228041	Medical Insurance - Retiree	100,997.58
612 1228303	Property Insurance	246,068.66
612 1228304	Liability Insurance	642,841.25
612 1228305	General Claims & Judgments	9,272.27
600 Sub Fund	Internal Service	1,260,950.97
612 Fund	Insurance Fund	1,260,950.97
613 35468221	Document Imaging - Computers	1,925.70
600 Sub Fund	Internal Service	1,925.70
613 Fund	Technology Fund	1,925.70
614 35678301	Town Square Power Supply M&O	18,861.41
600 Sub Fund	Internal Service	18,861.41
614 Fund	Facilities Fund	18,861.41
711 3321	Deposits From Others	750.00
711 1553324	SMIP Fee	393.04
711 1553326	Multi Species Habitat Cons Pln	7,806.00
711 1553329	Bidg Stds Admin Spec Rev Fund	498.00
711 35613336	CASp Bus License State Revenue	258.30
700 Sub Fund	Trust & Agency	9,705.34
711 Fund	Special Deposits Fund	9,705.34
713 1133	Cash With Fiscal Agent	100,000.00
713 9118604	Willdan Consulting Services	2,987.87
713 20198610	Rio Vista Foreclose Legal Fees	969.69

Demand Register - July 2016

Distribution Summary

700 Sub Fund		Trust & Agency	103,957.56
713 Fund		Rio Vista CFD	103,957.56
752 9118604		Willdan Consulting Services	908.57
700 Sub Fund		Trust & Agency	908.57
752 Fund		Assess Dist 03-01 35th Ave	908.57
753 9118604		Willdan Consulting Services	1,343.21
700 Sub Fund		Trust & Agency	1,343.21
753 Fund		Assess Dist 04-01 Dream Home	es 1,343.21
754 9118604		Willdan Consulting Services	3,464.04
700 Sub Fund		Trust & Agency	3,464.04
754 Fund		Assess Dist 04-02 Cove Area	3,464.04
Total			14,976,317.83
Summary			
Total Manual Check	*		0.00
Total Prepaid Check	*		0.00
Total system Check	*		14,976,317.83
Total			14,976,317.83

JOHN AGUILAR MARK CARNEVALE SHELLEY KAPLAN ZERO BALANCE ON CREDIT CARD - NO STATEMENT

STAN HENRY CREDIT CARD NOT ISSUED



WELLS FARGO® BUSINESS CARD



Page 1 of 4

06/16/16
30
07/18/16
-

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

Inquiries or Questions: WF Business Direct PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 6426 Carol Stream, IL 60197-6426

Payment Information

Available Credit

12

New Balance	\$863.25
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	07/07/16

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

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		\$939.06
Credits		\$42.00
Payments	-	\$939.06
Purchases & Other Charges	+	\$905.25
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$863.25



Rate Information

Your 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	. 7.490%	.02052%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	24.240%	.06641%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$863.25 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 07/07/16. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596	0003 YTG	1	7	12	160616	0	PAGE	1 of 4	10	8891	0300	BXIC	01005596	2127
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Important Information

YOUR ACCOUNT ANNIVERSARY IS APPROACHING. ACCOUNTS THAT HAVE BEEN USED FOR FEWER THAN 12 PURCHASES OR ADVANCES SINCE THE LAST ANNIVERSARY DATE MAY BE SUBJECT TO AN INACTIVE ACCOUNT FEE.

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
05/16	05/18	5543286GS00BQBLHK	UNITED 01629247019363 800-932-2732 TX PETTIS /CHANGE FEE		200.00
		06/22/16 1	PALM SPRINGS PALM SPRINGS		
05/18	05/18	5543687GV4ZKV7KGV	SHERATON LOS ANGELES CA		215.64
		CHECK-IN 05/18/16	FOLIO #956133		
05/23	05/23	5543286H200A625TD	SOUTHWES 5262412738453 800-435-9792 TX		231,97
			PETTIS/GREGORY S		
		06/16/16 1	ONTARIO SACRAMENTO		
		06/16/16 2	SACRAMENTO ONTARIO		
06/03	06/03	5543687HB4ZRTV7J3	SHERATON LOS ANGELES CA		257.64
		CHECK-IN 06/03/16	FOLIO #925367		
06/07	06/07	5543687HM4ZTSKDQ3	SHERATON LOS ANGELES CA	42.00	
		CHECK-IN 06/07/16	FOLIO #1005404		
06/07	06/07	F889100HF00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	939.06	

Wells Fargo News

Now there are no foreign transaction fees when you make international purchases or travel outside of the U.S. With your Wells Fargo Business Card, you can take your business anywhere around the world and have the confidence you'll get: -No foreign transaction fees on your purchases

-Enhanced security with chip card technology

"No foreign transaction fees" applies to business credit cards issued by Wells Fargo, and this account in particular. For information on other Wells Fargo credit and debit cards, please see your account agreement or visit wellsfargo.com.



Agenda Report

File #: 2016-310

Item No: 2.B.

City Council

MEETING DATE: 8/10/2016

TITLE:

City Council Minutes of June 20, 2016, June 29, 2016 and July 13, 2016

FROM:

Tracey Martinez, Deputy City Clerk

RECOMMENDATION:

Approve the City Council Minutes of June 20, 2016, June 29, 2016 and July 13, 2016.

ATTACHMENT:

Minutes - Special Meeting of June 20, 2016

- Minutes Special Meeting of June 29, 2016
- Minutes Regular Meeting of July 13, 2016



CITY COUNCIL SPECIAL MEETING

MINUTES

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Monday, June 20, 2016	SPECIAL MEETING	6:00 PM

CALL TO ORDER

Mayor Stan Henry called the Special Meeting to order at 6:00 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

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

• STATEMENT OF PARTICIPATION BY DEPUTY CITY CLERK

1. SPECIAL PRESENTATION

Certificate of Appreciation for outgoing Parks and Community Events Commissioner Arianna Menon.

Mayor Henry and the City Council presented a Certificate of Appreciation to outgoing Parks and Community Events Commissioner Arianna Menon.

Arianna Menon, thanked the City Council for the Certificate of Appreciation. She expressed her appreciation for the opportunity to serve the community in this capacity and thanked her fellow Commissioners for their guidance and hard work.

2. PUBLIC COMMENT

Sonja Marchand, Cathedral City, was called to speak. She indicated that she supports moving forward as a Charter City. She feels that there should be a recapture provision.

Alan Carvalho, Cathedral City, was called to speak. He thanked the City Council for their involvement to the President Candidate's recent visit to the City. He also thanked the Council for their show of support on the recent tragedy in Orlando, Florida.

3. PUBLIC HEARINGS

3.A. <u>2016-244</u> Public Hearing on Proposed City Charter

<u>Recommendation:</u> Staff recommends the City Council hold a public hearing to receive input regarding the adoption of a City Charter and the content of the draft Charter and provide direction to Staff.

Mayor Stan Henry opened the Public Hearing.

Bethany Ballard, Cathedral City, was called to speak, questioned what a Charter is and what benefit is it to the residents and the City.

Paul Marchand, Cathedral City, was called to speak. Thanked the Council for their accomplishments. He suggested adding language on prevailing wages, living wages, and a recapture provision on tax rebates. He feels that careful consideration should be taken when having the next higher vote getter clause. He feels that the initial draft is good and feels that the City is moving in the right direction.

Tyrone Pearson, Cathedral City, was called to speak. He expressed his thoughts on the proposed City Charter.

Rosario Avila, Cathedral City, was called to speak. Requested that the City spend money to solicit help with the City Charter process. She indicated that she supports district elections.

Tyrone Pearson, Cathedral City, was called to speak. He suggested getting the media involved.

Bethany Ballard, Cathedral City, was called to speak. She referenced a list of websites that she provided to the Council and expressed her concern with having a City Charter.

Paul Marchand, Cathedral City, was called to speak. He is support of district elections. He feels that having the threshold at 60,000 would be better than 75,000. He urged the Council to be proactive.

Mayor Stan Henry indicated that anyone wishing to make comments to the City Council can speak during public comments at any City Council Meeting, send an email to the Deputy City Clerk or Council Members of send letters to the Council. The Council will consider all input from residents. He indicated that there will be another Public Hearing on this item on July 20, 2016.

Mayor Stan Henry closed the Public Hearing and returned the discussion to the City Council.

Mayor Pro Tem Greg Pettis, addressed the comments that were made regarding public financing and partnership with developers. He stated that the draft charter specifically speaks to project labor agreements, so living wages would be included. He stated that the City doesn't do any other financing except for assisting developers with tax rebates, etc., and feels that a capture clause should be included in some form. The draft charter is very clear that the City Council can not raise taxes on its own, it has to go to voters and be a 2/3 vote. He stated that Districts are done by residents not voters and feels that it is not effective to have district elections with communities of our size. He feels that Cathedral City is a very blended community and it would be hard to have districts that would be a true representation. He feels that there are other ways to represent the entire community, residents need to register to vote and vote. He feels that the third highest voter getter language still needs to be addressed as well at the 75,000 population threshold for District Elections. He appreciates the comments that are being made tonight.

Council Member Shelley Kaplan, stated that he brought up the possibility of doing demographic evaluations and evaluate what the implications would be going to District Elections and how it would affect the equality of coverage.

Council Member John Aguilar, stated that he prefers the lower number for the required population to go to District Election. He has heard support for a rotating Mayor instead of a directly elected Mayor. He stated that it is his understanding that a Charter works as a frame work to give the City more authority and control, more content can be added in the future to implement procedures.

Council Member Shelley Kaplan, reminded everyone that with the possible annexation of Thousand Palms, the population would increase about 15,000.

Mayor Stan Henry, stated that eliminating the directly elected City Clerk and Treasurer would be a cost savings of about \$50,000. The survey showed that the residents seemed to be in favor of these positions being appointed by the City Manager. It appears that half of those surveyed are in support of district elections. He agrees with Mayor Pro Tem Pettis that Cathedral City is small right now but in the future will need to move towards district elections. He indicated that he is in favor of a rotating Mayor as opposed to a Directly Elected Mayor, however, he feels that there needs to be guidelines in place to ensure fairness. He feels that more discussion needs to take place with regard to the third highest vote getter.

Council Member Shelley Kaplan, stated that there were 54,000 residents at the last election with approximately 19,000 registered voters, only about 7,500 voted. People need to register to vote and vote. He questioned if the City could set moving violation fines.

Erica Vega, Deputy City Attorney, indicated that those fines are set by the State.

Council Member Mark Carnevale, stated that there are no false pretenses with the proposed Charter. He feels that becoming a Charter City is positive for the City for the present and looking towards the future. He feels that District Elections will come in the future and feels that the only challenge will be the formation of fair district maps that represents the community.

Mayor Stan Henry, stated that he did not stick to the three minute rule due to the importance of the item.

4. CLOSED SESSION

4.A. <u>2016-249</u> Public Employee Performance Evaluation Per Government Code Section 54957 (B) Title: City Manager

The City Council adjourned to Closed Session at 7:14 p.m.

The City Council reconvened at 7:50 p.m.

The City Attorney announced that the Council met in Closed Session and there was no reportable action taken.

ADJOURN

Mayor Stan Henry adjourned the Special City Council Meeting at 7:50 p.m.

STANLEY E. HENRY, Mayor

ATTEST:

GARY F. HOWELL, City Clerk



CITY COUNCIL STUDY SESSION

MINUTES

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, June 29, 2016	STUDY SESSION	4:30 PM

CALL TO ORDER

Mayor Stan Henry called the Study Session Meeting to order at 4:30 p.m.

• ROLL CALL

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

Mayor Pro Tem Greg Pettis participated via telecom:

Kansas City Marriott Downtown 200 West 12th Street Kansas City, MO 64105

AGENDA FINALIZATION

• STATEMENT OF PARTICIPATION BY THE DEPUTY CITY CLERK

1. PUBLIC COMMENT

Allen Worthy, Palm Springs, was called to speak. He referred to his legal case and expressed his dissatisfaction with the Police Department and other agencies that have been involved. He stated that Cathedral City is the place to live and looks forward to moving Catehdral City forward.

2. STUDY SESSION

2.A. <u>2016-250</u> Interview Applicants for the Parks and Community Events Commission

The City Council interviewed the following three candidates to fill the unexpired term on the Parks and Community Events Commission:

Sarah Clapp Conrad Corral Mary Beth Hunt

The appointment of an individual to fill the unexpired term is on the Agenda for the Special Meeting scheduled for June 29, 2016 at 6:30 p.m.

2.B. <u>2016-254</u> Proposal from the Public Arts Commission to purchase a Sculpture Honoring Lalo Guerrero

Alan Carvalho, Co-chairman, Public Arts Commission, presented a repoprt to the City Council requesting that they support the allocation of funds towards the purchase of a sculpture honoring Lalo Guerrero.

It was the consensus of the City Council to support the purchase of the sculpture with the project being fully funded by the Arts in Public Places Fund.

2.C. <u>2016-225</u> Amendments to Medical Cannabis Tax

Maria Scagliotti, Cathedral City, was called to speak. She expressed her concern with the possibility of double taxation. She requested that language be added for vertical cultivation and some preference given to local cultivators and distributors. She indicated that she would love to participate in the process.

It was the consensus of the City Council that the Sub-committee meet again to discuss the proposed Ordinance and the comments that were been made. An amended Ordinance will be brought back to the City Council for consideration.

2.D. <u>2016-252</u> Local Ordinances and State Laws Regulating Firearms

The City Council was provided materials regarding Local and State Laws regulating firearms.

It was the consensus of the City Council to make no changes to the Code at this time but to have the information regulating firearms on the website for those who are interested.

2.E. <u>2016-241</u> Photovoltaic Carport Feasibility

It was the consensus of the City Council to move forward with this project.

3. CLOSED SESSION

The Closed Session Items listed on the Agenda will be heard at the end of the Special City Council Meeting to be held on June 29, 2016.

3.A. <u>2016-245</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 8.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive.

Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency and the City Urban Revitalization Corporation,

Property Owners: City Urban Revitalization Corporation **Under Negotiations**: Property Negotiations

3.B. <u>2016-256</u> Conference with Legal Counsel - Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9 (d)(2):

One Potential Case

3.C. <u>2016-246</u> Conference with Real Property Negotiator Pursuant to Government

Code Section 54956.8.

Property Location: 68730 Buddy Rogers Drive APN 687-472-005
Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency, the City Urban Revitalization Corporation, and Wessman Development
Property Owners: Wessman Development
Under Negotiations: Property Negotiations

ADJOURN

Mayor Stan Henry adjourned the Study Session Meeting at 6:33 p.m.

STANLEY E. HENRY, Mayor

ATTEST:

GARY F. HOWELL, City Clerk



CITY COUNCIL SPECIAL MEETING

MINUTES

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, June 29, 2016	SPECIAL MEETING	6:30 PM

CALL TO ORDER

Mayor Stan Henry called the Special Meeting of June 29, 2016 to order at 6:41 p.m.

• PLEDGE OF ALLEGIANCE

Council Member John Aguilar led the Pledge of Allegiance.

INVOCATION (MOMENT OF REFLECTION)

Council Member Mark Carnevale offered the Invocation.

• ROLL CALL

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

Mayor Pro Tem Greg Pettis participated via telecom:

Kansas City Mariott Downtown 200 West 12th Street Kansas City, MO 64105

AGENDA FINALIZATION

• STATEMENT OF PARTICIPATION BY DEPUTY CITY CLERK

1. PUBLIC COMMENT

Alan Carvalho, Cathedral City, was called to speak. He gave a progress report on the new art gallery space located at City Hall on behalf of the Public Arts Commission. He announced that a soft opening will be held on July 9, 2016.

2. CONSENT AGENDA

A motion was made by Council Member Kaplan, seconded by Council Member Carnevale, to approve the following Consent Agenda Items. The motion carried by the following vote:

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

2.A. <u>2016-257</u> City Council Minutes of June 8, 2016 and June 10, 2016

Recommendation:

Approve the City Council Minutes of June 8, 2016 and June 10, 2016.

This item was approved.

Enactment No: M.O. 6603

2.B. <u>2016-243</u> Acceptance of the Edward Byrne Grant in the amount of \$11,549 from the Bureau of Justice Assistance

<u>Recommendation:</u> Staff recommends the City Council authorize acceptance of the Edward Byrne grant in the amount of \$11,549 from the Bureau of Justice Assistance, and the execution of the attached Interlocal Agreement.

This item was approved.

Enactment No: M.O. 6604

2.C. <u>2016-247</u> Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the CaliforniaFIRST Program

Recommendation: Staff recommends the City Council adopt a Resolution Consenting to the Inclusion of Properties within the City's Jurisdiction in the CaliforniaFIRST Program to Finance Distributed Generation Renewable Energy Sources, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure.

This item was approved.

Enactment No: Reso 2016-28

2.D. <u>2016-255</u> West Coast Artists Art Festival

<u>Recommendation:</u> Staff recommends the approval of SUP#16-010 to allow for the West Coast Artists Art Festival on January 21 - 22, 2017.

This item was approved.

Enactment No: M.O. 6605

3. PUBLIC HEARINGS

4. LEGISLATIVE ACTIONS

4.A. <u>2016-251</u> Appointment to Parks and Community Events Commission

<u>Recommendation:</u> Staff recommends the City Council make an appointment to the Parks and Community Events Commission to fill an unexpired term continuing through June 30, 2018.

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to appoint Sarah Clapp to fill the unexpired term on the Parks and Community Events Commission 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

Enactment No: M.O. 6606

5. COUNCIL REPORTS

Council Member Mark Carnevale, reported that he attended the League of California Cities Conference in Monterey. He received a lot of good information. He feels that the City is on track and moving forwrd in the right direction. He congratulated the Chamber of Commerce on their Orion Awards Event and all of the winners. He wished everyone a Happy and Safe 4th of July.

Council Member John Aguilar, also attended the League of California Cities Conference. While he was there he was able to participate in the Leadership Academy Budget and Finance Class. Cathedral City is way ahead of the game in the budget and finance area and thanked staff for doing a great job. He attended the Chamber of Commerce Orion Awards, which was a excellent event. He reported that he also attended the tour of the new Salvation Army facility and feels that it is a great asset to the community.

Council Member Shelley Kaplan, reported that he attended the CVAG General Assembly Meeting and acknowledged and commended Mayor Henry for Chairing the Executive Committee for this past year. He had the opportunity to attend the Leadership Coachella Valley Event, which is a fantastic leadership program. Four individuals from Cathedral City were graduates from the program. He also had the opportunity to attend the Get Tested Event for elected leaders, which is a grant funded program that was implemented to help get people tested for HIV. It has be a very successful program. All members of the Council participated in the public meeting at St. Louis Church. There was good discussion and there will be ongoing discussions moving forward. He attended the CV Water District meeting where they discussed the increase in water rates. He also had the opportunity to attend the Transgender Pride Event at the Tolerance Center in Rancho Mirage.

Mayor Pro Tem GregPettis, reported that he is attending the National League of Cities Conference in Kansas.

Mayor Stan Henry, reported that he also attended the League of California Cities Conference and was able to attend the Leadership Academy Community Partnership and Stretch Your Dollars classes. Almost everything they talked about the City is already doing. It was a very good check poing to see that we are on the cutting edge. He commended Staff and Commissions on the jobs that they are doing. On Monday he attended the General Assembly Meeting for CVAG. He indicated that a couple of community meetings were held regarding CVLink, a community park and the Vista Chino upgrades. He requested that a summary of those meetings be provided to the City Council at a later Study Session Meeting.

6. CLOSED SESSION

Erica Vega, Assistant City Attorney announced that the City Council will adjourn to Closed Session to discuss the following items:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 - Property located approximately 8.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive.

2. Conference with Legal Counsel, Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9 (d)(2) - One Potential Case

3. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 - Property located at 68730 Buddy Rogers Drive APN 687-472-005.

The City Council adjourned to Closed Session at 7:03 p.m.

The City Council reconvened at 7:59 p.m.

Erica Vega, Assistant City Attorney, announced that the City Council met in Closed Session and there was no reportable action taken.

ADJOURN

Mayor Stan Henry adjourned the Special Meeting of June 29, 2016 at 7:59 p.m.

STANLEY E. HENRY, Mayor

ATTEST:

GARY F. HOWELL, City Clerk



CITY COUNCIL STUDY SESSION

MINUTES

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, July 13, 2016	STUDY SESSION	4:30 PM

CALL TO ORDER

Mayor Stan Henry called the Study Session Meeting of July 13, 2016 to order at 4:30 p.m.

• ROLL CALL

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

• STATEMENT OF PARTICIPATION BY THE DEPUTY CITY CLERK

1. PUBLIC COMMENT

There was no Public Comment.

2. STUDY SESSION

2.A. <u>2016-271</u> Presentation on CVAG's Active Transportation Plan and Transportation Project Prioritization Study

Denis Woods, Director of Transportation, Coachella Valley Association of Governments, presented the City Council with an update on CVAG's Active Transportation Plan and Transportation Project Prioritization Study and how it all relates to Cathedral City.

Rosario Avila, Cathedral City, was called to speak. She questioned if Vista Chino and Ramon Road projects are on the list of projects and how involved is CVAG with the bike trail between Ramon Road and Vista Chino.

Mayor Henry responded that projects that are already funded will not be on the list as well as projects that are funded other than by CVAG and that the bike trail along with CVAG projects will be coordionated.

2.B. <u>2016-266</u> Cathedral City Senior Center Update and Discussion on Funding Needs

Council Member Shelley Kaplan recused himself from this item due to the fact that he is on the Senior Center Board.

Bob McKenchnie, Executive Director, Cathedral City Senior Center, provided an update to the City Council on the progress of the Center and their fund raising efforts and what their funding needs are today.

It was the consensus of the City Council that a formal request for funding from the Senior Center be brought back

to the City Council for action at a later date that includes what the additional funding will be going towards. With proof of fundraising, the \$50,000.00 loan per agreement will be forgiven.

2.C. <u>2016-272</u> Review the 10 year maintenance and operations agreement with the American Youth Soccer Organization (AYSO) for the Cathedral City Soccer Park

Pat Milos, Community Development Director, provided information on the current 10 year Operations and Maintenance Agreement with AYSO, which will be coming to an end in August. A new agreement for Operations and Maintenance Agreement with AYSO was provided to the City Council for review and input.

Jim Engle, AYSO, indicated that there are some new items that were added to the proposed Agreement and provided an explanation for each.

Joseph Gullo, Cathedral City, was called to speak. He expressed his many concerns with the soccer park and the agreement with AYSO. He feels that the park is an asset to the community however, he feels that the residents should be able to use the park not just the soccer club.

It was the consensus of the City Council to create a sub-committee to go over the Agreement and to bring it back to the City Council at a later date for approval. The sub-committee will consist of Pat Milos, Deanna Pressgrove, Chris Parman, Parks and Community Events Chair, Mayor Pro Tem Greg Pettis and Council Member Mark Carnevale.

2.D. <u>2016-287</u> Summary of Incidents related to Fireworks - July 1, 2016 through July 4, 2016

This item was continued to August 10, 2016.

2.E. <u>2016-264</u> Presentation on the Public Review Meeting held for the Vista Chino East and West Roadway Improvements to include medians held on June 14, 2016.

John Corella, City Engineer, gave an overview of the Public Review Meeting that was held for the Vista Chino East and West Roadway Improvements to include medians which was held on June 14, 2016.

Karin Knutson, Cathedral City, was called to speak. She expressed her concerns with losing the left hand turn and the congestion that she feels will be a result of having a median on Vista Chino.

Shauna McGloin, Cathedral City, was called to speak. She expressed her concern with having a median on Vista Chino. It will make access to her home very inconvenient.

Rosario Avila, Cathedral City, was called to speak. She indicated that there are no Planning Commission minutes on the website. She expressed her concerns with having a median on Vista Chino. She feels that people don't know that this is happening and should be properly notified.

Tyrone Pearson, Cathedral City, was called to speak. He thanked the Council for the work that they do.

It was the consensus of the City Council to move forward with the improvements on Vista Chino without the medians.

2.F. <u>2016-270</u> Presentation on designated "No Parking" zones on Perez Road between Cathedral Canyon Drive and Date Palm Drive.

This item was moved to August 10, 2016.

2.G. <u>2016-265</u> Presentation on the Public Workshop held for the proposed community park within the Dream Homes area and presentation made for the grant funded Cathedral City Whitewater Bike Trail held on June 13, 2016 at the Agua Caliente Elementary School.

This item will be discussed during the Regular City Council Meeting.

2.H. <u>2016-274</u> Presentation on the current status of the Ramon Road Bridge Widening Project

This item was moved to August 10, 2016.

2.I. <u>2016-267</u> Get Tested Coachella Valley Campaign

It was the consensus of the City Council to support the "Get Tested Coachella Valley Campaign."

3. CLOSED SESSION

3.A. <u>2016-282</u> Conference with Legal Counsel - Anticipated Litigation, Pursuant to Government Code Section 54956.9 (a) and (d)(4):

One Potential Case

Closed Session Items will be handled at the end of the Regular City Council Meeting.

ADJOURN

STANLEY E. HENRY, Mayor

ATTEST:

GARY F. HOWELL, City Clerk



CITY COUNCIL

MINUTES

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, July 13, 2016	REGULAR MEETING	6:30 PM

CALL TO ORDER

Mayor Stan Henry called the Regular Meeting of Wednesday, July 13, 2016 to order at 6:55 p.m.

• PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Council Member Shelley Kaplan.

INVOCATION (MOMENT OF REFLECTION)

Council Member Mark Carnevale offered the Invocation.

• ROLL CALL

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

Item 2G - Presentation on the Public Workshop held for the proposed community park within the Dream Homes area and presentation made for the grant funded Cathedral City Whitewater Bike Trail held on June 13, 2016, at the Aqua Caliente Elementary School from the Study Session Agenda will be combined with Item 2K on the Regular Agenda.

• STATEMENT OF PARTICIPATION BY THE DEPUTY CITY CLERK

1. PUBLIC COMMENT

Sally Rogers, Cathedral City, was called to speak. She expressed her concern with fireworks this past 4th of July. Illegal fireworks were going off all throughout her neighborhood. Fireworks continue to go off even after the deadline. She feels that it is an inconvenience to the residents and each year it gets worse.

Ellen Goodman, Director Palm Springs Unified School Foundation, was called to speak. She thanked the City for their support of the Glo Run. She felt that this year was a fun, successful event. She presented the Council with a keepsake of photographs from the event.

2. CONSENT AGENDA

Approval of the Consent Agenda

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to approve the following Consent Agenda Items with the removal of Item 2K. 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

2.A. <u>2016-283</u> Receive and file Payment of Claims and Demands

This item was approved.

Enactment No: M.O. 6607

2.B. <u>2016-242</u> Adding Gender Identity to City Non-Discrimination Ordinances

This item was approved.

Enactment No: Ord 779

2.C. <u>2016-261</u> Calling a General Municipal Election to be held Tuesday, November 8, 2016, requesting that the County of Riverside provide election services and establishing regulations for candidates filing an optional Candidate Statement.

This item was approved.

Enactment No: Reso 2016-29/Reso 2016-30

2.D. <u>2016-262</u> Assessment of Special Assessments Against Properties for Nuisance Abatement Costs

This item was approved.

Enactment No: Reso 2016-31

2.E. <u>2016-273</u> Authorize the submission of California Youth Soccer and Recreation Development Program Grant Applications for lighted basketball courts at Panorama and Century Parks.

This item was approved.

Enactment No: Reso 2016-32/ 2016-33 M.O. 6608

2.F. <u>2016-275</u> Recommendation from the Cathedral City Public Arts Commission to purchase a Sculpture honoring Lalo Guerrero in the amount not to exceed \$56,688.50

This item was approved.

Enactment No: M.O. 6609

2.G. <u>2016-276</u> Grant of an Access Easement to the Coachella Valley Water District (CVWD) for access to the Whitewater River Channel, on City Property at west end of Gerald Ford Drive, west of Date Palm Drive.

This item was approved.

Enactment No: M.O. 6610

2.H. <u>2016-277</u> Addendum to the Cathedral City Whitewater River Bike Path CEQA Initial Study/Mitigated Negative Declaration.

This item was approved.

Enactment No: M.O. Reso 2016-34

2.I. <u>2016-278</u> Administrative Policy for Procedures for Responding to Public Records Act Requests

This item was approved.

Enactment No: M.O. 6611

2.J. <u>2016-279</u> Authorization to submit Caltrans Highway Safety Improvement Program (HSIP) Cycle 8 funding applications

This item was approved.

Enactment No: M.O. 6612

2.K. <u>2016-281</u> Authorization to submit a Desert Healthcare Grant Application and authorize the City manager to enter a service agreement with MVR Consulting in the amount of \$5,800 to prepare the application.

John Corella, City Engineer, gave an overview of the public workshop that was held for the proposed community park within the Dream Homes area and the grant funded Cathedral City Whitewater Bike Trail held on June 13, 2016 at the Agua Caliente Elementary School.

Rosario Avila, Cathedral City, was called to speak. She thanked the staff for the neighborhood meeting. She indicated that there was a typo on the spanish side of the flyer and urged them to be careful in the future.

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, to authorize the submittal of a grant application to Desert Healthcare and authorize the City Manager to enter a service agreement with MVR Consulting in the amount of \$5,800 to prepare the application. 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. PUBLIC HEARINGS

4. LEGISLATIVE ACTIONS

4.A. <u>2016-234</u> Permitting of Tobacco Retailers

A motion was made by Council Member Aguilar, seconded by Council Member Kaplan, to introduce and approve the first reading of an Ordinance of the City Council of the City of Cathedral City, California adding Chapter 5.90 of the Cathedral City Municipal Code, "Permitting of Tobacco Retailers" with the amendment to Section 5.90.070 a. 3. MINIMUM AGE FOR PERSON SELLING TOBACCO to read "No tobacco retailer shall engage in tobacco retailing if the person is younger than the eighteen (18) years of age." and adding Chapter 5.90.095 POSSESSION OF TOBACCO OR PARAPHERNALIA BY MINORS "It shall be unlawful for any person who is not at least the minimum age required by state law to purchase tobacco products to possess tobacco products or paraphernalia." 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

4.B. <u>2016-253</u> Burrtec Waste & Recycling Services Request for a Rate Increase on Commercial, Residential, Roll-Off and Multifamily Services

Tyrone Pearson, Cathedral City, was called to speak. He spoke on financial items.

A motion was made by Mayor Pro Tem Pettis, seconded by Council Member Carnevale, to approve a rate increase on the service rates charged to all roll-off, residential, multi-family and commercial customers based on the Consumer Price Index ("CPI") and Riverside County's gate fee increase. 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. 6615

4.C. <u>2016-259</u> Approve the installation of a Photovoltaic Carport System at the Civic Center

A motion was made by Mayor Pro Tem Pettis, seconded by Council Member Kaplan, to authorize the City Manager to execute a Power Purchase Agreement to develop a photovoltaic carport system in the civic center parking lot under Option 2 - New carport system and existing system at \$.1317 for 20 years. 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. 6616

4.D. <u>2016-263</u> Submission to the Voters of a Question Proposing an Amendment to Chapter 3.48 of the Municipal Code related to the Cannabis Tax

A motion was made by Council Member Kaplan, seconded by Council Member Aguilar, approve a Resolution calling and giving notice of the submission to the Voters of a Question proposing an amendment to Chapter 3.48 of the Cathedral City Municipal Code modifying the existing Medical Cannabis Tax to impose the tax on all cannabis biusinesses and tp provide tax cultivation, manufacturing, dispendary and other businesses with the following amendments:

3.48.010 Imposition of tax.

B. Should read "Twenty-five dollars for each square foot or fractional part thereof of cannabis cultivation space."

C. Should read "One dollar for each gram of cannabis concentrate produced or manufactured."

D. Should read "One dollar for each unit of cannabis-infused product other than cannabis concentrate produced or manufactured and packaged or intended for individual sale."

The motion carried by the following vote:

Aye: 5 - Ma

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

5. COUNCIL REPORTS

Council Member John Aguilar, reported that he attended the Regional League of California Cities Meeting in Eastvale and on Sunday he attended a Fundraising Sanctuary Group Home. He reported that he met with residents in the Cove regarding the Charter proposal and requested that inforamtion be distributed as widely as possible for the entire community.

Council Member Mark Carnevale, thanked Police Chief George Crum for everything that he and his Department does for the City. He stated that he supports Law Enforcement and will do what he can to keep the Department safe.

Council Member Shelley Kaplan, reported that he and Mayor Henry attended the opening of the display in the new Public Arts Gallery, "Politics of Plastics." He feels that it is a very interesting display. He announced that the survey of historical sites and districts has begun in the City. He reported that he attended the Chamber of Commerce Luncheon and Sarah Clapp did a great presentation on Guide Dogs of the Desert.

Mayor Pro Tem Greg Pettis, requested that the Cannabis Sub-committee look at adding the extraction and manufacturing of the CVP into the C2 Zone.

Mayor Stan Henry, gave a shout out to Chief Crum for everything he and his Department does. He announced that the "Politics in Plastics" display will be open Mondays and Wednesdays from 9 to noon. He asked that everyone keep the Cathedral City Police Officers in their thoughts during these tough times.

6. CLOSED SESSION

The City Council adjourned to Closed Session at 8:13 p.m.

The City Council reconvened at 8:52 p.m.

City Attorney Eric Vail announced that the City Council met in Closed Session and there was no reportable action taken.

6.A. <u>2016-282</u> Conference with Legal Counsel - Anticipated Litigation, Pursuant to Government Code Section 54956.9 (a) and (d)(4):

One Potential Case

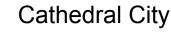
ADJOURN

Mayor Stan Henry adjourned the Regular City Council Meeting at 8:52 p.m.

STANLEY E. HENRY, Mayor

ATTEST:

GARY F. HOWELL, City Clerk





Agenda Report

File #: 2016-258

Item No: 2.C.

City Council

MEETING DATE: 8/10/2016

TITLE:

2016-2017 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 \$100,000.00.

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, 2016 and ending on September 30th, 2017. 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 several operations during the course of the grant period in an effort to bring more attention to the issues of traffic safety within the community. In addition, the acceptance of this grant authorizes the Police Department to purchase a new Police motorcycle which is needed.

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 and the purchase of a new motorcycle not to exceed

File #: 2016-258

\$100,000.00 during the grant period.

ATTACHMENTS: OTS STEP Grant (PT1655)

OTS-38 (Rev. 4/16)	111/21					
1. GRANT TITLE						
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (ST	(EP)					
2. NAME OF AGENCY CITY OF CATHEDRAL CITY	4. GRANT PERIOD					
3. AGENCY UNIT TO ADMINISTER GRANT	From: 10/1/16					
CATHEDRAL CITY POLICE DEPARTMENT	To: 9/30/17					
5. GRANT DESCRIPTION Best practice strategies will be conducted to reduce the involving impairment and other primary collision facto operations focusing on impaired driving, distracted driv pedestrian and bicycle safety. Operations are conducte collisions. Other funded strategies may include public a enforcement.	ving, nighttime seat belt use, motorcycle safety, and d in areas with disproportionate numbers of traffic					
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SH	ALL NOT EXCEED: \$ 100,000.00					
 TERMS AND CONDITIONS: The parties agree to comply with 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) *Items shown with an asterisk (*), are hereby incorporated by ref	ference and made a part of this agreement as if attached hereto.					
These documents can be viewed at the OTS home web page und	· · ·					
 We, the officials named below, hereby swear under penalty of p authorized to legally bind the Grant recipient to the above described in WITNESS WHEREOF, this Agreement has been executed b 8. APPROVAL SIGNATURES 	ibed Grant terms and conditions. y the parties hereto.					
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF AGENCY					
NAME: Julio Luna PHONE: 760770315	NAME: George Crum PHONE: 7607700310					
TITLE: Lieutenant Fax:	TITLE: Chief of Police FAX: 7602021469					
ADDRESS: Cathedral City Police Dept. 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 E-MAIL: jluna@cathedralcity.gov	ADDRESS: Cathedral City Police Dept. 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 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, City of Cathedral City					
TITLE: Administrative Services Director FAX:	Address: 68-700 Avenida Lalo Guerrero					
Address: City of Cathedral City 68-700 Avenida Lalo Guerrero	Cathedral City, CA 92234					
Cathedral City, CA 92234	9. DUNS NUMBER					
E-MAIL: tscott@cathedralcity.gov	DUNS #: 61-415-0373					
	REGISTERED 68700 Avenida Lalo Guerrero					
(Signature) (Date)	ZIP: Cathedral City, CA 92234-1208					
	1					

Page 2 (Office of Traffic Safety Use Only)

EFFECTIVE	DATE OF	AGREEMENT:	<u>10/1/2016</u>	GRANTEE		F CATH	EDRAL CITY		GRANT NO.	<u>PT1721</u>
10. Fin Act	ion No.	1 Date:	7/1/2016		F AGREEME		Initial	Х	Revision	Cont.
Revisio	on No	Date:		PAID M	EDIA PF	ROGRA	M INCOME		TASK NO. 2	F.F.Y. 2017
11. Action		Date.				13.	FUNDING D	ISPO	∠ SITION & STA	
							Fiscal Ye			mount
Initial a	approval of	2017 HSP fund	s obligated.				2016-1	7		100,000.00
						-	2015-1	6	-	100,000.00
						-	2014-1 2013-1		-	
						-		4 Tota	<u> </u>	100,000.00
					Obligated					100 000 00
					Obligated Previousl					100,000.00 0.00
					Total Amo					100,000.00
					TOTAL F	UNDS	PROGRAM	1MEC)	100,000.00
14. FUNDIN	NG DETAIL	- FISCAL YEAR	GRANT PERIOD	ENDING:	9/30/2017	7				
FUND	CFDA	ITEM/APPRO	OPRIATION	F.Y.	CHAPTE	R	STATUTE	PI	ROJECTED EX	(PENDITURES
164AL	20.608	0521-0890-1	101 (10/15)	2015	10/15		2015	\$		6,000.0
402PT	20.600	0521-0890-1	101 (10/15)	2015	10/15		2015	\$		54,000.0
164AL	20.608	0521-0890-1	01 (BA/16)	2016	BA/16		2016	\$		4,000.0
402PT	20.600	0521-0890-1	01 (BA/16)	2016	BA/16		2016	\$		36,000.0
-	-	-		-	-		-	\$		-
-	-	-		-	-		-	\$		-
-	-	-		-	-		-	\$		-
-	-	-		-	-		-	\$		-
					TOTAL FE	EDERA	L FUNDS:	\$		100,000.0
		15. GRAN	T APPROVAL &		TION TO EXI	PEND C	BLIGATED	FUNI	DS	
	A. APP	ROVAL RECOM	MENDED BY		В.	AGRE	EMENT & FL	JNDIN	NG AUTHORIZ	ED BY
NAME:	: JL	LIE SCHILLING	3		NAME:	RH	IONDA L. C	RAF	Т	
TITLE:		ogram Coordina	ator		TITLE:	Dir	ector			
PHONE E-MAIL		16) 509-3018 ie.schilling@ots	ca dov							
	Of	fice of Traffic Sa	afety			Of	fice of Traff	ic Sa	fety	
		08 Kausen Driv < Grove, CA 95					08 Kausen ‹ Grove, CA			
		C GIUVE, CA 90	00				Colove, CA	507	50	
Signatu	ure				Signature					

PAGE 1

1. PROBLEM STATEMENT

The City of Cathedral City is 55 square miles, with a population of over 55,000 people, making it the second largest city in the Coachella Valley. Cathedral City also experiences a seasonal population increase of approximately 15,000 residents from other areas of the United States and Canada. Cathedral City is also home to several 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 to Cathedral City.

In 2012, Cathedral City experienced severe budgetary problems requiring the Police Department to cut approximately 20% of its operating budget. As a result, many positions and specialized assignments were eliminated including the Department's Traffic Unit, which consisted of a Motor Sergeant and two Motor Officers. In the year following the elimination of the Traffic Unit, the fatal collision rate in Cathedral City increased approximately 160% from 3 in 2012 to 8 in 2013 and 5 in 2014. 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 approximately 32%.

As Cathedral City grows, so do the needs of the Police Department to address traffic. In March 2015, the Police Department reinstated the Traffic Unit assigning two Motor Officers to address the increasing traffic issues identified above. While we have made progress in the last year (2015) with the help of the STEP grant, Cathedral City continues to have difficulties with motorcycle and pedestrian involved collisions. In 2012, our OTS ranking for motorcycle involved collisions was 76/102, dropping to 46/103 (the lower the number, the worse the problem) in 2013. Our OTS ranking for pedestrian involved collisions in 2012 was 75/102, dropping to 39/103 in 2013. Statistics have shown that with three motor officers there is a direct correlation in a reduction of fatal, injury traffic collisions and associated traffic violations.

The geographical location of the City of Cathedral City places it in between several exclusive resort locations spread across the Coachella Valley. Palm Springs borders Cathedral City to the west and is the location of the Palm Springs International Airport (PSP). For celebrities and dignitaries alike, this is often the starting point for motorcades requiring escorts or some form of dignitary protection. President Obama frequently pays visits to the Sunnylands compound in Rancho Mirage, which brings the Presidential Motorcade directly through Cathedral City from PSP on one of two routes. Many of the streets and access points along this corridor are narrow and always lined with pedestrians and bicyclists attempting to obtain a view of the President. It is difficult for a four-wheeled patrol vehicle to quickly and efficiently navigate these areas, reducing the effectiveness and efficiency of Cathedral City Police Officers in performing their duties, traffic enforcement and traffic safety. A police motorcycle can rapidly accelerate, stop and sharply maneuver reducing response times. The presence of a police motorcycle with its emergency lighting illuminated and a skilled rider has a tremendous impact on traffic enforcement, traffic safety, crowd control and moving people back. The Officer rider sits high and has a relatively unobstructed view of the surrounding area, enhancing their effectiveness. They are able to ride up to and physically control would-be assailants immediately.

PAGE 2

A. Traffic Data Summary:

Collision Type					2014			2015				
	Colli	sions	Vic	Victims Collisions		Victims		Collisions		Victims		
Fatal	8	3		8		5		5	4		4	
Injury	9	0	1	17	1	14	1	52	9	94	1	32
	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured	Fatal	Injury	Killed	Injured
Alcohol -	1	13	1	14	0	10	0	10	3	11	3	13
Involved												
Hit & Run	1	9	1	11	1	6	1	6	1	7	1	7
Nighttime	0	14	0	17	1	22	1	34	3	11	3	13
(2100-0259 hours)												
	Top 3 Primary Collision Factors Fatal Injury Killed Injured							Injured				
#1 -	CVC 2	CVC 22350 Speed						2	32	2	39	
#2 -	CVC 2	CVC 22107 Unsafe Turning N				nt			0	13	0	21
#3 -	CVC 2	21801 L	eft Turn	Failure	to Yiel	d			0	12	0	19

2. PERFORMANCE MEASURES

A. Goals:

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

PAGE 3

- 11) Reduce hit & run fatal collisions.
- 12) Reduce hit & run injury collisions.
- 13) Reduce nighttime (2100 0259 hours) fatal collisions.
- 14) Reduce nighttime (2100 0259 hours) injury collisions.
- 15) Reduce the number of bicyclists killed in traffic collisions.
- 16) Reduce the number of bicyclists injured in traffic collisions.
- 17) Reduce the number of pedestrians killed in traffic collisions.
- 18) Reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) 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 pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.
- 2) Participate in the following campaigns:
 - National Walk to School Day October 5, 2016
 - National Teen Driver Safety Week October 16-22, 2016
 - NHTSA Winter Mobilization December 16, 2016 to January 1, 2017
 - National Distracted Driving Awareness Month April 2017
 - National Bicycle Safety Month May 2017
 - National Motorcycle Safety Month May 2017
 - National Click It or Ticket Mobilization May 17-20, 2017
 - NHTSA Summer Mobilization August 19, 2017 to September 6, 2017
 - National Child Passenger Safety Week September 17-23, 2017
 - California's Pedestrian Safety Month September 2017
- 3) 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.
- 4) Send 2 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.

- 5) Send 2 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 6) Send 2 law enforcement personnel to the Drug Recognition Expert (DRE) training.
- 7) Conduct 6 DUI Saturation Patrol operation(s).
- 8) Conduct 10 Traffic enforcement operation(s), including but not limited to, primary collision factor violations.
- 9) Conduct 10 Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
- 10) Conduct 4 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. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about motorcycle safety issues.*
- 11) Conduct 4 Night-time (1800 0559 hours) Click It or Ticket enforcement operation(s).
- 12) Conduct 4 highly publicized Pedestrian and Bicycle enforcement operation(s) in areas of or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers. *Note: It is recommended the grantee issue an advance press release and conduct social media activity prior to each operation to publicize and raise awareness about pedestrian and bicycle safety issues.*
- 13) Conduct 1 Traffic Safety educational presentations with an effort to reach 300 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, pedestrian and bicycle safety, seatbelts and child passenger safety.*

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

3. METHOD OF PROCEDURE

A. <u>Phase 1 - Program Preparation, Training and Implementation</u> (1st Quarter of Grant Year)

• The department should develop operational plans to implement the "best practice" strategies outlined in the objectives section.

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- All training should be conducted this quarter.
- All grant-related purchases should be made this quarter.
- In order to develop/maintain the "HOT Sheets," research will be conducted to identify the "worst-ofthe-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.

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

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

Media Requirements

- Submit all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at <u>pio@ots.ca.gov</u>, 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.

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- 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. <u>Phase 3 – Data Collection & Reporting</u> (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.
- 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 has full support of the City of Cathedral City. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B DETAILED BUDGET ESTIMATE GRANT NO. PT1721

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	\$ 10,000.00
402PT	20.600	State and Community Highway Safety	\$ 90,000.00

COST CATEGORY			YEAR ESTI /16 thru 9/30			OTAL COST O GRANT
		10/1		0/1/		U GRAN I
A. PERSONNEL COSTS	CFDA		FY-1			
Positions and Salaries						
<u>Overtime</u>						
DUI Saturation Patrols	20.608	\$	9,000.00		\$	9,000.00
Benefits @ 10.40%	20.608	\$	1,000.00		\$	1,000.00
					\$	-
Traffic Enforcement Operations	20.600	\$	13,500.00		\$	13,500.00
Distracted Driving Operations	20.600	\$	13,500.00		\$	13,500.00
Motorcycle Safety Operations	20.600	\$	5,400.00		\$	5,400.00
Nighttime CIOT Operations	20.600	\$	5,400.00		\$	5,400.00
Traffic Safety Education Presentations	20.600	\$	1,500.00		\$	1,500.00
Bike / Pedestrian Safety Operations	20.600	\$	5,400.00		\$	5,400.00
Benefits @ 10.40%	20.600	\$	4,700.00		\$	4,700.00
Category Sub-Total		\$	59,400.00		\$	59,400.00
B. TRAVEL EXPENSE						
In-State	20.600	\$	500.00		\$	500.00
Out-of-State	20.600	\$	2,400.00		\$	2,400.00
Category Sub-Total		\$	2,900.00		\$	2,900.00
C. CONTRACTUAL SERVICES						
None		\$	-		\$	-
Category Sub-Total		\$	-		\$	-
D. EQUIPMENT						
Police Motorcycle	20.600	\$	35,000.00		\$	35,000.00
Category Sub-Total		\$	35,000.00		\$	35,000.00
E. OTHER DIRECT COSTS	•				•	
Lidar Device	20.600	\$	2,700.00		\$	2,700.00
Category Sub-Total		\$	2,700.00		\$	2,700.00
F. INDIRECT COSTS					4	
None		\$	-		\$	-
Category Sub-Total		\$	-		\$	-
					4	
GRANT TOTAL		\$	100,000.00		\$	100,000.00

SCHEDULE B-1

GRANT NO. PT1721

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 $\frac{84.00}{\text{hour to }}$ to $\frac{118.00}{\text{hour.}}$

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

Overtime Benefit Rates

Workers Compensation	8.50%
Medicare	1.45%
Non-Industrial Disability/NDI	0.45%
TOTAL BENEFIT RATE	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 California Narcotics Officers Association annual 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.*

Out-Of-State

Appropriate staff may attend the annual International Association of Chiefs of Police DRE Conference in support of the grant goals and objectives. *All out-of-state travel not specifically identified in the Schedule B-1 (Budget Narrative) must receive written approval from 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

SCHEDULE B-1

GRANT NO. PT1721

BUDGET NARRATIVE

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EQUIPMENT

1 Police Motorcycle - fully equipped motorcycle to be used for grant purposes. Costs may include communication equipment, emergency equipment package, safety bars and modifications and accessories.

OTHER DIRECT COSTS

1 Lidar Device – light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement.

INDIRECT COSTS

None

PROGRAM INCOME

There will be no program income generated from this grant.

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

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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.

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CERTIFICATIONS AND ASSURANCES

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- 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 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.

CERTIFICATIONS AND ASSURANCES

	Page 5
	structions for Lower Tier Certification 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 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 <i>covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, grant agreement, and voluntarily excluded,</i> 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

- 7. A participant in a covered transaction may rery 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.

CERTIFICATIONS AND ASSURANCES

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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.

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.



Agenda Report

File #: 2016-289

Item No: 2.D.

City Council

MEETING DATE: 8/10/2016

TITLE:

Award a Contract to Westcon Construction Group, Inc. for the Construction of ADA Ramp Improvements along Vista Chino, 30th Avenue and McCallum Way in the amount of \$62,890 and related costs.

FROM:

John A. Corella, P.E., City Engineer

RECOMMENDATION:

Staff recommends the City Council award a contract to Westcon Construction Group, Inc. of Indio, California in the amount of \$62,890 for the construction of ADA ramps along Vista Chino, 30th Avenue, McCallum Way; and approve a fifteen percent (15%) contingency in the amount of \$9,424, City Inspection costs of \$9,800, material inspection costs of \$3,000; and authorize the City Engineer to add additional ADA ramps to the contract in this and/or other qualified low-mod areas of the City, up to an amount not to exceed the total amended encumbrance of \$105,512 for this Project; and authorize the City Engineer to issue the Notice of Award and request bonds and insurance for the Project; and authorize the City Manager (or his designee) to execute the contract documents.

BACKGROUND:

When Cathedral City has an opportunity to secure Federal Funding for projects, City Staff applies for and has been awarded Federal funding, administered through Caltrans. As a result of the award of these Federal Funds, the City is required to evaluate their public facilities to determine their compliance with the Americans with Disabilities Act (ADA) requirements.

In 2015, Cathedral City contracted Disabilities Access Consultants (DAC) to evaluate its public facilities throughout the City for ADA compliance. As a result, a comprehensive report was prepared by DAC for the City describing the findings and areas that were evaluated. This evaluation outlined the type of ADA modifications the City needs to make for ADA compliance and adherence to Federal laws.

DISCUSSION:

On April 13, 2016, the City Council approved a substantial amendment to the City's CDBG Annual Action Plan that removed the San Joaquin Sidewalk Improvement Project and added the Ortega

File #: 2016-289

North Sidewalk Design and the ADA Ramp Improvement Project (Project).

For the Project, Engineering Staff, in conjunction with the DAC report, identified existing and/or nonexistent ADA ramps along Vista Chino, 30th Avenue and McCallum Way that were in high need of installation and/or replacement. The proposed improvements include removal of existing "out of compliance" ADA ramps, construction of new ADA ramps, installation of truncated domes and related appurtenant excavation work in selected low and moderate income areas of Cathedral City.

Subsequently, staff prepared plans, specifications and an invitation to bid for the Project. The Project, once completed will address some of the DAC report cited challenges and achieve some of our goals in the Community Development Block Grant Program (CDBG) Five-Year Consolidated Plan for these improvements. These improvements will give individuals with disabilities compliant access within these areas of the public right of way.

On July 13, 2016, staff received approximately eight (8) construction bids from interested companies. The apparent lowest bidder is Westcon Construction Group, Inc. of Indio, California. The following table represents the bid results for the ADA Ramp Improvement project:

Company	Bid Amount
Westcon Construction Group, Inc.	\$62,890
Zues, Inc.	\$94,000
Matich Corporation	\$107,000
CT&T Concrete Paving, Inc.	\$108,260
S&H Civilworks	\$114,000
All American Asphalt	\$115,500
Unique Performance Construction, Inc.	\$123,000
Hardy & Harper, Inc.	\$210,000

With respect to the low bid amount received by the City, even with the addition of 15% contingency (\$9,434), Engineering Staff is requesting that the City Engineer be authorized to add additional ADA ramps to the contract up to an amount not to exceed the original total CDBG amended budgeted amount of \$105,512 for this Project. When additional ADA ramps are identified, these will be constructed in the same and/or other low and moderate income areas of the City. The additional ramps would further the City's goals for providing accessibility and circulation to disabled individuals throughout the City.

City Engineering Staff is recommending that the City Council approve the following:

File #: 2016-289

1. Award a contract to Westcon Construction Group, Inc. of Indio, California for the bid amount of \$62,890 for the construction of ADA ramps along Vista Chino, 30th Avenue, McCallum Way; and

2. Approve a fifteen percent (15%) contingency for unforeseeable construction costs, in the amount of \$9,424, City Inspection costs of \$9,800, material inspection costs of \$3,000; and

3. Authorize the City Engineer to add additional ADA ramps to the contract in this and/or other qualified low-mod areas of the City, up to an amount not to exceed the total amended encumbrance of \$105,512 for this Project; and

3. Authorize the City Engineer to issue the Notice of Award and request bonds and insurance for the Project; and

4. Authorize the City Manager (or his designee) to execute a contract with Westcon Construction Group, Inc.

ENVIRONMENTAL ANALYSIS:

This project is Categorically Excluded Subject to Section 58.5 under the National Environmental Policy Act (NEPA) for federally funded projects and Categorically Exempt under the California Environmental Quality Act (CEQA).

FISCAL IMPACT:

Approval of the recommended action will have no adverse impact on the City's General Fund. This project will be funded by the FY 2015-2016 CDBG Entitlement award from HUD and/or previously approved CDBG Substantial Amendment. The Substantial Amendment approved in April 2016 budgets this project at \$105,512.

ATTACHMENTS:

1. Construction Contract: Westcon Construction Group, Inc.

2. City Map of Proposed Areas

SECTION 1300

CONTRACT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "**City**, and WESTCON CONSTRUCTION GROUP, INC., herein referred to as, "**Contractor.**"

WITNESSETH:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services for **ADA RAMP IMPROVEMENTS**, **BID NO. B16-03E**, **CITY PROJECT NO. 2511** (the "Work") in the City of Cathedral City, California. The Work shall be done in strict conformity with this Contract, approved Change Orders, the Invitation to Bid dated June 26, 2016, Instructions to Bidders, permits issued by the City or other agencies, the General and Specific Project Requirements, Standard Specifications, Plans, Referenced Specifications, the General Conditions, Supplementary Conditions the Contractor's Bid dated July 13, 2016, and any addenda thereto (the "Contract Documents") all of which shall be considered a part hereof as though fully set herein.

2. Contractor will comply with all Federal, State, County, and City of Cathedral City laws, regulations and policies, which are, as amended from time to time, incorporated herein by reference.

3. All work shall be done in a workman like manner and to the satisfaction of the City Engineer.

4. Time is of the essence in Contractor's performance of the Work for this Contract. Contractor agrees to diligently pursue the performance and completion of the Work in every detail to the satisfaction of the City. Contractor shall commence work after the issuance of a written Notice to Proceed and agrees to have all work completed within **15 working days** from the date of Notification to Proceed.

5. In consideration of said Work, City agrees to pay Contractor such sums as shall be approved by the City Engineer at lump sums and/or unit prices stated in the Contractor's Bid. The total compensation to Contractor for all Work shall not exceed **SIXTY-TWO THOUSAND EIGHT HUNDRED NINTY DOLLARS** (**\$62,890**). All payments shall be subject to approval by the City Engineer and shall be in accordance with the terms, conditions, and procedures provided in the Contract Documents.

6. The Contractor, and any subcontractor engaged by Contractor, shall not pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City up to Two Hundred Dollars (\$200.00) for each calendar day, or fraction thereof, for every workman paid by Contractor or by any subcontractor engaged by Contractor, in violation of this provision (Sections 1770-1777, Labor Code of California).

7. Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to City, as provided in the Contract Documents, the cost of which shall be paid by Contractor.

8. Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any product purchased herein; or any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public.

9. Except as otherwise required, Contractor shall concurrently with the execution of this Contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts provided in the Contract

Documents. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City as an additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.

10. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

11. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$500.00 liquidated damages for each such breach committed under this Contract.

12. Contractor also agrees that for contracts in excess of \$30,000 that apprentices will be employed without discrimination in an approved program in a ratio established in the apprenticeship standards of the craft involved (Sections 1777.5 and 1777.6, Labor Code of California). Contractors who willfully fail to comply will be denied the right to bid on public projects for a period of six months in addition to other penalties provided by law.

13. This Contract shall not be assignable by Contractor without the written consent of City.

14. Contractor shall notify the City Engineer (in writing) forthwith when the Contract is deemed completed.

15. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.

16. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the Work. Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City. Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession.

17. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

18. The Contractor shall maintain and preserve all such records for a period of at least three years after termination of the Contract.

19. The Contractor shall maintain all such records in the City of Cathedral City. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract, Contractor and any or subcontractor is deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of

Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Contract. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates stated below.

"CITY"

CITY OF CATHEDRAL CITY, a California municipal corporation

By:	Dated:
Charles P. McClendon, City Manager	
ATTEST:	
	Dated:
Gary Howell, City Clerk	Dated
APPROVED AS TO FORM:	
	Dated:
Eric Vail, City Attorney	
	"CONTRACTOR"
	D
Dated:	By: Name:
	Title:
Dated:	By:
	Name: Title:

[CONTRACTOR SIGNATURES MUST BE NOTARIZED. IF CONTRACTOR IS A CORPORATION OR LIMITED LIABILITY COMPANY, TWO SIGNATURES MUST BE PROVIDED.]

SECTION 1310

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on August 10, 2016, awarded to WESTCON CONSTRUCTION GROUP, INC., hereinafter designated as the Principal, a Contract for **ADA RAMP IMPROVEMENTS**, **BID NO. B16-03E**, **CITY PROJECT NO. 2511**, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal, and ______, as Surety, are held and firmly bound unto the City in the just and full amount of (_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for one-year guarantee period, during which time this bond remains in full force and effort.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their

seals this ______ day of ______, 2016 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature for Principal

Title of Signatory

Surety

(Seal)

Signature for Surety

Title of Signatory

Address of Surety

Phone # of Surety

Contact Person For Surety

SECTION 1320

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on August 10, 2016, awarded to WESTCON CONSTRUCTION GROUP, INC., hereinafter designated as the Principal, a Contract for **ADA RAMP IMPROVEMENTS**, **BID NO. B16-03E**, **CITY PROJECT NO. 2511**, and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal, and ______, as Surety, are held and firmly bound unto the City in the just and full amount of (), executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the City as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this ______ day of ______, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

	Principal
(Seal)	
	Signature for Principal
	Title of Signatory
	Surety
(Seal)	
	Signature for Surety
	T:41 f C:
	Title of Signatory

Address of Surety

Phone # of Surety

Contact Person For Surety

SECTION 1330

WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature

Title

Date

SECTION 1340

LIABILITY AND INSURANCE REQUIREMENTS

1.0 **INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, demand, damage, liability, loss, cost or expense (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Contractor, or any of the Contractor' employees, or any of its subcontractors arising out of work under this Contract.

The City does not, and shall not, waive any rights that it may have against Contractor, any of the Contractor's employees, or any of its subcontractors 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 Contract. 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, damage, liability, loss, cost or expense described herein. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.0 **INSURANCE REQUIREMENTS**

2.1 General

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Paragraph 1340-2.0, <u>INSURANCE REQUIREMENTS</u>, and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 1340-2.0 <u>INSURANCE REQUIREMENTS</u>.

2.2 Commercial General Liability Policy

The Contractor shall take out and maintain during the life of the Contract, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Two Million Dollar (\$2,000,000) annual project aggregate, for all of the following:

- a. Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- b. Completed Operations/Products, including X, C, and U Coverage.
- c. Independent Contractors.
- d. Blanket Contractual.
- e. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.3 Commercial Business Auto Policy

The Contractor shall take out and maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverage:

- a. Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.
- b. Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy shall have said coverage provided for under the Commercial General Liability Policy.
- c. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.4 Workers' Compensation Insurance

The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

2.5 Endorsements

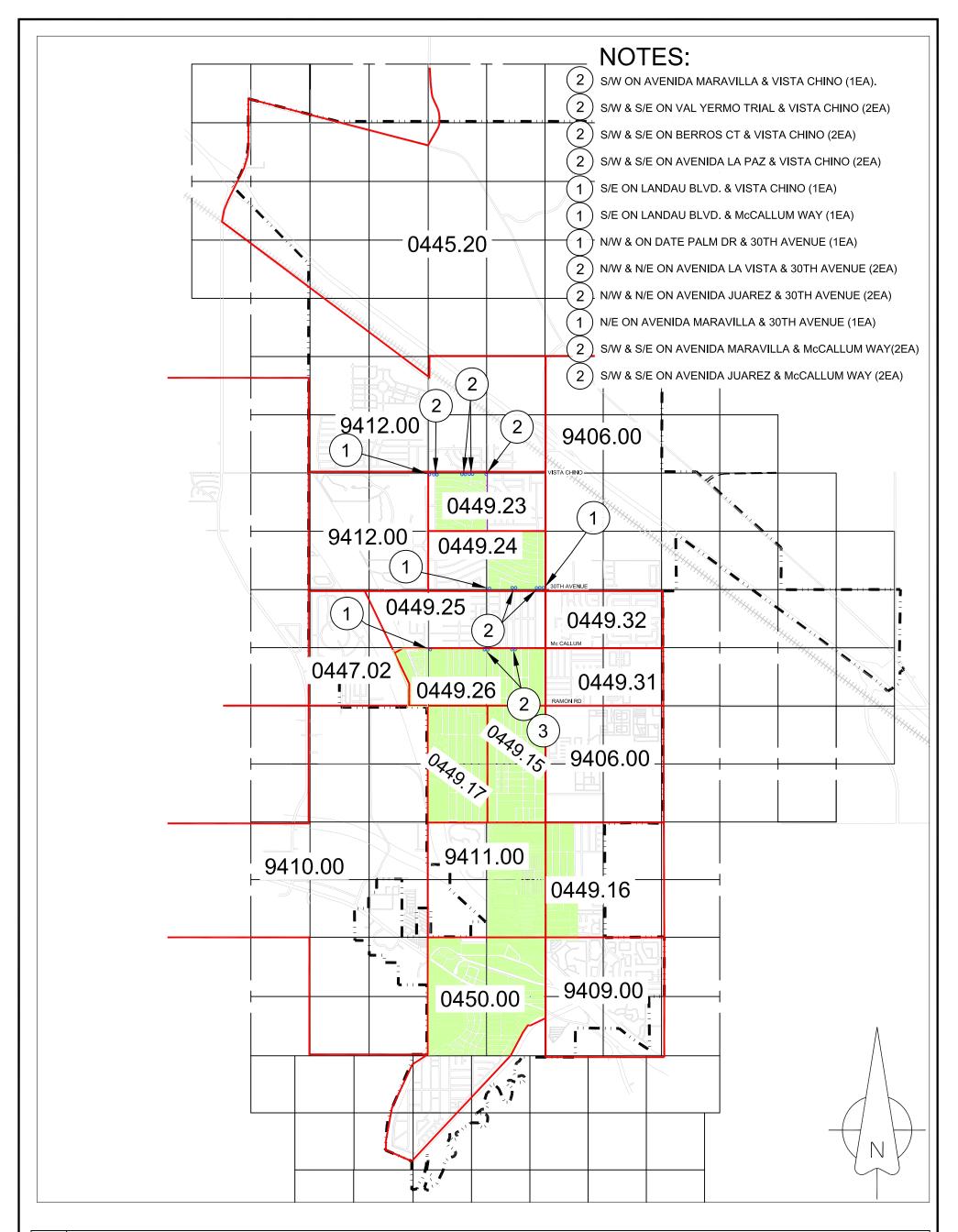
All of the following endorsements are required to be made a part of the policies described in this Section hereof:

- a. "The City, City employees and officers, the City Engineer, its consultants, elected officials, agents, and sub-consultants are hereby added as additional insured insofar as Work done under this Contract is concerned."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance, including self-insured retention, the City may possess, and any other insurance the City does possess shall be considered excess insurance only."
- c. "This insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- d. "Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

City Manager City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

2.6 Change in Terms

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the location identified in Paragraph 1340-2.6.d, <u>Endorsements</u>. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.



REMOVE AND REPLACE RAMPS PER CALTRANS STD. A88A, DETAIL B, CASE A

1

2

REMOVE AND REPLACE RAMPS PER CALTRANS STD. A88A, DETAIL B, CASE A

3 REMOVE AND REPLACE ASPHALT CONCRETE 2' FROM END OF CURB RETURN TO BEGIN OF CURB RETURN

WITH 3" DEEP

Cathedral City	F Y 2016 CDBG PUBLIC IMPROVEMENTS FOR A88A RAMPS	Scale: N.T.S. Date: Sheet: 1 of 1
City of Cathedral City 68—700 Avenida Lalo Guerrero Cathedral City,Ca. 92234 Ph. (760) 770–0340		Drawn By; ERP Checked By: —





Agenda Report

File #: 2016-291

Item No: 2.E.

City Council

MEETING DATE: 8/10/2016

TITLE:

Payment to the Coachella Valley Conservation Commission (CVCC) for the Cathedral Canyon Drive Bridge Conservation Easement Endowment

FROM:

John A. Corella, P. E., City Engineer

RECOMMENDATION:

Staff recommends the City Council approve a one-time payment of \$75,000 to the Coachella Valley Conservation Commission (CVCC) to fund the Cathedral Canyon Drive Bridge Conservation Easement Endowment and authorize the City Manager to execute the Conservation Easement Deed when received from the CVCC.

BACKGROUND:

Construction of the upcoming Cathedral Canyon Drive Bridge Project (Bridge Project) will result in 5.84 acres of temporary and 2.01 acres of permanent unavoidable impacts to waters of the United States within the Whitewater River Stormwater Channel. As a condition of approval to issue a Section 404 Permit to construct the Bridge, the United States Army Corps of Engineers has required Cathedral City to establish a Long Term Management Plan (LTMP) to describe compensatory habitat lands to be managed in perpetuity as mitigation for the Bridge Project's impacts. The subject mitigation lands are being established for long-term conservation and are located within the Upper East Cathedral Canyon Wash (ECCW). These lands are also referred to herein as the Conservation Easement Area ("Project Lands"). The Project Lands will be conserved to compensate for unavoidable impacts to the Whitewater River Stormwater Channel, and to conserve and to protect Waters of the U.S. and covered habitat.

The Project Lands include 9 acres of Waters of the U.S., consisting of Desert Dry Wash Woodland (DDWW) and 9.5 acres of adjacent desert scrub habitat, and totaling 18.7± acres. Both waters of the US and buffer lands are accounted for in the mitigation requirement for both permanent and temporary impacts. The LTMP Signatory Agencies are the City of Cathedral City, the Los Angeles District of the U.S. Army Corps of Engineers ("Army Corps"), Region 9 of the U.S. Environmental Protection Agency ("EPA") and the Coachella Valley Conservation Commission (CVCC). The City shall be the responsible party for compliance with this LTMP. The Army Corps and EPA are referred

File #: 2016-291

to jointly as the Regulatory Agencies (RAs). Any subsequent grading, or alteration of the Project Lands' hydrology and/or topography must be approved by the RAs and the necessary permits, such as a Section 404 permit, must be obtained, if required. The CVCC is a joint powers authority responsible for implementation of the Coachella Valley Multiple Species Habitat Conservation Plan and has no regulatory authority, but can accept and hold conservation easements.

The purpose of this long-term management plan is to ensure the Project Lands are managed, monitored, and maintained as conservation lands in perpetuity. The LTMP establishes objectives, priorities and tasks to monitor, manage, maintain and report on the Waters of the U.S., covered species and covered habitat on the Project Lands. The LTMP is a binding and enforceable instrument, to be implemented upon recordation of the conservation easement covering the Project Lands.

DISCUSSION:

The City of Cathedral City holds title to the Project Lands. The City, and any subsequent owner upon transfer of the title of the Project Lands, is responsible for ensuring implementation of the LTMP, managing and monitoring the Project Lands in perpetuity to preserve habitat and conservation values in accordance with the Bridge Project LTMP. The CVCC will hold the Project Lands and will serve as the land manager, to assist the City with management and monitoring tasks as described in Table 2. LTMP tasks will be funded by the City of Cathedral City through the one-time \$75,000 endowment payment. As the land manager, the CVCC shall be responsible for providing an annual report to the RAs detailing the time period covered, an itemized account of the management tasks and total amount expended.

The Project Lands are located at in the upper reaches of the East Cathedral Canyon Wash (ECCW) and are comprised of an unnamed tributary drainage that includes portions of the NW ¼ of the NW ¼ of Section 9, and portions of the SW ¼ of Section 4, Township 5 South, Range 5 East, SBB&M. The Project lands are located within the corporate boundary of the City of Cathedral City, Riverside County, State of California, and include all or portions of Assessor's Parcel No. 686-310-011 and 686-310-014.

The Project Lands are shown on the attached legal description.

Staff is recommending that the City Council approve a one-time payment of \$75,000.00 to the Coachella Valley Conservation Commission (CVCC) to fund the Cathedral Canyon Drive Bridge Conservation Easement Endowment and authorize the City Manager to execute the Conservation Easement Deed when received from the CVCC.

FISCAL IMPACT:

The Cathedral Canyon Bridge at the Whitewater River is funded at 88.53% with Federal Highway Bridge Program (HBP) funds through HBP Grant BR-NBIL (504). 75% of the local matching funds are provided by CVAG.

File #: 2016-291

There are sufficient funds available in the Right of Way Project element of the Bridge Project to cover the CVCC Endowment for the Cathedral Canyon Bridge's Whitewater River LTMP.

The funding account sources are listed below.

Fund Name/ Source	Full Account Number	Amount	Budget Oper/Capital	Budget Existing/New
Federal HBP; BR- NBIL (504)	331-8919-XXXX	\$66,397.00	Capital	Existing
CVAG TUMF	331-8919-XXXX	\$6,452.00	Capital	Existing
City Measure A	243-8919-XXXX	\$2,151.00	Capital	Existing

Minimal Staff time will be required annually to read the annual reports submitted by the CVCC.

ATTACHMENTS:

CVCC Invoice CC Bridge Easement LTMP Delineation Map Conservation Easement Deed **COACHELLA VALLEY CONSERVATION COMMISSION**

73-710 Fred Waring Dr., Suite 200, Palm Desert, CA 92260 (760) 346.1127 www.cvag.org



INVOICE

Invoice No. CVCC 16005-16

Date: June 21, 2016

Coachella Valley Conservation Commission 73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260-2516 (760) 346-1127

Mr. John Corella, City Engineer City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Re: CVCC Cathedral Canyon Bridge Conservation Easement Endowment Payment - Federal Project Number BR-NBIL (504)

Description:

Maintenance and Monitoring Endowment, to fund in perpetuity the monitoring and management tasks described for CVCC to implement the Long-Term Management Plan for the Mitigation Lands accepted by the US Army Corps of Engineers as compensatory mitigation for unavoidable impacts associated with the construction of the Cathedral Canyon Drive Bridge over the Whitewater River, Federal Project Number BR-NBIL (504).

Amount Due: <u>\$75,000.00</u>

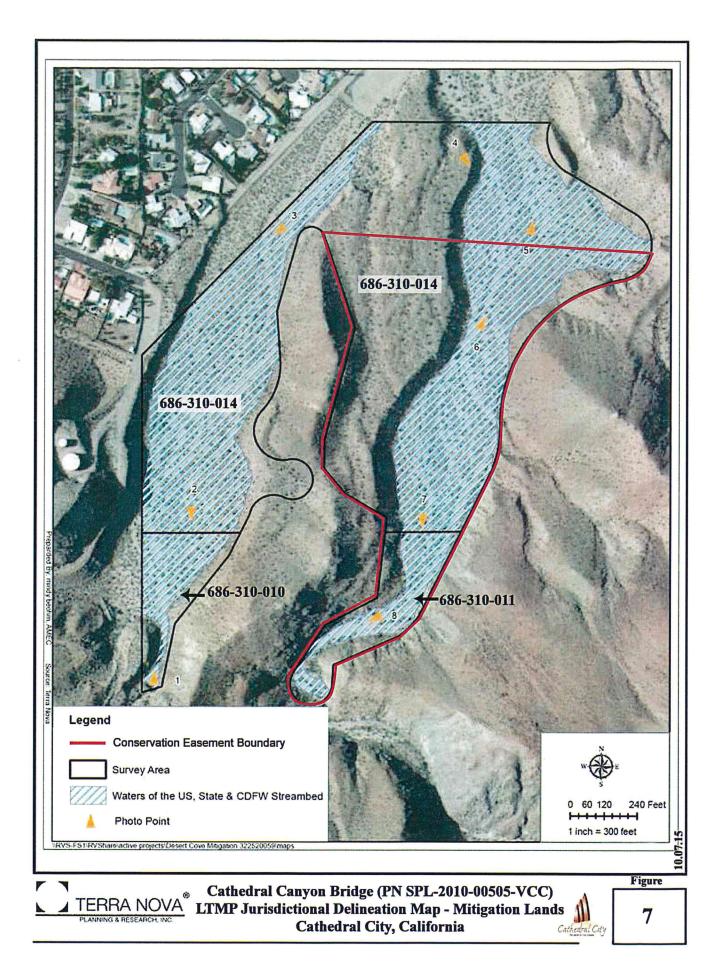
Please Make Check Payable to:

COACHELLA VALLEY CONSERVATION COMMISSION

73-710 Fred Waring Drive, Suite 200 Palm Desert, CA 92260

Attention: Katie Barrows

C



RECORDING REQUESTED BY:

City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

AND WHEN RECORDED MAIL TO:

City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

Revised: January 24, 2016

CONSERVATION EASEMENT DEED

This CONSERVATION EASEMENT DEED ("**Conservation Easement**") is made this _____ day of _____, 2016 by the City of Cathedral City, a governmental entity ("**Grantor**"), in favor of Coachella Valley Conservation Commission, a government entity and Permittee under the Coachella Valley Multiple Species Habitat Conservation Plan, and herein referred to as "**Grantee**".

RECITALS

A. Grantor is the sole owner in fee simple of real property containing 105.36 acres located in the City of Cathedral City, County of Riverside, State of California (the "Property"). The Property is legally described on Exhibit "A" attached hereto and incorporated by this reference. Grantor intends to grant a conservation easement over an 18.7 acre portion of the Property (the "Easement Area"). The Easement Area is legally described on Exhibit "B" and depicted on Exhibit "C" attached hereto and incorporated by this reference.

B. The Easement Area provides, among other things, compensatory mitigation for unavoidable impacts associated with the Cathedral Canyon Drive Bridge over the Whitewater River Project by Grantor pursuant to requirements of the following state and Federal approvals (collectively, "Agency Approvals"): (1) United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. SPL-2010-00505-VCC and any amendments thereto (the "Section 404 Permit"). The Project has already secured approval of a Streambed Alteration Agreement (No. 1600-2010-0148-R6). Project certification pursuant to Section 401 of the federal Clean Water Act from the US Environmental Protection Agency and the California Water Quality Control Board have also been issued.

C. This Conservation Easement is designed to satisfy and is granted in satisfaction of the Agency Approvals.

D. Consistent with the terms and conditions of this Conservation Easement, the Easement Area is and will remain in a Natural Condition as defined herein and is intended to be preserved in its natural, scenic, open condition to maintain its ecological, historical, visual and educational values (collectively, "**Conservation Values**"). The Conservation Values are of importance to the people of the City of Cathedral City and County of Riverside, and the people of the State of California and United States.

E. Grantee is a California joint powers authority created to implement the Coachella Valley Multiple Species Habitat Conservation Plan (CVMSHCP) and is authorized to hold conservation easements pursuant to Civil Code Section 815.3. Specifically, Grantee is a local governmental entity identified in Civil Code Section 815.3(b) and otherwise authorized to acquire and hold title to real property.

F. The ACOE is the Federal agency charged with regulatory authority over discharges of dredged and fill material in waters of the United States pursuant to Section 404 of the Clean Water Act, and is a third party beneficiary of this Conservation Easement.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

In consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the United States and State of California, including Civil Code Section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee and its successors or assigns, as appropriate, a Conservation Easement in perpetuity over the Easement Area of the nature and character and to the extent hereinafter set forth. This Conservation Easement shall run with the land and be binding on Grantor's heirs, successors, administrators, assigns, lessees, and other occupiers or users of the Easement Area or any portion of it.

1. <u>Purpose</u>.

(a) The purpose of this Conservation Easement is to ensure the Easement Area will be managed and preserved in a Natural Condition, as defined herein, in perpetuity and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area (the "**Purpose**"). Grantor intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with this Purpose, including without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

(b) The term "**Natural Condition**," as referenced in the preceding paragraph and other portions of this Conservation Easement, shall mean the condition of the Easement Area, as it exists at the time this Conservation Easement is executed, as well as future enhancements or changes to the Easement Area that occur directly as a result of the following activities:

(1) Compensatory mitigation measures, including implementation, maintenance, and monitoring activities (collectively, "**Compensatory Mitigation**") required by the Agency Approvals and as described in the "Long-Term Management Plan (LTMP) for the East Cathedral Canyon Wash (ECCW) dated March 2016 ("**Mitigation Plan**"), a copy of which is attached as **Exhibit "D;**"

(2) In-perpetuity maintenance ("Long-Term Maintenance") as described in <u>Section 16</u> herein; or

(3) Activities described in <u>Sections 4 and 6</u> herein.

(c) To the best of the Grantor's knowledge, Grantor represents and warrants that there are no structures or improvements existing on the Easement Area at the time this grant is executed. Grantor further represents and warrants that there are no other previously granted easements existing on the Easement Area that interfere or conflict with the Purpose of this Conservation Easement as evidenced by the Title Report attached at Exhibit "E." The present Natural Condition is evidenced in part by the depiction of the Easement Area attached on Exhibit "F," showing all relevant and plottable property lines, easements, dedications, improvements, boundaries and major, distinct natural features such as waters of the United States. Grantor has delivered further evidence of the present Natural Condition to Grantee and ACOE consisting of (1) a color aerial photograph of the Easement Area at an appropriate scale taken as close in time as possible to the date this Conservation Easement is executed; (2) an overlay of the Easement Area boundaries on such aerial photograph; and (3) on-site color photographs showing all man-made improvements or structures (if any) and the major, distinct natural features of the Easement Area.

(d) If a controversy arises with respect to the present Natural Condition of the Easement Area, Grantor, Grantee, or ACOE or any designees or agents of Grantor, Grantee, and ACOE shall not be foreclosed from utilizing any and all other relevant documents, surveys, photographs or other evidence or information to assist in the resolution of the controversy.

(e) The term "**Biological Monitor**" shall mean an independent thirdparty consultant, an employee or Grantee, or a consultant to Grantee with knowledge of Property's resources in the Riverside County area and expertise in the field of biology or related field. 2. <u>Grantee's Rights</u>. To accomplish the Purpose of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee. These rights, without obligation, are also granted to the ACOE or its designees as third party beneficiaries of this Conservation Easement:

(a) To preserve and protect the Conservation Values of the Easement Area; and

(b) To enter upon the Easement Area and Property at reasonable times in order to monitor compliance with and to otherwise enforce the terms of this Conservation Easement;

(c) To prevent any activity on or use of the Easement Area that is inconsistent with the Purpose of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use that is inconsistent with the Purpose of this Conservation Easement; and

(d) To require that all mineral, air, and water rights (if any) as Grantee deems necessary to preserve, protect and sustain the biological resources and Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the Purposes of this Conservation Easement. Grantor shall not transfer, encumber, sell, lease, or otherwise separate the mineral, air or water rights for the Easement Area, or change the place or purpose or use of the known water rights, without first obtaining the written consent of Grantee, which Grantee, in its sole discretion, may withhold. Grantor shall not abandon or allow the abandonment of, by action or inaction, any of Grantor's right, title or interest in and to any known: water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area including without limitation: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; or (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area:

(e) All present and future development rights allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished and such present and future development rights may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise;

(f) The right to enforce by any means, including, without limitation, injunctive relief, the terms and conditions of this Conservation Easement.

(g) The right to enhance native plant communities, including the removal of non-native species and the right to plant trees and shrubs of the same type as currently existing on the Easement Area, or other appropriate native species. Habitat enhancement activities shall not conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

Prohibited Uses. Except as provided in Section 6, any activity on or use of 3. the Easement Area inconsistent with the Purpose of this Conservation Easement and not reserved as a right of Grantor is prohibited. Excepted from prohibited uses are those trail uses set forth in Section 7.3.3.2: Public Use and Trails Management on Reserve Lands within the Santa Rosa and San Jacinto Mountains Conservation Area of the Coachella Valley MSHCP. These include authorized trails as identified in and managed under the Santa Rosa and San Jacinto Mountains Trails Plan, and such Public uses as birdwatching, photography, and scientific research not inconsistent with the Purpose of the Conservation Easement. Without limiting the generality of the foregoing, the following uses by Grantor, Grantee, and their respective guests, agents, assigns, employees, representatives, successors, and third parties are expressly prohibited on the Easement Area except as otherwise provided herein or unless specifically provided for in the Agency Approvals, the Mitigation Plan, and any easements and reservations of rights recorded in the chain of title to the Easement Area at the time of this conveyance (as set forth on Exhibits E and F hereto):

(a) Unseasonable or supplemental watering except for habitat enhancement activities described in <u>Section 2(g)</u>, <u>Section 6(b)</u>, or the Mitigation Plan;

(b) Use of chemical herbicides, pesticides, rodenticides, fungicides, biocides, fertilizers, or other agents or weed abatement activities, except weed abatement activities necessary to control or remove invasive, exotic plant species in accordance with <u>Section 6(c)</u>;

(c) Incompatible fire protection activities except fire prevention activities set forth in <u>Section 6;</u>

(d) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(e) Grazing or other agricultural activity of any kind;

(f) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except those trail uses as set forth in Section 7.3.3.2 of the Coachella Valley MSHCP, including authorized trails as identified in and managed under the Santa Rosa and San Jacinto Mountains Trails Plan;

(g) Residential, commercial, retail, institutional, or industrial structures or uses;

(h) Any legal or de facto division, subdivision or partitioning of the Easement Area;

(i) Construction, reconstruction, expansion, location, relocation, installation or placement of any building, road, wireless communication cell towers, or any other structure or improvement, except as provided for in <u>Section 6</u>, or any billboard, fence, boundary marker or sign, except those signs permitted in <u>Section 5(c)</u>;

(j) Dumping soil, trash, ashes, refuse, waste, bio-solids, garbage or any other material;

(k) Planting, gardening, or introduction or dispersal of non-native plant or animal species;

(I) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, gravel, soil, rock, sand or other material on or below the surface of the Easement Area;

(m) Altering the surface or general topography of the Easement Area, including but not limited to any alterations to habitat, building of roads, trails, and flood control work, or paving or otherwise covering any portion of the Easement Area; except as permitted by the Agency Approvals, or as necessary to implement the Mitigation Plan, or any right reserved in <u>Section 6</u>, or <u>Section 16</u>;

(n) Removing, destroying, or cutting of trees, shrubs or other vegetation, except for (1) emergency fire breaks as required by fire safety officials as set forth in <u>Section 6(e)</u>, (2) prevention or treatment of disease, (3) control of invasive species which threaten the integrity of the habitat, (4) completing the Mitigation Plan, or (5) activities described in <u>Section 4</u>, <u>Section 6</u>, or <u>Section 16</u>. In the event that activity on the Easement Area is necessary to prevent or treat disease as listed herein, the first priority for action shall be chemical and biological methods. No invasive or non-native species shall be introduced to prevent or treat disease, unless chemical or biological methods have failed to resolve the problem and the County of Riverside Department of Environmental Health, or other agency with authority, determines that no other methods will address the problem. Removal of vegetation to prevent or treat disease shall only be allowed if chemical or biological methods have failed to resolve the problem on a showing that removal of vegetation is required on an emergency basis;

(o) Manipulating, impounding or altering any natural watercourse, body of water or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters;

(p) Creating, enhancing, and maintaining fuel modification zones (defined as a strip of mowed land or the planting of vegetation possessing low combustibility for purposes of fire suppression) or other activities that could constitute fuel modification zones; (q) Without the prior written consent of Grantee, which Grantee may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral rights or water rights for the Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area; and

(r) Creation of any encumbrance superior to this Conservation Easement, other than those encumbrances set forth in **Exhibit** "**E**" hereto, or the recording of any involuntary lien (which is not released within thirty calendar days), or the granting of any lease, license or similar possessory interest in the Easement Area which will affect the Conservation Values of the Easement Area; and

(s) Any use or activity that may violate, or fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Easement Area, or the use or activity in question;

(t) No use shall be made of the Easement Area, and no activity thereon shall be permitted, that may adversely affect the Conservation Values of the Property or otherwise interfere with the Purposes of this Conservation Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Conservation Easement, they are unable to foresee all potential future land uses, future technologies, and future evolution of the land and other natural resources, and other future occurrences affecting the Purpose of this Conservation Easement. Grantee, in consultation with ACOE and CDFW, may determine whether (1) proposed uses or proposed improvements not contemplated by or addressed in this Conservation Easement or (2) alterations in existing uses or structures, are consistent with the Purpose of this Conservation Easement.

4. <u>Grantor's Duties</u>. To accomplish the Purpose of this Conservation Easement as described in <u>Section 1</u>, Grantor shall undertake the following construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan until issuance of final approval per the Agency Approvals confirming that Grantor has successfully completed construction, maintenance and monitoring of mitigated areas pursuant to the Mitigation Plan ("**Final Approval**"). This duty is non-transferable. Grantor, its successors and assigns shall:

(a) Undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Easement Area. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under <u>Section 2</u> of this Conservation Easement;

(b) Cooperate with Grantee, its successors or assigns in the protection of the Conservation Values;

(c) Pursuant to <u>Section 16(d)</u>, below, repair and restore damage to the

Easement Area directly or indirectly caused by Grantor, Grantor's guests, representatives, employees or agents, and third parties within Grantor's control; provided, however, Grantor, its successors or assigns shall not engage in any repair or restoration work in the Easement Area without first consulting with the Grantee or its successor or assigns and ACOE; and

(d) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

5. <u>Grantee's Duties</u>. To accomplish the Purpose of this Conservation Easement as described in <u>Section 1</u>, Grantee shall:

(a) Perform at least annual compliance inspections of the Easement Area, prepare an annual inspection report that documents the annual inspection results, and shall make reports available to the ACOE and/or its assignee upon request;

(b) Upon receipt of Final Approval, perform the Long-Term Maintenance of the Easement Area as described in <u>Section 16</u>;

(c) Within 90 days of recordation of this Conservation Easement, erect signs and other notification features saying "Natural Area Open Space," "Protected Natural Area," or similar descriptions. Prior to erection of such signage, Grantee shall submit detailed plans showing the location and language of such signs to the ACOE for review and approval. The erection and maintenance of informative signage shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements;

(d) Pursuant to the requirements of <u>Section 16(e)</u>, below, repair and restore damage to the Easement Area directly or indirectly caused by Grantee, Grantee's guests, representatives, employees or agents, and third parties within Grantee's control provided, however, Grantee, its successors or assigns shall not engage in any repair or restoration work on the Easement Area without first consulting with Grantor and ACOE;

(e) Set aside, hold, invest and disburse adequate Endowment funds (described in <u>Section 17</u>) in trust solely for the purposes of preserving the Conservation Values of the Easement Area under this Conservation Easement in perpetuity. ACOE and/or its assignee shall have the right to review and approve the terms of the endowment agreement, which shall be executed concurrently with this Conservation Easement. ACOE shall be a third party beneficiary of that endowment agreement with the right to review and approve any amendments;

(f) Have a fiduciary duty to ensure that both Endowments held in trust for the Easement Area, are properly managed in accordance with the terms of the approved endowment agreement; and

(g) Obtain any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

6. <u>Reserved Rights</u>. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Easement Area, including the right to engage in or to permit or invite others to engage in all uses of the Easement Area that are not expressly prohibited or limited by, and are consistent with, the Purpose of this Conservation Easement, including the following uses:

(a) <u>Access.</u> Reasonable access through the Easement Area and Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement.

(b) <u>Habitat Enhancement Activities.</u> Creation and enhancement of native plant communities, including the right to plant trees and shrubs of the same type as currently existing on the Easement Area, so long as such activities do not harm the habitat types identified in the Agency Approvals or Mitigation Plan. For purposes of preventing erosion and reestablishing native vegetation, the Grantor shall have the right to revegetate areas that may be damaged by the permitted activities under this <u>Section 6</u>, naturally occurring events or by the acts of persons wrongfully damaging the Natural Condition of the Easement Area. Prior to any habitat enhancement activities, Grantor shall have a Biological Monitor submit detailed plans to the ACOE for review and approval. Habitat enhancement activities shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable statutes, regulations, and permitting requirements.

(c) <u>Vegetation, Debris, and Exotic Species Removal</u>. Removal or trimming of vegetation downed or damaged due to natural disaster, removal of manmade debris, removal of parasitic vegetation (as it relates to the health of the host plant) and removal of non-native or exotic plant or animal species. Vegetation, debris, and exotic plant species removal shall not be in direct or potential conflict with the preservation of the Natural Condition of the Easement Area or the Purpose of this Conservation Easement and shall be performed in compliance with all applicable laws, regulations, and permitting requirements.

(d) No Interference with Development of Adjoining Property.

Notwithstanding anything set forth herein to the contrary, nothing in this Conservation Easement is intended nor shall be applied to in any way limit Grantor or any of Grantor's successors and assigns from (1) constructing, placing, installing, and/or erecting any improvements upon the portions of the Property not constituting the Easement Area and/or (2) developing adjoining property for any purposes, except as limited by any local, state or federal permit requirements for such development and provided that for all of the above clauses (1) and (2) neither such activity nor any effect resulting from such activity amounts to a use of the Easement Area, or has an impact upon the Easement Area, that is prohibited by <u>Section 3</u> above.

(e) <u>Fire Protection</u>. The right, in an emergency situation only, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Easement Area.

7. <u>Enforcement</u>.

Right to Enforce. Grantor, its successors and assigns, grant to the (a) ACOE, the U.S. Department of Justice, and the State of California a discretionary right to enforce this Conservation Easement in a judicial or administrative action against any person(s) or other entity(ies) violating or attempting to violate this Conservation Easement; provided, however, that no violation of this Conservation Easement shall result in a forfeiture or reversion of title. The ACOE, U.S. Department of Justice, and the State of California shall have the same rights, remedies and limitations as Grantee under this Section 7. The rights under this Section are in addition to, and do not limit rights conferred in Section 2 above, the rights of enforcement against Grantor, Grantee and their successors or assigns under the Agency Approvals, or any rights of the various documents created thereunder or referred to therein. The term "Party" means Grantor or Grantee, as the case may be. Grantor, Grantee, and any third party beneficiaries, when implementing any remedies under this easement, shall provide timely written notice to each other of any actions taken under this section, including, but not limited to copies of all notices of violation and related correspondence.

(b) <u>Notice of Violation</u>. In the event that a Party or its employees, agents, contractors or invitees is in violation of the terms of this Conservation Easement or that a violation is threatened, the non-violating Party and/or third party beneficiaries may demand the cure of such violation. In such a case, the non-violating Party and/or third party beneficiaries shall issue a written notice to the violating Party (hereinafter "**Notice of Violation**") informing the violating Party of the actual or threatened violations and demanding cure of such violations. The Notice of Violation shall be sent to the

other Party and third party beneficiaries listed under <u>Section 14</u> of this Conservation Easement.

(c) <u>Time to Cure</u>. The violating Party shall cure the noticed violation within thirty (30) days of receipt of said written Notice of Violation. If said cure reasonably requires more than thirty (30) days, the violating Party shall, within the thirty (30) day period, submit to the non-violating Party and/or third party beneficiaries, as the case may be, for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan. If the violating Party disputes the notice of violation, it shall issue a written notice of such dispute (hereinafter "**Notice of Dispute**") to the appropriate Party and/or third party beneficiary within thirty (30) days of receipt of written Notice of Violation.

(d) <u>Failure to Cure</u>. If the violating Party fails to cure the violation within the time period(s) described in <u>Section 7(c)</u>, above, or <u>Section 7(e)(2)</u>, below, the non-violating Party and/or third party beneficiaries may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by the violating Party with the terms of this Conservation Easement. In such action, the non-violating Party and/or third party beneficiaries may:

(1) Recover any damages to which they may be entitled for violation by the violating Party of the terms of this Conservation Easement or for any injury to the Conservation Values of the Easement Area. The non-violating Party shall first apply any damages recovered to the cost of undertaking any corrective action on the Easement Area. Prior to implementation of any remedial or restorative actions pursuant to this paragraph, ACOE shall be consulted.

(2) Enjoin the violation by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(3) Obtain other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury. This remedy is expressly available notwithstanding the ability to claim damages as provided for in subdivision (1).

(e) <u>Notice of Dispute</u>.

(1) If the violating Party provides the non-violating Party and/or third party beneficiaries with a Notice of Dispute, as provided herein, the non-violating Party and/or third party beneficiaries shall meet and confer with the violating Party at a mutually agreeable place and time, not to exceed thirty (30) days from the date that the non-violating Party and/or third party beneficiaries receive the Notice of Dispute. The non-violating Party and/or third party beneficiaries shall consider all relevant information concerning the disputed violation provided by the violating Party and shall determine whether a violation has in fact occurred and, if so, whether the Notice of Violation and demand for cure issued by the non-violating Party and/or third party beneficiaries is appropriate in light of the violation.

(2) If, after reviewing the violating Party's Notice of Dispute, conferring with the violating Party, and considering all relevant information related to the violation, the non-violating Party and/or third party beneficiaries determine that a violation has occurred, the non-violating Party and/or third party beneficiaries shall give the violating party notice of such determination in writing. Upon receipt of such determination, the violating Party shall have fifteen (15) days to cure the violation. If said cure reasonably requires more than fifteen (15) days, the violating Party shall, within the fifteen (15) day period, submit to the non-violating Party and/or third party beneficiaries for review and approval a plan and time schedule to diligently complete a cure. The violating Party shall complete such cure in accordance with the approved plan.

(f) <u>Conflicting Notices of Violation</u>.

(1) If any Party receives a Notice of Violation that is in material conflict with one or more prior written Notices of Violation that have not yet been cured by the Party (hereinafter "Active Notice(s) of Violation") such that the conflict makes it impossible for the Party to carry out the cure consistent with all prior Active Notices of Violation, the Party shall give written notice (hereinafter "Notice of Conflict") to the non-violating Party and/or third party beneficiaries issuing the later, conflicting Notice(s) of Violation. The Party shall issue said Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries within fifteen (15) days of the receipt of each such conflicting Notice of Violation. A valid Notice of Conflict shall describe the conflict with specificity, including a description of how the conflict makes compliance with all Active Notices of Violation impossible.

(2) Upon issuing a valid Notice of Conflict to the appropriate non-violating Party and/or third party beneficiaries, as described above, the violating Party shall not be required to carry out the cure described in the conflicting Notice or Notices of Violation until such time as the non-violating Party responsible for said conflicting Notice(s) of Violation issue(s) a revised Notice of Violation that is consistent with prior Active Notices of Violation. Upon receipt of a revised, consistent Notice of Violation, the violating Party shall carry out the cure recommended in such notice within the time period(s) described in <u>Section 7(c)</u> above. Notwithstanding <u>Section 7(g)</u>, failure to cure within said time period(s) shall entitle the non-violating Party to the remedies described in <u>Section 7(d)</u> and <u>Section 7(h)</u>.

(3) The failure of the violating Party to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall result in a waiver of the violating Party's ability to claim a conflict.

(q) Immediate Action. In the event that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Area, the Party and/or third party beneficiary seeking enforcement pursuant to Section 7(b) above may immediately pursue all available remedies, including injunctive relief, available pursuant to both this Conservation Easement and state and federal law after giving the violating Party at least twenty four (24) hours' written notice before pursuing such remedies. So long as such twenty-four (24) hours' notice is given, the non-violating Party may immediately pursue all available remedies without waiting for the expiration of the time periods provided for cure or Notice of Dispute as described in <u>Section 7(c)</u>. The written notice pursuant to this paragraph may be transmitted to the violating Party by facsimile and shall be copied to the other Party and/or third party beneficiaries listed in Section 14 of this Conservation Easement. The rights of the non-violating Party and/or third party beneficiaries under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement. The violating Party agrees that the remedies at law for any violation of the terms of this Conservation Easement are inadequate and that the non-violating Party and third party beneficiaries shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7(g) shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815, et seq., inclusive.

(h) <u>Costs of Enforcement</u>. Any costs incurred by a Party in enforcing the terms of this Conservation Easement against another Party, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by a Party's violation or negligence under the terms of this Conservation Easement shall be borne by the violating Party.

Enforcement Discretion. Enforcement of the terms of this (i) Conservation Easement by a Party and/or third party beneficiary shall be at the discretion of the Party and/or third party beneficiary, and any forbearance by such Party and/or third party beneficiary to exercise its rights under this Conservation Easement in the event of any breach of any term of the Conservation Easement by a Party or any subsequent transferee shall not be deemed or construed to be a waiver by the nonviolating Party and third party beneficiary of such terms or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the rights of the non-violating Party and third party beneficiary under this Conservation Easement. No delay or omission by the non-violating Party and/or third party beneficiaries in the exercise of any right or remedy upon any breach by the violating Party shall impair such right or remedy or be construed as a waiver. Further, nothing in this Conservation Easement creates a non-discretionary duty upon the non-violating Party and/or third party beneficiaries to enforce its provisions, nor shall deviation from these terms and

procedures, or failure to enforce its provisions give rise to a private right of action against the non-violating Party and/or third party beneficiaries by any third parties.

(j) <u>Acts Beyond Grantor's Control</u>. Nothing contained in this Conservation Easement shall be construed to entitle Grantee, its successors or assigns to bring any action against Grantor, its successors or assigns for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantor's control, including without limitation, fire not caused by Grantor, flood, storm, and earth movement;

(2) Any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes; provided that once the emergency has abated, Grantor, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(3) Acts by Grantee, ACOE, or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantor's control.

Notwithstanding the foregoing, Grantor must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(k) <u>Acts Beyond Grantee's Control</u>. Nothing contained in this Conservation Easement shall be construed to entitle Grantor, its successors or assigns to bring any action against Grantee, its successors or assigns for any injury to or change in the Easement Area resulting from:

(1) Any natural cause beyond Grantee's control, including without limitation, fire not caused by Grantee, flood, storm, and earth movement;

(2) Any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes, provided that once the emergency has abated, Grantee, its successors or assigns promptly take all reasonable and necessary actions required to restore the Easement Area to the condition it was in immediately prior to the emergency;

(3) Acts by Grantor, ACOE or their employees, directors, officers, agents, contractors, or representatives; or

(4) Acts of third parties (including any governmental agencies) that are beyond Grantee's control.

Notwithstanding the foregoing, Grantee must obtain any applicable governmental permits and approvals for any emergency activity or use permitted by this Conservation Easement, and undertake any activity or use in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders or requirements.

(I) <u>Use of Endowment</u>. If a court of competent jurisdiction determines that there has been a violation of any term of this Conservation Easement:

(1) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to pay damages awarded as part of the judgment;

(2) Funds from the Maintenance and Monitoring Endowment which was created to manage the Easement Area cannot be used to restore the Easement Area to the condition in which it existed prior to the violation; and

(3) In lieu of recovering monetary damages against Grantee from any source, ACOE may direct the role of Grantee and related management responsibility to a new entity, which shall be a public agency or non-profit concerned with conservation.

8. <u>Access</u>. This Conservation Easement does not convey a general right of access to the public or a general right of access to the Easement Area.

9. <u>Costs and Liabilities</u>.

(a) Grantor, its successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance (except Long-Term Maintenance pursuant to <u>Section 16</u>) of the Property. Grantor agrees Grantee and ACOE shall not have any duty or responsibility for the operation, upkeep, or maintenance (except Long-Term Maintenance pursuant to <u>Section 16</u>) of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor, its successor or assign remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

(b) Hold Harmless.

(1) Grantor, its successors and assigns shall hold harmless, protect, defend and indemnify ACOE and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("ACOE Indemnified Party" and collectively, "ACOE Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause unless caused by the negligence or willful misconduct of any of the ACOE Indemnified Parties.

(2) Grantor, and its successors and assigns shall hold harmless, protect, defend and indemnify Grantee and its respective directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them ("Grantee Indemnified Party" and collectively "Grantee Indemnified Parties") from and against any and all Claims which are in contravention of this Conservation Easement, arising from or in any way connected with: injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the area of the Property not constituting the Easement Area regardless of cause unless caused by the negligence or willful misconduct of any of the Grantee Indemnified Parties.

10. <u>Taxes, No Liens</u>. Grantor and its successors and assigns shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and ACOE with satisfactory evidence of payment, if assessed, upon request. Grantor, Grantee, and their successors and assigns shall keep the Easement Area free from any liens. Should either Grantor's work or Grantee's work in or upon the Easement Area result in a lien on the Easement Area Grantor or Grantee, as the case may be, shall take all steps required to have said lien removed from the Easement Area.

11. <u>Condemnation.</u> Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the California Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Easement Area, if at all, only as provided in Code of Civil Procedure section 1240.055. If any person seeks to acquire the Easement Area for public use, Grantor shall provide notice to Grantee and ACOE and comply with all obligations of the holder of a conservation

easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with California Government Code section 65966(j), and the location of the replacement property is subject to approval by ACOE and within six (6) months of acquiring the replacement property, Grantor shall record a conservation easement over the replacement property, in a form approved by Grantee and ACOE prior to recordation.

12. <u>Subsequent Transfers</u>.

(a) <u>By Grantee</u>.

(1) This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and delegate obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 and Government Code Section 65966 (or any successor provision(s) then applicable) and only with the prior written approval of Grantor and ACOE; and

(2) Grantee shall record the assignment in the County of

Riverside;

(3) Unless otherwise provided for through the Grantor's establishment and maintenance of Endowment Funds, or as otherwise agreed by Grantor, Grantee and ACOE, along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in the Endowment established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations; and

(4) Unless otherwise agreed by Grantor, Grantee and ACOE, along with such transfer of this Conservation Easement, Grantee shall transfer any funds remaining in both Endowments established under this Conservation Easement, after deducting reasonable costs of transfer and the cost of satisfying all outstanding contracts and obligations.

(b) <u>By Grantor</u>.

(1) The covenants, conditions, and restrictions contained in this Conservation Easement are intended to and shall run with the land and bind all future owners of any interest in the Easement Area. Grantor, its successor or assign agrees to (i) incorporate by reference to the title of and the recording information for this Conservation Easement in any deed or other legal instrument by which each divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest and (ii) give actual notice to any such transferee or lessee of the existence of this Conservation Easement. Grantor, its successor and assign agrees to give written notice to Grantee and ACOE of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor, its successor or assign to perform any act provided in this <u>Section 12</u> shall not impair the validity of this Conservation Easement or limit its enforceability in any way, and Grantor, its successors or assigns assume any liability relating to transfer(s) or assignment(s) to bona fide purchasers without notice of the existence or terms of this Conservation Easement.

(2) From and after the date of any transfer of all or any portion of the Easement Area by Grantor and each transfer thereafter, (i) the transferee shall be deemed to have assumed all of the obligations of Grantor as to the portion transferred, as set forth in this Conservation Easement, (ii) the transferee shall be deemed to have accepted the restrictions contained herein as to the portion transferred, (iii) the transferor, as applicable, shall have no further obligations hereunder except for any obligations pursuant to <u>Section 20(g)</u>, and (iv) all references to Grantor in this Conservation Easement shall thereafter be deemed to refer to such transferee.

13. <u>Additional Interests</u>. Grantor, its successors and assigns shall not grant additional easements or other interests in the surface or subsurface of the Easement Area (other than a security interest that is subordinate to this Conservation Easement) without the prior written authorization of Grantee and ACOE. It shall be reasonable for Grantee and ACOE to withhold consent for the grant of additional easements or other interest in the Easement Area that are in direct or potential conflict with the Agency Approvals and the preservation of the Purpose and the Natural Condition of the Easement Area as defined in <u>Section 1</u> of this Conservation Easement or will impair or otherwise interfere with the Conservation Values of the Easement Area. Grantor or its successors and assigns shall record any additional easements or other interests in the Easement Area approved by Grantee and ACOE, in the official records of Riverside County, California and shall provide a copy of the recorded document to Grantee and ACOE.

14. <u>Notices</u>. All notices, demands, requests, consents, approvals, or communications from one party to another shall be personally delivered or sent by facsimile to the persons set forth below or shall be deemed given five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested, and addressed as follows, or at such other address as any Party may from time to time specify to the other parties in writing:

To Grantor:	City Attorney City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Fax: 760-770-0399
To Grantee:	Coachella Valley Conservation Commission 73-710 Fred Waring Drive, Suite 119

	Palm Desert, CA 92260 Fax: 760-340-5949
With a copy to:	District Counsel U.S. Army Corps of Engineers Los Angeles District 915 Wilshire Boulevard, Room 1535 Los Angeles, CA 90017-3401 FAX: 213-452-4217

15. <u>Amendment</u>. Grantor and Grantee may amend this Conservation Easement only by mutual written agreement and with the written consent of the ACOE. Any such amendment shall be consistent with the Purpose of this Conservation Easement and shall not affect its perpetual duration. Grantor shall record any amendments to this Conservation Easement approved by the Grantee and ACOE in the official records of Riverside County, California and shall provide a copy of the recorded document to the Grantee and ACOE.

16. Long-Term Maintenance.

(a) <u>Grantee's Responsibilities for Maintenance and Management</u>. Grantee, its successors and assigns shall be responsible for in-perpetuity, ongoing, long-term maintenance and management of the Easement Area. Such long-term maintenance and management shall consist of the following activities: (1) annual removal of trash or man-made debris and (2) annual maintenance of signage and other notification features installed pursuant to <u>Section 5(c)</u>.

(b) <u>Restoration Responsibilities</u>. Grantor, Grantee, their successors and assigns shall each individually be obligated to repair, remediate, or restore the Easement Area damaged by any activities prohibited by <u>Section 3</u> herein for which it is responsible.

(c) <u>Annual Reporting</u>. Grantee, its successors and assigns shall prepare an annual monitoring and maintenance report documenting activities performed under <u>Section 16(a)</u> above, and shall make such report available to the Grantor and ACOE upon request.

(d) <u>Grantor Restoration</u>. When activities are performed pursuant to <u>Section 16(b)</u> for which Grantor is responsible, Grantee, its successors and assigns, shall retain, at Grantor's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have its Biological Monitor submit a draft Restoration Plan to Grantor and ACOE for review and for ACOE written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to Grantor and ACOE within thirty (30) days of completion of restoration

activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented. Grantor shall be responsible for compensating and/or reimbursing Biological Monitor and Grantee for all reasonable and ordinary expenses incurred by them in discharging their respective responsibilities under this subsection within thirty (30) days of invoice.

Grantee Restoration. When activities are performed pursuant to (e) Section 16(b) for which Grantee is responsible, Grantee shall retain, at Grantee's expense, a qualified Biological Monitor to prepare a Restoration Plan and to oversee/monitor such restoration activities. Grantee shall have a Biological Monitor submit a draft Restoration Plan to ACOE for review and written approval prior to its implementation. Upon completion of restoration as specified in the approved Restoration Plan, Grantee shall have a Biological Monitor prepare a detailed monitoring report, and Grantee shall make the report available to ACOE within thirty (30) days of completion of restoration activities. Grantee, its successors or assigns and Biological Monitor shall sign the monitoring report, and the report shall document the Biological Monitor's name and affiliation, dates Biological Monitor was present on-site, activities observed and their location, Biological Monitor's observations regarding the adequacy of restoration performance by the Grantee, its successors or assigns, or its contractor in accordance with the approved Restoration Plan, corrections recommended and implemented.

17. <u>Funding</u>.

Initial Financing Requirement. Concurrent with recordation of this (a) Conservation Easement, Grantor shall pay to Grantee Dollars (\$.00) ("Initial Financial Requirement"), which Initial Financial Requirement is for the purpose of reimbursing Grantee for its cost and expenses incurred in connection with its acceptance of the Conservation Easement, and for fulfilling certain of Grantee's obligations hereunder for up to the first three (3) years following the date of this Conservation Easement.

(b) <u>Permanent Endowment</u>. In addition to the Initial Financial Requirement and in accordance with the endowment agreement, concurrent with recordation of this Conservation Easement Grantor shall pay to Grantee an endowment in the amount of Seventy Five Thousand Dollars (\$75,000.00) ("**Maintenance and Monitoring Endowment**"). The Endowment is for the purpose of fulfilling Grantee's obligations under this Conservation Easement.

(c) <u>Legal Enforcement and Defense Endowment</u>. Prior to the recordation of this Conservation Easement, Developer shall pay to Grantee a legal enforcement and defense endowment in the amount of ______dollars (\$_____.00) ("Legal Enforcement and Defense Endowment").

18. <u>Recordation.</u> Grantee shall promptly record this instrument in the official records of Riverside County, California and immediately notify the Grantor and ACOE through the mailing of a conformed copy of the recorded easement.

19. <u>Estoppel Certificate.</u> Upon request, Grantee shall within fifteen (15) days execute and deliver to Grantor, its successors and assigns any document, including an estoppel certificate, which certifies compliance with any obligation of Grantor, its successors and assigns contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement as may be requested by Grantor, its successors and assigns.

20. <u>General Provisions</u>.

(a) <u>Controlling Law.</u> The laws of the United States and the State of California, disregarding the conflicts of law principles of such state, shall govern the interpretation and performance of this Conservation Easement.

(b) <u>Liberal Construction.</u> Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of and to effect the Purpose of this Conservation Easement and the policy and purpose set forth in California Civil Code Section 815, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) <u>Severability.</u> If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) <u>Entire Agreement.</u> This instrument together with the attached exhibits and any documents referred to herein sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with <u>Section 15</u>.

(e) <u>No Forfeiture</u>. Nothing contained herein will result in a forfeiture or

reversion of Grantor's title in any respect.

(f) <u>Successors and Assigns.</u> The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area. The covenants hereunder benefiting Grantee shall also benefit the ACOE as a third party beneficiary.

(g) <u>Termination of Rights and Obligations</u>. Provided the transfer was consistent with the terms of this Conservation Easement, a party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Easement Area (respectively), except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) <u>Captions.</u> The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) <u>Counterparts.</u> The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(j) <u>Exhibits</u>. All Exhibits referred to in this Conservation Easement are attached and incorporated herein by reference.

(k) <u>No Hazardous Materials Liability.</u>

(1) Grantor represents it is unaware of any release or threatened release of Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor herein, Grantor hereby releases and agrees to indemnify, protect, defend and hold harmless the Grantee Indemnified Parties and the ACOE Indemnified Parties (defined in Section 9(c)(1) and 9(c)(2)) against any and all Claims (defined in Section 9(c)(1)) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to Grantee Indemnified Parties and to the ACOE Indemnified Parties with respect to any Hazardous Materials placed, disposed or released by Grantee Indemnified Parties or ACOE Indemnified Parties. This release and indemnification includes, without limitation, Claims for (i) injury to or death of any person

or physical damage to any property; and (ii) the Grantor's violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below).

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives Grantee and ACOE any of the following:

(i) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "**CERCLA**"); or

(ii) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(iii) The obligations of a responsible person under any applicable Environmental Laws; or

(iv) The right to investigate and remediate any Hazardous Materials associated with the Property unless said investigation or remediation is related to the investigation or remediation of the Easement Area; or

(v) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property unless said investigation or remediation by Grantor is related to the Easement Area.

The term "**Hazardous Materials**" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA; Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement.

The term "**Environmental Laws**" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor and Grantee represents, warrants and covenants to each other and to ACOE that Grantor and Grantee's activities upon and use of the Easement Area will comply with all Environmental Laws.

(I) <u>Extinguishment</u>. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(m) <u>Warranty</u>. Grantor represents and warrants that there are no outstanding mortgages, liens, deeds of trust, encumbrances or other interests in the Easement Area (including, without limitation, mineral interests) which have not been expressly subordinated to this Conservation Easement, and that the Easement Area is not subject to any other conservation easement.

(n) <u>No Merger</u>. The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless Grantor, Grantee, and ACOE otherwise agree in writing, a replacement conservation easement containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

(o) <u>Change of Conditions</u>. If one or more of the Purposes of this Conservation Easement may no longer be accomplished, such failure of purpose shall not be deemed sufficient cause to terminate the entire Conservation Easement as long as any other purpose of the Conservation Easement may be accomplished. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. Grantor and Grantee agree that global warming and climate change-caused effects shall not be a basis for termination of this Conservation Easement.

[REMAINDER LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF Grantor and Grantee have executed this Conservation Easement the day and year first above written and have agreed to be bound by the terms and provisions hereof.

GRANTOR:

City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

By:

By:	
Name:	
Title:	

CERTIFICATE OF ACCEPTANCE

This is to certify that the Conservation Easement by the City of Cathedral City, a municipal corporation, dated ______, 20_____, to ______ is accepted by the undersigned officers on behalf of Grantee.

GRANTEE:

Coachella Valley Conservation Commission 73-710 Fred Waring Drive, Suite 119 Palm Desert, CA 92260

By:			
Name:			
Title:			
Date:			

Attest:

By:		
Name:		
Title:		
Date:		

State of California}

County of Riversid	le_}	
On	before me,	,
Date		Here Insert Name and Title of the Officer
personally appear	ed	
		Name(s) of Signer(s)
		who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
		WITNESS my hand and official seal.
		Signature
Place Nota	ry Seal Above	Signature of Notary Public

e me,,
Here Insert Name and Title of the Officer
Name(s) of Signer(s)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature bove Signature of Notary Public

County of Riverside	}	
On	_ before me,	,
Date		Here Insert Name and Title of the Officer
personally appeared	d	
		Name(s) of Signer(s)
		who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
		WITNESS my hand and official seal.
Place Notary Se	eal Above	Signature Signature of Notary Public

Exhibit A

Legal Description of Property

Exhibit B

Legal Description of Easement Area

Exhibit C

Depiction of Easement Area

Exhibit D

Long-Term Management Plan

Exhibit E

Title Report

Exhibits F-1 and F-2

Current Natural Condition of the Easement Area

[See Attached Biological Resources Assessment Report]





Agenda Report

File #: 2016-292

Item No: 2.F.

City Council

MEETING DATE: 8/10/2016

TITLE:

Contract award to Hardy & Harper, Inc. in the amount of \$939,000 for Construction of the Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements

FROM:

John A. Corella, P. E. - City Engineer

RECOMMENDATION:

Staff recommends the City Council award a contract to Hardy and Harper, Inc. in the amount of \$939,000.00 for the Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements; and approve an approximate 15% contingency (\$141,000); and approve City construction inspection at a cost of \$20,000 and materials testing services at a cost of \$15,000, thereby, making the total encumbrance \$1,115,000.00 for the project; and 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 with Hardy and Harper, Inc.

BACKGROUND:

The City of Cathedral City, requested bids from qualified contractors to construct the

Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements (Project). The City proposes to re-construct the pavement on the two roadways between East Palm Canyon Drive and Perez road. The work includes construction of ADA compliant access ramps and the raised median curbing on East Palm Canyon Drive between Date Palm Drive and Sungate Way.

Note: The median interior landscaping work will be bid out separately as this type of work involves other trades specializing in landscaping and decorative concrete work. Design plans for the median landscaping work are underway at this time.

All of the work will be performed within the existing roadway right-of-way. The project is located within the City of Cathedral City and is in compliance with the California Environmental Quality Act (CEQA).

DISCUSSION:

In general, the project consists of furnishing all labor, materials, necessary tools, equipment, supervision and transportation required for the rehabilitation of the pavement on Date Palm Drive and Cathedral Canyon Drive, both between East Palm Canyon Drive and Perez Road. The project

File #: 2016-292

includes re-construction of sidewalk ramps on both roadways and construction of raised median curb on East Palm Canyon Drive between Date Palm Drive and Sungate Way. All work and resulting improvements will fully comply with the currently adopted Coachella Valley State Implementation Plan (CVSIP) for PM - 10 control regulations, including Best Management Practices during the construction process.

The Project construction period is limited to 20 working days.

Staff circulated a call for bids to construct the Project on June 17, 2016. The call for bids was circulated to Southern California Plan Rooms as well as being advertised in newspapers of local and regional circulation. Sealed bids for the Project were received on July 26, 2016. Four contractors submitted bids as follows:

Hardy & Harper, Inc.	Santa Ana, CA	\$939,000.00
Matich Corporation	San Bernardino, CA	\$959,000.00
Granite Construction	Indio, CA	\$1,058,520.00
All American Asphalt	Corona, CA	\$1,108,540.25

The Engineer's estimate of cost for the Contractor's portion of the Project is \$1,033,205.00. Hardy & Harper has recently completed numerous similar projects, including the Date Palm Drive Improvements north of I-10 in Cathedral City.

Contingent upon City Council approval and award of the construction contract on August 10, 2016, the following represents how the Project is expected to proceed:

City Council Awards Contract	August 10, 2016
Issue Notice to Proceed	September 12, 2016
Construction (20 Working Days)	Thru October 7, 2016

City Engineering Staff is recommending that the City Council approve the following:

1. The award of a contract with Hardy and Harper, Inc. in the contract bid amount of \$939,000.00 to construct the Date Palm Drive/Cathedral Canyon Drive Pavement Rehabilitation Improvements; and

2. Approve an approximate 15% contingency (\$141,000) of the contract bid amount for unforeseen construction contingencies; and

3. Approve City construction inspection at a cost of \$20,000 and materials testing services at a cost of \$15,000, thereby, making the total encumbrance \$1,115,000.00 for the Project; and

4. Authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the

File #: 2016-292

Project; and

5. Authorize the City Manager to execute the contract with Hardy and Harper, Inc.

ENVIRONMENTAL ANALYSIS: The project is Categorically Exempt through the CEQA process.

FISCAL IMPACT:

The current five-year CIP includes \$500,000 for CIP 8837, Cathedral Canyon East Palm Canyon to Perez Road and \$750,000 for CIP 8838, Date Palm Drive East Palm Canyon to Perez Road. To attain economies of scale, the two projects were combined for bidding purposes and the authorized total of \$1.25 million is shown for the construction project.

Fund Name	Account	Amount	Budget
Gas Tax	241-8837 & 8838	\$625,000	Capital
Measure A	243-8837 & 8838	\$625,000	Capital

Adequate funding is available to support the award of the contract, contingency, inspection and outside services required to construct the Project.

Remaining funds from the Project will be applied to the construction of the interior landscaping surfaces on the East Palm Canyon Drive medians.

ATTACHMENTS:

Hardy & Harper Contract

SECTION 1300

AGREEMENT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "**City**, and HARDY & HARPER, INC., herein referred to as, "**Contractor.**"

WITNESSETH:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services for DATE PALM AND CATHEDRAL CANYON PAVEMENT REHABILITATION, Bid No. B15-01E, Project No. CIP 8837 and 8838 (the "Work") in the City of Cathedral City, California. The work shall be done in strict conformity with this Contract, approved Change Orders, the Invitation to Bid dated June 17, 2016, Instructions to Bidders, permits issued by the City or other agencies, the General and Specific Project Requirements, Standard Specifications, Plans, Referenced Specifications, the General Conditions, Supplementary Conditions the Contractor's Bid dated July 26, 2016, and any addenda thereto (the "Contract Documents") all of which shall be considered a part hereof as though fully set herein.

Should any provisions of Contractor's Bid be in conflict with the Notice Inviting Bids, Specifications, or this Contract, then the provisions of said Contract, Specifications, and Invitation to Bid shall be controlling, in that order of precedence. The time frames for construction work shall be in accordance with those specified in the Contractor's Bid.

2. Contractor will comply with all Federal, State, County, and City of Cathedral City Municipal Code, which are, as amended from time to time, incorporated herein by reference.

3. All work shall be done in a manner satisfactory to the City Engineer.

4. Contractor shall commence work after the issuance of a written Notice to Proceed and agrees to have all work completed within **20 working days** from the date of Notification to Proceed.

5. In consideration of said work, City agrees to pay Contractor such sums as shall be approved by the City Engineer at lump sums and/or unit prices stated in the Contractor's Bid, the base consideration of (). All payments shall be subject to approval by the City Engineer and shall be in accordance with the terms, conditions, and procedures provided in the Specifications.

6. The Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Twenty-Five Dollars (\$25.00) for each calendar day, or fraction thereof, for such workman paid by him or by any subcontractor under him in violation of this provision (Sections 1770-1777, Labor Code of California).

7. Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to City, as provided in said Specifications or Invitation to Bid, the cost of which shall be paid by Contractor.

8. Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any product purchased herein; or any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public.

Agreement

9. Except as otherwise required, Contractor shall concurrently with the execution of this contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts provided in said Specifications. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City as an additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.

10. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

11. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$500.00 liquidated damages for each such breach committed under this contract.

12. Contractor also agrees that for contracts in excess of \$30,000 and more than 20 calendar days duration, that apprentices will be employed without discrimination in an approved program in a ratio established in the apprenticeship standards of the craft involved (Sections 1777.5 and 1777.6, Labor Code of California). Contractors who willfully fail to comply will be denied the right to bid on public projects for a period of six months in addition to other penalties provided by law.

13. This Contract shall not be assignable by Contractor without the written consent of City.

14. Contractor shall notify the City Engineer (in writing) forthwith when the Contract is deemed completed.

15. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.

16. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the above work.

17. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

18. The Contractor shall maintain and preserve all such records for a period of at least three years after termination of the contract.

19. The Contractor shall maintain all such records in the City of Cathedral City. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. The further terms, conditions, and covenants of the Contract are set forth in the Contract Documents, each of which is by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

"CITY"

CITY OF CATHEDRAL CITY, a California municipal corporation

By:	Dated:
Charles J. McClendon, City Manager	
ATTEST:	
Gary Howell, City Clerk	Dated:
APPROVED AS TO FORM:	
Eric S. Vail City Attorney	Dated:
"CONTRACTOR"	
Dated:	By:
	Name:
	Title:
Dated:	By:
	Name:
	Title:
"CONTRACTOR"	

(If corporation, affix seal)

SECTION 1310

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on August 10, 2016, awarded to Hardy & Harper, Inc., hereinafter designated as the Principal, a Contract for Bid No. B15-01E Project No. CIP 8837 and 8838, Date Palm Drive and Cathedral Canyon Drive Pavement Rehabilitation, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, we, the Principal, and ______, as Surety, are held and firmly bound unto the City in the just and full amount of () lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on his or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for one-year guarantee period, during which time this bond remains in full force and effort.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their

seals this ______ day of ______, 2016 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

Signature for Principal

Title of Signatory

Surety

(Seal)

Signature for Surety

Title of Signatory

Address of Surety

Phone # of Surety

Contact Person For Surety

SECTION 1320

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on August 10, 2016, awarded to Hardy & Harper, Inc., hereinafter designated as the Principal, a Contract for Bid No. B15-01E, Project No. CIP 8837 and 8838, Date Palm Drive and Cathedral Canyon Drive Pavement Rehabilitation, and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, the Principal, and ______, as Surety, are held and firmly bound unto the City in the just and full amount of (), executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the City as shall be fixed by the court.

This bond shall insure to the benefit of any and all persons, companies, and corporations named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this ______ day of ______, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)	Principal
	Signature for Principal
	Title of Signatory
(Seal)	Surety
	Signature for Surety

Title of Signatory

Address of Surety

Phone # of Surety

Contact Person For Surety

SECTION 1330

WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature

Title

Date

SECTION 1340

LIABILITY AND INSURANCE REQUIREMENTS

1.0 **INDEMNIFICATION**

Contractor shall defend, indemnify and hold harmless the City, City Council and each member thereof, and every officer, employee and agent of City, from any claim, demand, damage, liability, loss, cost or expense (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the Contractor, or any of the Contractor' employees, or any of its subcontractors arising out of work under this Contract.

The City does not, and shall not, waive any rights that it may have against Contractor, any of the Contractor's employees, or any of its subcontractors 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 Contract. 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, damage, liability, loss, cost or expense described herein. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.0 **INSURANCE REQUIREMENTS**

2.1 General

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Paragraph 1340-2.0, <u>INSURANCE REQUIREMENTS</u>, and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 1340-2.0 <u>INSURANCE REQUIREMENTS</u>.

2.2 Commercial General Liability Policy

The Contractor shall take out and maintain during the life of the Contract, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Two Million Dollar (\$2,000,000) annual project aggregate, for all of the following:

- a. Premises Operations, including Explosion, Collapse and Underground (X, C, and U) Coverage.
- b. Completed Operations/Products, including X, C, and U Coverage.
- c. Independent Contractors.
- d. Blanket Contractual.
- e. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.3 Commercial Business Auto Policy

The Contractor shall take out and maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverage:

- a. Coverage shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.
- b. Any and all mobile equipment, including cranes, which is not covered under said Commercial Business Auto Policy shall have said coverage provided for under the Commercial General Liability Policy.
- c. Deductible shall not exceed One Thousand Dollars (\$1,000).

2.4 Workers' Compensation Insurance

The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

2.5 Endorsements

All of the following endorsements are required to be made a part of the policies described in this Section hereof:

- a. "The City, City employees and officers, the City Engineer, its consultants, elected officials, agents, and sub-consultants are hereby added as additional insured insofar as Work done under this Contract is concerned."
- b. "This policy shall be considered primary insurance as respects any other valid and collectible insurance, including self-insured retention, the City may possess, and any other insurance the City does possess shall be considered excess insurance only."
- c. "This insurance shall act for each insured, and additional insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- d. "Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

City Manager City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

2.6 Change in Terms

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the location identified in Paragraph 1340-2.6.d, <u>Endorsements</u>. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.



Agenda Report

File #: 2016-293

Item No: 2.G.

City Council

MEETING DATE: 8/10/2016

TITLE: Permitting of Tobacco Retailers

FROM:

Charlie McClendon, City Manager

RECOMMENDATION:

Staff recommends the City Council provide second reading and approve an ordinance adopting the Riverside County regulations requiring the permitting of Tobacco retailers.

BACKGROUND:

Based on comments from constituents and other concerned individuals, Councilmember Kaplan requested a discussion item regarding the possible permitting of Tobacco retailers. The Riverside County program was discussed in study session on May 11, 2016 and staff was asked to bring forward an ordinance for consideration. The ordinance was introduced and received first reading on July 13, 2016.

DISCUSSION:

The Riverside County Board of Supervisors recently adopted an ordinance establishing a permitting requirement for retailers of tobacco products. The stated intent of the ordinance is to encourage responsible tobacco retailing and to discourage violations of tobacco related laws, especially those that prohibit the sale of tobacco products to minors.

Since the County ordinance was adopted some in the community have suggested the City should take similar action.

Staff from the Riverside County Department of Environmental Health have confirmed that if the City adopts an ordinance establishing the permitting requirement in Cathedral City, the County will administer the program, including issuing the permits, collecting fees and fines and enforcing relevant provisions of the ordinance.

The attached ordinance reflects the amendments made and included in the motion at first reading related to the minimum age of employees in stores licensed as tobacco retailers and related to

File #: 2016-293

possession of tobacco products.

FISCAL IMPACT:

There is no cost to the City general fund to enact the ordinance or administer the permitting program.

ATTACHMENTS:

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA ADDING CHAPTER 5.90 OF THE CATHEDRAL CITY MUNICIPAL CODE, "PERMITTING OF TOBACCO RETAILERS"

NOW, THEREFORE, the City Council of the City of Cathedral City ordains as follows:

SECTION 1. Chapter 5.90, "Tobacco Retailers," is hereby added to the Cathedral City Municipal Code to read as follows:

"Chapter 5.90 TOBACCO RETAILERS

5.90.010 Purpose and Intent

The City has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by a person under 21 years of age; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to a person under 21 years of age; in protecting youth from being lured into illegal activity through the misconduct of adults; and in reducing the incidence of tobacco related disease. It is the intent of this Chapter to encourage responsible tobacco retailing and to discourage violations of tobacco products to a person under 21 years of age, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided therefore.

5.90.020 Definitions

For the purposes of this Chapter, the following words and terms shall have the following meanings:

a. "Arm's Length Transaction" shall mean: a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Chapter is presumed not to be an arm's length transaction.

b. "Department" shall mean: the County of Riverside Department of Environmental Health, including the Director of the Department of Environmental Health or his or her designee.

c. "Enforcement officer" shall mean: the Director of Environmental Health or his or her designee.

d. "Person" shall mean: any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

e. "Proprietor" shall mean: a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share ultimate control over the day-today operations of a business.

f. "Self-Service Display" shall mean: the open display of tobacco products or tobacco paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.

g. "Tobacco Paraphernalia" shall mean: cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or consumption of tobacco products.

h. "Tobacco product" means any of the following:

(A) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

(B) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

(C) Any component, part, or accessory of a tobacco product, whether or not sold separately.

"Tobacco product" does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

i. "Tobacco Retailer" shall mean: any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia; "Tobacco Retailing" shall mean the performance of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. j. "Tobacco Retailer's Permit" or "Permit" shall mean: the certificate issued by the Director of the Department of Environmental Health which allows a facility to sell tobacco, tobacco products, and tobacco paraphernalia. The issuance of this permit does not indicate or imply that the facility is in compliance with all State and local regulations related to its operation; and may be suspended or revoked by the Department.

5.90.025 County Responsible for Licensing and Enforcement.

Riverside County shall be responsible for the enforcement of the provisions of this article. Proprietors shall apply to Riverside County for a tobacco retailer's license and Riverside County is responsible for the issuance, renewal and revocation of tobacco retailer's licenses.

5.90.030 Tobacco Retailer's Permit Requirements and Application Process.

a. Application for a tobacco retailer's permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco retailer's permit. A permit that is issued in error or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 5.90.080 of this Chapter.

b. All applications shall be submitted on a form supplied by the Department and shall contain the following information:

1. The name, address, and telephone number of each proprietor.

2. The business name, address, and telephone number of the single fixed location for which a tobacco retailer's permit is sought.

3. The name and mailing address authorized by each proprietor to receive all permit-related communications and notices (the "Authorized Address"). If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph 2 above.

4. Proof that the location for which a tobacco retailer's permit is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.

5. Whether or not any proprietor is a person who has been determined to have violated this Chapter or has been a proprietor at a location that has been determined to have violated this Chapter and, if so, the dates and locations of all such violations.

6. Such other information as the Department deems necessary for the administration or enforcement of this Chapter.

c. It shall be unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this Chapter for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's permit shall constitute a public nuisance.

d. Nothing in this Chapter shall be construed to grant any person obtaining and maintaining a tobacco retailer's permit any status or right other than the right to act as a tobacco retailer at the location in the City identified on the face of the permit. For example, nothing in this Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code section 6404.5.

5.90.040 Permit Issuance; Standards.

a. Upon the receipt of an application for a tobacco retailer's permit and the permit fee, the Department shall issue a permit unless substantial record evidence demonstrates that one of the following bases for denial exists:

1. The application is incomplete or inaccurate.

2. The application seeks authorization for tobacco retailing at a location for which a prohibition on issuing permits is in effect pursuant to Section 5.90.080(b) of this Chapter. However, this subparagraph shall not constitute a basis for denial of a permit if the applicant provides the Department with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.

3. The application seeks authorization for tobacco retailing for a proprietor for which a prohibition on issuing permits is in effect pursuant to Section 5.90.080(b) of this Chapter.

4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this Section of this Chapter; that is unlawful pursuant to any other City ordinance; or that is unlawful pursuant to any other local, state, or federal law.

5.90.050 Permits are Nontransferable.

a. A tobacco retailer's permit is nontransferable. If the information provided in the permit application pursuant to Section 5.88.030(b) changes, a new tobacco retailer's permit is required before the proprietor may continue to act as a tobacco retailer. For example, if a proprietor to whom a permit has been issued changes business location,

that proprietor must apply for a new permit prior to acting as a tobacco retailer at the new location; or, if the business is sold, the new owner must apply for a new permit for that location before acting as a tobacco retailer.

b. Notwithstanding any other provision of this Chapter, violations against a location or business shall continue to be counted against the location or business unless the location or business has been transferred to a new proprietor and the new proprietor provides the City with documentation demonstrating by clear and convincing evidence that the new proprietor has acquired or is acquiring the location or business in an arm's length transaction.

5.90.060 Fees for Permit.

a. A tobacco retailer permit is invalid unless the appropriate fee has been paid in full and the term of the permit has not expired. All applicable late payment penalties indicated resolution of the City Council shall apply. The term of a tobacco retailer permit is one (1) year. Each tobacco retailer shall apply for annual renewal of his or her tobacco retailer's permit no later than the expiration of the term.

b. Notwithstanding any other provision of this Chapter, violations against a location or business shall continue to be counted against the location or business unless the location or business has been transferred to a new proprietor and the new proprietor provides the County with documentation demonstrating by clear and convincing evidence that the new proprietor has acquired or is acquiring the location or business in an arm's length transaction.

5.90.070 Permit Violations.

a. It shall be a violation of a tobacco retailer's permit for a proprietor, including his or her agent or employee, to violate any local, state, or federal tobacco-related law including, but not limited to:

1. It is unlawful for any person, firm, tobacco retailer, or corporation to sell, give, or in any way furnish to a person any tobacco product or tobacco paraphernalia if that person, firm, or corporation knows or should have grounds to know that the recipient is a person who is not at least the minimum age required by state law to purchase or possess any tobacco product. Proof that a retailer, or his or her employee or agent, demanded, was shown, and reasonably relied upon evidence of legal age (such as identification) shall be a defense to any action.

2. No tobacco retailer shall engage in tobacco retailing without first examining the identification of the purchaser, if the purchaser reasonably appears underage, and confirming that the proposed sale is to a purchaser who is at least the minimum age in state law for being sold the tobacco product or tobacco paraphernalia.

3. No tobacco retailer shall engage in tobacco retailing if the person is younger than the eighteen (18) years of age.

4. Each tobacco retailer must maintain a license from the California State Board of Equalization as well as a tobacco retailer's permit allowing the sale of tobacco products for each tobacco retail location. Both permits shall be prominently displayed in a publicly and readily visible location at the permitted location.

5. No tobacco retailer shall display tobacco products or tobacco paraphernalia by means of a self-service display or to engage in tobacco retailing by means of a self-service display. A tobacco retailer who chooses to display tobacco products or tobacco paraphernalia in a locked cabinet, case or similar structure must post a clear and conspicuous sign on or within five feet of the display stating that the cabinet, case or structure is locked at all times.

6. Every store that sells tobacco must post a boldly printed, contrasting color sign in a conspicuous place at each point of purchase saying that tobacco products may not be sold to minors. The sign must contain the following words: "The Sale of Tobacco Products to Persons Under 21 Years of Age Is Prohibited by Law and Subject to Penalties. Valid Identification May Be Required. To Report an Unlawful Tobacco Sale Call 1-800-5 ASK-4-ID. Business and Professions Code Section 22952." The sign must be square (at least 5.5 inches by 5.5 inches) or rectangular (3.66 inches by 8.5 inches), and the required notice must meet specified font sizes.

7. No tobacco retailer shall sell, offer for sale, distribute, or import any tobacco product commonly referred to as "bidis" or "beedies," unless that tobacco product is sold, offered for sale, or intended to be sold in a business establishment that prohibits the presence of persons under twenty-one (21) years of age on its premises.

8. It is unlawful for any person, agent, tobacco retailer, or employee of a person in the business of selling or distributing tobacco products to engage in tobacco retailing at other than a fixed, permitted location. For example, tobacco retailing by persons on foot and tobacco retailing from vehicles are prohibited.

9. It is unlawful for any person, agent, tobacco retailer, or employee of a person in the business of selling or distributing tobacco products, including but not limited to smokeless tobacco, cigarettes or tobacco paraphernalia, to engage in the non-sale distribution of any tobacco products to any person on any private property that is open to the general public. "Non-sale distribution" means to give tobacco products or tobacco paraphernalia to the general public at no cost, or at nominal cost, or to give coupons, coupon offers, gift certificates, gift cards, or other similar offers, or rebate offers for tobacco products to the general public at no cost or at nominal cost.

10. No tobacco retailer may sell one or more cigarettes, other than in a sealed and properly labeled package. A sealed and properly labeled package means the original packaging of the manufacturer or importer which meets federal labeling requirements, including the federal warning label. Cigarettes may not be manufactured, distributed, sold, or offered for sale except in a package containing at least twenty (20) cigarettes. Roll your own tobacco may not be manufactured, distributed, sold, or offered for sale except in a package containing at least 0.60 ounces of tobacco.

b. Compliance with this Chapter shall be monitored by the Department. Any peace officer or enforcement officer may enforce the penal provisions of this Chapter.

c. The Department shall check the compliance of each tobacco retailer as necessary to carry out the purpose and intent of this Chapter. Subject to the discretion of the Department, the Department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times so that the Department may check the compliance of tobacco retailers previously found in violation a greater number of times.

d. Compliance checks shall determine, at a minimum, check compliance with the requirements of this Chapter and specifically if the tobacco retailer is conducting business in a manner that complies with tobacco laws regulating youth access to tobacco. When appropriate, the Department may also determine compliance with other tobacco-related laws.

e. The City shall not enforce any tobacco-related minimum age law against a person who otherwise might be in violation of such law because of the person's age (hereinafter "Decoy") if the potential violation occurs when:

1. The Decoy is participating in a compliance check supervised by a peace officer or an enforcement officer; or

2. The Decoy is participating in a compliance check funded in part, either directly or indirectly through sub-contracting, by the Department.

f. A plea of "no contest" or its equivalent by a tobacco retailer for a violation of any law designated in subsection (a) of this Section shall operate as an admission that this Chapter has been violated for the purposes of permit revocation.

5.90.080 Revocation of Permit.

a. In addition to any other penalty authorized by law, a tobacco retailer's permit may be revoked if the Department finds that the proprietor, including his or her agents or employees, has violated any of the requirements, conditions, or prohibitions of this Chapter (hereinafter "Permit Violation").

b. A tobacco retail proprietor may appeal the Department's determination to revoke its tobacco retail permit in the same manner and in conjunction with an appeal of an administrative citation as provided by Section 5.90.080(h).

c. A proprietor or tobacco retailer without a valid tobacco retail permit, including, for example, a revoked permit:

1. Shall keep all tobacco products and tobacco paraphernalia from public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute an "offer for sale."

2. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that would lead a reasonable consumer to believe that such products can be obtained at the tobacco retailer's location.

3. Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this Chapter may be destroyed.

d. After a first permit violation at a location no new tobacco retailer's permit may be issued for the location until a minimum of one (1) day has passed from the date of the last revocation or violation, whichever is later.

e. After a second permit violation at a location within any sixty (60) month period, no new tobacco retailer's permit may be issued for the location until a minimum of thirty (30) days have passed from the date of the last revocation or violation, whichever is later.

f. After a third permit violation at a location within any sixty (60) month period, no new tobacco retailer's permit may be issued for the location until a minimum of ninety (90) days have passed from the date of the last revocation or violation, whichever is later.

g. After four or more permit violations at a location within any sixty (60) month period, no new tobacco retailer's permit may be issued for the location until five (5) years have passed from the date of the last revocation or violation, whichever is later.

h. Revocation of Permit Issued in Error. A tobacco retailer's permit may be revoked if the Department finds, after notice and opportunity to be heard, that one or more of the bases for denial of a permit under Section 5.90.040(a) existed at the time application was made or at any time before the permit issued. The revocation shall be without prejudice to the filing of a new application for a permit.

5.90.095 **Possession of Tobacco or Paraphernalia by Minors.**

It shall be unlawful for any person who is not at least the minimum age required by state law to purchase tobacco products to possess tobacco products or paraphernalia.

5.90.100 Enforcement.

The remedies provided by this Chapter are cumulative and in addition to any other remedies available at law or in equity, including but not limited to other remedies found in Title 13 of this Code.

a. Violators who operate without the necessary tobacco retailer's permit shall be subject to closure of the tobacco retail facility.

b. Whenever evidence of a violation of this Chapter is obtained in part through the participation of a person under the age of twenty one (21) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this Chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

c. Violations of this Chapter are subject to a civil action brought by the District Attorney, County Counsel, or the City Attorney, punishable by:

1. A fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) for a first violation in any sixty (60) month period; or

2. A fine not less than one thousand five hundred dollars (\$1,500) and not exceeding two thousand five hundred dollars (\$2,500) for a second violation in any sixty (60) month period; or

3. A fine not less than three thousand dollars (\$3,000) and not exceeding ten thousand dollars (\$10,000) for a third or subsequent violation in any sixty (60) month period.

d. Violations of this Chapter may, in the discretion of the District Attorney, County Counsel, or City Attorney, be prosecuted as infractions or misdemeanors.

e. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation.

f. Violations of this Chapter are hereby declared to be public nuisances.

g. In addition to other remedies provided by this Chapter or by other law, any violation of this Chapter may be remedied by a civil action brought by the County Counsel or the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

h. In addition to the remedies and penalties contained in this Chapter, and in accordance with Government Code Section 53069.4, an enforcement officer may issue

an administrative citation for any violation of this Chapter. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties.

1. The administrative citation shall be issued on a form approved by County Counsel or the City Attorney and shall at a minimum contain the following information:

i. Date, location and approximate time the violation was observed.

ii. The ordinance violated and a brief description of the violation.

iii. The amount of the administrative penalty imposed for the violation.

iv. Instructions for the payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within this time period.

v. Instructions on how to appeal the citation.

vi. The signature of the enforcement officer. The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

2. Citations shall be served as follows:

i. If the proprietor, owner, employee, agent, occupant or other person who has violated this Chapter is present at the scene of the violation, the enforcement officer shall attempt to obtain their signature on the administrative citation and shall deliver a copy of the administrative citation to them.

ii. If the proprietor, owner, employee, agent, occupant or other person who has violated this Chapter is a business, and the business owner is on the premises, the enforcement officer shall attempt to deliver the administrative citation to them. If the enforcement officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.

iii. If no one can be located at the property, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated this Chapter. The citation shall be mailed to the property address and/or the address listed for the owner on the last County Equalized Assessment Roll.

iv. The failure of any interested person to receive the citation shall not affect the validity of the proceedings.

3. Administrative penalties may be imposed as follows:

i. The penalties assessed for each violation shall not exceed the following amounts:

a) \$100.00 for a first violation;

b) \$200.00 for a second violation of this Chapter within one (1) year; and

c) \$500.00 for each additional violation of this Chapter within one (1) year.

ii. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

iii. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

iv. The penalties assessed shall be payable to the County of Riverside.

4. The following procedures shall apply to administrative appeals:

i. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Department. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation as set forth in Section 5.90.090(h)(2). Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on the Administrative Citation Appeal forms and shall be accompanied by payment of the full penalty assessment, and shall contain the following information:

a) A brief statement setting forth the appellants interest in the proceedings;

b) A brief statement of the material facts which the appellant claims supports their contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

c) An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by mail;

d) The notice of appeal must be signed by the appellant.

ii. Upon a timely written request by the recipient of the administrative citation, an administrative hearing shall be held as follows:

a) Notice of the administrative hearing shall be given at least ten (10) days before the hearing to the person requesting the hearing. The notice may be delivered to the person or may be mailed to the address listed in the notice of appeal.

b) The administrative hearing shall be held before the Director of Department of Environmental Health or their designee. The hearing officer shall not be the enforcement officer who issued the administrative citation or said enforcement officer's immediate supervisor. The Director may contract with a qualified provider to conduct administrative hearings or to process administrative citations.

c) The Enforcement Officer who issued the administrative citation shall not be required to, but may, participate in the administrative hearing. The contents of the enforcement officer's file in the case shall be admitted as prima facie evidence of the facts stated therein. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal fails to appear at the administrative hearing, the hearing officer shall make his or her determination based on the information contained in the notice of appeal.

d) The hearing officer, based upon the evidence submitted, shall either dismiss or uphold the citation. The citation recipient shall receive a refund of the full penalty assessment if the citation is dismissed. The hearing officer's decision following the administrative hearing shall be personally delivered to the person requesting the hearing or sent by first class mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full. The hearing officer's decision shall contain instructions for obtaining review of the decision by the superior court.

5. Review of the administrative hearing officer's decision shall be subject to the following requirements/procedures:

i. Within twenty (20) days of the date of the delivery or mailing of the hearing officer's decision, a person may contest that decision by filing an appeal to be heard by the Superior Court. The failure to file the written appeal and to pay the court filing fee within this period shall constitute a waiver of the right to an appeal and the decision shall be deemed confirmed. A copy of the notice of appeal shall be served in person or by first class mail upon the issuing agency by the contestant.

ii. The conduct of the appeal is a subordinate judicial duty and may be performed by traffic trial commissioners and other subordinate judicial officials at the direction of the presiding judge of the court. The appeal shall be heard de novo, except that the contents of the issuing agency's file in the case shall be received in evidence. A copy of the document or instrument of the issuing agency providing notice of the violation and imposition of the administrative penalty shall be admitted into evidence as prima facie evidence of the facts stated therein. The court shall request that the issuing agency's file on the case be forwarded to the court, to be received within fifteen (15) days of the request. iii. The court shall retain the court's filing fee regardless of the outcome of the appeal. If the court finds in favor of the contestant, the amount of the fine or penalty shall be reimbursed to the contestant by the local agency. Any deposit of the fine or penalty shall be refunded by the issuing agency in accordance with the judgment of the court. If the fine or penalty has not been deposited and the decision of the court is against the contestant, the issuing agency may proceed to collect the penalty pursuant to the procedures set forth in this Chapter, or in any other manner provided by law."

SECTION 2. 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 3. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 4. The City clerk shall within 15 days after passage of this Ordinance, cause it to be posted in at least three (3) designated public places; shall certify to the adoption and posting of this Ordinance; and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of this City.

The foregoing Ordinance was introduced at the June 8, 2016, City Council Meeting and adopted by the City Council of the City of Cathedral City at its regular meeting held July 13, 2016, by the following vote:

Ayes:

Noes: Abstain: Absent:

Stanley E. Henry, Mayor

Attest:

Gary Howell, City Clerk

Approved as to Form:

Eric S. Vail, City Attorney





Agenda Report

File #: 2016-294

Item No: 2.H.

City Council

MEETING DATE: 8/10/2016

TITLE:

Amendment Four to AB 2766 Memorandum of Understanding (MOU) between CVAG and Member Jurisdictions regarding the Regional PM10 Street Sweeping Program

FROM:

Charles McClendon, City Manager

RECOMMENDATION:

Staff recommends the City Council approve Amendment Four to AB 2766 Memorandum of Understanding (MOU) between the Coachella Valley Association of Governments (CVAG) and Member Jurisdictions to increase the contributions from the cities and the County from 60% to 75% to provide Sustainable Funding of the Regional PM10 Street Sweeping Program, through June 30, 2020 and authorize the City Manager to execute Amendment Four to the AB 2766 Memorandum of Understanding (MOU).

BACKGROUND:

The CVAG Regional Street Sweeping program is one of the most significant air quality "control measures" to reduce particulate matter of less than 10 microns (PM10). The Coachella Valley and the Salton Sea Air Basin are non-attainment areas for PM10. The program also has the additional benefit of keeping all the major streets in the Coachella Valley clean and doing so at low per mile cost due to economies of scale.

There are three primary sources of funding for the regional street sweeping program: 1) Mobile Source Air Pollution Reduction Review Committee (MSRC) grant funding; 2) Colmac funding associated with mitigating air pollution impacts from a power plant; and 3) AB2766 funds that are provided to cities and the county by the South Coast Air Quality Management District from a \$4 per vehicle surcharge on annual DMV registration fees that must be used to reduce air pollution from motor vehicles. In previous years, as MSRC and Colmac funding either increases or decreases or program costs increase or decrease, the percent of AB 2766 funds from the cities/county to make up the shortfall has also been adjusted. The percentage from each city has ranged from 33% to 100% over the past ten years and is currently at 60%. However, reductions in MSRC funding, described

File #: 2016-294

below, require an increase in AB 2766 funds to a 75% level. CVAG is recommending that the cities portion increase from 60% to 75% and the MOU time period increase from two years to four years (2020). The CVAG Energy and Environment, Technical Advisory and Executive Committees have reviewed and approved this recommendation.

DISCUSSION:

This request from CVAG is based on changes to MSRC funding. The MSRC's annual Local Government Match Program (LGMP) has offered a separate category to support the Coachella Valley's Regional PM10 Street Sweeping Program. The category initially established a targeted funding level of \$250,000 to be awarded on a dollar for dollar basis annually. Beginning in FY 2014/15 this amount was reduced from \$250,000 to \$125,000 annually. It is apparent that the \$125,000 shortfall will continue for FY 2016/17. CVAG staff is working with the MSRC to identify funding options for future years. There are no expected changes in Colmac funding, which is set by the County of Riverside at \$150,000 through 2019/2020. Additionally, the program costs are not expected to change very much or at all. An agreement with a new street sweeping vendor, M&M Street Sweeping, Inc. was approved on June 27 by the CVAG Executive Committee.

Given that the funding streams established to offset the costs of the Regional Street Sweeping Program are expected to fall short of the costs to operate the program, staff recommends the attached Amendment Four to the MOU to increase the contribution from sixty percent (60%) to seventy-five (75%) of AB 2766 funds from member jurisdictions be approved for the next four fiscal years through June 30, 2020. Increasing the member jurisdiction contribution from 60% to 75% is based on the following factors:

- Established funding streams for regional street sweeping activities have been reduced;

- A Regional Program with continued sweeping schedule of 26 weeks is essential to meeting our air quality goals. CVAG will work with the members and the operator with regards to the most optimal use of these funds;

- In some years, wind conditions require that additional clean up occur on problematic streets at additional cost;

The suggested increase of 15% to 75% in AB 2766 funds from jurisdictions will create approximately \$78,000 in additional revenue for the PM10 Street Sweeping Program, enough to fund the program at its current level of service. Increasing the City's AB2766 funding share to 75% will not negatively impact the General Fund; however, it will reduce the amount of AB 2766 funding for City projects that may be considered in the future. CVAG continues to negotiate with MSRC to address the \$125,000 reduction in their annual funding to the region.

FISCAL IMPACT:

ATTACHMENTS:

Amendment Four to AB 2766 Memorandum of Understanding

AMENDMENT FOUR TO AB2766 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AND CVAG MEMBER JURISDICTIONS

JULY 1, 2016

The AB2766 Memorandum of Understanding (MOU) is made and entered into by and between the Coachella Valley Association of Governments (CVAG) and the CVAG member jurisdictions. The parties acknowledge that this Amendment shall be for the period starting July 1, 2016 and shall bind the parties hereunder for the entire term of the four-year amendment; through June 30, 2020.

The AB2766 MOU is hereby amended through this Amendment Four as follows:

- At their June 27, 2016 meeting, the Executive Committee approved to increase CVAG's AB2766 formula to <u>75%</u> to provide sustainable funding of the Regional PM10 Street Sweeping Program and related activities starting July 1, 2016 through June 30, 2020;
- 2) All other terms and conditions shall remain the same.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS		
By: Title: Stanley E. Henry, CVAG Chair		
Date:		
CITY (COUNTY) OF		
Ву:		
Title:		
Date:		





Agenda Report

File #: 2016-295

Item No: 2.1.

City Council

MEETING DATE: 8/10/2016

TITLE:

Agreement with the City of Palm Springs for the Construction and Maintenance of the Cathedral City Whitewater Bike Path.

FROM:

John A. Corella, P.E. - City Engineer

RECOMMENDATION:

Staff recommends the City Council approve an agreement with the City of Palm Springs for Construction and Maintenance of the Cathedral City Whitewater Bike Path Project; and authorize the City Manager to execute all necessary documents.

BACKGROUND:

The City of Cathedral City proposes to construct a concrete bike and pedestrian path along the top of the existing western levee of the Whitewater River between Vista Chino on the north and Ramon Road on the south, a total distance of approximately 2.4 miles.

As part of the Ramon Road Bridge Widening project, the proposed Cathedral City Whitewater Bike Path Project (Project) will continue west along a sidewalk/bike path on the north side of Ramon Road for approximately 0.22 miles to Crossley Road, where it will end. Improvements are planned primarily within the existing Riverside County Flood Control right of way along the Whitewater River Channel.

DISCUSSION:

Cathedral City has completed the Environmental Review and Design of the Project. A request for bids has been issued and construction will begin in the early fall. As a portion of the Project lies within the City of Palm Springs, an agreement (Agreement) is needed to memorialize both the construction and ongoing maintenance responsibilities for the Project within the two Cities.

The Agreement provides that the City of Cathedral City will be responsible for all construction costs and after the Project is constructed the City of Cathedral City will be responsible for all maintenance costs for the first 5 years after the recordation of the Notice of Completion. After the 5 years the City of Palm Springs will maintain the portion of the Project that lies within the City of Palm Springs. Approval of this Agreement with the City of Palm Springs will allow Cathedral City to move forward with the Construction and Maintenance of the Project.

FISCAL IMPACT:

Cathedral City will be responsible for 100% of the funding for Planning, Environmental Clearance, Design, Construction and Maintenance of the project for the first five (5) years after the completion of the Project. When the Grants for this Project were secured, the City of Cathedral City acknowledged that it would encumber the maintenance costs and has made provisions for this cost within the Public Works operating budget.

After completion of the five (5) year maintenance term of the Project, the City of Palm Springs will be responsible for the maintenance of the Project that is within the City of Palm Springs jurisdiction.

Note: If the Project becomes part of a larger regional bike path project, it is anticipated that maintenance of the Project for both Cities will transfer to the overall larger regional bike path agency.

ATTACHMENTS:

City of Cathedral City and City of Palm Springs Bike Path Agreement

AGREEMENT BY AND BETWEEN CITY OF CATHEDRAL CITY AND CITY OF PALM SPRINGS FOR

WHITEWATER BIKETRAIL

(Construct a Bicycle/Pedestrian Path and Trail on the West Side of Whitewater River Levee between Vista Chino and Cathedral City, City Limits)

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____ 2016, ("Effective Date"), by and between the City of Cathedral City ("CCC"), a municipal corporation located in the State of California, and the City of Palm Springs ("CPS"), a charter city located in the State of California for the construction and maintenance of a bicycle/pedestrian trail on the west side of Whitewater Levee south of Vista Chino within the boundaries of CPS.

RECITALS

WHEREAS, CCC and CPS share a common jurisdictional boundary between the two cities;

and

WHEREAS, certain proposed public infrastructure improvements required for access to a proposed bicycle/pedestrian trail are to be located north of the common boundary near Vista Chino on the north end of the westerly bank of the White Water River Levee; and

WHEREAS, a portion of the proposed infrastructure improvements will be located within the CPS city limits on real property used as a flood control channel levee by the Riverside County Flood Control and Water Conservation District (RCFCD), as legally described and shown in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, CPS is desirous of cooperating with CCC in providing safe access to the bicycle/pedestrian trail by allowing CCC to construct the trail on CPS property.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and subject to conditions contained herein, the parties hereto agree as follows:

Section 1. Incorporation of Recitals.

All of the above Recitals are true and correct and incorporated herein by this reference to the same extent as though set forth in full.

Section 2. Term and Termination.

This Agreement will become effective immediately upon the document being fully executed and will continue in full force and effect until either party provides notice to terminate by mutual written agreement of the parties. Each party must give at least sixty (60) days written notice to terminate this agreement.

Section 3. CCC Obligations

a. Provided that CCC is issued a valid encroachment permit from RCFCD allowing for CCC to enter the property and to construct improvements CCC shall install and maintain the bicycle/pedestrian trail improvements during the term of this agreement, CCC agrees that within one hundred twenty (120) days of the effective date of this agreement, CCC shall commence and thereafter diligently complete the

construction and installation of the improvements at its sole cost and expense and in accordance with this Agreement. The CPS City engineer may inspect the work of improvements at any reasonable time. For the purpose of constructing and installing the Improvements, the "lead agency" for compliance with environmental laws, as the term is defined under the California Environmental Quality Act (CEQA), shall be CCC. In this regard, CCC has performed environmental review of this project and determined the project to meet the criteria for a Mitigated Negative Declaration under CEQA.

b. Upon completion of the Improvements and for five (5) years thereafter, or upon the Coachella Valley Association of Governments (CVAG) assuming responsibility for maintenance, the Bike Path Improvements shall be under CCC's jurisdiction for the following public purposes and municipal responsibilities only and CCC shall be responsible for the following maintenance obligations only:

i. Maintenance of Class One Bike Path and Class Two Bike Lane .

ii. Class One Bike Paths are paved, road-separated right-of-way for the exclusive use of bicycles and pedestrians with minimal motorist cross flow.

iii. Class Two Bike Lanes are striped lanes for one-way bike travel on a street or highway.

iv. Class One Bike Path and Class Two Bike Lane maintenance includes cleaning, resurfacing and restriping the asphalt path, repairs to crossings, cleaning drainage systems, trash removal, and landscaping. Underbrush and weed abatement should be performed once in the late spring and again in mid-summer. A maintenance schedule and checklist is provided in Exhibit B.

v. Barriers at pathway entrances should be clearly marked with reflectors and American Disabilities Act (ADA) accessible (minimum of five feet entrance).

- c. The jurisdiction of CCC for the maintenance obligations of the Bike Path Improvements for the purposes described in Section 3(b) above shall commence upon the date the CCC City Engineer files a certificate with the City Clerk of both CCC and CPS and records a Notice of Completion attesting to the fact that the construction and installation work of the Bike Path Improvements has been completed.
- d. CCC agrees that the Bike Path Improvements described in Section (a) shall be constructed at no expense to CPS. CCC shall maintain and repair the Bike Path Improvements in the same condition as similar improvements for five years, or until CVAG assumes responsibility for maintenance, at no cost or expense to CPS.
- e. All Class One Bike Paths and Class Two Bike Lanes must follow the minimum bicycle planning and design criteria contained in the California Department of Transportation Highway Design Manual, Chapter 1000, Bikeway Planning and Design. http://www.dot.ca.gov/hq/oppd/hdm/pdf/english/chp1000.pdf

Section 4. CPS Obligations

- a. CPS grants CCC permission to construct bicycle/pedestrian improvements within their jurisdiction, on the West Side of the Whitewater River Levee between Vista Chino and Cathedral City City Limits (see Exhibit A).
- b. CPS agrees to assume responsibility for maintenance of the Bike Path Improvements on CPS jurisdiction five years after the Notice of Completion is filed, or until CVAG assumes responsibility for maintenance. CPS can assume responsibility for maintenance of the Bike Path on CPS jurisdiction prior to five years if CPS chooses.

Section 5. Indemnification and Hold Harmless.

- a. CCC agrees to indemnify CPS, its City Council, officers, agents and employees, against and will defend, hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities of CCC, its agents, employees, subcontractors, or invitees under this Agreement. CCC agrees to defend any action or actions filed in connection with any of said claims or liabilities asserted or claimed, in accordance with Section 4(a) above, and will pay all reasonable costs and expenses, including legal costs and attorney's fees incurred in connection therewith. CCC shall have sole authority to retain legal counsel of its choice and administer and monitor any litigation or other legal proceeding. CCC shall have sole settlement authority for any claim or liability.
- b. In the event CPS, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CCC for such damages or other claims arising out of or in connection with negligent performance of the work, operation or activities of CCC hereunder, CCC agrees to pay to CPS, its officers, agents or employees, any and all reasonable costs and expenses deemed to be eligible by CCC and CPS incurred by CPS, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney fees.
- c. CCC shall require the Contractor selected to construct the Improvements to name CPS and CCC as additional insured(s) and provide a copy of its insurance to CPS.

Section 6. Notice.

a. Any notice or communication either party desires or is required to give the other party shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch.

City of Cathedral CityCity of Palm Springs68-700 Ave. Lalo GuerreroP.O. Box 2743Cathedral City, CA 92234Palm Springs, CA 92263Attn: City ManagerAttn: City Manager

b. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated at the time personally delivered or after seventy two (72) hours from the time of depositing in the U.S. mail, if mailed as provided in this section.

Section 7. Integration.

This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement, and 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 amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends, changes or modifies this MOU, and signed by all the parties.

Section 8. Interpretation.

This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

Section 9. Waiver.

No waiver shall be binding, unless executed in writing by the party making the waiver, and no waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, waiver or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. 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 10. Severability.

If any one or more 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 11. 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 12. Rights and Remedies are Cumulative.

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 such rights or remedies shall not preclude their 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 13. 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 in Riverside County, California.

Section 14. Successors of Interest.

This Agreement is and will be binding upon and will inure to the benefit of the parties and legal successors and assigns.

Section 15. Amendments.

This Agreement may be supplemented, amended or modified only by the written agreement of the parties. No supplement, amendment or modification will be binding unless it is in writing and signed by both parties.

Section 16. Counterparts.

This Agreement may be executed by counterparts and shall be deemed to be executed on the last date any such counterpart is executed.

Section 17. Authority to Enter Agreement.

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

Section 18. Captions and Headings.

The captions and headings contained m 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.

IN WITNESS WHEREOF, this Agreement has been duly executed by the respective parties hereto by their duly authorized officers as of the date hereinabove first written.

"CCC"

"CPS"

CITY OF CATHEDRAL CITY A CALIFORNIA MUNICIPAL CORPORATION **CITY OF PALM SPRINGS** A CALIFORNIA CHARTER CITY

STAN HENRY, Mayor

ATTEST:

ROBERT MOON, Mayor

ATTEST:

GARY F. HOWELL, City Clerk

APPROVED AS TO CONTENT:

CHARLES P. MCCLENDON, City Manager

APPROVED AS TO FORM:

City Attorney

JAMES THOMPSON, City Clerk

APPROVED AS TO CONTENT:

DAVID READY, City Manager

APPROVED AS TO FORM:

DOUG HOLLAND, City Attorney

Exhibit A

Legal Descriptions and Map of the Properties located in CPS

PARCEL A

Being a portion of Section 7, Township 4 South, Range 5 East, S.B.B.&M;

Commencing at the Southeast corner of Section 7;

Thence North 00° 29' 00" West along the East line of Section 7, a distance of 2,019.85 feet, to the Point of Beginning;

Thence North 00° 29' 00" West along the East line of Section 7, a distance of 371.66 feet, to the beginning of a non-tangent curve concave to the Southwest having a radius of 40,200 feet, to which a radial bears North 56° 44' 13" East;

Thence Northwesterly along the arc of said curve, a distance of 317.29 feet through a central angle of 00° 27' 08" to the North line of the South half of Section 7;

Thence North 89° 44' 33" West along the said North line, a distance of 241.44 feet, to the beginning of a non-tangent curve concave to the Southwest having a radius of 40,000 feet, to which a radial bears North 56° 05' 29" East;

Thence Southeasterly along the arc of said curve, a distance of 763.10 feet through a central angle of 01° 05' 35" to the Point of Beginning.

PARCEL B

Being a portion of Section 7, Township 4 South, Range 5 East, S.B.B.&M;

Commencing at the Southeast corner of Section 7;

Thence North 00° 29' 00" West along the East line of Section 7, a distance of 2655.27 feet, to the South line of the North half of Section 7;

Thence North 89° 44' 33" West along said South line, a distance of 414.45 feet, to the beginning of a non-tangent curve concave to the Southwest having a radius of 40,000 feet, to which a radial bears North 56° 05' 29" East, being the Point of Beginning;

Thence Northwesterly along the arc of said curve, a distance of 3,291.50 feet through a central angle of 04° 42' 53" to the North line of Section 7;

Thence South 89°56′ 00″East along the said North line of Section 7, a distance of 255.83 feet, to the beginning of a non-tangent curve concave to the Southwest having a radius of 40,200 feet to which a radial bears North 51°36′ 17″ East;

Thence Southeasterly along said arc, a distance of 3,283.59 feet through a central angle of 04° 40′ 48" to the South line of the North half of Section 7;

Thence North 89° 44' 33" West along the said South line, a distance of 241.44 feet to the Point of Beginning.

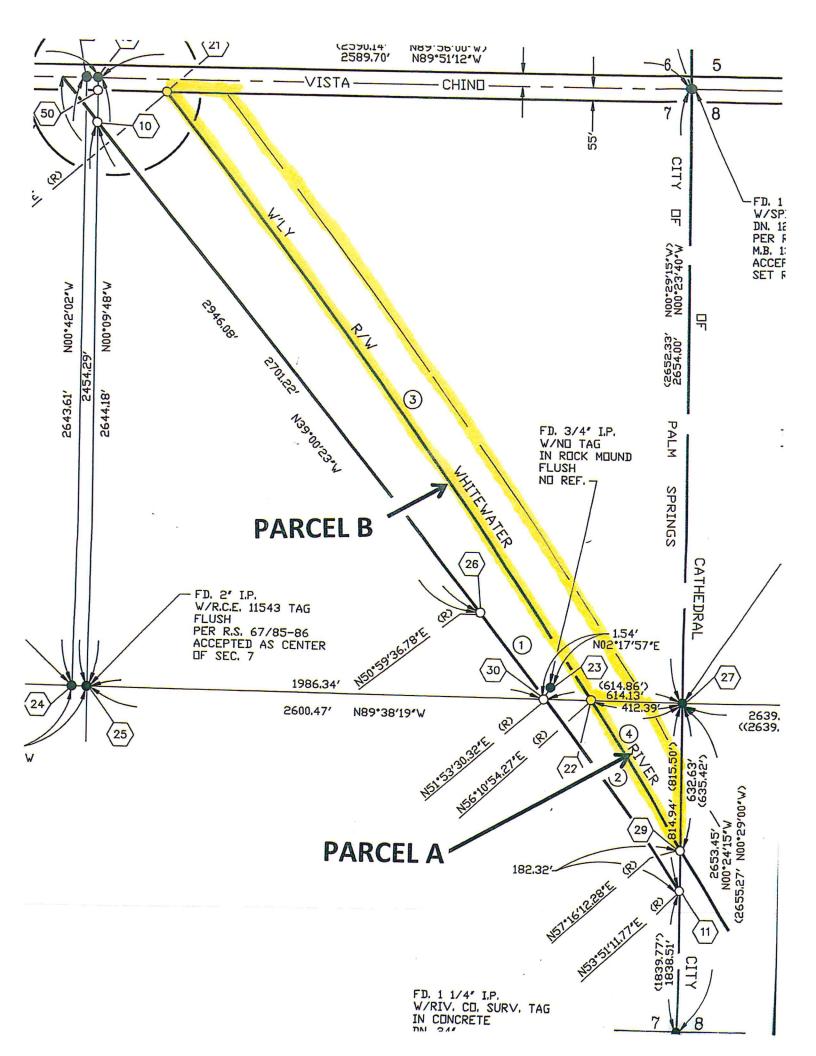


Exhibit B

Bikeway Maintenance Check List and Schedule

Item	Frequency
Sign replacement/repair	1-3 years
Pavement marking replacement	1-3 years
Tree, shrub & grass trimming	5 months – 1 year
Pavement sealing/potholes	5-15 years
Clean drainage system	1 year
Pavement Sweeping	Weekly-Monthly/As needed
Shoulder and grass mowing	Weekly/As needed
Trash disposal	Weekly/As needed
Lighting Replacement/repair	1 year
Graffiti removal	Weekly-monthly/ As needed
Maintain furniture	1 year
Pruning	1-4 years
Remove fallen trees	As needed
Weed control	Monthly/As needed





File #: 2016-302

Item No: 2.J.

City Council

MEETING DATE: 8/10/2016

TITLE:

Approval of the Final Map of Parcel Map No. 36584 located at the Southwest Corner of San Luis Rey Drive and Mission Drive.

FROM:

John A. Corella, P.E. - City Engineer

RECOMMENDATION:

Staff recommends the City Council approve Parcel Map No. 36584 and authorize the City Clerk to sign Final Parcel Map.

BACKGROUND:

On August 20, 2014, the City Planning Commission approved Tentative Parcel Map No. 36584 for the division of a 0.547 acre vacant parcel into 3 Parcels. The Parcels are located on the southwest corner of San Luis Rey Drive and Mission Drive in the Dream Homes area.

DISCUSSION:

This was a straightforward application and the proposed property division met all Zoning and Planning Codes. No dedications or improvements are required as Conditions of Approval for this Final Parcel Map; therefore there are no requirements for a Subdivision Improvement Agreement or Improvement Bonds. All final monuments have already been set, so there is no need for a monument bond.

The Final Parcel Map has been prepared and is ready for final approval. It is in substantial compliance with the approved Tentative Parcel Map and will be ready for recordation upon Council approval and signature by the City Engineer and City Clerk.

City Staff is recommending that the City Council approve Final Parcel Map No. 36584 and authorize the City Clerk to sign the Final Parcel Map.

ENVIRONMENTAL FINDING:

The Planning Commission approved an exemption to CEQA based on their finding that the project was Categorically Exempt under Section 15315, Class 15 (Minor Land Divisions) of the State CEQA

File #: 2016-302

Guidelines. No further findings are necessary for the Final Parcel Map.

FISCAL IMPACT:

There are no fiscal impacts as a result of the Final Parcel Map approval.

ATTACHMENTS:

Final Parcel Map No. 36584

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PARCEL	MAP	23,816.84	Sq.	Ft.	(0.547	AC.)
PARCEL	1	7,914.11	SQ.	FT.	(0.182	AC.)
PARCEL	2	7,956.07	SQ.	FT.	(0.183	AC.)
PARCEL	3	7,946.66	SQ.	FT.	(0.182	AC.)

QWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

A MARRIED WOMAN AS HER SOLE AND SEPERATE PROPERTY

.

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

ON

INSTRUMENT.

ANGELES COUNTY OF

LINA REJES 2-5-16 2018, BEFORE ME _ A NOTARY PUBLC

PERFONALLY APPEARED <u>NEXITA TUGHDE</u> WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/BRE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN US/HER/THER AUTHORIZED CAPACITY(JES), AND THAT BY US/HER/THER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE

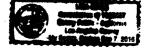
I GERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND SIGNATURE: -hd LINA DETE. PRINTED NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN <u>ALHAMBRA, CA</u> COUNTY

9-7-14 MY COMMISSION EXPIRES: ____

1990467 MY COMMISSION NUMBER: ___



1000

Los Angeles Cou v Comm Expires Ser

Commission # 1990467 Rolary Public - Calif- II - *

TAX BOND CERTIFICATE

INA DUTU CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE:	CASH OR SURETY BONE
Kecia Harper-ihem	DON KENT
CLERK OF THE BOARD OF SUPERVISORS	COUNTY TREASURER-TAX COLLECTOR
BY:	DEPUTY

IN THE CITY OF CATHEDRAL CITY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA PARCEL MAP No. 36584

BEING A SUBDIVISION OF LOT 13 OF THE PALM SPRINGS COUNTRY CLUB ESTATES TRACT, AS FILED IN BOOK 22 PAGES 40 THROUGH 44 INCLUSIVE, OF MAPS OFFICIAL RECORDS OF RIVERSIDE COUNTY IN THE NORTH HALF OF THE SOUTHWEST QUARTER, OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SAN BERNARDINO BASE AND MERIDIAN

AMIR ENGINEERING INC. JANUARY 2016

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE , AS OF THIS DATE , THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE

۰.		
DATE:	20	
DON KENT COUNTY TREASURER-TAX COLLECTOR		
BY:	, DEPUTY TAX COLLECT	0

CITY CLERK'S STATEMENT

GARY F. HOWELL, CITY CLERK OF THE CITY OF CATHEDRAL CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY OF CATHEDRAL CITY AT A REGULAR THAT MEETING HELD ON THE ______ DAY OF _____ CUTY COUNCIL BY AN ORDER: DULY PASSED AND ENTERED, APPROVED SAID MAP , 20 ____ __, and that said

DATE

ENABLE THE SURVEY TO BE RETRACED THIS FINAL PARCEL MAP SUBSTANTIALL

1/n VEVEN JAY VAN / LS 6500

CITY ENGINEER'S STATEMENT

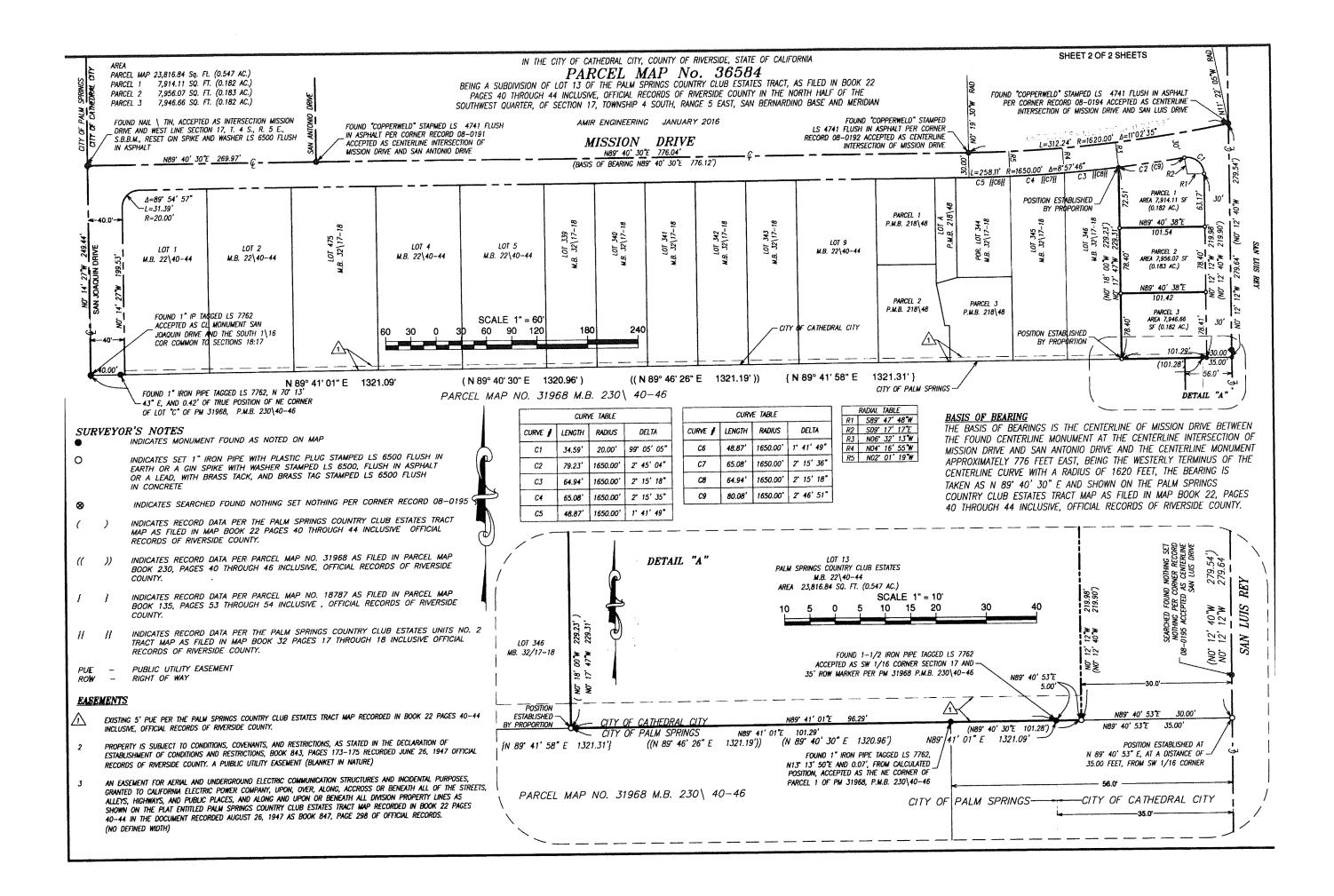
SIGNATURE OMISSIONS

SOILS REPORT

THE REQUIREMENT FOR A PRELIMINARY SOIL REPORT ON THIS MAP WAS WANED BY THE CITY ENGINEER PER SECTION 17953 OF THE STATE HEALTH AND SAFETY CODE.

GARY F. HOWELL, CITY CLERK OF THE CITY OF CATHEDRAL CITY

			SHEET 1 OF 2 SHEETS
	RECORDER'S	<u>S STATEMENT</u>	
	FILED THIS	DAY OF	2016
	AT	M IN BOOK	OF PARCEL
	MAPS, AT PAGE		AT THE REQUEST OF
	THE CITY CLERK	OF THE CITY OF C	ATHEDRAL CITY.
	NO		
	PETER ALDANA.		Y ASSESSOR-
		CLERK	-RECORDER
	BY:		DEPUTY
	SUBDIVISION GU	ARANTEE BY: FIRST	AMERICAN TITLE COMPANY
SURVEYOR'S STATEMENT			
THIS MAP CONSISTING OF TWO (2) SHEETS WAS H UPON A FIELD SURVEY IN CONFORMANCE WITH TO ORDINANCE, AT THE REQUEST OF NENITA TUGADE OF THE CHARACTER AND OCCUPY THE POSITIONS ENABLE THE SURVEY TO BE RETRACED. THE SURV THIS FINAL PARCEL MAP SUBSTANTIALLY CONFORM	ie requirements in october 20: indicated; and vey is true and is to the condi	5 OF THE SUBDIVISIO 15, I HEREBY STATE THAT SAID MONUMEI COMPLETE AS SHO TIONALLY APPROVED	IN MAP ACT AND LOCAL THAT ALL MONUMENTS ARE NTS ARE SUFFICIENT TO WIN. I HEREBY STATE THAT TENTATIVE MAP.
Steven JAY VAN/ LS 6500		2/29/16 DATE	SIGNAL LAND SIL
STEVEN JAY VAN/ LS 6500 EXP. 6\30\2017	C	DATE '	LS No. 6500 EXPIRATION DATE SC - 2017 CALLYON
<u>CITY ENGINEER'S STATEMENT</u>			
I, HEREBY STATE THAT I HAVE EXAMINED THIS PA AND THAT THE SUBDIVISION SHOWN HEREON IS S TENTATIVE MAP OR APPROVED ALTERATIONS THERE ON AUGUST 20, 2014; THAT ALL PROVISIONS OF HAVE BEEN COMPLIED WITH, AND THAT I AM SATI	SUBSTANTIALLY TH EOF, AS APPROVE THE SUBDIVISION	IE SAME AS IT APPE ID BY THE CITY PLA I MAP ACT AND LOC	ARS ON THE NNING COMMISSION AL ORDINANCES
JOHN A. CORELLA, RCE 64585 CITY ENCINEER CITY OF CATHEORAL CITY			
CITY ENGINEER, CITY OF CATHEDRAL CITY			No.18731
DAVID R. FAESSEL RCE 18731 AS DELEGATED BY CITY ENGINEER PER GOVERNMENT CODE SECTION 66416.5 (C)	DATE		ATTE OF CALLED
<u>SIGNATURE OMISSIONS</u>			
THE SIGNATURE(S) OF THE PARTIES LISTED BELON HAVE BEEN OMITED UNDER THE PROVISIONS OF THEIR INTERESTS ARE SUCH THAT THEY CANNOT I REQUIRED BY THE GOVERNING BODY.	SECTION 66436	SUBSECTION (a)(3)(A)(i) OF THE MAP ACT,
1 AN EASEMENT FOR POLE LINES, CONDUITS POWER COMPANY, IN INSTRUMENT RECORD RECORDS OF RIVERSIDE COUNTY, SAID EAS SHOWN ON THE PALM SPRINGS COUNTRY (40-44 INCLUSIVE, OFFICIAL RECORDS OF I BOUNDARY LINES OF STREETS)	ED AUGUST 26, 1 Ement upon or Club estates	1947, IN BOOK 847, BENEATH ALL DIVIS TRACT MAP FILED I	PAGE 298, OFFICIAL ION PROPERTY LINES, AS N MAP BOOK 22, PAGES





File #: 2016-303

Item No: 2.K.

City Council

MEETING DATE: 8/10/2016

TITLE: Healing Field 2016

FROM:

Chris Parman, Communications / Events Manager

RECOMMENDATION:

Staff recommends the City Council approve SUP #16-012 and authorize in-kind contributions of up to \$6,000 in services and a cash sponsorship of \$2,000.

BACKGROUND:

The Rotary Clubs of Cathedral City have requested to stage the annual "Healing Field" event in Patriot Park, November 5-12, 2016, and to receive in-kind services from the City's Public Works staff. "Healing Field" honors the men and women of the military who gave the ultimate sacrifice in Iraq and Afghanistan.

DISCUSSION:

Public Works plays a vital role in providing assistance to the "Healing Field" event involving administrative and staffing hours. Though the Rotary Clubs have successfully broadened their volunteer base thereby reducing the overall event costs, the Club still needs assistance from the Public Works staff. The organizers have provided liability insurance and a letter from the property owner, Big League Dreams Sports Park, giving them permission to use a portion of its property.

A basic description of the event includes:

- Event Set-Up: Wednesday, November 2 through Saturday, November 5
- Opening Ceremonies Saturday, November 5 at 9 am
- Event hours each day after Opening Ceremony: 9 am 6 pm

- Friday, November 11 Veteran's Day
- Static display of more than 6,000 flags
- CCHS Band & Choir performances and speaker amplification for presentations at opening ceremonies.
- Closing ceremonies, Saturday, November 12, 12:00 pm (noon)

FISCAL IMPACT:

In-kind services, mostly from Public Works, of up to \$6,000 - including use of the City's flatbed trailer and large American flag. The organizers are also requesting a \$2,000 cash donation, which has been budgeted. Since the City is co-sponsoring the event, the application fee should be waived as in previous years.

ATTACHMENTS:

SUP #16-012 Copy of Insurance Coverage Property Use Letter from BLD



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.: SUP ⊭ 16-012_ Related Files:

SPECIAL USE PERMIT

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 order for the City to process a Special Use Permit Application, the application fee must be submitted with the completed application. For recurring events, a schedule must be submitted every 3 months. In addition, a detailed Site Plan must be submitted with the application. Incomplete applications will not be accepted (or process may be delayed). (PLEASE PRINT OR TYPE)

CHECK TYPE OF USE OR EVENT

- □ Sidewalk/Rummage/Parking Lot Sale
- □ Carnival/Circus*
- Festival
- □ Car Washes
- □ Parade/Race/Marathon

- Construction/Sales/Storage Trailer
- □ Block Party
- □ Special Shows (vehicle display/auctions)
- □ Extension of Hours ☑ Other: Flag Display

*Per the City Council, Carnivals and Circuses are not allowed between Date Palm Drive to the east, B Street to the South, Officer David Vasquez to the north, and Cathedral Canyon Drive to the west.

DESCRIPTION OF USE OR EVENT

Location:Patriot Park
Date(s) of Event: <u>11 / 2 / 2016</u> through: <u>11 / 12 / 2016</u>
Hours of Event: Start: <u>8:30</u> am/p m - through <u>1: ⁰⁰ am/pm</u>
Anticipated attendees: 🛛 1-50 🖾 51-100 🙀 101-500 🖾 501-1,000 🖾 over 1,000
Will food be prepared or served:
Will alcohol be served: □ Yes ☑No
Will there be live entertainment: ௴Yes □ No Recurring Event: ௴Yes □ No
Will there be searchlights:
*Searchlights need FAA approval and completion of their application. (See staff for FAA application).

If yes, provide a description of the live entertainment.

CCHS Band & Choir performing for opening ceremonies of Healing Field

For the following, please use an attached sheet of paper to complete the responses (if necessary). Will there be loud speakers or amplification: $\mathbf{D}^{\mathbf{X}}$ Yes \Box No Will streets or driveways be temporarily closed: Yes No (If yes, provide detail on your Site Plan) What kinds of temporary structures will be used and how will they be fastened to the ground?

SUBMITTAL REQUIREMENTS:

IX Application Fee: \$300 if fewer than 500 attendees: \$600 if more than 500 attendees. request waiver as in past □ Recurring Events or Events with more than 500 attendees must also submit a \$600 deposit.

- XX Provide 4 copies of Site Plan:
 - Please show location of the event, including buildings, temporary improvements, portable restrooms, vendor locations, parking areas and driveways.
 - □ Show any street closures on your Site Plan.
 - Snow any street closures on your Site Plan.
 Show the location of any lighting, generators, and/or restrooms on the Site Plan.
- Non-Profit License if applicable.
- IX Signed documentation from the property owner agreeing to the use, as specified in this application. in transit
- Q If event is on City property or public right-of-way, provide insurance policy or policies naming the City, 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 xx Development Director.
- Proof of Insurance for \$1,000,000 for Liability.
- D 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.

Refuse Plan.

- □ Any event that has more than 3 occurrences needs approval from the City Council.
- □ A guarterly 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.)

we request inkind services of public works, not to exceed \$6,000 in value for large American flag, flatbed truck, barricades for parking lot. We also request a cash donation of \$2,000 towards production of event

APPLICANT

Name:Betsy Hayes		Phone Number:	760-327-4500
Company: Cathedral City Rotary Club		Fax Number:	760-327-4520
Address: PO Box 654	City:	Cathedral City	Zip Code: 92234
PROPERTY OWNER			
Name:Jeff Odekirk		Phone Number:	909-287-1707
Company:Big League Dreams		Fax Number:	760-770-6451
Address:16339 Fairfield Ranch Road	City:	Chino Hills	Zip Code:91709

Name: Greg Pettis Phone Number: 760-408-8420 Company: Cathedral City Evening Rotary Fax Number: 760-406-6129 Address: 38073 Chris Drive City: Cathedral City Zip Code: 92234 EMERGENCY CONTACT (Contact person should there be an emergency during the event) Name: Betsy Hayes Phone Number:
Address: 38073 Chris Drive City: Cathedral City Zip Code: 92234 EMERGENCY CONTACT (Contact person should there be an emergency during the event) Name: Betsy Hayes Phone Number:
EMERGENCY CONTACT (Contact person should there be an emergency during the event) Name: Betsy Hayes Phone Number:
EMERGENCY CONTACT (Contact person should there be an emergency during the event) Name: Betsy Hayes Phone Number:
(Contact person should there be an emergency during the event) Name: Betsy Hayes Phone Number:
(Contact person should there be an emergency <u>during the event</u>) Name: Betsy Hayes Phone Number:
Company:
Address: Zip Code: I/we certify (or declare under penalty of perjury under the laws of the State of California) that the foregoing is true and correct.
I/we certify (or declare under penalty of perjury under the laws of the State of California) that the foregoing is true and correct.
foregoing is true and correct.
foregoing is true and correct.
Print Name: Gregory Pettis
Signature:
DETERMINATION OF APPLICATION (Staff Use Only)
ACTION TAKEN: APPROVED DENIED
If approved, see attached Conditions of Approval.
If denied, provide reasons:
APPROVED BY: DATE:
* *
Date/Time Received: Received By: Amount Received: Receipt No(s).:

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CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	© 1988-2014 ACORD CORPORATION. All rights reserved.



July 18, 2016

Greg Pettis Rotary Club of Cathedral City PO Box 2692 Cathedral City, CA 92235

Mr. Pettis,

This letter is to inform you that the Rotary Club of Cathedral City is hereby granted permission by Big League Dreams Cathedral City, LLC to use Patriot Park for the 2016 Healing Field ceremonies from November 3 - 13.

Please contact me at (951) 836-2473 or <u>adrian.williams@bigleaguedreams.com</u> to coordinate the water issues and marking of our irrigation lines.

Please let us know if we can be of further assistance.

Regards,

Adrian Williams

Adrian Milliams

General Manager Big League Dreams Cathedral City, LLC 33-700 Date Palm Drive Cathedral City, CA 92234

cc: Kevin Flora Jeff Odekirk



File #: 2016-305

Item No: 2.L.

City Council

MEETING DATE: 8/10/2016

TITLE: CCHS Annual Homecoming Parade

FROM:

Chris Parman, Communications / Events Manager

RECOMMENDATION:

Staff recommends the City Council approve SUP# 16-011.

BACKGROUND:

Cathedral City High School (CCHS) holds its annual Homecoming Parade in Downtown Cathedral City each fall. The parade route begins at Allen Street and turns westbound at East Palm Canyon Drive. It continues down East Palm Canyon Drive until it reaches West Buddy Rogers Avenue and turns right at the Bell Tower. The parade continues around Town Square Park and ends at Civic Center Plaza in front of City Hall. Once finished, the high school conducts its Homecoming Rally featuring the marching band, cheerleaders, choir, football team, and various school and city council speakers. The rally usually concludes by 6:00 pm.

DISCUSSION:

The parade is scheduled for Thursday, September 29. Staging for the parade begins at 3:00 pm to 4:30 pm near Allen Street just north of East Palm Canyon Drive. In the interest of safety, the westbound lanes of East Palm Canyon Drive close at 3:00 pm until the end of the parade at/or near 5:00 pm. Traffic is rerouted to Perez Road. Eastbound lanes on EPC remain open. Cone Zone alerts will be sent out to the press to forewarn the community and SunLine Transit. The City also works with Rancho Mirage for proper placement of road signs and message board alerts.

CCHS has provided their certificate of insurance listing the City as an additional insured.

FISCAL IMPACT:

The City incurs expenses related to Public Works and Police security such as closing streets, but this event has been a tradition for many years. Because the parade benefits the interests of our community, the Special Use Permit fee has been waived in all previous years.

ATTACHMENTS: SUP# 16-011

SUP# 16-011 Certificate of Insurance



Cathedral City

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.: *S*ッチ # 16-01 (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 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)

CHECK TYPE OF USE OR EVENT
□ Festival □ Concert
Parade/Race/Marathon
DESCRIPTION OF USE OR EVENT
Location: Jown Town Cathedral City
Date(s) of Event: $9/29/16$ through: $9/29/16$
Start of Set Up 3:00 am/cm Tear Down 6:00 am/cm
Hours of Event: Start: <u>4:30</u> am/on through <u>6:00</u> am/on
Anticipated attendees: 1-100 100-500 500-1,000 1,000 over 4,000
Will food be prepared or served:
Will alcohol be served:
Will there be live entertainment: DrYes D No
Will there be searchlights:
*Searchlights need FAA approval and completion of their application. (See staff for FAA application).
If yes, provide a description of the live entertainment.
annual CCHS Horrecoming Parade Parade Route and
Annual CCHS Homecoming Parade larade houte and staging of CCHS students begins at Allen ST./EPC
westbound to Town Square w/ lep hally
For the following, please use an attached sheet of paper to complete the responses (if necessary).
Will there be loud speakers or amplification: PYes D No
Will streets or driveways be temporarily closed: Ves INO (If yes, provide details on attached Site Plan)
What kinds of temporary structures will be used and how will they be fastened to the ground?

Will the event require Police, Fire, or Public Works Department assistance?

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.
- □ Food is prohibited from being served on the steps of City Hall.
- □ 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.)

Staging for all elementary, middle so in front of City Hall. Parents/spe parking structure. Public Works to cl streets to vicinity and EPC by 3pin EPC westbound and reopens e	chool Students in park ctators parking in ose down access M. STEP off at 4:30pm. Sp.m.
APPLICANT	
Name: Todd Diliberto	Phone Number: <u>760-770-0145</u>
	Fax Number: 760-770-0149
Company: <u>Cathedral City HS</u> Address: <u>69250 Dinah Share Dr.</u> City: <u>Can</u>	hedral City zip Code: <u>92234</u>
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Name: <u>Todd Nili</u> Company: <u>Cathedr</u> Address: <u>69,250 /</u>	ider penalty of perjury under the la rect.	Phone Number: <u>760</u> Cell Number: <u>760 -</u> <u>Thedral City</u> Zip Co	ode: <u>92234</u>
Signature: Jourd	Allieito	_	
-			
DETERMINATION OF AP	PLICATION (Staff Use Only)		n an
ACTION TAKEN: DA	PPROVED DENIED		
APPROVED BY:		DATE:	
Date/Time Received:	Received By:	Amount Received:	Receipt No(s):

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	951-715-0190 www.keenan.com					n California	Rol iFF	=
www.keenan.com covered PARTY: Palm Springs Unified School District 980 E. Tahquitz Canyon Way, Suite 200 Palm Springs CA 92262				1				am for Schools
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	OTHER				\$ \$			
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DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

eCertsOnline.com

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Palm Springs Unified School District	SCR 001905-10	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

As Respects:

For use of Town Square by Cathedral City High School for Homecoming Parade on September 29,2016 from 3:00pm-6:00pm.

John Stat

Authorized Representative





File #: 2016-299

Item No: 4.A.

City Council

MEETING DATE: 8/10/2016

TITLE:

Submission to the Voters of a Question Proposing to Change from a General Law City to a Charter City

FROM:

Charles P. McClendon, City Manager Tracey Martinez, Deputy City Clerk

RECOMMENDATION:

Staff recommends that the City Council approve a Resolution Calling and Giving Notice of the Submission to the Voters a Question proposing to change from a General Law City to a Charter City and associated City Charter.

BACKGROUND:

The City Council is considering placing a measure on the November Ballot on whether or not to change from a General Law City to a Charter City. The Council created a Sub-Committee to work on a draft charter, has had many discussions on charter language, and authorized a city wide survey of registered voters to determine the community's interest in moving from a General Law City to a Charter City.

Government Code section 34458 authorizes a City Council to propose a charter for the city on its own motion as an alternative to the procedures in Government Code section 34450 through 34457, which require a vote to be held to establish a charter commission and the election of voters to serve on that commission. However, if this alternative procedure in Section 34458 is utilized, the City is required to adhere to certain public notice and hearing requirements. Since the Council is considering proposing a Charter on its own motion two public hearings on the draft charter must be held at least thirty days apart, and then the decision to place the charter on the ballot may be made no less than twenty days after the second public hearing.

In accordance with Government Code Section 34458, a Notice of Public Hearing was posted on May 26, 2016 in 3 designated posting locations and a Notice of Public Hearing was published on June 8, 2016 and June 15, 2016 for the first of the two required Public Hearings, which was held on June 20,

2016 at 6:00 pm. For the second required Public Hearing, held on July 20 at 4:30 pm, a Notice of Public Hearing was posted on June 30, 2016 in 3 designated posting locations and a Notice of Public Hearing was published on July 8, 2016 and July 15, 2016. Both required Public Hearings were held and Council received input.

DISCUSSION:

The City Charter Sub-committee met on August 1 for the final time after the final public hearing was held on July 20 to discuss and address issues/concerns raised by the public. The draft proposed City Charter is attached for Council's consideration and includes all of the requested revisions as recommended by the Sub-committee. Included among the revisions are the following:

- Language was added to Section 606 giving the Council the option to call a special election to fill a vacancy in an unexpired Council term.

- The population threshold for converting to by district Council elections was set at 65,000 and clarification was added that the City will use the California Department of Finance population estimate.

- Qualifications for City Treasurer were deleted.

If the City Council approves the draft Charter, a Resolution will also need to be approved calling and giving notice of the submission to the voters of a question proposing the adoption of the City Charter. The draft Charter and the resolution are attached for the Council's review.

The City Attorney will prepare an impartial analysis on the Measure that explains the effect of the Measure.

Pursuant to Elections Code Section 9282, the City Council, or any authorized City Council Member (s), or any individual voter who is eligible to vote on the Measure, or bona fide association of citizens, or any combination of voters and associations, may file a written argument for or against the proposed measure. No argument shall exceed 300 words in length. Arguments are titled either "Argument In Favor Of Measure _____" or "Argument Against Measure _____", accordingly, the blank spaces being filled in only with the letter or number, if any, designating the measure. The Riverside County Registrar of Voters assigns letters to the Measures as they are received.

Elections Code Section 9282 provides that any or all members of the City Council, or an individual member of the City Council so authorized by the body may prepare the above-described written argument. The proposed Resolution provides that any or all members of the City council may prepare the arguments for or against.

The City Clerk, as the City's Elections Official, arranges for arguments for and against the measure to be printed along with the following statement on the front cover, or if none, on the heading of the first page, of the printed arguments: "Arguments in support or opposition of the proposed laws are the

File #: 2016-299

opinions of the authors." Ballot arguments must be accompanied by the printed name(s) and signature(s) of the person(s) submitting them, or, if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers. No more than five signatures may appear with any argument. (Elections Code Section 9283).

As noted in the Elections Code Section 9287, if more than one argument for or against the measure is submitted to the City Elections Official within the time prescribed, the City Elections Official must select one of the arguments in favor and one of the arguments against the measure for printing and distribution to the voters. In selecting the argument, the City Elections Official must give preference and priority to the arguments of the following:

1. The City Council or any of its member(s) authorized by that body.

2. The individual voter, or bona fide association of citizens, or combination of voters and associations, who are bona fide sponsors or proponents of the measure;

- 3. Bona fide associations of citizens; and
- 4. Individual voters who are eligible to vote on the measure.

If any person submits an argument against a city measure, and an argument has been filed in favor of the city measure, the City Elections Official must immediately send copies of that argument to the persons filing the argument of the city measure. The persons filing the argument in favor of the city measure may prepare and submit a rebuttal argument not exceeding 250 words.

The City Elections Official must send copies of the argument in favor of the measure to the persons filing the argument against the city measures, who may prepare and submit a rebuttal to the argument in favor of the City measure not exceeding 250 words. The rebuttal argument must be filed with the City Elections Official not more than 10 days after the final date for filing direct arguments. The proposed Resolution specifically allows for the submission and inclusion of rebuttal arguments.

The Resolution is attached for your review and approval.

FISCAL IMPACT:

The cost to add a ballot question is approximately \$8,000 to \$18,000 according to the Registrar of Voters.

ATTACHMENTS:

Final Draft City Charter Proposed Resolution

RESOLUTION 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY A MEASURE PROPOSING THE ADOPTION OF A CHARTER FOR THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, cities in California are either general cities or charter cities; and

WHEREAS, general law cities may only adopt and enforce ordinances and regulations that are consistent with the laws of the State of California; and

WHEREAS, charter cities may adopt and enforce ordinances and regulations regarding municipal affairs subject only to the limitations contained in the city's charter; and

WHEREAS, the City of Cathedral City ("City") is a general law city; and

WHEREAS, the City Council desires to submit to the voters at the next General Municipal Election scheduled for Tuesday, November 8, 2016 (the "Election"), a measure adopting a charter for the City and converting the City from a general law city to a charter city; and

WHEREAS, the City Council held two public hearings on the proposed charter on June 20, 2016 and July 20, 2016, as required by Government Code section 34458; and

WHEREAS, by previous resolution the City Council called the Election and requested that the County of Riverside consolidate the Election with the statewide general election to be held on the same date.

NOW, THEREFORE, the City Council of the City of Cathedral City resolves:

Section 1. The City Council orders submitted to the voters at the Election a measure proposing the adoption of the charter attached hereto as Exhibit A. The measure shall be designated by letter by the Riverside County Elections Department. The question to appear on the ballot for voter consider shall be as follows:

ADOPTION OF CHARTER. To enhance	YES
local control over municipal affairs, shall the City of Cathedral City Charter be adopted to establish Cathedral City as a charter city, and giving the City the power to establish public works contracting procedures, set penalties for violations of ordinances and resolutions, and appoint a city clerk?	NO

Section 2. Three copies of the measure shall be certified and authenticated by the Mayor and City Clerk. One copy shall be recorded with the Riverside County

Recorder's Office, along with the additional documents required by Government Code section 34460. One copy shall be filed in the archives of the City. One copy shall be filed with the Secretary of State. The City Clerk shall make the full text of the measure available for public inspection upon request.

Section 3. The measure shall not take effect unless a majority of votes cast on the measure at the Election are in favor of the measure.

Section 4. Arguments in favor or against the measure shall be filed with the City Clerk of the City of Cathedral City on or before August 22, 2016, not to exceed 300 words, after which no arguments for or against the City measure may be submitted to the City Clerk.

<u>Section 5.</u> Any member of the City Council is hereby authorized to prepare a written argument in favor of or against the measure, not to exceed 300 words.

Section 6. Rebuttal arguments shall be filed with the City Clerk by September 1, 2016, and shall not exceed 250 words in length.

Section 7. The City Clerk is hereby directed to transmit a copy of the measure to the City Attorney, who shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure in accordance with Section 9280 of the California Elections Code.

<u>Section 8.</u> The County Election Department is hereby authorized to canvass the returns of the election, including this ballot measure.

Section 9. The Board of Supervisors of the County of Riverside is hereby requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the election and to consolidate this ballot measure with any other applicable election conducted on the same day in the City. The Board of Supervisors is further requested to order the County Clerk to set forth in the voter information portion of all sample ballots to be mailed to the qualified electors of the City the full text of the measure and to mail with the sample ballots to the electors printed copies of the full text of the measure, together with the arguments and rebuttal arguments (if any) for and against the measure.

Section 10. The City of Cathedral City recognizes that costs will be incurred by the County of Riverside in connection with the election and agrees to reimburse the County for any such costs.

<u>Section 11.</u> The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Election Department of the County of Riverside.

Section 12. This Resolution shall take effect upon its adoption.

<u>Section 13.</u> The City Clerk shall certify to the passage of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL THIS 10TH DAY OF AUGUST, 2016.

Stanley E. Henry, Mayor

ATTEST:

Gary F. Howell, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

I, GARY F. HOWELL, CITY CLERK of the City of Cathedral City, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council held on the 10th day of August, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary F, Howell, City Clerk

EXHIBIT "A"

SEE NEXT PAGE

CHARTER CITY OF CATHEDRAL CITY

- ARTICLE I. MUNICIPAL AFFAIRS
- ARTICLE II. CONTRACTS, PUBLIC FINANCING AND FRANCHISES
- ARTICLE III. REVENUE RETENTION
- ARTICLE IV. GENERAL LAWS
- ARTICLE V. INTERPRETATION
- ARTICLE VI. ELECTIVE OFFICIALS
- ARTICLE VII. APPOINTED CITY CLERK

PREAMBLE

We the people of the City of Cathedral City declare our intent to restore our community to the historic principles of self-governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed, and firm in the conviction that the economic and fiscal independence of our local government will promote the health, safety and welfare of all citizens of this City, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Cathedral City.

ARTICLE I. MUNICIPAL AFFAIRS

Section 100. Municipal Affairs. The City shall have full power and authority to adopt, make, exercise and enforce all legislation, laws, and regulations and to take all actions relating to municipal affairs, without limitation, which may be lawfully adopted, made, exercised, taken or enforced under the Constitution of the State of California. Without limiting in any manner the foregoing power and authority, each of the powers, rights, and responsibilities described in this Charter is hereby declared to be a municipal affair, the performance of which is unique to the benefit and welfare of the citizens of the City of Cathedral City.

Section 101. Incorporation and Succession. The City of Cathedral City, in the County of Riverside, State of California, shall continue to be a municipal corporation under its present name City of Cathedral City. The boundaries of the City of Cathedral City shall continue as now established until changed in the manner authorized by law. The City of Cathedral City shall remain vested with and shall continue to own, possess, control and enjoy all property rights of property and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the municipality at the time this Charter takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in conflict

with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

Section 102. No increased Power to Tax. The citizens of Cathedral City, being mindful of the increasing tax burden upon them, confer no increased power to tax upon the City. The City of Cathedral City shall have only that power to tax allowed to general law cities.

Section 103. Fines and Penalties. The City Council may determine the maximum amount of any fine, penalty or forfeiture for violations of a City ordinance or resolution.

ARTICLE II. CONTRACTS, PUBLIC FINANCING AND FRANCHISES

Section 200. Public Works Contracts. The City of Cathedral City, as a Charter City, is exempt from the provisions of the California Public Contract Code and the City expressly disclaims applicability of the provisions of the California Public Contract Code. This exemption shall not prohibit the City Council from subsequently adapting any section, article, chapter, or part of the California Public Contracts Code in whole or in part for the City's own use.

(A) The City shall have the power to establish standards, procedures or regulations to regulate all aspects of the bidding, award and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such work and use of alternative contracting and project delivery methods, including without limitation, design-build, public private partnerships, construction manager at risk, best value procurement, pre-qualification of bidders, and similar methods. The City shall have the power to perform any work of improvement by use of its own forces and is not required to contract for the construction of public improvements or to award contracts for such work to the lowest responsible bidder. The City may also contract with other public agencies for the construction of works of public improvement.

(B) The City shall have the power to accept gifts and donations, including donations of material and labor, in the construction of any public works project.

(C) The City shall have the power to enter into project labor agreements with applicable labor unions and trade associations for City public works projects having an estimated cost in excess of five million dollars. Any private project with an estimated cost in excess of five million dollars receiving City financial assistance shall enter into a project labor agreement with applicable labor unions and trade associations.

Section 201. Purchasing. The City shall have the power to establish standards, procedures, rules or regulations related to the purchasing of goods, property, or services, including, but not limited to, the establishment of local preferences, and award of vendors on the basis of best-value.

Section 202. Public Financing. The City shall have the power to establish standards, procedures, rules or regulations related to any public financing.

Section 203. Economic Development. The City may undertake economic development activities, including without limitation to those enumerated in this section, for the purpose of promoting the general health and welfare of the inhabitants of the City, job creation, improving market rate and affordable housing options, improving retail and commercial options, improving dining, entertainment and recreation options, and improving the City's tax base thereby

furthering the City's ability to enhance and provide municipal services to its residents. The economic development activities authorized by this section accomplish these purposes and are municipal affairs. Without limiting the foregoing authority, the City Council may perform the following activities, or authorize the City Manager or his or her designee to carry out the following activities:

(A) Purchase, lease, obtain option upon, acquire by gift, grant, bequest, devise, or otherwise, any real or personal property, any interest in property, and any improvements on it, including repurchase of developed property previously owned by the City;

(B) Acquire real property for resale or transfer to a private or public entity if the acquisition of the real property is found by the City Council to be necessary for the economic development of the City;

(C) Dispose of real and personal property for fair market value, or for less than fair market value of the property, so long as the disposition is found to aid in the purposes of this section;

(D) Provide for site preparation work, including but not limited to demolition, clearing, and hazardous substance remediation, for private developments;

(E) Insure, rent, manage, operate, repair, and clear real property owned by the City;

(F) Rehabilitate, alter, construct buildings on, or otherwise improve real property in anticipation of disposal or long-term lease of the property to a private or public entity;

(G) Acquire, demolish, repair, and replace buildings or other improvements damaged or destroyed due to a state or nationally declared emergency;

(H) Accept financial assistance from public or private sources for the purpose of engaging in economic development activities;

(I) Provide financial assistance in the form of grants, loans, payments of insurance premiums, tax rebates, or other assistance to assist in the attraction or retention of commercial, recreational, educational, and industrial activity in the City;

(J) Provide financial assistance in the form of grants, loans, payments of insurance premiums, tax rebates, or other assistance to assist in the attraction or retention of multi-family housing development to the City;

(K) Issue bonds or other forms of debt, consistent with the requirements of state law;

(L) Take such other action as the City Council finds necessary and appropriate to encourage economic development within the City in furtherance of the purposes of this section.

Section 204. Franchises. Plenary control over the use of City streets and other public property is vested in the City. Franchises may be granted to persons, firms or corporations, upon such terms, conditions, restrictions or limitations as the council may prescribe by ordinance; but no franchise shall be granted without reserving the City adequate compensation for the privilege conferred.

Section 205. Utility Franchises. The City shall have the power to adopt any ordinance providing for the acquisition, development, or operation by the City of any utility, or any ordinance providing for the granting of a franchise to any utility not owned by the City which proposes to use or is using the City streets, highways or other rights-of-way.

ARTICLE III. REVENUE RETENTION

Section 300. Reductions Prohibited. Any revenues raised and collected by the City shall not be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 301. Mandates Limited. No person, whether elected or appointed, acting on behalf of the City, shall be required to perform any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by said mandating authority.

ARTICLE IV. GENERAL LAWS

Section 400. General Law Powers. In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

ARTICLE V. INTERPRETATION

Section 500. Construction and Interpretation. The language contained in this Charter is intended to be permissive rather than conclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter which is a municipal affair.

Section 501. Severability. If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

ARTICLE VI. ELECTIVE OFFICIALS

Section 600. Enumeration. The elective officers of the City of Cathedral City shall be five (5) Council Members, each of whom shall have the right to vote on all questions coming before the Council, and one (1) City Treasurer, who shall not be entitled to vote on questions coming before the City Council.

Section 601. Election of Council Members. Each member of the City Council shall continue to be elected by the voters of the entire City without regard to residency districts, until the first regular election occurring after the official population of the City reaches 65,000, as calculated by the California Department of Finance, by which time the City Council shall have established a by-district election system for City Council members. The City Council is hereby authorized to initiate and approve the formation of a by-district election system for City Council members, in

accordance with the California Voting Rights Act, prior to the City's population reaching the above threshold should the Council determine, in its discretion, that a change in election system best suits the needs of the City. The City Council members shall be elected at the general municipal election on even numbered years, three (3) beginning in 2018 and two (2) beginning in 2020 each for a four (4) year term.

Section 602. Eligibility for Office. Eligibility for the offices of City Council members and City Treasurer shall be as mandated by general law.

Section 603. Mayor and Mayor Pro Tem. Effective at the end of the current term of the elected Mayor, the position of Mayor shall become an appointed position. The City Council at the first meeting in December each year, shall appoint a Council Member to serve as Mayor for a one-year period on a rotating basis. After the City Council appoints the Mayor, at the first meeting in December each year, the Council shall appoint a Council Member to serve as Mayor Pro Tem for a one-year period on a rotating basis.

Section 604. Mayor's Powers and Duties. The Mayor shall preside at all meetings of the City Council and perform such other duties consistent with the office as may be imposed by the Council or by the vote of the people. The Mayor shall be entitled to vote, and must vote when present, except as prohibited by State Law, but shall possess no veto power. As presiding officer of the Council, the Mayor will faithfully communicate the will of the Council majority to the Administrative Officers in matters of policy. The Mayor shall be recognized as the official head of the City for all ceremonial purposes.

Section 605. City Council Salaries. The then-current salary of the Mayor, Mayor Pro Tem and Council Members shall be reviewed and adjusted annually beginning with the first pay period after July 1 of each year based on the change in the consumer price index for all urban consumers (CPI-U) for the Los Angeles-Riverside-Orange County, CA average for all items, 1982-84=100, as published by the U.S. Department of Labor's Bureau of Labor Statistics or the most closely equivalent successor thereto in the event the index is terminated or changed. The "base index" for the adjustment shall be the index for December 2015. Regardless of the CPI-U, in no case shall the salaries be increased by more than 3% in any given year.

Section 605.1. City Council Salary Decrease. In the event that the City Council approves or imposes a salary decrease upon a group of City employees represented by a recognized bargaining group for any reason, Council salaries shall be decreased by a corresponding percentage effective at the same time the employee salary decrease becomes effective. If multiple groups of City employees experience reductions in salary that go into effect during the same fiscal year, the City Council's salary shall be reduced by the largest percentage reduction experienced by an employee group. If multiple groups of City employees experience reductions in salary that are implemented on a staggered basis throughout the fiscal year, City Council salaries shall be reduced by the highest percentage reduction experienced by an employee group then in effect. For example, if one employee group has a salary decrease of 2% effective July 1 and another group has a salary decrease of 3% effective September 1, Council salaries shall be decreased by 2% effective July 1 and on September 1 the Council's salary shall be decreased by an additional 1%.

Section 606. City Council Vacancies. In the event that a Council seat becomes vacant, for whatever reason, prior to the expiration of the term, the City Council may hold a special election to fill the vacancy or it may appoint a qualified individual to fill the vacancy. If the Council appoints a qualified individual to fill the vacancy, the appointment shall adhere to the following: If the vacancy occurs less than six months after the most recent Council election, the candidate

from the election receiving the next highest vote total shall be appointed by the City Council. If there is no next highest candidate, or if the next highest candidate declines the appointment, or if the vacancy occurs more than six months after the most recent election the Council shall appoint a qualified elector to fill the remaining term, except that if a regularly scheduled election will occur prior to the end of the term then the appointment shall only be until that next regularly scheduled election.

Section 607. **City Treasurer's Power and Duties**. The powers and duties of the Treasurer shall be those established in California Government Code for municipal treasurers and such duties as the City Council may, from time to time, assign to the Treasurer by ordinance.

ARTICLE VII. APPOINTED CITY CLERK

Section 700. Creation of Office. Effective at the end of the current term of the elected City Clerk, the position of City Clerk shall become an appointed position. Authority to hire, promote, discipline, fire, and set the employment conditions for the City Clerk shall reside with the City Manager.

ARTICLE VIII. EFFECTIVE DATE

Section 800. Effective Date. This Charter shall become effective on January 1, 2017.





File #: 2016-268

Item No: 6.A.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 7/13/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 13.8 acres at the Northwest Corner of East Palm Canyon Drive and Date Palm Drive.

Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency and the City Urban Revitalization Corporation,

Property Owners: City Urban Revitalization Corporation

Under Negotiations: Property Negotiations

FROM:

Tami Scott, Administrative Services Director





File #: 2016-298

Item No: 6.B.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 8/10/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 3 acres at the Southwest Corner of East Palm Canyon Drive and West Buddy Rogers Drive; APN's 687-193-003 & 004; 687-193-007 through 010; 687-195-002 through 010 and 687-195-012.

Negotiating Parties: City of Cathedral City as Successor Agency to the former Redevelopment Agency, the City Urban Revitalization Corporation, Tri-Vestco and Guy Whitten **Property Owners**: City Urban Revitalization Corporation and Guy Whitten **Under Negotiations**: Property Negotiations

FROM:

Curt Watts, Economic Development Director



File #: 2016-300

Item No: 6.C.

City Council

MEETING DATE: 8/10/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: A.P.N. 687-510-049 and 687-501-050, Parcels 6 and 7, Margot Murphy Way.
 Negotiating Parties: City of Cathedral City and the City Urban Revitalization Corporation.
 Property Owners: City Urban Revitalization Corporation
 Under Negotiations: Property Negotiations

FROM: Leisa Lukes, Economic Development Manager

Cathedral City



File #: 2016-301

Item No: 6.D.

City Council

MEETING DATE: 8/10/2016

TITLE:

Conference with Legal Counsel - Anticipated Litigation, Pursuant to Government Code Section 54956.9 (a) and (d)(4):

One Potential Case