

CITY COUNCIL CHAMBERS	68-700 AVENIDA LALO GUERRERO	CATHEDRAL CITY, CA 92234
Wednesday, October 12, 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>2016-416</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 \$ 3,801,907 for the month of September, 2016.
- 2.B. <u>2016-407</u> Amendment to The Ramsay Group (TRG) Contract for an Income Survey in the Dream Homes Neighborhood.

<u>Recommendation:</u> City staff recommends the City Council amend the current contract with

the Ramsay Group and authorize the City Manager (or designee) to prepare and execute the necessary contract amendment in the amount of \$6,960.

2.C. <u>2016-409</u> California Youth Soccer and Recreation Development Program Grant Application for Dennis Keat Soccer Park.

Recommendation: Staff recommends the City Council authorize a California Youth Soccer and Recreation Development Program grant application for lighted futsal court(s) at Dennis Keat Soccer Park; and approve a Resolution in support of the Grant Application.

2.D. 2016-415 Contract Award to CT&T Concrete Paving, Inc. for the Whitewater Bike Path and Contract Amendment with ALTA Planning and Design for Related Professional Services

Recommendation: Staff recommends the City Council approve the award of a contract with CT&T Concrete Paving, Inc. in the contract bid amount of \$3,165,171.74 to construct the Cathedral City Whitewater Bike Path; authorize the City Engineer to negotiate with CT&T to reduce the construction contract to approximately \$2,750,000, include an approximate 10% contingency on the negotiated bid amount for unforeseen construction contingencies, include \$40,000 for inspection and testing services, and approve a Time and Materials Amendment to the Professional Services Agreement with ALTA Planning and Design not to exceed \$100,000, thereby, making the estimated encumbrance \$3,200,000.00; 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.

2.E. <u>2016-420</u> Amendments to the Cooperative Agreement with CVAG for the Whitewater Bike Path

<u>Recommendation:</u> Staff recommends the City Council approve amendments to the Cooperative Agreement with CVAG for the Cathedral City Whitewater Bike Path to allow the use of South Coast Air Quality Management District CV Link Grant Funds for construction of the project.

- 2.F. 2016-403 Approve a Purchase Order with Petrochem Materials Innovation, LLC (PMI) to Supply and apply Rubberized Emulsion Aggregate Slurry (REAS) for the Third Phase of the City's Pavement Management Program (PMP) and perform minor patch repairs on East Palm Canyon.
 - Recommendation: Staff recommends the City Council authorize the City Manager to execute the required "piggyback" contract/purchase order documents with PMI to supply and apply REAS to City Staff designated streets for the Third Phase of the PMP and include traffic control and striping in the amount of \$327,470.20 and authorize the City Manager (or designee) to execute the required contract documents; and approve a ten percent (10%) contingency in the amount of \$32,747 dollars for unforeseeable construction costs; and approve \$5,000 for staff labor to perform inspection and materials testing; and authorize the City Engineer to request insurance for this project and issue a Notice of Proceed; and,

thereby making the Phase Three of the Pavement Management Program expenditure \$365,217.20; and authorize the City Engineer to coordinate and contract outside services for additional street patch repairs on East Palm Canyon with conventional asphalt and REAS while PMI is working within the City not to exceed \$30,000.

3. PUBLIC HEARINGS

4. LEGISLATIVE ACTIONS

4.A. <u>2016-417</u> Resignation of Simeon Den from the Public Arts Commission

<u>Recommendation:</u> Staff recommends the City Council accept the resignation of Simeon Den from the Public Arts Commission effective October 11, 2016 and direct staff to proceed with the process of filing the vacancy.

4.B. <u>2016-373</u> 2016 Building and Fire Codes Adoption

Recommendation: Staff recommends the City Council conduct a first reading, by Title only, of an Ordinance which proposes adoption of the 2016 editions of the California Building and Fire Codes with the requisite findings in support of local additions and amendments to the codes.

4.C. <u>2016-412</u> Ordinance Amending Chapter 3.24.011 of the Municipal Code Regulating Vacation Rental Units

<u>Recommendation:</u> Staff recommends the City Council approve the second reading, by title only, to an ordinance amending Chapter 3.24.011 of the Municipal Code regulating vacation rental units.

4.D. <u>2016-414</u> Vacation Rental Enforcement Services

Recommendation: This item is presented for information, discussion and direction only. If Council chooses to provide stepped up enforcement on an interim basis while the task force completes its work staff recommends the City Council authorize a six month contract with US Security Associates to provide 25 hours per weekend of enforcement and documentation of violations.

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. <u>2016-419</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 3.1 acres near the Southwest

Corner of East Palm Canyon Drive and Van Fleet Avenue; A.P.N. 687-199-001 through 002, 687-212-001 through 005, 009 through 011, 019, 022 through 024 and 026 through 027.

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: Price and Terms for potential purchase of real property.

6.B. <u>2016-411</u> 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: Price and Terms for potential purchase of real property.

6.C. <u>2016-418</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: A.P.N. 687-196-001 through 006 and 687-198-001 through 006. Southeast corner of West Buddy Rogers and East Palm Canyon Drive.

Negotiating Parties: City of Cathedral City as Successor Housing Agency to the Former Redevelopment Agency and Saxony Living, LP

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

Under Negotiation: Price and Terms for Potential Sale of Real Property

6.D. <u>2016-426</u> Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

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

Negotiating Parties: City Council as Successor Agency to the Former Redevelopment Agency and City Urban Revitalization Corp.

Property Owners: City Urban Revitalization

Under Negotiation: Price and Terms for Potential Sale of Real Property

ADJOURN

The next Regular City Council Meeting will be held on Wednesday, October 26, 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 #: 2016-416

Item No: 2.A.

City Council

MEETING DATE: 10/12/2016

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 \$ 3,801,907 for the month of September, 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 SEPTEMBER 2016 CITY OF CATHEDRAL CITY

	PAYROLL	
DATE	DESCRIPTION	 TOTAL
9/6/2016	Checks and Direct Deposit	\$ 523,371.26
	Taxes, PERS, ICMA, Nationwide	\$ 364,981.94
9/20/2016	Checks and Direct Deposit	\$ 474,095.52
	Taxes, PERS, ICMA, Nationwide	\$ 333,747.85
	Checks and Direct Deposit	
	Taxes, PERS, ICMA, Nationwide	
TOTAL PAYROLL		\$ 1,696,196.57

	ACCOUNTS PAYABLE		
DATE	CHECK NO.	CHECK NO. TOTAL	
9/8/2016	134648-134650	\$	3,773.59
9/14/2016	134651-134829	\$	343,523.10
9/15/2016	134830	\$	2,627.46
9/28/2016	134831-135045	\$	1 246 072 6
			1,246,973.69
Various days	Wire Transfers	\$ 	494,807.93

TOTAL ACCOUNTS PAYABLE DEMAND REGISTER REPORT (ATTACHED)	\$2,790,435.56
TOTAL PAYROLL CHECKS AND DIRECT DEPOSITS	\$997,466.78
TOTAL BANK CARDS AND FEES	\$14,004.56
COMBINED TOTAL FOR MONTH:	\$3,801,906.90

Fund 000 ----Sub Fund 000 ---Period from to 99 -----Check * date from 09/01/2016 to 09/30/2016 -----AP Dist.Code ** ALL ** -----Print Prepaid Check * Y -Summary Printed Y -

Summary Sequenced by Fund

16/10/03-13:25	Demand Regist October	ter - September 2016 3, 2016		October 03 20	16 Page 1
Inv./Chq. Date Supplier MM/DD/YY I	Fnc. Description	Inv./Chq. Fnc. Number	./Inv. Inv. Amount	Paid Check Amount	* Amount
ACE CARPET CLEANING 09/09/16 09/16/16 09/28/16	CLEANING SVCS-PD CLEANING SVCS-CIV CTR Check * Issued	08916 091616 134884	375.00 425.00	375.00 425.00	800.00
ACROSS THE STREET PRODU	CTIONS				
08/16/16 09/14/16	BLUE CARD COMMAND TRAINING Check * Issued	823593 134689	3 1,600.0		.00 1,600.00
ADMINISTRATIVE SERVICES					
09/10/16	9/11-10/10 KYOCERA LEASE	6776415	26.16		
		2	6.16		
			6.16		
			0.80		
			6.16 6.16		
			8.38		
			9.59		
			9.59		
		4	9.60		
			9.60		
		19	8.38		
	Total	6776415 8	356.74	856.74	
09/28/16	Check * Issued	134885			856.74
ADVANCED ELECTRONICS, IN	С.				
09/15/16	RADIO INSTALLATION	723000157-1	925.00	925.00	
09/28/16	Check * Issued	134886			925.00
AFSCME, AFL-CIO					
09/06/16	Payroll Deduction	090616	5.00	5.00	
09/14/16	Check * Issued	134690			5.00
09/20/16	Payroll Deduction	092016	5.00	5.00	
09/28/16	Check * Issued	134887	0.00	0.00	5.00

	Inv./Chq. Date		Inv./Chq. Fnd	c./Inv. Ir	nv. Paid Chec	k *
Supplier	MM/DD/YY Fr	nc. Description	Number	Amount	Amount	Amount
AFSCME, AFL-0	CIO COUNCIL #36					
	09/06/16	Payroll Deduction	090616	767.93	767.93	
	09/14/16	Check * Issued	134691			767.93
	00/00/110		222212			
	09/20/16	Payroll Deduction	092016	767.93	767.93	707.00
	09/28/16	Check * Issued	134888			767.93
AI BERT WEBE	3 ASSOCIATES					
	08/20/16	VCECI DESIGN	164237	6,707.30		
	00,20,10			07.29		
			0,11			
		Total	164237 13,	414.59	13,414.59	
	08/20/16	HSIP APPLICATION	164239	5,440.00	5,440.00	
	09/14/16	Check * Issued	134693			18,854.59
ALLIED REFRI	GERATION, INC.					
	09/08/16	SUPPLIES-FM	571654	60.08	60.08	
	09/28/16	Check * Issued	134889			60.08
ALLSTAR FIRE	EQUIPMENT, INC		100100			
	08/24/16 09/14/16	PPE OUTER MAGNET PANEL	192450	49.2	24 49	.24
	09/14/16	Check * Issued	134694			49.24
	08/26/16	PPE HELMET	192490	356.65	356.65	
	09/28/16	Check * Issued	134890	000.00	550.05	356.65
			101000			000.00
AMERICAN FIE	DELITY ASSURAN	CE CO				
	09/06/16	Flex Spending MCP 48558	090616	2,692.93	2,692.93	
	09/14/16	Check * Issued	134695			2,692.93
	09/20/16	Flex Spending MCP 48558	092016	2,692.93	2,692.93	
	09/28/16	Check * Issued	134892			2,692.93
AMERICAN FIE	DELITY-PREPOST					
	09/06/16	PreTax MCP48558 B488283	090616A	222.65	222.65	
	09/06/16	PostTax MCP48558 B488283	090616B	378.27	378.27	
	09/14/16	Check * Issued	134696			600.92

	Inv./Chq. Date		Inv./Chq. Fnc./Inv	. Inv. Paid	Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	09/20/16	PreTax MCP48558 B500992	092016A	222.65	222.65
	09/20/16	PostTax MCP48558 B500992	092016B	378.27	378.27
	09/28/16	Check * Issued	134893		600.92
AMERICAN I	FORENSIC NURSE	ES			
	08/15/16	PRF SVCS-BLOOD DRAWS	68294	215.00	215.00
	09/14/16	Check * Issued	134697		215.00
	09/01/16	OCT16 PROF SVCS STAND BY FEE	68284	500.00	500.00
	08/31/16	PROF SVCS-BLOODDRAWSSUSPECTKIT	68346		327.00
	09/28/16	Check * Issued	134894	021.00	827.00
AMERICAN	PROMOTIONAL EV	/ENT TNT			
	09/15/16	REFUND PM10 FIREWORKSBOOTH DEP	233174	500.00	500.00
	09/28/16	Check * Issued	134895		500.00
AMERICAN	RED CROSS 09/08/16	SPONSORSHIP HOME FIRE RELIEF	90010	1,000.00	1,000.00
	09/14/16	Check * Issued	134698		1,000.00
AMERICAN	TRAFFIC SOLUTIC	INS			
	08/31/16	AUG16 RED LIGHT CAMERA	INV00022825	10,500.00	10,500.00
	09/28/16	Check * Issued	134896	10,000.00	10,500.00
ANTHEM BL	UE CROSS				
	09/07/16	PARAMEDIC REFUND	090716	1,008.10	1,008.10
	09/28/16	Check * Issued	134897		1,008.10
AQUACHEM	ENGINEERING				
	09/01/16	ASCO IMNCH BRASS VALVE	6093	824.69	824.69
	09/14/16	Check * Issued	134699		824.69
	09/01/16	SEP16 WATER TREATMENT	6095	517.88	517.88
	09/28/16	Check * Issued	134898		517.88

ARELLANO, REBECCA

BARBARA SINATRA CHILDREN'S CEN

09/02/16 PROF SVCS

Demand Register - September 2016 October 3, 2016

	Inv./Chq. Date		Inv./Chq. Fnc	./Inv. Inv. Paid	Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amo
	09/07/16	PARAMEDIC REFUND	090716	50.00	50.00
	09/28/16	Check * Issued	135002		50.00
ARMBRISTE		PARAMEDIC REFUND	000710	64.00	C1 00
	09/07/16 09/28/16	Check * Issued	090716 134926	64.90	64.90 64.90
ARMENTA, O					
	09/07/16	PARAMEDIC REFUND	090716	30.00	30.00
	09/28/16	Check * Issued	134946		30.00
ARMSTRON	G, NEAL & SUZANI	NE			
	07/01/16	WATERSMART LANDSCAPES PROGRAM	Λ	1 500.00	500.00
	09/14/16	Check * Issued	134785		500.00
ASAP PUMP	ING INC.				
	08/29/16	CATCH BASIN PUMPING	22657	2,115.00	2,115.00
	09/28/16	Check * Issued	134899		2,115.00
BAILEY, LES	TER				
	08/26/16	WATERSMART LANDSCAPES PROGRAM	Λ	1 500.00	500.00
	09/14/16	Check * Issued	134770		500.00
BANK OF NY	MELLON TRUST				
	09/02/16	2001-1 LOB FISCAL AGENT FEE	252-1970223	750.00	750.00
	09/02/16	2004-01 FISCAL AGENT FEE	252-1970225	750.00	750.00
	09/14/16	Check * Issued	134701	100.00	1,500.00
	09/02/16	1996 LOB FISCAL AGENT FEE	252-1970222	750.00	750.00
	09/02/16	2003-1 LOB 35TH FISCALAGENTFEE	252-1970224	750.00	750.00
	09/02/16	04-02 LOB FISCAL AGENT FEE	252-1970226	750.00	750.00
	09/02/16	TRUSTEE FEE 2015A LSE REV BOND	252-197022	7 1,750.00	1,750.00
	09/28/16	Check * Issued	134901		4,000.00

090216

516.00

516.00

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc Number	c./Inv. Inv. Pa Amount	id Check * Amount Amount
	09/28/16	Check * Issued	134902		516.00
BARRISTER PR	OFESSIONAL SV	105			
BritherEttri	09/04/16	LEGAL SVC AUG16	CC-2016-08	.06	
			9,39	93.44	
		Total	CC-2016-08 9	,393.50 9,39	93.50
	09/28/16	Check * Issued	134831		9,393.50
	09/06/16	PROF SVCS-BACKGROUND INV.	16-09-0071-00	3,834.00	3,834.00
	09/28/16	Check * Issued	134903		3,834.00
BAUMANN, RAY	Y				
	07/07/16	6/20&6/29 VIDEO ENGINEERING	34121	148.75	148.75
	08/07/16	VIDEO ENGINEERING	34122	182.00	182.00
	09/28/16	Check * Issued	135001		330.75
BAXTER'S FRA	MEWOBKS				
	09/02/16	NAME PLATES	836923	.26-	
			2	28.34	
		Total	836923	28.08 2	8.08
	09/14/16	Check * Issued	134702		28.08
BECK OIL, INC.					
	08/26/16	CARB #2 DIESEL, CLEAR	271477	308.56	308.56
	09/02/16	CARB #2 DIESEL, CLEAR	272015	577.09	577.09
	09/14/16	Check * Issued	134703		885.65
	09/09/16	GASOLINE & DIESEL FUEL	272012	975.12	
				02.64 05.38	
		Total	272012 1,	683.14 1,68	3 14
	09/09/16	CARB #2 DIESEL, CLEAR	272012 1,	366.35	366.35
	09/16/16	CARB #2 DIESEL, CLEAR	273130	470.46	470.46
	09/28/16	Check * Issued	134904		2,519.95

October 3, 2016

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv. Number /		Check * Amount Amount
BEST SIGNS	S, INC.				
	08/19/16	CIV CTR SIGNAGE & INSTALLATION	86750	144.97	144.97
	08/19/16	CIV CTR SIGNAGE & INSTALLATION	86751	434.91	434.91
	09/14/16	Check * Issued	134704		579.88
BIG O TIRES	6				
	08/29/16	EQUIPMENT TIRES-CRAFCO	005609-72957	107.80	107.80
	08/30/16	EQUIPMENT TIRES-CRAFCO	005609-72978	107.80	107.80
	09/14/16	Check * Issued	134705		215.60
BIO-TOX LAI	BORATORIES				
	09/12/16	PROF SVCS-DRUG SCREEN ANALYSIS	32692	541.00	541.00
	09/12/16	PROF SVCS-DRUG SCREEN ANALYSIS	32693	400.50	400.50
	09/28/16	Check * Issued	134905		941.50
BLACKLINE	GPS CORP				
	08/19/16	MAY16-DEC16 GPS TRACKING SYS.	INV2001678-B	266.00	266.00
	09/14/16	Check * Issued	134706		266.00
BOOS FUND	0 1 CATHEDRAL CI	ITY LLC			
	09/08/16	REFUND PM-10 PERMIT G13-004	208176	1,296.00	1,296.00
	09/14/16	Check * Issued	134707		1,296.00
BOSS, BURT	ΓΟΝ				
	09/13/16	WATERSMART LANDSCAPES PROGRAM	1	500.00	500.00
	09/28/16	Check * Issued	134908		500.00
BOYS & GIR	LS CLUB OF CATH	1 CITY			
	09/06/16	10/2 MEATBALL FESTIVAL	100216 10.00	50.00	
		Total	100216 60.0	60.0	0
	09/14/16	Check * Issued	134708		60.00

BREEN, JAMES

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Pa Amount	id Check * Amount Amount
	09/08/16 09/28/16	WATERSMART LANDSCAPES PROGRAM Check * Issued	134963	1 500.0	0 500.00 500.00
BROCK PRO	FESSIONAL SERV	ICES			
	09/06/16	8/22-9/6 AB939 DIVERSION RPT	BPS143	2,210.00	2,210.00
	09/14/16	Check * Issued	134709		2,210.00
	09/19/16	9/6-9/19 AB 939 DIVERSION RPT	BPS144	3,773.00	3,773.00
	09/28/16	Check * Issued	134906		3,773.00
BRYAN, DAV	/ID				
	09/07/16	REIMB FOR SUPPLIES	090716	54.59	54.59
	09/14/16	Check * Issued	134660		54.59
BURKE, WIL	LIAMS & SORENSE	IN LLP			
	09/12/16	LEGAL SVC AUG16	205118	38.14	
			15,920	.80	
			178.		
			178.		
			295.		
			754.		
			84.		
			84. 3,180.		
			3,180.		
			2,799.		
			4,203.		
			2,261.		
			482.		
			38.	14	
			1,644.	29	
		Total	205118 32,55	9.57 32,55	9.57
	09/28/16	Check * Issued	134832		32,559.57
	09/12/16	AUGUST 2016 LEGAL SERVICES	205092	294.00	294.00
	09/12/16	AUGUST 2016 LEGAL SERVICES	205093	49.00	49.00
	09/12/16	AUGUST 2016 LEGAL SERVICES	205094	1,017.50	1,017.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205095	661.50	661.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205096	68.41	68.41

In	w./Chq. Date		Inv./Chq. Fnc./Ir	nv. Inv. Pai	d Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Am
	09/12/16	AUGUST 2016 LEGAL SERVICES	205097	515.60	515.60
	09/12/16	AUGUST 2016 LEGAL SERVICES	205098	905.86	905.86
	09/12/16	AUGUST 2016 LEGAL SERVICES	205099	4,336.50	4,336.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205100	147.00	147.00
	09/12/16	AUGUST 2016 LEGAL SERVICES	205101	567.36	567.36
	09/12/16	AUGUST 2016 LEGAL SERVICES	205102	637.00	637.00
	09/12/16	AUGUST 2016 LEGAL SERVICES	205103	212.50	212.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205104	276.77	276.77
	09/12/16	AUGUST 2016 LEGAL SERVICES	205105	333.68	333.68
	09/12/16	AUGUST 2016 LEGAL SERVICES	205106	247.84	247.84
	09/12/16	AUGUST 2016 LEGAL SERVICES	205107	840.92	840.92
	09/12/16	AUGUST 2016 LEGAL SERVICES	205108	220.50	220.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205109	24.50	24.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205110	24.50	24.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205111	196.00	196.00
	09/12/16	AUGUST 2016 LEGAL SERVICES	205112	122.50	122.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205113	612.50	612.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205114	24.50	24.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205115	24.50	24.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205116	171.50	171.50
	09/12/16	AUGUST 2016 LEGAL SERVICES	205117	24.50	24.50
	09/28/16	Check * Issued	134907		12,556.94
BURRTEC WAST					
	09/14/16	AUG16 COMMUNITY CLEANUP	MISC091416	2,476.50	2,476.50
	09/14/16	Check * Issued	134710		2,476.50
C & M BUILDING	MATERIALS				
	08/18/16	SUPPLIES-GLOVES	387685	44.96	44.96
	08/19/16	SUPPLIES-WIRE CUTTER	387836	31.61	31.61
	08/23/16	SUPPLIES-LEATHER GLOVE, BANDAN	388064	54.50	54.50
	08/23/16	SUPPLIES-TWN SQR	388087	157.42	157.42
	09/14/16	Check * Issued	134711	107.12	288.49
	09/06/16	SUPPLIES-KNIFE	389198	9.32	9.32
	09/10/16	SUPPLIES-DUCT TAPE	389789	7.49	7.49
	09/28/16	Check * Issued	134909		16.81
C.C.F.M.A.					

Payroll Deduction 09/06/16 090616 275.00 275.00

October 3, 2016

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Number	Fnc./Inv. I Amount	Inv. Paid Check Amount	* Amount
	09/14/16	Check * Issued	134651			275.00
	09/20/16 09/28/16	Payroll Deduction Check * Issued	092016 134833	275.00	275.00	275.00
C.C.P.F.A.	09/06/16	HR-PP18 09/06/16 CCPFA	9002475	2,568.05 12.50-		
	09/30/16	Total Check * Issued	9002475 9002470	2,555.55	2,555.55	2,555.55
	09/20/16	HR-PP19 09/20/16 CCPFA	9002485	2,568.05 12.50-		
	09/30/16	Total Check * Issued	9002485 9002471	2,555.55	2,555.55	2,555.55
C.C.P.M.A.						
	09/06/16	Payroll Deduction	090616	1,099.16	1,099.16	
	09/14/16	Check * Issued	134652			1,099.16
	09/20/16	Payroll Deduction	092016	1,099.16	1,099.16	
	09/28/16	Check * Issued	134834			1,099.16
C.C.P.O.A.						
	09/06/16	Payroll Deduction	090616	3,914.03	3,914.03	
	09/14/16	Check * Issued	134653			3,914.03
	09/20/16	Payroll Deduction	092016	3,914.03	3,914.03	
	09/28/16	Check * Issued	134835			3,914.03
CADENCE CO	OMMUNICATIONS					
	09/01/16	8/1-31 RENTAL HOTLINE	84144	24.00	24.00	
	09/14/16	Check * Issued	134712			24.00
CALIFORNIA	CONSULTING					
	07/31/16	GRANT WRITING SERVICES	175	94 7,515.3	32 7,515.3	2

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Paid Amount	d Check * Amount Amount
	09/14/16	Check * Issued	134713		7,515.32
CALPERS					
	09/03/16	GASB 68 REPORTING	9002470	5,200.00	5,200.00
	09/30/16	Check * Issued	9002472		5,200.00
	09/06/16	SEPT HEALTH PREMIUM	9002477	322,390.58	322,390.58
	09/30/16	Check * Issued	9002473		322,390.58
	09/06/16	HR-PP18 09/06/16 PERS RETIREME	9002478	141,074.23	
			200		
		Total	9002478 141,27	74.23 141,27	4.23
	09/30/16	Check * Issued	9002474		141,274.23
	09/23/16	HR-PP19 09/20/16 PERS RETIREME	9002487	136,534.85	136,534.85
	09/30/16	Check * Issued	9002475	100,004.00	136,534.85
CANYON CO	PY AND PRINT II				
	08/29/16	NOTE PADS	1244	305.20	305.20
	09/28/16	Check * Issued	134910		305.20
CARQUEST (OF THE DESERT				
	09/01/16	FLEET SUPPLIES-PW	15137-7753	14.81	14.81
	09/14/16	Check * Issued	134714		14.81
	20/10/10				
	09/12/16 09/20/16	FLEET SUPPLIES-PW M23 FLEET SUPPLIES-PW FORD TRUCKS	15137-8686	9.34	9.34
	09/28/16	Check * Issued	15137-9457 134911	87.09	87.09 96.43
	00/20/10	chook issued	104011		00.40
CASTRO, JO	SE				
	08/26/16	WATERSMART LANDSCAPES PROGRAM		1 500.00	
	09/14/16	Check * Issued	134762		500.00
CATHEDRAL	CITY CHAMBER C)F			
	09/06/16	HC-AUG16 LUNCH & LEARN EVENT	11669	20.00	20.00
	09/14/16	Check * Issued	134715		20.00

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. Pa Amount	id Check * Amount Amount
CATHEDRAL		J			
OTTILDTUTE .	09/14/16	SEP16 ULTRAMAX THEATER ASSIST	THEATER SE	P16 34,000.0	34,000.00
	09/14/16	Check * Issued	134654		34,000.00
	CITY HISTORICAL				
O/THEDTINE (08/03/16	35TH ANNIV HISTORICAL DISPLAY	080316	1,000.00	1,000.00
	09/14/16	Check * Issued	134716	.,	1,000.00
	CITY POLICE EXP				
OATTEDIAL	09/06/16	Payroll Deduction	090616	166.00 1	66.00
	09/14/16	Check * Issued	134655	100.00	166.00
	09/20/16	Payroll Deduction	092016	166.00 1	66.00
	09/28/16	Check * Issued	134836		166.00
CATHEDRAL	CITY POLICE RES	ERVE			
	08/31/16	FY16/17 UNIFORM REIMBURSEMENT	083116	6 2,450.00	2,450.00
	09/01/16	AUG16 CCPD RESERVES STIPEND	090116	360.00	360.00
	09/14/16	Check * Issued	134717		2,810.00
CAYENTA CAI	NADA INC.				
	09/12/16	SEP16 MONTHLY SERVICE	CT030374	3,245.00	3,245.00
	09/28/16	Check * Issued	134912		3,245.00
CDW GOVER	MENT INC				
obii doi Liii	07/01/16	MONITORS	DDN3244	265.61	265.61
	07/13/16	PD-COMPUTER	DQV0095	751.07	751.07
	07/14/16	COMPUTER & MONITORS-DETECTIVES	DQV7		
	09/08/16	Check * Issued	134649		1,273.59
	08/04/16	MONITOR	DMW2403	133.13	133.13
	07/29/16	MONITOR	DVH9485	292.86	292.86
	08/09/16	DESKTOP PRINTER	DXK4868	911.61	911.61
	08/12/16	COMPUTER	DZF4483	833.21	833.21
	08/26/16	THUMB DRIVES-PROP/EVID	FDJ4616	50.76	50.76
	09/14/16	Check * Issued	134718		2,221.57

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Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./ Number	/Inv. Inv. Pa Amount	
Supplier		rne. Description	Number	Amount	Amount Amount
	07/28/16	SOFTWARE RENEWAL-VMWARE	DTZ15	91 1,259.0	0 1,259.00
	07/28/16	MIS SUPPLIES	DVB1125	338.73	338.73
	08/10/16	SUPPLIES-CNL CHAMBERS	DXR0418	455.09	455.09
	09/06/16	PRINTER	FGJ2479	135.31	135.31
	09/14/16	COMPUTERS & MONITORS	FJC0435	1,634.94	1,634.94
	09/14/16	MDC INV FOR PATROL	FJF9890	3,838.81	3,838.81
	09/28/16	Check * Issued	134913		7,661.88
CELLEBRITE I	JSA INC				
	09/16/16	10/19/16-10/18/17 RENEWAL	INVUS174689	3,098.99	3,098.99
	09/28/16	Check * Issued	134914	-,	3,098.99
					-,
CLAYTON, SC	ΟΤΤ				
	09/06/16	9/27-28 POSTSUB FAMILY&911LIAB	092716	256.00	256.00
	09/14/16	Check * Issued	134676		256.00
CNG UNITED					
	09/06/16	UPGRADE UNIT #32	51472	3,627.49	3,627.49
	09/14/16	Check * Issued	134719		3,627.49
CNS ENGINEE	DS INC				
CINS ENGINEE	08/29/16	6/11-8/5 CCWW 8919 ROW SVC	8001-B39	2 007 67	0.007.07
	09/14/16	Check * Issued	134720	3,007.67	3,007.67 3,007.67
		Chook Issued	104720		3,007.07
COACHELLA	ALLEY CONSER	RVATION			
	08/31/16	AUG16 MSHCP FEES	2016-08 AUG	2,654.00	2,654.00
	08/31/16	AUG16: LESS 1% ADMIN FEE	2016-08 AUG-B	26.54-	26.54-
	09/15/16	Check * Issued	134830		2,627.46
COACHELLA	ALLEY WATER	DIST.			
	09/16/16	08/07-09/09 LLD WATER	LLD-1608	198.76	198.76
	09/28/16	Check * Issued	134837		198.76
	09/15/16	08/09-09/09 RAMON RD MEDIAN	RR1-1608	36.16	36.16
	09/28/16	Check * Issued	134838		36.16
	09/15/16	08/09-09/09 RAMON RD MEDIAN	RR2-1608	74.44	74.44

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Ir Number	איז. Inv. Paid Amount	Check * Amount Amount
	09/28/16	Check * Issued	134839		74.44
	09/15/16 09/28/16	08/09-09/09 RAMON RD MEDIAN Check * Issued	RR3-1608 134840	61.24	61.24 61.24
	09/15/16 09/28/16	08/08-09/08 OCOTILLO PARK Check * Issued	33300-L-1608 134841	1,497.20	1,497.20 1,497.20
	09/15/16 09/28/16	08/08-09/08 OCOTILLO-SNACKBAR Check * Issued	33300-RR-1608 134842	35.48	35.48 35.48
	09/15/16 09/28/16	08/08-09/08 OCOTILLO-DRKG FTN Check * Issued	33300-DF-1608 134843	19.00	19.00 19.00
	09/14/16 09/28/16	08/05-09/06 LLD 16A CENTURY PA Check * Issued	10166-1608-A 134844	2,401.52	2,401.52 2,401.52
	09/14/16 09/28/16	08/08-09/09 LLD17RSTRMS&TURTLE Check * Issued	28905B31608 134845	55.92	55.92 55.92
	09/19/16 09/28/16	08/09-09/09 30TH AVE SOCCER PK Check * Issued	SPK2-1608 134846	45.60	45.60 45.60
COMMERCI	AL CLEANING SPI	ECIALIST			
COMMERCE	09/15/16	SEP16 JANITORIAL SVCS-PD	10222	2,975.00	2,975.00
	09/15/16	SEP16 JANITORIAL SVCS	10223	4,890.00	4,890.00
	09/28/16	Check * Issued	134916	0.25	7,865.00
COMSERCO), INC				
	08/15/16 09/14/16	TECH SVCS-OUT OF RANGE-D36 Check * Issued	75043 134722	232.50	232.50 232.50
CONNEAUT	PARTNERS, LLC 09/13/16 09/14/16	OCT16 APN:687-030-051,055 LSE Check * Issued	FY-04001 134723	9,245.00	9,245.00 9,245.00
CORELOGIC	08/31/16 09/14/16	C AUG16 PROP OWNER INFO SOFTWARE Check * Issued	8172140 134724	94 360.00	360.00 360.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv Number	. Inv. Paid Amount	Check * Amount Amount
	08/31/16 09/28/16	AUG16 APN DATA SVC Check * Issued	81719325 134917	150.00	150.00 150.00
COREY AIRPO	ORT SERVICES				
	09/01/16	9/1-9/30 PS AIRPORT ADVERTISNG	9288	1,000.00	1,000.00
	09/14/16	Check * Issued	134725		1,000.00
CORRALES, A	LMA				
	09/13/16	238268 DEPOSIT REFUND	238268	100.00	100.00
	09/28/16	Check * Issued	134891		100.00
COSTAR REA	LTY INFORMAT	TON, INC			
	09/03/16	SEP16 PROPERTY PROFESSIONAL	104007725	320.00	320.00
	09/28/16	Check * Issued	134919		320.00
COUNSELING	TEAM INTL				
	08/29/16	PSYCHOLOGICAL ASSESSMENTS	32060	250.00	250.00
	09/14/16	Check * Issued	134726		250.00
	09/08/16	EMPLOYEE ASSISTANCE (CITY)	32092	420.00	420.00
	09/08/16	EMPLOYEE ASSSITANCE (FIRE)	32093	240.00	240.00
	09/08/16	AUG16 EMPLOYEE SUPPORT	32094	360.00	360.00
	09/28/16	Check * Issued	134920		1,020.00
COUNTY OF F	RIVERSIDE				
	09/07/16	ENV HEALTH PERMIT FA0016723	IN0268668	1,134.00	1,134.00
	09/28/16	Check * Issued	134921		1,134.00
COUNTY OF F	RIVERSIDE				
	09/12/16	AUG16 ANIMAL CONTROL SVCS	AN0000835 3,473.00	21,791.47	
		Total	AN0000835 18,318		3.47
	09/28/16	Check * Issued	134922	10,011	18,318.47
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CRAFCO INC

October	3,	201	6
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	Inv./Chq. Date		Inv./Chq. Fnc	./Inv. Inv. Pa	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	08/25/16	ASPHALT PAVEMENT CRACK SEAL	004302	17	
	08/31/16	ASPHALT PAVEMENT CRACK SEAL	004302	1	
	08/31/16	DUCK BILL VALVE	00430220	95.26	95.26
	09/14/16	Check * Issued	134727		11,259.74
	09/12/16	ASPHALT PAVEMENT CRACK SEAL	43026	62 3,631.74	3,631.74
	09/28/16	Check * Issued	134923		3,631.74
CRUM, GEOF	09/06/16	8/12-13 TRAVEXP SDCLE EXPLORER	081210	6 45.00	45.00
	08/21/16	8/21-22TRAV DRE PRESCHOOL&DRUG	0821		
	08/28/16	8/28-29TRAV DRE PRESCHOOL&DRUG	0828		
	00,20,10			45.00	
		Total	082816	25.00 2	25.00
	09/14/16	Check * Issued	134748		115.00
	00/14/10	Check loded	104740		110.00
	07/16/16	6/17-7/16 REIMB DATA ACCESS	1513006341	45.00	45.00
	08/16/16	7/17-8/16 REIMB DATA ACCESS	1521363502	45.00	45.00
	09/16/16	8/17-9/16 REIMB DATA ACCESS	1529706066	45.00	45.00
	09/28/16	Check * Issued	134944		135.00
000 00000					
CSG CONSU					
	08/01/16	JUL16 PLAN CHECK SVCS	F160150	297.50	297.50
	09/28/16	Check * Issued	134924		297.50
CVAG					
ovna	08/31/16	AUG16 COLLECTION OF TUMF	2016-07 AU	G 25,724.16	25,724.16
	09/14/16	Check * Issued		G 25,724.10	
	09/14/10	Check Issued	134659		25,724.16
	07/01/16	4QTR15-16 AB 2766	4QTR15-16	10,860.21	10,860.21
	09/28/16	Check * Issued	134925		10,860.21
DATA TICKE	r				
	07/01/16	MAY16 CODE CITATION PROCESSING	710	35 360.30	360.30
	08/31/16	JUL16 CODE CITATION PROCESSING	7277	465.00	465.00
	09/14/16	Check * Issued	134728		825.30

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Pa Amount	aid Check * Amount Amount
DATE PALM C	ORNER, LLC				
	09/08/16	REFUND PM-10 PERMIT G15-002	222417	2,800.00	2,800.00
	09/14/16	Check * Issued	134729		2,800.00
DATE PALM P	ETROLEUM				
	09/08/16	REFUND PM-10 PERMIT G14-001	209440	2,800.00	2,800.00
	09/14/16	Check * Issued	134730		2,800.00
	09/19/16	TAX SHARING AGREEMENT	FY2016	27,367.00	27,367.00
	09/28/16	Check * Issued	134927		27,367.00
DAVID TAUSS	IG & ASSOC				
	08/31/16	AUG16 PROF SVCS	1608068	4,125.03	4,125.03
	09/28/16	Check * Issued	134928		4,125.03
DAWN OIL					
	08/30/16	SHARPS DISPOSAL	918	506.00	506.00
	09/14/16	Check * Issued	134731		506.00
DE VEAS, COF	RWIN				
	08/16/16	10/3-4 REIMB LOCT ASSOC. TUIT	081616	1,640.00	1,640.00
	09/20/16	10/25-27 ICGIC CONF REG	1260-1928-2944-4437	60.00	60.00
	09/20/16	10/25-27 ICGIC CONF REG	2455-9988-5205-7513	60.00	60.00
	09/20/16	10/25-27 ICGIC CONF REG	2655-2112-1632-1817	60.00	60.00
	09/20/16	10/25-27 ICGIC CONF REG	4260-4929-6933-4552	60.00	60.00
	09/20/16	10/25-27 ICGIC CONF REG	4800-5975-7171-9119	60.00	60.00
	09/20/16 09/28/16	10/25-27 ICGIC CONF REG Check * Issued	5137-5440-4090-0040	60.00	60.00
	09/28/16	Check ⁻ Issued	134918		2,000.00
DELL FINANCI	AL SERVICES				
	08/16/16	MIS - 10/16 LEASE/PURCHASE PMT	16-10	2,495.69	2,495.69
	09/14/16	Check * Issued	134733		2,495.69
DESERT AIR C	CONDITIONING,	, INC.			
	08/05/16	AC MAINTENANCE 412	165034	933.00	933.00
	08/15/16	AC MAINT-CITY HALL	165245	507.27	507.27

October	З,	2016
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	Inv./Chq. Date		Inv./Chq. Fnc./	Inv. Inv. P	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amou
	09/14/16	Check * Issued	134734		1,440.27
	08/18/16	AC REPAIR STA 410	165580	1,130.00	1,130.00
	08/29/16	AC MAINT-CITY HALL	165685	299.00	299.00
	08/25/16	AC MAINT-PW	165783	83.00	83.00
	09/28/16	Check * Issued	134929		1,512.00
DESERT ELE	CTRIC SUPPLY				
	08/22/16	ELECTRIC SUPPLIES	S2329406.001	646.37	646.37
	08/22/16	ELECTRIC SUPPLIES	S2332314.001	646.37	646.37
	08/31/16	ELECTRICAL SUPPLIES-2ND STREET	S2335943.001	147.04	147.04
	09/14/16	Check * Issued	134735		1,439.78
DESERT ELIT					
	08/24/16	DATE PALM MEDIAN	1500	933.03	933.03
	08/24/16	DATE PALM MEDIAN 30TH&VISTACHN	1501	425.01	425.01
	09/14/16	Check * Issued	134736		1,358.04
DESERT PRI	NT SHOP				
	08/25/16	CC RACK CARDS	DPS-64876	42.51	42.51
	08/29/16	ENROLLMENT FORMS	DPS-64883	192.93	192.93
	09/14/16	Check * Issued	134737		235.44
	09/08/16	CHARG PACKETS	DPS-64911	233.26	233.26
	09/19/16	POST CARDS	DPS-64929	305.20	305.20
	09/28/16	Check * Issued	134930		538.46
DESERT PRO	DMOTIONAL&EMB	ROIDERY			
	08/18/16	VALLEY CITIES T-SHIRTS	39846	738.62	738.62
	09/14/16	Check * Issued	134738		738.62
	07/01/16	T-SHIRTS WITH LOGO	38820	56.00	56.00
	09/07/16	PACT IDENTIFYING TSHIRTS&CAPS	40133	562.44	562.44
	09/28/16	Check * Issued	134931		618.44
DESERT SUN	1				
	08/28/16	LEGAL ADS	5698334	1,230.00	
			1,470		

October 3, 2016

Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid Che	
Supplier MM/DD/YY	Fnc. Description	Number	Amount	Amoun	t Amount
	Total	5698334	2,700.00	2,700.00	
09/14/16	Check * Issued	134661			2,700.00
08/28/16	LEGAL ADS	5698284	1,774.00	1,774.00	
09/14/16	Check * Issued	134662			1,774.00
07/31/16	LEGAL AD	5670691	958.00	958.00	
09/14/16	Check * Issued	134739	558.00	930.00	958.00
00/14/10	Chick issued	104700			000.00
08/28/16	LEGAL ADS	5698331	2,716.00		
			2,712.00		
			998.00		
	Total	5698331	6,426.00	6,426.00	
09/28/16	Check * Issued	134848			6,426.00
DECEDE CUN					
DESERT SUN 09/10/16	10/1-31 NEWSPAPER SUBSCRIPTION	DS040454	41-1610	76.31	76.31
09/28/16	Check * Issued	134932		70.01	76.31
		, - · · · · · ·			
DESERT WATER AGENCY					
09/13/16	08/13-09/12 Water Service	2016-0928	4,663.89		
			875.31		
			145.13 1,645.92		
			1,045.92		
	Total	2016-0928	7,330.25	7,330.25	
09/28/16	Check * Issued	134849			7,330.25
DIRECTV 09/08/16	9/7-10/6 EOC TV SVC	29428322856	6 41.00	41.00	
09/28/16	Check * Issued	134850	, 41.00	41.00	41.00
00/20/10	Shook Ibuuu	104000			11.00
DONOWHO, COURTNEY					
09/06/16	9/18-24 NONPOST TRAV ADV INTL	091	816 1,632	.15 1,632	
09/14/16	Check * Issued	134657			1,632.15

10/10/03-13:25	October 3, 2016			ber 03 2016 Fage 18
Inv./Chq. Date Supplier MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./Inv. Number A		Check * Amount Amount
DOOLEY ENTERPRISES INC. 09/06/16	AMMUNITION FOR TRAINING	53015 4,196.50	38.50-	
09/14/16	Total Check * Issued	53015 4,158.00 134740	4,158.0	0 4,158.00
DOUGHERTY, MARCELA OR IN	IIGUEZ,			
09/07/16 09/28/16	PARAMEDIC REFUND Check * Issued	090716 134981	25.00	25.00 25.00
DYSART, RUTH				
09/14/16 09/28/16	WATERSMART LANDSCAPES PROGRAM Check * Issued	1 135003	500.00	500.00 500.00
ECO-FRIENDLY POWER WASH				
09/02/16 09/14/16	AUG16 STEAM&CLEAN DUMPSTERAREA Check * Issued	1342 134741	140.00	140.00 140.00
EISENHOWER OCCUPATIONAL	L HEALTH			
08/02/16 09/14/16	DOT EXAM & PRE-EMP SREENING Check * Issued	30363 134742	1,209.00	1,209.00 1,209.00
EWING IRRIGATION PRODUCT	S			
08/20/16 09/14/16	IRRIG SUPPLIES LLD 17 PANORAMA Check * Issued	2050857 134743	70.83	70.83 70.83
09/03/16	IRRIG SUPPLIES-PW	2128462	36.62	36.62
09/07/16 09/08/16 09/28/16	IRRIG SUPPLIES-LLD 16A CENTURY IRRIG SUPPLIES-2ND ST PARK Check * Issued	2135761 2142958 134937	51.34 123.24	51.34 123.24 211.20
FEDERAL EXPRESS				
08/19/16	SHIPPING CHARGES	551824968	5.80	5.80
08/26/16	SHIPPING CHARGES	552650350	5.80	
		6.18		

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6.18

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fi Number	nc./Inv. Inv Amount	v. Paid Check * Amount	Amo
	09/28/16	Total Check * Issued	552650350 134939	11.98	11.98	.78
FERGUSON	ENTERPRISES IN					
	08/29/16	SUPPLIES-CIV CTR	3612030	188.71	188.71	
	08/24/16	SUPPLIES-DOG PARK	3701323	179.52	179.52	
	09/14/16	Check * Issued	134744		368	.23
	09/01/16	SUPPLIES-ULTRAMAX MAINTENANCE	371	9307 423	2.02 422.02	
	09/13/16	SUPPLIES-ULTRAMAX MAINTENANCE	373	5436 409	9.09 409.09	
	09/28/16	Check * Issued	134940		831	.11
FERGUSON,	PRAET & SHERM	AN				
	09/14/16	RE: CI1605	20336	1,213.40	1,213.40	
	09/28/16	Check * Issued	134941		1,213	.40
FIRST AMER	ICAN TITLE INS. C	XO.				
	09/07/16	PRELIMINARY REPORT	9784-97842107	2 750.00	750.00	
	09/14/16	Check * Issued	134745		750	.00
FIRST LADIE	S OF DISCO, LLC					
	09/26/16	3/25/17 LGBT ENTERTAINER	032517	2,750.00	2,750.00	
	09/28/16	Check * Issued	134942	2,100100	2,750	.00
FRONTIER C	OMMUNICATIONS	3				
	08/28/16	08/28-09/27 PHONE LINE	MISC-160914	116.87	116.87	
	09/14/16	Check * Issued	134667		116	5.87
	09/16/16	09/16-10/15 PHONE LINES	5016-1610	96.22	96.22	
	09/28/16	Check * Issued	134852		96	.22
	09/13/16	09/13-10/12 DATA LINE	MISC-160928	281.23	281.23	
	09/28/16	Check * Issued	134853		281	.23
GALI POOL S	SERVICE					
	08/31/16	AUG16 FOUNTAIN OF LIFE MAINT	40229	1,600.00		

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Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./Inv. Number A	Inv. Pa mount	aid Check * Amount Amount
	09/14/16	Check * Issued	134746		1,600.00
GALLS, LLC					
	08/20/16	SPECIAL OPERATIONS ENTRY RAM	BC0312044	274.25	274.25
	09/14/16	Check * Issued	134747		274.25
	09/06/16	UNIFORM&ACCESSORIESFORACADEMY	BC031777	77 92	8.24 928.24
	09/06/16	UNIFORM&ACCESSORIESFORACADEMY	BC031777	78 66	3.50 663.50
	09/13/16	POINT BLANK ACTIVE SHOOTER KIT	BC0320315	508.31	508.31
	09/28/16	Check * Issued	134943		2,100.05
GARCIA, CINE			0000100	000.00	000.00
	09/15/16	BALLOON FEST EVENT DEPOSIT	9002480	300.00	300.00
	09/30/16	Check * Issued	9002476		300.00
GARZA, AUGL	JSTO				
	07/27/16	ABATEMENT SVCS	072616	200.00	200.00
	09/14/16	Check * Issued	134700		200.00
	09/19/16	ABATEMENT SERVICE	2015-0494	600.00	600.00
	09/28/16	Check * Issued	134900		600.00
GAS COMPAN					
	09/15/16	08/12-09/13 GAS SERVICE	MISC-1609	172.37	
			16.25		
		Total	MISC-1609 188.	62 1	88.62
	09/28/16	Check * Issued	135025		188.62
GL CARWASH	I 08/16/16	CITY HALL VEHICLE CAR WASHES	2016-221	15.00	
	00,10,10		15.00	10.00	
			30.00		
		Total	2016-221 60.0	0 6	0.00
	08/23/16	CITY HALL VEHICLE CAR WASHES	2016-224	15.00	
			30.00		
			15.00		

	Inv./Chq. Date		Inv./Chq. Fi	nc./Inv. Inv. F	Paid Check *
Supplier	MM/DD/YY F	inc. Description	Number	Amount	Amount Amount
		Total	2016-224	60.00	60.00
	08/25/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-225 150.0	0 150.00
	08/28/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-226 150.0	0 150.00
	08/30/16	CITY HALL VEHICLE CAR WASHES	2016-22	15.00	
				15.00	
				30.00	
		Tatal	0010 007		co. oo
	00/01/16		2016-227		60.00
	09/01/16	VEHICLEMAINT-CARWASHES/DETAILS VEHICLEMAINT-CARWASHES/DETAILS	2016		
	09/06/16 09/06/16	CITY HALL VEHICLE CAR WASHES	2016		0 135.00
	09/06/16	CITY HALL VEHICLE CAR WASHES	2016-23		
				45.00	
		Total	2016-230	60.00	60.00
	09/01/16	VEHICLE CAR WASHES	2016-231	30.00	30.00
	09/14/16	Check * Issued	134750		840.00
	09/08/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-232 135.0	0 135.00
	09/12/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-233 135.0	0 135.00
	09/12/16	CAR WASH PACT	2016-234	15.00	15.00
	09/15/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-236 155.0	0 155.00
	09/19/16	VEHICLEMAINT-CARWASHES/DETAILS	2016	-237 135.0	0 135.00
	09/28/16	Check * Issued	134945		575.00
GRAFFITI PR	OTECTION COATI				
	09/01/16	AUG16 GRAFFITI REMOVAL SVC	9893-08	16 7,110.00	7,110.00
	09/14/16	Check * Issued	134751		7,110.00
GRAINGER					
GIANGEN	09/14/16	AIR COMPRESSOR-FD 411	922504148	3 646.02	646.02
	09/28/16	Check * Issued	134947	040.02	646.02
	00/20/10	OHEOR ISSUED	104047		040.02
GRANICUS					
	09/02/16	10/1/16-12/31/16 LEGISLATIVE	79691	2,040.00	2,040.00
	09/02/16	10/1/16-12/31/16 MONTHLY SVC	79692	5,878.50	5,878.50
	09/28/16	Check * Issued	134948		7,918.50

GRAPHIC SOLUTIONS LTD.

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc Number	/Inv. Inv. Pa Amount	aid Check * Amount Amount
	08/31/16	CITYWIDE SIGN PROGRAM	23493	5,547.39	5,547.39
	09/28/16	Check * Issued	134949		5,547.39
GRAVES & I	KING LLP				
	08/31/16	RE: CI1512	1608-0009804-05	6,039.28	6,039.28
	09/28/16	Check * Issued	134950		6,039.28
GREEN DE	BORTNOWSKY LLP				
	09/14/16	LEGAL SVC JUL16	44694	315.00	315.00
	09/14/16	LEGAL SVC JUL16	44695	45.00	45.00
	09/14/16	LEGAL SVC JUL16	44696	183.22	183.22
	09/14/16	LEGAL SVC JUL16	44697	1,188.74	1,188.74
	09/28/16	Check * Issued	134951		1,731.96
GREENFIX	AMERICA, LLC				
	08/31/16	JUL16 SERVICES PERFORMED	5641	835.39	835.39
	09/14/16	Check * Issued	134752		835.39
GRESHAM	SAVAGE NOLAN & 1	FILDEN			
	09/16/16	AUG16 LEGAL SVCS	322023	1,890.00	1,890.00
	09/16/16	AUG16 LEGAL SVCS	322025	350.00	350.00
	09/28/16	Check * Issued	134952		2,240.00
GRISSO, WI	ILLIAM OR PHYLLIS				
	09/07/16	PARAMEDIC REFUND	090716	100.00	100.00
	09/28/16	Check * Issued	135042		100.00
GRUPO NEI	BLINA				
	08/18/16	TASTE OF JALISCO	021117-A	300.00	300.00
	09/28/16	Check * Issued	134936		300.00
GUNKEL, N	ATHAN				
	09/01/16	TRNG-TACTICAL RESPONSE VIOLENT	2016-090	1,200.00	1,200.00
	09/28/16	Check * Issued	134858		1,200.00

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./Inv. Number	Inv. Paid Amount	Check * Amount Amount
GUYS & GALS	S CAREER&SAFE1	TY APP			
	09/01/16	UNIFORM ALTERATIONS-C.O.P.	35799	125.73	125.73
	09/28/16	Check * Issued	134953	120.70	125.73
HAMMER PU	MPING, INC				
	09/01/16	SERVICE CALL-DESERT CINEMA	WO-11452	95.00	95.00
	09/28/16	Check * Issued	134954		95.00
HANLEY, NAT	HANIEL				
	09/01/16	REIMB BULLETPROOF VEST PROGRAM	090116	600.00	600.00
	09/14/16	Check * Issued	134672		600.00
HAUSER, ERI	с				
	07/01/16	JUN16 REIMB CELL PHONE	1507271453	45.00	45.00
	09/14/16	Check * Issued	134663		45.00
	07/25/16	JUL16 REIMB CELL PHONE	1516648056	45.00	45.00
	09/14/16	Check * Issued	134664		45.00
	08/25/16	AUG16 REIMB CELL PHONE	1523995957	45.00	45.00
	09/14/16	Check * Issued	134665		45.00
HERITAGE PF	ROVIDER NETWO	RK			
	09/07/16	PARAMEDIC SVC REFUND RE:	090716	304.36	304.36
	09/28/16	Check * Issued	134955		304.36
	10.455				
HERNANDEZ,	09/08/16		001117 4	1 050 00	1.050.00
	09/08/16	TASTE OF JALISCO ENTERTAINMENT 35TH ANNIV ENTERTAINMENT	021117-A 111916-A	1,950.00 800.00	1,950.00
	09/28/16	Check * Issued	134965	800.00	800.00 2,750.00
	03/20/10	Check issued	134905		2,750.00
HIGH RESOLI	UTION GRAPHIC				
	08/30/16	BUSINESS CARDS	5751	92.65	92.65
	08/30/16	CODE-DOOR HANGARS	5752	245.25	245.25
	08/30/16	CODE-PRIDE POSTCARD	5753	250.70	250.70
	08/31/16	ROTARY LITERACY EFFORT BKPACKS	5754	959.96	959.96

	Inv./Chq. Date		Inv./Chq. Fnc./	/Inv. Inv. Pa	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	09/14/16	Check * Issued	134753		1,548.56
	09/21/16	KEEP IT CLIPS	5755	431.93	431.93
	09/21/16	GRAPHICS FLYER	5756	40.00	40.00
	09/21/16	FLYER	5757		406.35
	09/13/16	TOTE BAGS (BROWN)	5758	1,056.49	1,056.49
	09/28/16	Check * Issued	134956		1,934.77
HIGH TECH	MAILING SERVICE	S			
manifican	08/24/16	8/22 JUDY LANE CMMTY MAILER	32892	142.98	142.98
	09/14/16	Check * Issued	134754	112.00	142.98
					112.000
	09/14/16	PUBLIC WORKSHOP AT PANORAMA	3300	7 1,966.43	1,966.43
	09/28/16	Check * Issued	134957		1,966.43
HOLZER-TE	NNITY, ELAINE				
	09/13/16	WATERSMART LANDSCAPES PROGRAM		1 500.0	500.00
	09/28/16	Check * Issued	134934		500.00
	OT CREDIT SERVIO	CES			
HOME DEI V	08/30/16	SUPPLIES-FACILITIES	6144228	16.18	16.18
	09/08/16	SUPPLIES-STA 411	7011181	21.77	21.77
	09/08/16	SUPPLIES-CIV CTR	7011182	66.88	66.88
	09/14/16	Check * Issued	134755		104.83
	07/25/16	SUPPLIES-ENG	2020160	14.14	14.14
	09/21/16	SUPPLIES-CIV CTR	4140228	5.78-	5.78-
	09/21/16	SUPPLIES-STA 413	4140229	6.34	6.34
	07/13/16	SUPPLIES-PARKING STRUCTURE	4572963	6.47	6.47
	09/20/16	SUPPLIES-FACILITIES	5021492	180.92	180.92
	09/20/16	SUPPLIES-STA 413	5021493	5.78	5.78
	09/20/16	SUPPLIES-CIV CTR	5021494	8.64	8.64
	09/28/16	Check * Issued	134958		216.51
HOME VIDE	08/01/16	PROF SVCS-VIDEO/AUDITING SVCS	11047	00.00	00.00
	08/29/16	PROF SVCS-VIDEO/AUDITING SVCS	11947 11956	82.00	82.00
	09/04/16	PROF SVCS-VIDEO/AUDITING SVCS	11958	86.95 86.95	86.95 86.95
	09/14/16	Check * Issued	134756	00.95	255.90
	30.1.1.10		.51700		200.00

Inv./Chq. Date Supplier MM/DD/Y)		Inv./Chq. Fn Number	c./Inv. Inv. F Amount	Paid Check * Amount Amount
HSIN, YUN LIANG & HSIN, Y 08/26/16 09/14/16	UN WATERSMART LANDSCAPES PROGRAM Check * Issued	134829	1 319	.54 319.54 319.54
HUMAN, LINDA				
09/21/16 09/28/16	FY1617 WELLNESS REIMBURSEMENT Check * Issued	092 134856	116 145.7	9 145.79 145.79
IACA				
09/06/16 09/14/16	9/19-23 NONPOSTUIT IACA CONFR Check * Issued	091916 134669	625.00	625.00 625.00
ICMA RETIREMENT TRUST	- 457			
09/06/16	HR-PP18 09/06/16 ICMA	9002472	34,490.87	34,490.87
09/30/16	Check * Issued	9002477		34,490.87
09/06/16 09/30/16	HR-PP18 09/06/16 ICMA 401(A) Check * Issued	9002474 9002478	2,350.00	2,350.00 2,350.00
09/20/16	HR-PP19 09/20/16 ICMA	9002482	24,898.57	24,898.57
09/30/16	Check * Issued	9002479	,	24,898.57
09/20/16 09/30/16	HR-PP19 09/20/16 ICMA 401(A) Check * Issued	9002484 9002487	3,300.00	3,300.00 3,300.00
ICOR TECHNOLOGY INC				
09/14/16	SWAT ROBOT	2017039	55,709.25	55,709.25
09/28/16	Check * Issued	134959		55,709.25
IGNACIO GOMEZ STUDIO 09/18/16	LALO GUERRERO SCULTURE PROJECT	17,1	01602 17,178 178.33- 178.33	3.33
	Total	07201602 17	7,178.33 17	,178.33
09/28/16	Check * Issued	134960		17,178.33

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./I Number	Inv. Inv. P Amount	aid Check * Amount Amount
Cappion			ranbor	, and and	, and an a standard
IMAGE SOUF	RCE				
	08/23/16	05/18-08/17 MX4735580 COLOR&BW	500046	544.69	544.69
	09/14/16	Check * Issued	134757		544.69
INLAND FAIR	HOUSING AND				
	08/31/16	8/1-31 CDBG:FAIRHOUSINGSVCS	12655	1,053.41	1,053.41
	09/14/16	Check * Issued	134758		1,053.41
INTERACT PI	UBLIC SAFETY SY	YSTEMS			
	07/01/16	8/1/16-7/31/17 MDC SUPPORT	MN0000005948	13,760.42	13,760.42
	09/28/16	Check * Issued	134961		13,760.42
INTERSTATE	BATTERY OF SC			100.00	
	09/01/16	BATTERY-CRAFCO	70014779	108.39	108.39
	07/01/16	SUPPLIES-ULTRAMAX	9908882	166.63	166.63
	08/24/16	BATTERY-M6 FORD PICKUP	9909240	114.36	114.36
	08/30/16	BATTERY-M30 ISUZU TYMCO B210	9909289	93.13	93.13
	09/14/16	Check * Issued	134759		482.51
JAIMES, JAIM	1E				
	09/19/16	238319 DEPOSIT REFUND	238319	100.00	100.00
	09/28/16	Check * Issued	134962		100.00
JAS PACIFIC	09/05/16	8/1-8/15 CONTRACT SVCS	BI 10000	5 580 00	5 590 00
			BI 12269	5,580.00	5,580.00
	09/05/16 09/28/16	8/16-8/31 CONTRACT SVCS	BI 12270	6,200.00	6,200.00
	09/20/16	Check * Issued	134964		11,780.00
JERNIGANS	SPORTING GOOD	DS, INC.			
	08/23/16	SAFETY BOOTS	12650	2.50-	
			272	2.49	
		Total	12650 26	9.99 2	69.99
	09/14/16	Check * Issued	134760		269.99
	09/09/16	SAFETY BOOTS	12700	1.70-	

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I Supplier	nv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Ir Amount	ov. Paid Check Amount	* Amount
				185.29		
	09/28/16	Total Check * Issued	12700 134966	183.59	183.59	183.59
JIMENEZ, AL						
	08/19/16	07/20-08/19 REIMB CELL PHONE	08191	6 45.00	45.00	
	09/14/16	Check * Issued	134692			45.00
JIMMY'S EQUIP	MENT					
	08/31/16	SUPPLIES-PW	21987	23.98	23.98	
	09/01/16	SUPPLIES-PW	21992	67.57	67.57	
	08/30/16	VEHICLE MAINT-CRAFCO	516	13 489.69	489.69	
	08/24/16	VEHICLE MAINT-CRAFCO	5167	77 300.00	300.00	
	09/14/16	Check * Issued	134761			881.24
JJJ ENTERPRIS	SES					
	09/09/16	10/1/16 ALARM-PRKG GARAGE	707	786 120.0	0 120.00	
	09/28/16	Check * Issued	134967			120.00
JP TREE CARE						
	09/03/16	SEP16 LIBRARY MAINT	12256	6 450.00	450.00	
	09/14/16	Check * Issued	134763			450.00
KEYSTONE UN	IFORMS					
	09/06/16	UNIFORM&ACCESSORIES FORACADEMY		26239 58.84	.54-	
		Total	26239	58.30	58.30	
	09/12/16	INITIAL UNIFORM (BALANCE)	2655	5 4.46- 506.05		
		Total	26555	501.59	501.59	
	09/12/16	INITIAL UNIFORM (IN PART)	26637	1.50- 163.48		
		Total	26637	161.98	161.98	
	09/28/16	Check * Issued	134970			721.87

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Inv./Chq. Date Supplier MM/DD/YY F	nc. Description	Inv./Chq. Fnc./I Number	Inv. Inv. Paic Amount	d Check * Amount Amount
KIDD, NATHAN 09/21/16 09/28/16	FY1617 TUITION REIMBURSEMENT Check * Issued	092116 134859	110.00	110.00 110.00
KONE INC. 09/01/16 09/28/16	SEP16 ELEVATOR Check * Issued	949410253 134971	1,160.76	1,160.76 1,160.76
KONICA MINOLTA - LEASE 09/04/16 09/14/16	9/29 C554E LSE - DET Check * Issued	29092295 134764	235.44	235.44 235.44
09/11/16 09/28/16	10/1 C224E LSE EAST PACT Check * Issued	29131995 134972	152.60	152.60 152.60
KONICA MINOLTA BUS.SOLUTI 08/15/16 08/31/16	ONS 7/11-8/10 CPC MRU 454E 8/1-8/31 C224E & C552 SUPPLY	9002664227 9002710391 190	.66 164.47 .06	.66
09/03/16 09/10/16 09/28/16	Total 8/4-9/3 C554E SUPPLY SVC-DET 8/11-9/10 CPC MRU 454E Check * Issued	9002710391 3 90027237551 9002735952 134973	54.53 35 210.71 4.20	4.53 210.71 4.20 570.10
KONICA MINOLTA PREMIER 08/13/16 09/14/16	9/1-9/30/2016 MRU 100-10071059 Check * Issued	51226822 134765	180.94	180.94 180.94
L.E.A.P.S. PX 09/01/16 09/01/16 09/14/16	UNIFORM&EQUIPMENT FOR ACADEMY UNIFORM&EQUIPMENT FOR ACADEMY Check * Issued	27 27 134766		398.52 398.52 797.04
LABOR LAW CENTER, INC. 09/21/16	LABOR LAW POSTERS	808670	262.11	262.11

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Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fr Number	nc./Inv. In Amount	v. Paid Check Amount	* Amount
	09/28/16	Check * Issued	134974			262.11
LANDMARK CO	ONSULTANTS, INC	0				
	08/26/16	LPLV 7/28-8/10 TESTING SVC	LP0916-10 1,:	1,300.00 300.00		
		Total	LP0916-10	2,600.00	2,600.00	
	08/26/16	SJSW 7/28-8/11 TESTING SVC	LP0916-12	1,400.00	1,400.00	
	09/14/16	Check * Issued	134767		2	4,000.00
LASR-INK COF	۱P					
	09/06/16	INK CARTRIDGES	13077	31.61	31.61	
	09/17/16	INK CARRIDGES - DISPATCH	13098	29.00	29.00	
	09/19/16	INK CARTRIDGES	13102	31.61	31.61	
	09/28/16	Check * Issued	134975			92.22
LC ACTION PO	LICE SUPPLY					
	08/30/16	LESS LETAHL BEAN BAGS FOR TRNG	3546	696 250	.21 250	.21
	09/14/16	Check * Issued	134768			250.21
LEAGUE OF C	ALIFORNIA CITIES	5				
	09/26/16	10/7 RIV CO DIV LOCC MTG	100716	50.00 25.00		
		Total	100716	75.00	75.00	
	09/28/16	Check * Issued	134976			75.00
LEGAL DOCUM	IENT SPECIALIST	r				
	08/11/16	PROCESS SERVICE	67793	32.00	32.00	
	08/22/16	PROCESS SERVICE	67819	32.00	32.00	
	08/11/16	PROCESS SERVICE	68030	32.00	32.00	
	08/17/16	PROCESS SERVICE	68036	32.00	32.00	
	08/11/16	PROCESS SERVICE	68147	32.00	32.00	
	08/11/16	PROCESS SERVICE	68148	32.00	32.00	
	08/23/16	PROCESS SERVICE	68149	32.00	32.00	
	08/25/16	PROCESS SERVICE	68151	65.00	65.00	
	09/14/16	Check * Issued	134769			289.00

October 3, 2016

	Inv./Chq. Date		Inv./Chq. Fnc./I	nv. Inv. Pa	id Check *
Supplier	MM/DD/YY F	Fnc. Description	Number	Amount	Amount Amou
	08/08/16	PROCESS SERVICE	67814	32.00	32.00
	08/09/16	PROCESS SERVICE	67816	32.00	32.00
	08/05/16	PROCESS SERVICE	67820	32.00	32.00
	08/08/16	PROCESS SERVICE	67821	32.00	32.00
	08/08/16	PROCESS SERVICE	67822	32.00	32.00
	08/09/16	PROCESS SERVICE	68025	32.00	32.00
	08/05/16	PROCESS SERVICE	68029	32.00	32.00
	08/09/16	PROCESS SERVICE	68035	32.00	32.00
	08/09/16	PROCESS SERVICE	68061	32.00	32.00
	09/13/16	PROCESS SERVICE	68781	32.00	32.00
	09/13/16	PROCESS SERVICE	68782	32.00	32.00
	09/09/16	PROCESS SERVICE	68783	32.00	32.00
	09/13/16	PROCESS SERVICE	68784	32.00	32.00
	09/13/16	PROCESS SERVICE	68785	32.00	32.00
	09/09/16	PROCESS SERVICE	68786	32.00	32.00
	09/13/16	PROCESS SERVICE	68787	32.00	32.00
	09/09/16	PROCESS SERVICE	68789	32.00	32.00
	09/09/16	PROCESS SERVICE	68790	32.00	32.00
	09/09/16	PROCESS SERVICE	68791	32.00	32.00
	09/28/16	Check * Issued	134977		608.00
LEW EDWAF	RDS GROUP, THE 08/25/16	PROF. CONSULTING SERVICES	000816	2 500 00	0 500 00
	09/08/16	Check * Issued	090816 134650	2,500.00	2,500.00 2,500.00
	09/08/10	Check issued	134030		2,500.00
	08/25/16	PROF CONSULTING SVCS	093016	10,000.00	10,000.00
	09/22/16	INFORMATIONAL MAILER #1	5051-B	13,162.77	13,162.77
	09/28/16	Check * Issued	135026		23,162.77
	RISK SOLUTIONS				
	08/31/16	AUG16 ACCURINT SUBSCRIPTION	1492694-2016083	1 127.50	127.50
	09/14/16	Check * Issued	134771	1 127.50	127.50
	00/14/10	Oneok Issueu	134771		127.50
LIEBERT CA	SSIDY WHITMORE				
	08/31/16	CA180-00900	1427353	900.00	900.00
	09/14/16	Check * Issued	134772		900.00
LIFE ASSIST	. INC				
	07/01/16	MEDICAL EQUIPMENT (PARAMEDIC)	757188	.16-	
		· · · · · · · · · · · · · · · · · · ·			

Oc	to	ber	З,	20	16
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Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Numb	Fnc./Inv	v. Inv. Pa Amount	aid Che Amou	eck * nt Amount
				47.21 .34			
	07/08/16	Total MEDICAL SUPPLIES (PARAMEDIC)	757188	46. 758447 1,536.8 9.26	4.64- 1	6.71	
	09/06/16	Total MEDICAL SUPPLIES (PARAMEDIC)	758447	1,522. 765204 2,679.17 16.03	8.01-	2.91	
	09/14/16	Total Check * Issued	765204 134773	2,655.	13 2,65	5.13	4,224.75
	09/16/16	MEDICAL EQUIPMENT (PARAMEDIC)		766664 2,097.12 19.24			
	09/16/16	Total MEDICAL SUPPLIES (PARAMEDIC)	766664	2,068. 766665 2,730.08 7.64	3.81- 3	8.26	
	09/16/16	Total MEDICAL SUPPLIES (PARAMEDIC)	766665	2,718. 766678 2,117.99 19.43	9.72- 7.95		
	09/28/16	Total Check * Issued	766678 134978	2,088.	80 2,08	8.80	6,875.69
LOWE'S HOM	E IMPROVEMENT						
	07/12/16	SUPPLIES FOR STREET SIGNS	93	24091-B	19.71	1	9.71
	07/27/16	SUPPLIES-PW	924		62.68	62.68	
	08/05/16	SUPPLIES-PW	92450		2.91	2.91	
	07/25/16	SUPPLIES-PW	92451		8.33	8.33	
	07/18/16	SUPPLIES FOR STREET SIGNS		924681	6.22		6.22
	07/14/16	SUPPLIES-PW	943		22.68	22.68	
	08/02/16	SUPPLIES-PW		420	78.55	78.55	
	09/14/16	Check * Issued	134774		10.00	10.00	201.08
			10177-	5 2			201.00

October 3, 2016

	Inv./Chq. Date		Inv./Chq. Fnc./Ir	v. Inv. Pai	d Check	×
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount	Amount
	09/14/16	SUPPLIES-STA 413	916063	54.83	54.83	
	08/28/16	SUPPLIES-STA 412	924092	41.10	41.10	
	09/16/16	SUPPLIES-SOCCER PARK	924096	55.57	55.57	
	09/06/16	SUPPLIES-411&413	924450	62.63	62.63	
	09/11/16	SUPPLIES-STA 413	924645	36.21	36.21	
	09/12/16	SUPPLIES-PRKG GARAGE	924769	29.81	29.81	
	09/14/16	SUPPLIES-OCOTILLO PARK	943649	31.15	31.15	
	09/28/16	Check * Issued	134979			311.30
LUKES, LEIS	A					
	08/30/16	8/30-31 ICSC SAN DIEGO MEALS	083016	41.00	41.00	
	09/14/16	Check * Issued	134671			41.00
	08/01/16	07/22-08/21 REIMB CELL PHONE	2016-08	45.00	45.00	
	09/28/16	Check * Issued	134855			45.00
LVC MASTER	ASSOCIATION					
	09/13/16	OCT15 LLD9-LA PASADA LANDSCAPE	FY17-04001	770.00	770	0.00
	09/14/16	Check * Issued	134775	110.00	110	770.00
			101110			110.00
M.D. MONTE	z					
	07/19/16	7/6 ABATEMENT SVCS	171-2016	2,480.00	2,480.00	
	07/19/16	7/6 ABATEMENT SVCS	172-2016	290.00	290.00	
	07/16/16	7/16 ABATEMENT SVCS	173-2016	240.00	240.00	
	08/04/16	7/28 ABATEMENT SVCS	174-2016	350.00	350.00	
	08/04/16	8/3 ABATEMENT SVCS	175-2016	780.00	780.00	
	08/31/16	8/25 ABATEMENT SVCS	180-2016	310.00	310.00	
	09/14/16	9/9 ABATEMENT SVCS	2016-0985	1,180.00	1,180.00	
	09/28/16	Check * Issued	134980		5	5,630.00
MAGHINAY,	ESTRELAN					
	09/08/16	238216 DEPOSIT REFUND	238216	100.00	100.00	
	09/28/16	Check * Issued	134935			100.00
MARIPOSA	ANDSCAPES, INC	2.				
	08/31/16	AUGL16 LANDSCAPE MAINTENANCE	74017 5,306.7	278.46		

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0	Inv./Chq. Date		Inv./Chq. Fnc./I		
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
		Total	74017 5,58	5.16 5,58	5.16
	08/31/16	AUG16 MEDIAN LANDSCAPE MAINT	74145	3,840.00	3,840.00
	08/31/16	AUG16 MEDIAN LANDSCAPE MAINT	74146	4,382.00	4,382.00
	08/31/16	AUG16 MEDIAN LANDSCAPE MAINT	74147	3,040.00	3,040.00
	08/31/16	MAINT - LLD 5 TAPESTRY	74148	133.56	133.56
	08/31/16	MAINT - LLD 19 ALICANTE	74149	229.93	229.93
	09/14/16	Check * Issued	134777		17,210.65
MENCERO,	JOEBY				
	09/07/16	PARAMEDIC REFUND	090716	100.00	100.00
	09/28/16	Check * Issued	134968	100.00	100.00
METLIFE					
	09/13/16	OCT16 DENTAL/VISION	25116317	22,649.17	22,649.17
	09/28/16	Check * Issued	134982	22,043.17	22,649.17
	00/20/10	Chock loaded	104302		22,043.17
MILOS, PAT	RICK				
	07/27/16	REIMB 300FT RADIUS BOUNDARYMAP	072716	233.45	233.45
	07/29/16	REIMB 300 FT RADIUS SEARCH	072916	390.00	390.00
	09/28/16	Check * Issued	134991		623.45
MISSION LI	NEN SUPPLY				
	08/30/16	LINEN SUPPLIES FOR JAIL	503203483	45.50	45.50
	09/06/16	LINEN SUPPLIES FOR JAIL	503260431	45.50	45.50
	09/14/16	Check * Issued	134782	10.00	91.00
	09/13/16	LINEN SUPPLIES FOR JAIL	503311814	45.50	45.50
	09/20/16	LINEN SUPPLIES FOR JAIL	503350496	45.50	45.50
	09/28/16	Check * Issued	134984		91.00
MOLINA, ME	ELISSA				
15	09/20/16	9/26-10/14POSTSUB&PRKGDISPATCH	092616	1,950.00	1,950.00
	09/28/16	Check * Issued	134857		1,950.00
MOTOROLA	SOLUTIONS CRE	EDIT CORP			
	08/07/16	PRIN&INT ERICA PROJECT	25328	247,790.58	247,790.58
	09/28/16	Check * Issued	134985		247,790.58

Supplier	Inv./Chq. Date MM/DD/YY I	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paid Amount	d Check * Amount Amount
MVR CONSU	LTING				
	08/30/16	PROFESSIONAL SERVICES	83020161	980.00	980.00
	09/14/16	Check * Issued	134783		980.00
NAI CONSUL	TING, INC.				
	09/01/16	AUG16 PROF ENG SVCS	14-38	420.00	
			5,090.0	0	
		Total	14-38 5,510.0	5,510.0	00
	09/14/16	Check * Issued	134784		5,510.00
ΝΑΡΑ Αυτο Ι	PARTS				
	08/16/16	FLEET SUPPLIES-STA 411	354064	11.38	11.38
	08/27/16	FLEET SUPPLIES	355778	54.05	54.05
	09/09/16	FLEET SUPPLIES-STA 412	357433	220.82	220.82
	09/09/16	FLEET SUPPLIES-STA 412	357434	9.80	9.80
	09/28/16	Check * Issued	134986		296.05
	DETIDENENT OF				
NATIONWIDE	E RETIREMENT SC 09/06/16	HR-PP18 09/06/16 NATIONWIDE RE	0000470	10,000,40	10 000 40
	09/00/16	Check * Issued	9002473 9002480	19,206.48	19,206.48 19,206.48
	03/30/10	Check Issued	9002400		19,200.46
	09/19/16	HR-PP19 09/20/16 NATIONWIDE RE	9002483	19,710.61	19,710.61
	09/30/16	Check * Issued	9002481		19,710.61
NITAO, SHAW					
	09/07/16	FY16/17 WELLNESS REIMBURSEMENT	090716	74.33	74.33
	09/14/16	Check * Issued	134678		74.33
OUTDOOR LI	VING CONCEPTS				
	07/01/16	SERVICE REPAIR & PARTS-CCPD BBQ	05-7621	.38-	
			116.4	2	
		Total	05 7601		04
	09/28/16	Total Check * Issued	05-7621 116. 134987	.04 116	.04 116.04
	00/20/10	OTECK ISSUED	10-1007		110.04

08/08/16

08/09/16

VEHICLE MAINT-TIRES C13-14

VEHICLE MAINT - TIRES D43

Demand Register - September 2016

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Sumplier	Inv./Chq. Date	Description	Inv./Chq.	Fnc./Inv			*
Supplier	MM/DD/YY Fr	c. Description	Number		Amount	Amount	Amount
PACIFIC TELE	MANAGEMENT SE	RVICE					
	09/22/16	OCT16 PUBLIC PAY PHONE	8708	89	35.00	35.00	
	09/28/16	Check * Issued	134988				35.00
PALM SPRING	AS MOTORS, INC.						
	08/15/16	VEHICLE MAINT&REPAIRS #D40	416		1,885.53	1,885.53	
	08/24/16	VEHICLE MAINT&REPAIRS #D36	4179		228.50	228.50	
	08/24/16	VEHICLE MAINT&REPAIRS #D39	418		69.00	69.00	
	08/25/16	VEHICLE MAINT&REPAIRS #C74-08		092	481.83	481.83	
	08/24/16	VEHICLE MAINT&REPAIRS #D40	418		257.85	257.85	
	08/25/16	VEHICLE MAINT&REPAIRS #C22-16	418	250	64.38	64.38	
	09/01/16	VEHICLE MAINT&REPAIRS #D1	4188	800	156.15	156.15	
	09/14/16	Check * Issued	134786			3,143.24	
	09/19/16 OWNER PARTICIPATION		FY2016 77,206.		77,206.00	.00 77,206.00	
	09/28/16	Check * Issued	134860			77,206.00	
	09/19/16	TAX SHARING AGREEMENT	FY2016-	CITY	66,263.00	66,263.0	0
	09/28/16	Check * Issued	134861			66,263.00	
	08/30/16	VEHICLE MAINT&REPAIRS #D11	418	136	259.11	259.11	
	08/30/16	VEHICLE MAINT&REPAIRS #C19-14	418	633	69.00	69.00	
	09/07/16	VEHICLE MAINT&REPAIRS #C20-14	419	227	34.50	34.50	
	09/09/16	VEHICLE MAINT-ENGINEERING	419	228	46.92	46.92	
	09/08/16	VEHICLE MAINT&REPAIRS #D49	4193	328	127.32	127.32	
	09/08/16	VEHICLE MAINT&REPAIRS #C37-05	419	422	119.49	119.49	
	09/15/16	VEHICLE MAINT-M15	419616	; ;	1,052.50	1,052.50	
	09/14/16	VEHICLE MAINT&REPAIRS #C41-05	419	650	1,154.02	1,154.02	
	09/13/16	VEHICLE MAINT&REPAIRS #C15-14	419	728	191.18	191.18	
	09/15/16	VEHICLE MAINT&REPAIRS #C42-05	419	729	1,752.60	1,752.60	
	09/13/16	VEHICLE MAINT&REPAIRS #C37-05	419	730	375.04	375.04	
	09/13/16	VEHICLE MAINT&REPAIRS #D3	4197	748	32.42	32.42	
	09/20/16	VEHICLE MAINT&REPAIRS #C57-06	42	034	156.15	156.15	
	09/14/16	VEHICLE MAINT-KEY COPIES	7997	'02	52.32	52.32	
	09/28/16	Check * Issued	134989			5,	422.57
PARKHOUSE	TIRE INC.						
	08/01/16	VEHICLE MAINT - TIRES D1	203014720)5	416.84	416.84	
				NUMBER OF STREET	10100400 81070A		

2030147464

2030147485

473.99

286.39

473.99

286.39

October 3, 2016

Supplier	Inv./Chq. Date	Enc. Description	1.		Paid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	09/14/16	Check * Issued	134787		1,177.22
	08/29/16	VEHICLE MAINT -TIRES C17,20,21	2030147850	509.99	509.99
	08/24/16	TIRES-09-01 E413	2030147984	4,876.20	4,876.20
	08/29/16	VEHICLE MAINT - TIRES D11	2030148014	557.45	557.45
	08/24/16	VEHICLE MAINT - TIRES D39	2030148036	87.21	87.21
	08/29/16	TIRES-413 (13-03)	2030148142	311.59	311.59
	08/29/16	VEHICLE MAINT - TIRES C22	2030148174	308.36	308.36
	09/28/16	Check * Issued	134990		6,650.80
PAYCHEX N	AJOR MARKET SE	ERVICES			
	09/01/16	PAYROLL FEES 479-M252	287473	870.38	870.38
	09/14/16	Check * Issued	134788		870.38
PAYCHEX-T	AXES				
	09/06/16	HR-PP18 09/06/16 TAXES	9002471	104,389.62	
			23,30	07.87	
			1,37	79.64	
				83.23	
		Total	9002471 167	,660.36 167	7,660.36
	09/30/16	Check * Issued	9002482		167,660.36
	09/20/16	HR-PP19 09/20/16 TAXES	9002481	92,765.82	
			21,0	14.49	
			1,24	46.87	
			34,2	76.64	
		Total	9002481 149	,303.82 149	9,303.82
	09/30/16	Check * Issued	9002483		149,303.82
PENNON CO	ONSTRUCTION CO)., INC.			
	09/08/16	REFUND PM-10 PERMIT G15-006	228709	2,000.00	2,000.00
	09/14/16	Check * Issued	134789		2,000.00
PETERSON	, MICHAEL JOHN				
	09/01/16	8/19-9/1 GRANTDVLPMTACTIVITIES	090116	750.00	750.00
	09/14/16	Check * Issued	134781		750.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. F Number	Fnc./Inv. Am	Inv. Paid nount	Check Amount	* Amount
	09/22/16 09/28/16	9/1-9/22 GRANTDVLPMTACTIVITIES Check * Issued	09221 134983	6	740.00	740.00	740.00
PETTY CASH	- GALINA HARVE	ΞΥ					
	09/15/16	PETTY CASH REIMBURSEMENT	091	516	69.05		
				27.76			
				28.26			
				128.03			
				40.47			
				25.00 15.70			
				2.14			
		Total	091516	336.41	- 336.	41	
	09/28/16	Check * Issued	134863				336.41
PITNEY BOW			4004070070		70.00	70.00	
	08/24/16 08/24/16		1001670672		76.89	76.89	10
	09/14/16	NONDEPT MAINT KIT AND LABELS Check * Issued	1001670 134790	673	50.13	50.	127.02
	03/14/10	Check issued	134790				127.02
	09/10/16	7/1/16-9/30/16 MAILMETER RENT	1001790364		209.28	209.28	
	09/28/16	Check * Issued	134992				209.28
PLANII REPP	OGRAPHICS SY 07/27/16		7	4803	.10-		
	01121110			293.10			
		Total	74803	293.00	- 293.	00	
	09/28/16	Check * Issued	134993				293.00
POWERS AW	ARDS 09/12/16	MAILBOX STRIPS	100/7/		12		
	03/12/10	WALDON STRIFS	133474	19.08	.12-		
		Total	133474	18.96	- 18.	96	
	09/15/16	MAILBOX STRIPS	133526		.54-		
				58.86			

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. Pa Amount	id Check * Amount Amount
		Total	133526	58.32 58	3.32
	09/22/16	NAME PLATE & SHIPPING	133585	21.84	21.84
	09/28/16	Check * Issued	134994		99.12
PRAXAIR DIST	RIBUTIONS				
	08/16/16	OXYGEN SUPPLIES, PARAMEDIC	55516749	209.55	209.55
	08/20/16	CYLINDER RENTAL	55540751	204.10	204.10
	09/14/16	Check * Issued	134791		413.65
	09/14/16	OXYGEN SUPPLIES, PARAMEDIC	55596126	167.03	167.03
	09/28/16	Check * Issued	134995		167.03
PPEGGODOUS					
PRESSGROVE	07/01/16	05/03-06/02 BLACKBERRY	060616-B	4.99-	4.99-
	07/06/16	6/3-7/2 BLACKBERRY	070616	4.99-	45.00
	08/06/16	7/3-8/2 BLACKBERRY	080616		
	08/26/16	POSTAGE	080616	45.00 18.75	45.00 18.75
	09/02/16	POSTAGE	090216	21.23	21.23
	09/07/16	REIMB OFFICE SUPPLIES	090216	8.72	8.72
	09/14/16	Check * Issued	134732	0.72	133.71
	00/14/10	Check Issued	104702		100.71
	08/31/16	10/17 REUSE CONEX CONFR REG	083116	452.00	452.00
	09/28/16	Check * Issued	134847		452.00
PRI MANAGEN	MENT GROUP				
	09/20/16	12/1 NONPOSTTUIT MANAGING	120116	390.00	390.00
	09/28/16	Check * Issued	134864		390.00
PRIEST, MELA					
	08/29/16	WATERSMART LANDSCAPES PROGRAM		1 500.0	
	09/14/16	Check * Issued	134780		500.00
PRO FORCE					
	09/15/16	TASER GUNS	286261	2,048.49	2,048.49
	09/28/16	Check * Issued	134996		2,048.49

PRUDENTIAL OVERALL SUPPLY

	Inv./Chq. Date		Inv./Chg.	Fnc./Inv. Inv. F	Paid Check *
Supplier		Fnc. Description	Number	Amount	Amount Amo
F F M			Number	Amount	Anodin And
	08/30/16	JANITORIAL SUPPLIES	22298063	52.82	52.82
	08/30/16	GROUNDS UNIFORM RENTALS	22298	3067 56.89	56.89
	08/30/16	STREETS UNIFORM RENTALS	22298	069 119.38	119.38
	09/14/16	Check * Issued	134792		229.09
	09/06/16	JANITORIAL SUPPLIES	22301494	39.33	39.33
	09/06/16	GROUNDS UNIFORM RENTALS	2230	56.89	56.89
	09/06/16	STREETS UNIFORM RENTALS	223014	107.93	107.93
	09/13/16	JANITORIAL SUPPLIES	22305159	105.62	105.62
	09/13/16	GROUNDS UNIFORM RENTALS	22305	5162 56.89	56.89
	09/13/16	STREETS UNIFORM RENTALS	22305	173 102.21	102.21
	09/20/16	JANITORIAL SUPPLIES	22308406	80.90	80.90
	09/20/16	GROUNDS UNIFORM RENTALS	22308		
	09/20/16	STREETS UNIFORM RENTALS	223084		105.08
	09/28/16	Check * Issued	134997		711.74
PS TREE SE	RVICE & MAINTEN	ANCE			
	08/24/16	GEN CLEANUP/VISTA CHINO	141:	2 550.00	550.00
	08/24/16	GEN CLEANUP/AVE QUINTANA	14		550.00
	08/24/16	GEN CLEANUP/CARMELA&VISTACHINO		1414 550.0	
	08/25/16	GEN CLEANUP/VERONA/QUIJOISLAND		1415 475.00	475.00
	08/25/16	TREE REMOVAL/LLD15 LANDAU	14	16 675.00	675.00
	08/25/16	GEN CLEANUP/RETENTION@PEGGYWAY	1	1417 475	5.00 475.00
	08/26/16	GENCLEANUP/RETENTIONSANVICENTE		1420 475.	475.00
	08/26/16	GEN CLEANUP/RETENTION SAN ARDO		1421 475.0	0 475.00
	08/26/16	GEN CLEANUP/VAQUERO	142	950.00	950.00
	08/26/16	GEN CLEANUP/AVE DEL PADRE	14	23 550.00	550.00
	08/27/16	GENCLEANUP/RET@TERRACE/LAVISTA		1424 775.	00 775.00
	08/29/16	TREE TRIM/AVE DEL PADRE/DPALM	14	460.00	460.00
	08/30/16	DEMO&INSTALL CONCRETE 30188SAN		1429 1,875.00	0 1,875.00
	08/31/16	SAND REMOVAL @ VERONA	14	30 975.00	975.00
	08/31/16	GEN CLEANUP/TREETRIM@DINAHSHOR		1431 2,260.	.00 2,260.00
	08/31/16	GEN CLEANUP@DINAH SHORE BRIDGE		1432 550.0	00 550.00
	09/01/16	GEN CLEANUP@PALM DR ISLAND	1	434 450.00	
	09/01/16	GEN CLEANUP@RETENTION-TORTUGA		1435 750	.00 750.00
	09/06/16	TRIM OLEANDERS @ DAVID VASQUEZ		1436 1,975.00	
	09/06/16	REPLACEBROKENSPRINKLER@SCCRPR	к	1437 22	25.00 225.00
	09/08/16	MAINT-BELL TOWER	1440	475.00	475.00
	09/08/16	MAINT-CIV CTR	1441	450.00	450.00
	09/14/16	Check * Issued	134793		16,945.00
	09/08/16	TREE TRIM@B ST CHURCH PRKG LOT		1430 2 185 00	2 185 00

09/08/16

TREE TRIM@B ST CHURCH PRKG LOT

1439 2,185.00 2,185.00

09/14/16 TREETRIM LLD16B CENTURY/DAVALL 1444 1,140.00 1,1 09/14/16 TREE TRIM @ LLD 16A CENTURY PK 1445 5,225.00 5,22 09/14/16 GEN CLEANUP @ PALM DR ISLAND 1446 450.00 4 09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544.00 09/14/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 750.00 09/28/16 Check * Issued 134998 134998 134998	1,275.00 25.00 40.00
09/12/16 RETENTION BASIN-LLD16A CENTURY 1443 1,025.00 1,0 09/14/16 TREETRIM LLD16B CENTURY/DAVALL 1444 1,140.00 1,1 09/14/16 TREE TRIM @ LLD 16A CENTURY PK 1445 5,225.00 5,22 09/14/16 GEN CLEANUP@PALM DR ISLAND 1446 450.00 4 09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544. 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 544. 09/28/16 Check * Issued 134998 134998 134998	25.00 40.00 5.00
09/14/16 TREETRIM LLD16B CENTURY/DAVALL 1444 1,140.00 1,1 09/14/16 TREE TRIM @ LLD 16A CENTURY PK 1445 5,225.00 5,22 09/14/16 GEN CLEANUP@PALM DR ISLAND 1446 450.00 4 09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544. 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 09/28/16 Check * Issued 134998 134998	40.00 5.00
09/14/16 TREE TRIM @ LLD 16A CENTURY PK 1445 5,225.00 5,22 09/14/16 GEN CLEANUP @ PALM DR ISLAND 1446 450.00 4 09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544.00 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 544.00 09/28/16 Check * Issued 134998 134998 134998	5.00
09/14/16 GEN CLEANUP@PALM DR ISLAND 1446 450.00 4 09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544.00 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 544.00 09/28/16 Check * Issued 134998 134998 134998	
09/14/16 INSTALLBOULDERS-PALM DR ISLAND 1447 475.00 4 09/14/16 PLANT TREES-TWN SQR 1448 544.00 544.00 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 09/28/16 Check * Issued 134998	50.00
09/14/16 PLANT TREES-TWN SQR 1448 544.00 544. 09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 09/28/16 Check * Issued 134998	
09/19/16 GEN CLEANUP-RETENTION@CYRPESS 1450 750.00 09/28/16 Check * Issued 134998	75.00
09/28/16 Check * Issued 134998 PUBLIC ENTITY RISK MANAGEMENT	00
PUBLIC ENTITY RISK MANAGEMENT	750.00
	13,069.00
09/08/16 2ND QTR WRKRS COMP DEP PREMIUM 090816 272,074.25 27	
	2,074.25
09/28/16 Check * Issued 134999	272,074.25
PUBLIC SAFETY TRAINING	
09/06/16 9/27 POSTNRTUITWHATIFITWEREFAM 092716 110.00	110.00
09/14/16 Check * Issued 134673	110.00
09/06/16 9/28 POSTNRTUIT 911LIABILITY 092816 124.00 124.0	0
09/14/16 Check * Issued 134794	124.00
QUALITY STREET SERVICE	
09/10/16 SWEEPING SVCS-GARAGE 20191 495.00 49	5.00
09/14/16 Check * Issued 134795	495.00
08/10/16 SWEEPING SVCS-PRKG GARAGE 20058 495.00	195.00
09/28/16 Check * Issued 135000	495.00
QUIROZ, KATHY	
09/08/16 238222 DEPOSIT REFUND 238222 100.00 100.	00
09/28/16 Check * Issued 134969	100.00
RAMIREZ-GONZALES, CLAUDIA	
08/29/16 WATERSMART LANDSCAPES PROGRAM 1 500.00	
09/28/16 Check * Issued 134915	500.00

RAMSAY GROUP

Inv Supplier	/./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. F Number	Fnc./Inv. Amou	Inv. Paid unt	Check Amount	* Amount
	08/25/16	CDBG:ASSESSMENT OF FAIRHOUSING		3	3,240.00	3,240.0	00
	09/14/16	Check * Issued	134796			3,	240.00
RHINO SALES							
	09/01/16	HYDRAULIC POST PULLER M15	42	29 1,3	329.80	1,329.80	
	09/14/16	Check * Issued	134797			1,	329.80
RIVERSIDE CNTY	RECORDER	3,					
	07/05/16	JUL16 RECORDING FEES	16-215464	4 :	23.00	23.00	
	07/12/16	JUL16 RECORDING FEES	16-225162	2 .	46.00	46.00	
	07/13/16	JUL16 RECORDING FEES	16-225800	0 1	15.00	115.00	
	07/19/16	JUL16 RECORDING FEES	16-233387	7 1	61.00	161.00	
	07/26/16	JUL16 RECORDING FEES	16-241473	3 5	40.50	540.50	
	07/26/16	JUL16 RECORDING FEES	16-241985	5	23.00	23.00	
	07/28/16	JUL16 RECORDING FEES	16-245994	4	69.00	69.00	
	07/26/16	JUL16 SURVEY MONUMENT FEE	2016-0312	2188	10.00	10.0	00
	09/14/16	Check * Issued	134798				987.50
RIVERSIDE COUN	NTY AIRPOR	т					
	09/13/16	ALUC APPLICATION	091316	375	.00	375.00	
	09/14/16	Check * Issued	134799				375.00
RIVERSIDE COUN	NTY SHERIFF	- DEPT					
	09/06/16	9/19-23 POSTNRTUIT TRAF COLLIS	091910	6 4	94.00	494.00	
	09/14/16	Check * Issued	134674				494.00
S.C.R.A.P. GALLE	RY						
	08/31/16	8/1-31 ENV ED PROGRAMS	935	4,50	0.00	4,500.00	
	09/14/16	Check * Issued	134800			4	500.00
	09/27/16	SEP16 ENV ED SVCS FOR CC PROG	10	001 3	8,500.00	3,500.0	D
	09/27/16	SEP16 ENV ED SVCS FOR CC PROG	10	002 4	,500.00	4,500.0	C
	09/28/16	Check * Issued	135004			8	,000.00
SALINAS, SHELLI	EY						
it.	09/07/16	FY16/17 WELLNESS REIMBURSEMENT	09	0716	300.00	300	.00
	09/14/16	Check * Issued	134675				300.00
SALINAS, SHELLI	09/27/16 09/28/16 EY 09/07/16	SEP16 ENV ED SVCS FOR CC PROG Check * Issued FY16/17 WELLNESS REIMBURSEMENT	10 135004 09	002 4	,500.00	4,500.0 8	000, 000,

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	Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid	Check *
Supplier	MM/DD/YY F	Enc. Description	Number	An	nount A	Amount Amount
SAM ASLAN	CONSULTING					
	08/16/16	PARK MAINTENANCE REPORT	ASC	C-81616	300.00	300.00
	09/14/16	Check * Issued	134801			300.00
	DIRECT					
SAM'S CLUB	07/12/16	BREAKROOM & MTG SUPPLIES	07/12/16-	000000	11.66	
	07/12/10	BREAKHOOM & MIG SUFFLIES	07/12/10-	11.66	11.00	
				11.66		
				11.66		
		Total	07/12/16-000000	46.64	- 46.64	4
	08/31/16	SUPPLIES-CIV CTR	3490-	В	1.15-	
				172.96		
		Total	3490-B	171.81	- 171.81	
	08/29/16	PW SUPPLIES	6719)	.91-	
				204.20		
		Total	6719	203.29	203.29	
	08/29/16	BOTTLED WATERS-IN-FIELD OPS		7211	33.48	33.48
	08/29/16	BOTTLED WATERS-EMERG CALL-		7212	55.80	55.80
	09/06/16	PW CLEANING SUPPLIES	8	065	1.23-	
				134.44	_	
		Total	8065	133.21	133.21	
	09/14/16	Check * Issued	134802			644.23
	07/27/16	FIN-SUPPLIES	000000 07271	6 10	04.60 1	04.60
	08/18/16	BREAKROOM & MTG SUPPLIES	000000	081816	8.27	
				8.27		
				8.27		
				8.27	_	
	07/10/10		000000 081816	33.08		
	07/12/16 07/12/16	CREDIT-RETURN SUPPLIES	1	5125	155.78-	155.78-
	07/12/16	BREAKROOM & MTG SUPPLIES BREAKROOM & MTG SUPPLIES		6363 6364	38.84	38.84 116.94
	07/12/16	BREAKRM&ADM MTG SUPPLIES		7490	116.94 7.75	110.94
	0//12/10	DILAN IMAADIN NI G SUFFLIES		7490	1.15	
				7.74		
				7.74		
				1.14		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Am	Inv. iount	Paid Check Amount	* Amount
				7.75			
				7.74			
				7.75			
				7.75			
		Total	7490	61.96		61.96	
	07/26/16	FY17 ANNUAL MEMBERSHIP DUES	99999	9-FY16	15.0	00	
				30.00			
				90.00			
		Total	999999-FY16	135.00)	135.00	
	09/28/16	Check * Issued	135005				334.64
SAME DAY E	EXPRESS						
	09/02/16	BULKY ITEM PROP P/U&SHIPPING	090	0216	4,427.00	4,427.00)
	09/14/16	Check * Issued	134803			4	,427.00
	09/15/16	BULKYITEMPROPERTYP/U&SHIPPING		091516	4,703.	00 4,703	3.00
	09/28/16	Check * Issued	135006			4	,703.00
SANDOVAL,							
	08/30/16	237070 DEPOSIT REFUND	2370		100.00		
				10.00			
				25.00	_		
		Total	237070	135.00		135.00	
	09/28/16	Check * Issued	134938				135.00
SCHOOL SA	FETY ADVOCACY						
	09/20/16	11/10-11 NONPOSTTUIT SCHOOL		1016	595.00	595.00	
	09/28/16	Check * Issued	134865				595.00
SOUTT EA 7							
SUUTIFAL	EKAS & ASSOC, IN 07/01/16	MAY16 PLAN CHECK SVCS	18	904 2	2,262.36	2,262.36	
	07/01/16	JUN16 PLAN CHECK SVCS			,983.49	2,202.30	
	08/31/16	AUG16 PLAN CHECK SVCS			5,000.00	5,000.00	
	09/28/16	Check * Issued	135007	007 3	,000.00		0,245.85
	00/20/10	Check Issued	155007			I.	J,240.00

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Inv./Chq. Date Supplier MM/DD/YY Fr	nc. Description	Inv./Chq. Fno Number	./Inv. Inv. Paid Amount A	Check * mount Amount
SERRATO & ASSOCIATES, INC. 09/06/16 09/14/16	9/21 NONPOSTUIT SEARCHWARRANTS Check * Issued	092 134677	116 180.00	180.00 180.00
SHERMAN, JIM 09/07/16	FY16/17 WELLNESS REIMBURSEMENT	0907	16 600.00	600.00
09/14/16	Check * Issued	134670		600.00
SHRED-IT USA LLC 07/31/16	JUL16 DOCUMENT SHREDDING SVCS	٤	818 181.90 47.90 80.00 60.00	
	Total	8120773818 1	,169.80 1,169.80)
09/14/16	Check * Issued	134804		1,169.80
08/31/16	AUG16 DOCUMENT SHREDDING SVCS	1:	1520 272.85 21.85 20.00 30.00	
	Total	8120811520 1	,294.70 1,294.70)
09/28/16	Check * Issued	135008		1,294.70
SIEMENS INDUSTRY, INC. 07/01/16 09/14/16	REPULLED WIRE IN INTERSECTION Check * Issued	562000836 134805	0 10,208.61	10,208.61 10,208.61
SIGNS BY TOMORROW				
08/09/16	CITY LOGO DECALS FOR FLEET	PD-11388		459.65
08/22/16 09/14/16	AFRAME & PANELS (LANDAU ELEM) Check * Issued	PD-1143 134806	6 493.00	493.00 952.65
09/07/16	OCOTILLO PARK SIGNS	PD-11519 3	3.00- 27.00	
	Total	PD-11519	324.00 324.00	0

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Supplier	Inv./Chq. Date MM/DD/YY F	Enc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paid Amount	Check * Amount Amount
	09/19/16	WINTER PARK RENOVATION SIGNS	PD-11581 604.9	5.55-	
	09/28/16	Total Check * Issued	PD-11581 599 135009	9.40 599	.40 923.40
SINGLEWIR	E SOFTWARE LLC				
	08/18/16	FY17 MAINT SUBSCRIPTION	21480	1,500.00	1,500.00
	09/28/16	Check * Issued	135010		1,500.00
SIQUEIROS					
	09/06/16	9/19-23 POSTSUB TRAFF COLLIS.	091916	70.00	70.00
	09/14/16	Check * Issued	134656		70.00
SIRCHIE FIN	IGERPRINT				
	08/31/16	POCKET FINGERPRINT PADS	268689-IN	87.76	87.76
	09/14/16	Check * Issued	134807		87.76
SMART & FI	NAL IRIS CORP.				
	09/01/16	SACKS FOR PROP&EVID	140931	117.03	117.03
	09/14/16	Check * Issued	134808		117.03
	09/13/16	ADMIN MTG SUPPLIES	148224	58.05	58.05
	09/28/16	Check * Issued	135011		58.05
SMART SHO	DP, INC., THE				
	08/17/16	REPAIR TO BOLLARD-CIV CTR	7082	260.00	260.00
	08/31/16	SKATEBOARD&BIKEDETERRENTBUMPER	70	87 2,207.25	2,207.25
	09/16/16	MODIFY TRAILER AXLE	7093	535.00	535.00
	09/16/16	MATERIALS DEPOSIT-PRKG STRUCTR	7094	4,749.13	4,749.13
	09/19/16	PH 1 PRKG STRUCTURE MOD	7096	4,500.00	4,500.00
	09/26/16	PH 2 PRKG STRUCTURE MOD	7099	4,900.00	4,900.00
	09/28/16	Check * Issued	135027		17,151.38
SMITH PIPE	& SUPPLY COMPA	NY			
	08/16/16	SUPPLIES-LLD17 PANORAMA PK	3027895	22.98	22.98
	08/22/16	SUPPLIES-LLD16A CENTURY PK	3030612	10.46	10.46

Inv./Chq. Da	ate	Inv./Chq. Fnc./I	nv. Inv. Pa	id Check *
Supplier MM/DD/	YY Fnc. Description	Number	Amount	Amount Amount
08/24/16	DOG PARK MAINTENANCE	3031284	5.05	5.05
09/14/16		134809	0.00	38.49
09/01/16	SUPPLIES-PARKS	3035609	162.19	162.19
09/06/16	SUPPLIES-PARK DAVID	3037047	62.97	62.97
09/08/16	SUPPLIES-LLD16A CENTURY PK	3038150	93.85	93.85
09/09/16	SUPPLIES-LLD17 PANORAMA PK	3038673	70.21	70.21
09/13/16	SUPPLIES-LLD16B CENTURY PK	3040150	59.95	59.95
09/28/16	Check * Issued	135012		449.17
SMITH, GARIN				
09/06/16	9/19-23 POSTSUB TRAFF COLLIS.	091916	70.00	70.00
09/14/16		134668	70.00	70.00
		101000		10.00
SMITH, GARIN				
09/28/16		100916	938.12	938.12
09/28/16	Check * Issued	134854		938.12
SOLAR COMMUNICATION	S INTERNATL			
09/07/16	EQUIPMENT FOR FOUNTAIN OF LIFE	9148	2,460.10	2,460.10
09/14/16	Check * Issued	134810		2,460.10
SOUTH COAST AIR QUAL				
09/01/16		2999537	124.35	124.35
09/28/16		134866	12 100	124.35
09/01/16	AQMD FEE FY 15 16	2999538	124.35	124.35
09/28/16	Check * Issued	134867		124.35
09/01/16	411-GENERATOR PERMITS	2996772	354.86	354.86
09/28/16	Check * Issued	134868		354.86
09/01/16	413-GENERATOR PERMITS	2996773	354.86	354.86
09/28/16	Check * Issued	134869		354.86
SOUTH COAST EMERGE	NCY			
08/16/16		481232	7,176.45	7,176.45
09/14/16		134811		7,176.45

October 3, 2016

Supplier	Inv./Chq. Date MM/DD/YY F	inc. Description	Inv./Chq. Number	Fnc./Inv. I Amount	nv. Paid Chec Amount	
	08/31/16 09/28/16	VEHICLE REPAIRS - PUMPER Check * Issued	4814 135013	10,143.5		58 10,143.58
SOUTH COAS	ST GYM REPAIR					
	09/06/16	JUL-SEP16 GYM MAINT SVC	7478	145.0	0 145.0	0
	09/28/16	Check * Issued	135014			145.00
SOUTHERN C	CALIFORNIA EDISC	DN				
	09/03/16	08/03-09/01 Signals&OutdoorEle	6909-1608	7,874.71		
				3,799.67		
				650.74		
				650.40		
		Total	6909-1608	12,975.52	12,975.52	
	09/14/16	Check * Issued	134679	,		12,975.52
	09/07/16	08/01-09/01 Street Lamps	9690B1608	21.55		
				8,363.99		
				4,002.30		
		Total	9690B1608	12,387.84	12,387.84	
	09/14/16	Check * Issued	134680			12,387.84
	09/02/16	08/02-08/31 Street/OutdoorElec	0005-1608	1,286.20		
	00/02/10		0000 1000	35.72		
		Total	0005-1608	1,321.92	1,321.92	
	09/14/16	Check * Issued	134681			1,321.92
	09/07/16	08/05-09/06 FIRE DEPT. ELECTRI	32100-160	8 2,419.81	2,419.81	
	09/14/16	Check * Issued	134682			2,419.81
	00/07/40		100 100011	00.04		
	09/07/16	08/01-09/01 Electrical Charges	MISC-160914	32.34		
				1,325.35		
		Total	MISC-160914	1,357.69	1,357.69	
	09/14/16	Check * Issued	134683			1,357.69
	00/01/10		00501	1000 1 701	10 1 701	10
	09/21/16	08/19-09/20 PARKING STRUCTURE	68594-	1609 1,731	19 1,731	.19 1,731.19
	09/28/16	Check * Issued	134870			1,751.18

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. I Amount	nv. Paid Check Amount	* Amount
	09/21/16	08/21-9/19 68700 AVE LALO GUER	CITY-160	14,259.65	14,259.65	
	09/28/16	Check * Issued	134871		1	4,259.65
	09/21/16	08/21-09/19 SOCCER PARK ELECTR	SPK-1	1609 184	.78 184.7	78
	09/28/16	Check * Issued	134872			184.78
	09/22/16	08/22-9/21 Electrical Charges	MISC-160928	62.28 189.90		
			<u>11</u>			
		Total	MISC-160928	252.18	252.18	
	09/28/16	Check * Issued	134873			252.18
	09/24/16	08/01-09/01 Outdoor Electric	7698-1608	176.26		
				49.58		
				338.56		
		Total	7698-1608	564.40	564.40	
	09/28/16	Check * Issued	134874			564.40
	09/22/16	8/01-09/01 LLD Lamps&Irrig ele	9074-1608	188.77		
				1,079.60		
		Total	9074-1608	1,268.37	1,268.37	
	09/28/16	Check * Issued	134875			1,268.37
SOUTHERN	CALIFORNIA GAS					_
	09/07/16 09/14/16	8/1-9/1 NATURALGAS VEHICLEFUEL Check * Issued	090 134812	0716 202.	85 202.8	202.85
	00/14/10	CHECK ISSUE	104012			202.00
SPRINT						
	08/29/16	7/26-8/25 MIS CELL PHONES	846388101-10	05 128.57	7 128.57	
	09/14/16	Check * Issued	134813			128.57
	09/11/16	08/08-09/07 CELL SVC	718076329-155	207 50	007 50	
	09/28/16	Check * Issued	134876	297.52	297.52	297.52
		ು ಅವಿ (ದಿನ ನಂಗಿ) - ಕನ್ನಡ ನಂಗೆ ಕ ಾಗಿ				
	09/22/16	08/19-09/18 CELL PHONE SVC	823445023-1	70 65.8	5 65.85	
	09/28/16	Check * Issued	135015			65.85

SPRINT DATA SERVICES

October	3,	2016
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Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./I Number	nv. Inv. I Amount	Paid Check Amount	* Amount
	08/28/16	8/27 AIRCARD PORT ACCESS	52083162003318	818.03	818.0)3
	09/14/16	Check * Issued	134814	010.00	010.0	818.03
ST. FRANCIS	S ELECTRIC					
	08/31/16	AUG16 TRAF SIGNAL CALL OUTS	1657003	4,641.50	4,641.50)
	08/31/16	AUG16 TRAFFIC SIGNAL MAINTENAN	1657004	3,742.00		
	09/28/16	Check * Issued	135016			,383.50
STAPLES A	DVANTAGE					
	09/01/16	FIN-SUPPLIES	3313739642	30.50	30.50	
	09/02/16	SUPPLIES-PD ADMIN	3313826023	47.91	47.91	
	09/03/16	SUPPLIES-ADMIN	3314035611	34.86	34.86	
	09/09/16	CLEANING SUPPLIES-CIV CTR	3314346105	219.31	219.3	1
	09/09/16	CREDIT-RETURN OF SUPPLIES	3314346107	18.12-	18.1	2-
	09/16/16	CLK-SUPPLIES	3314930312	9.20	9.20	
	09/16/16	MKT-LABELS	3314930314	16.90	16.90	
	09/17/16	HR-SUPPLIES	3315122944	34.62	34.62	
	09/28/16	Check * Issued	135017			375.18
STAPLES CI	REDIT PLAN					
	08/15/16	ADMIN SUPPLIES	1763975	42.49	42.49	
	07/15/16	ECON-SUPPLIES	9742681468	37.87	37.87	
	07/18/16	FIN-PRINTER	9742853647	76.29	76.29	
	07/18/16	ADMIN-SUPPLIES	9742853703	19.81	19.81	
	09/28/16	Check * Issued	135018			176.46
STATE DISB	BURSEMENT UNIT					
	09/06/16	HR-PP18 09/06/16 STATE DISBURS	9002476	563.07		
			126	.92		
		Total	9002476 68	39.99	689.99	
	09/30/16	Check * Issued	9002484			689.99
	09/19/16	HR-PP18 09/06/16 STATE DISBURS	9002486	563.07		
			126	.92		
		Total	9002486 68	39.99	689.99	
	09/30/16	Check * Issued	9002485			689.99

Inv./Chq. Date Supplier MM/DD/YY		Inv./Chq. Fnc./ Number	'Inv. Inv. F Amount	Paid Check * Amount Amount
STATE OF CALIF DEPT OF J	USTICE			
09/06/16	DOJ LIVESCAN FINGERPRINT SVC	184184	224.00	
		143	3.00	
	Total	184184 36	67.00	367.00
09/09/16	AUG16 BLOOD ALCOHOL ANALYSIS	189322		
09/09/16	JUN16 BLOOD ALCOHOL ANALYSIS	189368	35.00	35.00
09/28/16	Check * Issued	135019		437.00
STATE OF CALIFORNIA				
09/06/16	Ref#608227383	090616A	100.00	100.00
09/14/16	Check * Issued	134684		100.00
09/06/16	Ref #: 042460622	090616B	102.86	102.86
09/14/16	Check * Issued	134685	102.80	102.86
09/06/16	Ref #:559808380	090616D	160.92	160.92
09/14/16	Check * Issued	134686		160.92
09/20/16	Ref#608227383	092016A	100.00	100.00
09/28/16	Check * Issued	134877		100.00
09/20/16	Ref #: 042460622	092016B	102.86	102.86
09/28/16	Check * Issued	134878		102.86
09/20/16	Ref #:559808380	092016D	160.92	160.92
09/28/16	Check * Issued	134879		160.92
STEPHENS, MARGUERITE				
08/24/16	WATERSMART LANDSCAPES PROGRAM	l	1 500	.00 500.00
09/14/16	Check * Issued	134776		500.00
STERICYCLE, INC.			Parallel and	
09/01/16	AUG16 BIOHAZARD DISPOSAL	3003548027	76.88	76.88
09/14/16	Check * Issued	134815		76.88
STEVEN ENTERPRISES, INC	`			
08/19/16	CANON MAINTENANCE KIT	361840-IN	31.98	

October 3, 2016

Inv./Chq. Date Supplier MM/DD/YY	Fnc. Description	Inv./Chq. F Number	nc./Inv. Ii Amount	nv. Paid Chec Amount	
			31.97 31.97		
			01.07		
	Total	361840-IN	95.92	95.92	
09/14/16	Check * Issued	134816			95.92
STRICKLAND, MARY BETH					
08/29/16	WATERSMART LANDSCAPES PROGRAM		1	500.00	500.00
09/14/16	Check * Issued	134778			500.00
SUN BADGE COMPANY 08/19/16	NAME PLATE	370755	22.72	22.72	
09/14/16	Check * Issued	134817	22.12	22.12	22.72
09/07/16	CCPD BADGES	368835	7,845.17	7,845.17	
09/07/16	CCPD NAME BADGES	369758	215.10	0 215.1	0
08/18/16	CCPD NAME PLATE	370715	22.72	22.72	
09/28/16	Check * Issued	135021			8,082.99
SUN-AIR WHEEL ALIGNMENT	&BRAKE				
09/15/16	MEDIC REPAIRS E450	22863	177.63	177.63	
09/20/16	MEDIC REPAIRS 09-01 E413	23108	7,088.70	7,088.70	
09/21/16	VEHICLE REPAIRS 411 (13-02)	23162	1,856.02	1,856.02	
09/14/16	VEHICLE REPAIRS 413 (13-03)	23172	342.48	342.48	
09/20/16	VEHICLE MAINT-00-02 (POOL)	23251	39.00	39.00	
09/28/16	Check * Issued	135022			9,503.83
SUNTRUST					
09/14/16	PRIN&INT HONEYWELL/SUNTRUST	9002	2479 11,21	13.36-	
		160	,426.27		
		19	,661.82-		
		122	,380.47-		
			852.21-		
			,213.36		
			,661.82		
			,380.47		
			852.21		
			,426.27-		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./In Number	nv. Inv. Pa Amount	id Check * Amount Amount
	09/30/16	Total Check * Issued	9002479 160,42 9002486	6.27 160,4	26.27 160,426.27
SWIM FOR GL	O FOUNDATION				
	09/07/16	COMMUNITY ASSISTANCE	100	1,000.00	1,000.00
	09/14/16	Check * Issued	134818		1,000.00
TAG/AMS, INC					
	09/16/16	ANNUAL RENEWAL FEE	2707876	175.00	175.00
	09/28/16	Check * Issued	135023		175.00
TAMIAMI INTE	RNATIONAL				
	09/15/16	BALLISTIC HELMETS	914160001E	1,558.00	1,558.00
	09/28/16	Check * Issued	135024		1,558.00
TELEPACIFIC	COMMUNICATIC	DNS			
	09/23/16	09/23-10/22 CITY PHONES	82661511-0	230.53	
			678.		
			113.		
			1,995.	54	
		Total	82661511-0 3,01	8 18 3 01	8.18
	09/28/16	Check * Issued	134880	0.10 0,01	3,018.18
TIME WARNER	3				
	08/18/16	SEP16 CABLE SERVICE	8448410790016897-1609	120.27	120.27
	09/14/16	Check * Issued	134819		120.27
	09/20/16	09/30-10/29 DED INTERNET ACCES	3971-1610	1,260.00	1,260.00
	09/18/16	10/1-31 CABLE SVC	8448410790016897-1610	120.27	120.27
	09/28/16	Check * Issued	135028		1,380.27
TOPS N BARR	ICADES				
	08/30/16	STREET NAME SIGNS	1055759	175.38	175.38
	09/14/16	Check * Issued	134820		175.38

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc Number	./Inv. Inv. P Amount	aid Check * Amount Amount
	09/15/16	STREET SIGNS	1056044	3,360.36	3,360.36
	09/28/16	Check * Issued	135029		3,360.36
TORRES, EU	JGENIA				
	09/07/16	FY16/17 WELLNESS REIMBURSEMENT	0907	16 281.24	281.24
	09/14/16	Check * Issued	134666		281.24
	09/21/16	FY1617 WELLNESS REIMBURSEMENT	0921	16 51.01	51.01
	09/28/16	Check * Issued	134851		51.01
TRANSGEN	DER CMMTY COAL	ITION			
	09/28/16	11/20 SILVER SPONSORSHIP	1500	1,500.00	1,500.00
	09/28/16	Check * Issued	135030		1,500.00
TRUPPELLI,	GEORGE				
	09/13/16	OCT16 RETIREMENT	FY17-04001	1,371.91	1,371.91
	09/14/16	Check * Issued	134749		1,371.91
TRUSTMAR	K VOL BENEFIT SC	DLUTION			
	09/06/16	Payroll Deduction ID 5514	090616	110.70	110.70
	09/14/16	Check * Issued	134821		110.70
	09/20/16	Payroll Deduction ID 5514	092016	110.70	110.70
	09/28/16	Check * Issued	135031		110.70
TURBO DAT	A SYSTEMS, INC.				
	08/31/16	AUG16 PARKING CITATION PROCESS	2486	9 361.25	361.25
	09/28/16	Check * Issued	135032		361.25
UNDERGRO	UND SERVICE ALE	ERT			
	08/01/16	DIGALERT TICKETS	720160095	48.00	48.00
	09/01/16	DIGALERT TICKETS	820160094	45.00	45.00
	09/28/16	Check * Issued	135033		93.00
UNITED WA	Y OF THE DESERT				
	09/06/16	Payroll Deductions	090616	631.00	631.00

October 3, 2016

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc./I Number	Inv. Inv. Pa Amount	id Check Amount	* Amount
	09/14/16	Check * Issued	134822			631.00
	09/20/16 09/28/16	Payroll Deductions Check * Issued	092016 6 135034	631.00 G	31.00	631.00
VACATION RE	NTAL COMPLIANO	CE LLC				
	08/31/16	AUG16 SHORT TERM RENTAL PROG	392	1,080.00	1,080.0	00
	09/14/16	Check * Issued	134823			,080.00
VALLEY LOCK	& SAFE					
	08/19/16	LOCK MAINT	BW6314023	14.01	14.01	
	09/06/16	KEY #C25-16	BW6314569	38.15	38.15	
	09/14/16	Check * Issued	134824			52.16
	08/11/16	LOCK MAINT-CIV CTR	135298	873.76	873.76	
	09/13/16	DUPLICATE KEYS	BW6314806	13.79	13.79	
	09/13/16	KEY-CIV CTR	BW6314807	25.94	25.94	
	09/28/16	Check * Issued	135035			913.49
VERIATO						
	08/22/16	9/9/16-9/9/17 IT ANNUAL MAINT	489550-FY17	862.50	862.50	
	09/28/16	Check * Issued	135036			862.50
VERIZON WIRI	ELESS					
	09/02/16	08/03-09/02 FD CELL PHONES	9771307809	463.53	463.53	
	09/14/16	Check * Issued	134687			463.53
	09/10/16	8/11-9/10 CELL PHONE SVC	9771840953	1,015.02	1,015.02	
	09/28/16	Check * Issued	134881		1	,015.02
	09/04/16	8/5-9/4 AIRCARD FOR MDC'S	9771476531	1,406.37	1,406.37	
	09/28/16	Check * Issued	134882			,406.37
	09/10/16	08/11-09/10 CODE BROADBAND SVC	9771776585	152.04	152.0	04
	09/28/16	Check * Issued	134883			152.04

VIVINT SOLAR

07/25/16 REFUND B16-0919 CONSTR PERMIT

234642 10.00

October 3, 2016

lı Supplier	nv./Chq. Date MM/DD/YY Fre	c. Description	Inv./Chq. Number	Fnc./Inv. Amo		Check * ount Amount
				1.00 159.00		
	09/28/16	Total Check * Issued	234642 135037	170.00	170.00	170.00
VOYAGER FLEE	T SYSTEMS INC 08/24/16	AUG16 FUEL & CNG PURCHASE	8691515	506635 593.06 37.51-	769.08	
	09/14/16	Total Check * Issued	869151506635 134825	1,324.63	1,324.63	1,324.63
WATTS, CURT						
	09/07/16	FY16/17 WELLNESS REIMBURSEMENT		090716	553.50	553.50
	09/14/16	Check * Issued	134658			553.50
WELL IN THE DI	ESERT					
	08/07/16	DIA DE LOS MUERTOS SPONSORSHIP		1	5,000.00	5,000.00
	09/28/16	Check * Issued	135038			5,000.00
WELLDYNE RX						
	08/31/16	8/16-31 SHARPS DISPOSAL BYMAIL	SLS30	06019	137.46	137.46
	09/28/16	Check * Issued	135039			137.46
WENDT, MARY						
	08/29/16	WATERSMART LANDSCAPES PROGRAM	И	1	500.00	500.00
	09/14/16	Check * Issued	134779			500.00
WESTERN EXTR	ERMINATOR CO					
	08/31/16	AUG16 CMMTY CTR PEST CONTROL	4	381358	77.50	77.50
	08/31/16	AUG16 CIV CTR PEST CONTROL		7870	188.00	188.00
	08/31/16	AUG16 STA 413 PEST CONTROL		1658	63.00	63.00
	08/31/16	AUG16 STA 411 PEST CONTROL		2947	42.50	42.50
	08/31/16 08/31/16	AUG16 PW PEST CONTROL AUG16 STA 412 PEST CONTROL		2948	42.50	42.50
	00/01/10		445	6531	130.00	130.00

Cupplion	Inv./Chq. Date	no Description	Inv./Chq. Fnc./Ir		
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
	09/28/16	Check * Issued	135040		543.50
WESTERN PU	MP				
	08/26/16	SVC PERFORMED-REPLACE HOSES	W6954	4 713.27	713.27
	09/14/16	Check * Issued	134826		713.27
	08/29/16	AUG16 DUSTO INSPECTION	W69624	75.00	75.00
	09/02/16	TROUBLESHOOT&REPAIR DISPENSER	W69624 W6990		294.21
	09/28/16	Check * Issued		294.21	
	09/28/16	Check ~ Issued	135041		369.21
WILKINSON, S	TEVEN				
WILKINSON, S	09/09/16	BALLOON FESTIVAL 3RD PMT	20160909	5,000.00	5 000 00
	09/28/16	Check * Issued	135020	5,000.00	5,000.00
	03/20/10	Check issued	135020		5,000.00
WILSON, PAUI	_S.				
	09/07/16	08/08-09/07 REIMB CELL PHONE	2016-09	45.00	45.00
	09/28/16	Check * Issued	134862		45.00
WITTMAN ENT	ERPRISES LLC				
	08/01/16	AUG16 BILLING SERVICE	160806	5,394.00	5,394.00
	09/14/16	Check * Issued	134827		5,394.00
XEROX FINAN	XEROX FINANCIAL SERVICES LLC				
	08/20/16	08/19-09/18 MX4735580 COPIER	605528	258.97	258.97
	09/14/16	Check * Issued	134828		258.97
YOSHI LAWNN	NOWER SHOP LLC	0			
	09/20/16	REPAIR-CHAIN SAW	092016CCFD	347.31	347.31
	09/28/16	Check * Issued	135043		347.31
ZIPPY COPY					
	09/13/16	PRINTING SVCS	J00-091316-001	130.04	130.04
	09/28/16	Check * Issued	135044		130.04

ZOBO & MEESTER'S

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. F Number	Fnc./Inv. Inv. Paid Amount	d Check * Amount Amount
	08/24/16 09/14/16	10/13 EMPLOYEE APPRECIATION Check * Issued	4 134688	5 748.29	748.29 748.29
ZOLL MEDIC/	AL CORP. 09/06/16 09/28/16	MONITOR SUPPLIES Check * Issued	2421740 135045	108.08	108.08 108.08
					2,790,435.56 0.00 PPD 0.00 MAN

Total All Vendors

2,790,435.56 2,790,435.56

Demand Register - September 2016

Distribution Summary

100 1236	Travel Advances	2,570.27
100 1242	Reimbursable Advances, Staff	20.00-
100 3122	Federal Income Tax Payable	241,477.80
100 3123	FICA Tax Payable	2,626.51
100 3124	State Income Tax Payable	72,859.87
100 3126	PERS Contribution	277,809.08
100 3128	Police Explorers	332.00
100 3130	Section 125 Benefit Plans	6,809.10
100 3131	United Way	1,262.00
100 3132	Garnishments	2,107.54
100 3133	CCPOA (Police Officers)	7,828.06
100 3134	CCPFA (Firefighters Assoc)	5,136.10
100 3136	AFSCME (Am Fed St Co & Muni Em	1,545.86
100 3138	ICMA Deferred Compensation	59,389.44
100 3139	Nationwide Deferred Compensati	38,917.09
100 3141	CURC Payable	4,768.64
100 3142	CCFMA (Fire Mgmt Assoc)	550.00
100 3143	CCPMA (Police Mgmt Assoc)	2,198.32
100 3144	ICMA 401(A)	5,650.00
100 3145	Downtown Foundation Payable	1,092.74
100 3163	County Sales Tax Payable	35.96-
100 3164	City Sales Tax Payable	134.38-
100 3360	Recreation Deposits	535.00
100 1118326	Equipment Leases - Operating	26.16
100 1128201	Materials & Supplies	16.95
100 1128326	Equipment Leases - Operating	26.16
100 1128601	Professional & Technical Svs	25,662.77
100 1128610	Legal Fees	178.56
100 1218610	Legal Fees	15,472.22
100 1318201	Materials & Supplies	70.04
100 1318326	Equipment Leases - Operating	26.16
100 1318401	Fleet Maintenance & Operations	60.00
100 1318701	Conference/Meeting/Training	35.00
100 1328037	Wellness Program	2,005.87
100 1328201	Materials & Supplies	375.71
100 1328301	Maintenance and Operations	175.00
100 1328326	Equipment Leases - Operating	130.80
100 1328601	Professional & Technical Svs	785.00
100 1328621	Pre-employment Services	1,334.00
100 1328701	Conference/Meeting/Training	17.74
100 1328707	Education Reimbursement	110.00

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Distribution Summary

100 1338201	Materials & Supplies	24.64
100 1338220	Advertising	1,000.00
100 1338301	Maintenance and Operations	535.00
100 1338326	Equipment Leases - Operating	26.16
100 1418201	Materials & Supplies	242.32
100 1418219	Postage, Shipping, and Freight	5.80
100 1418221	Noncapital Equipment-Computers	833.21
100 1418222	Noncapital Equipment-Other	292.86
100 1418326	Equipment Leases - Operating	198.38
100 1418601	Professional & Technical Svs	6,304.00
100 1418610	Legal Fees	84.95
100 1418701	Conference/Meeting/Training	25.00
100 1428201	Materials & Supplies	338.73
100 1428301	Maintenance and Operations	28,545.42
100 1428502	Telephone	128.57
100 1428503	Internet	1,260.00
100 1438201	Materials & Supplies	1,577.60
100 1438401	Fleet Maintenance & Operations	3,732.49
100 1438610	Legal Fees	84.95
100 1438701	Conference/Meeting/Training	84.43
100 1518201	Materials & Supplies	122.23
100 1518220	Advertising	320.00
100 1518326	Equipment Leases - Operating	26.16
100 1518610	Legal Fees	295.58
100 1518701	Conference/Meeting/Training	27.76
100 1518703	Meals	31.00
100 1518704	Airfare/Hotel/Misc	10.00
100 1528201	Materials & Supplies	655.43
100 1528222	Noncapital Equipment-Other	265.61
100 1528326	Equipment Leases - Operating	49.59
100 1528601	Professional & Technical Svs	375.00
100 1528610	Legal Fees	2,097.61
100 1558201	Materials & Supplies	31.97
100 1558219	Postage, Shipping, and Freight	0.47
100 1558301	Maintenance and Operations	14.01
100 1558326	Equipment Leases - Operating	49.59
100 1558502	Telephone	45.00
100 1558601	Professional & Technical Svs	22,025.85
100 1558610	Legal Fees	412.59
100 1558701	Conference/Meeting/Training	40.00
100 1568201	Materials & Supplies	796.11

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Distribution Summary

100 1568219	Postage, Shipping, and Freight	1,207.61
100 1568220	Advertising	422.00
100 1568222	Noncapital Equipment-Other	133.13
100 1568228	Printing Services	765.00
100 1568326	Equipment Leases - Operating	49.60
100 1568401	Fleet Maintenance & Operations	46.92
100 1568601	Professional & Technical Svs	16,288.32
100 1568610	Legal Fees	2,799.70
100 1568701	Conference/Meeting/Training	25.00
100 1718658	Assistance/Sponsorship	1,000.00
100 3118201	Materials & Supplies	7,281.96
100 3118222	Noncapital Equipment-Other	400.52-
100 3118301	Maintenance and Operations	494.91
100 3118502	Telephone	1,763.63
100 3118503	Internet	1,339.80
100 3118601	Professional & Technical Svs	5,562.90
100 3118610	Legal Fees	2,595.11
100 3118701	Conference/Meeting/Training	1,790.00
100 3118703	Meals	45.00
100 3118708	P.O.S.T.	2,316.00
100 3118709	P.O.S.T. Nonreimbursable	758.00
100 3128201	Materials & Supplies	324.80
100 3128216	Shop/Repair/Misc Supplies	6,532.57
100 3128217	Uniforms and Safety Gear	5,567.15
100 3128221	Noncapital Equipment-Computers	1,634.94
100 3128222	Noncapital Equipment-Other	2,941.31
100 3128228	Printing Services	130.04
100 3128301	Maintenance and Operations	552.77
100 3128401	Fleet Maintenance & Operations	11,274.77
100 3128601	Professional & Technical Svs	2,859.50
100 3138201	Materials & Supplies	167.79
100 3138221	Noncapital Equipment-Computers	4,500.47
100 3138326	Equipment Leases - Operating	446.15
100 3138601	Professional & Technical Svs	76.88
100 3148201	Materials & Supplies	60.61
100 3178601	Professional & Technical Svs	21,791.47
100 3318201	Materials & Supplies	356.12
100 3318222	Noncapital Equipment-Other	135.31
100 3318301	Maintenance and Operations	2,130.42
100 3318326	Equipment Leases - Operating	803.66
100 3318502	Telephone	1,156.98

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Distribution Summary

100 3318503	Internet	462.33
100 3318601	Professional & Technical Svs	1,134.00
100 3318610	Legal Fees	482.80
100 3318701	Conference/Meeting/Training	1,200.00
100 3328201	Materials & Supplies	103.16
100 3328217	Uniforms and Safety Gear	405.89
100 3328301	Maintenance and Operations	347.31
100 3328401	Fleet Maintenance & Operations	30,275.36
100 3328701	Conference/Meeting/Training	1,600.00
100 3338601	Professional & Technical Svs	447.50
100 3348216	Shop/Repair/Misc Supplies	11,897.10
100 3348401	Fleet Maintenance & Operations	2,687.72
100 3348601	Professional & Technical Svs	6,291.00
100 3358506	Trash and Other Utilities	41.00
100 3368219	Postage, Shipping, and Freight	15.70
100 3368301	Maintenance and Operations	3,950.00
100 3368326	Operating Lease	49.60
100 3368401	Fleet Maintenance & Operations	30.00
100 3368503	Internet	152.04
100 3368601	Professional & Technical Svs	1,185.30
100 3368610	Legal Fees	9,031.74
100 4118201	Materials & Supplies	1,193.77
100 4118217	Uniforms and Safety Gear	227.56
100 4118301	Maintenance and Operations	6,598.27
100 4118401	Fleet Maintenance & Operations	111.24
100 4118501	Gas & Electric	232.06
100 4118502	Telephone	113.85
100 4118504	Water	145.13
100 4118505	Street Utilities	10,818.44
100 4128201	Materials & Supplies	162.19
100 4138301	Maintenance & Operations	7,110.00
100 4138610	Legal Fees	38.14
100 9116403	Building/Construction Permits	159.00
100 9116411	Animal Licenses	3,473.00-
100 9116507	Paramedic Service Fees	1,682.36
100 9116533	Admin Support Reimbursement	26.54-
100 9116901	Miscellaneous Revenue	0.20
100 9118201	Materials & Supplies	1,211.65
100 9118219	Postage, Shipping, and Freight	1.94
100 9118220	Advertising	1,774.00
100 9118301	Maintenance and Operations	214.14

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100 9118326	Equipment Leases - Operating	180.94
100 9118327	Credit Card Fees	25.00-
100 9118401	Fleet Maintenance & Operations	60.00
100 9118502	Telephone	2,030.54
100 9118601	Professional & Technical Svs	5,750.16
100 9118662	Sales Tax Sharing	93,630.00
100 9118701	Conference/Meeting/Training	748.29
100 25118301	Parking Structure Main & Ops	15,670.69
100 25118501	Parking Structure Gas & Elec	1,880.35
100 25118502	Parking Structure Telephone	113.85
100 25118504	Parking Structure Water	79.00
100 30088901	ERICA Principal	217,901.32
100 30088902	ERICA Interest	29,889.26
100 30098901	Dell Blade Servers Principal	2,266.99
100 30098902	Dell Blade Servers Interest	228.70
100 70068201	2nd St Park Mat & Sup	270.28
100 70068301	2nd St Park Main & Ops	150.00
100 70068501	2nd St Park Gas & Electric	135.57
100 70068504	2nd St Park Water	847.15
100 70088201	Soccer Park Supplies	55.57
100 70088301	Soccer Park Main & Ops	225.00
100 70088501	Soccer Park Gas & Electric	184.78
100 70088504	Soccer Park Water	45.60
100 70128201	Ocotillo Park Supplies	358.15
100 70128301	Ocotillo Park Main & Ops	100.82
100 70128501	Ocotillo Park Gas & Elec	1,325.35
100 70128504	Ocotillo Park Water	1,551.68
100 70168301	2nd St Dog Park Main & Ops	184.57
100 70168504	2nd St Dog Park Water	63.30
100 70178301	Festival Park Main & Ops	150.00
100 70178504	Festival Park Water	653.78
100 81128301	Fountain of Life Main & Ops	4,060.10
100 81128501	Fountain of Life Gas & Elec	1,191.71
100 81128504	Fountain of Life Water	578.50
100 86398301	Library Building Main & Ops	450.00
100 88198301	Public Works Main & Ops	125.50
100 88198501	Public Works Gas & Elec	3,178.45
100 88198504	Public Works Water	30.74
100 88208301	Fire Station 410 Main & Ops	2,020.00
100 88208501	Fire Station 410 Gas & Elec	2,431.38
100 88218301	Fire Station 411 Main & Ops	688.52

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100 88218501	Fire Station 411 Gas & Elec	949.19
100 88218504	Fire Station 411 Water	322.12
100 88228301	Fire Station 412 Main & Ops	130.00
100 88228501	Fire Station 412 Gas & Elec	11.56
100 88238301	Fire Station 413 Main & Ops	63.00
100 88238501	Fire Station 413 Gas & Elec	2,258.20
100 89068301	Bell Tower Main & Ops	475.00
100 89238201	Community Center Mat & Sup	2,480.00
100 89238301	Community Center Main & Ops	77.50
100 89238501	Community Center Gas & Elec	213.84
100 89238502	Community Center Telephone	116.68
100 89238504	Community Center Water	62.33
100 89358201	Civic Center Mat & Sup	3,463.79
100 89358301	Civic Center Main & Ops	13,080.83
100 89358501	Civic Center Gas & Elec	14,352.03
100 89358504	Civic Center Water	3,446.58
100 89368201	Town Square Mat & Sup	201.02
100 89368301	Town Square Main & Ops	544.00
100 89368501	Town Square Gas & Elec	167.28
100 89368504	Town Square Water	144.62
100 99968610	CMT Legal	5,100.14
100 11182015002	Mat⋑ - Pettis	92.65
100 11186585002	Community Assistance - Pettis	500.00
100 11186585034	Community Assistance - Henry	1,000.00
100 11186585036	Community Assistance - Kaplan	1,000.00
100 11186585037	Community Assistance - Carnava	1,000.00
100 11187015002	ConfMeetTrain - Pettis	10.00
100 11187015034	ConfMeetTrain - Henry	10.00
100 11187015035	ConfMeetTrain - Aguilar	35.00
100 11187015036	ConfMeetTrain - Kaplan	10.00
100 11187015037	ConfMeetTrain - Carnevale	35.00
100 14187014999	ConfMeetTrain - Chan	20.00
100 15215013331	Green Cross Pharma Dep	346.00
100 15215016529	Green Cross Pharma Rev	346.00-
100 15215018209	Green Cross Pharma Exp	346.00
100 15216153331	Club Saxony Hotel Dep	330.00
100 15216156529	Club Saxony Hotel Rev	330.00-
100 15216158209	Club Saxony Hotel Exp	330.00
100 15216183331	CC Care Collective Dep	131.76
100 15216186529	CC Care Collective Rev	131.76-
100 15216188209	CC Care Collective Exp	131.76

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100 15216193331	Cathedral City Collective Dep	220.50
100 15216196529	Cathedral City Collective Rev	220.50-
100 15216198209	Cathedral City Collective Exp	220.50
100 15216203331	Cali CLEAR Dep	24.50
100 15216206529	Cali CLEAR Rev	24.50-
100 15216208209	Cali CLEAR Exp	24.50
100 15216213331	Satellites Dip Dep	24.50
100 15216216529	Satellites Dip Rev	24.50-
100 15216218209	Satellites Dip Exp	24.50
100 15216233331	Iguana Collective Dep	102.04
100 15216236529	Iguana Collective Rev	102.04-
100 15216238209	Iguana Collective Exp	102.04
100 15216263331	P&S Ventures Dep	1,214.00
100 15216266529	P&S Ventures Rev	1,214.00-
100 15216268209	P&S Ventures Exp	1,214.00
100 15216273331	No Wait Meds Dep	186.50
100 15216276529	No Wait Meds Rev	186.50-
100 15216278209	No Wait Meds Exp	186.50
100 15216283331	Green Dragon Collective Dep	64.00
100 15216286529	Green Dragon Collective Rev	64.00-
100 15216288209	Green Dragon Collective Exp	64.00
100 15216303331	Sunshine Coast Wellness Dep	64.00
100 15216306529	Sunshine Coast Wellness Rev	64.00-
100 15216308209	Sunshine Coast Wellness Exp	64.00
100 15216313331	Grasslands Patients Coop Dep	32.00
100 15216316529	Grasslands Patients Coop Rev	32.00-
100 15216318209	Grasslands Patients Coop Exp	32.00
100 15216323331	Coastal Harvest #1 Dep	612.50
100 15216326529	Coastal Harvest #1 Rev	612.50-
100 15216328209	Coastal Harvest #1 Exp	612.50
100 15216333331	Coastal Harvest #2 Dep	24.50
100 15216336529	Coastal Harvest #2 Rev	24.50-
100 15216338209	Coastal Harvest #2 Exp	24.50
100 15216343331	Remedy Inc Dep	338.00
100 15216346529	Remedy Inc Rev	338.00-
100 15216348209	Remedy Inc Exp	338.00
100 15216353331	HOTN Club Dep	338.00
100 15216356529	HOTN Club Rev	338.00-
100 15216358209	HOTN Club Exp	338.00
100 15216363331	Cactus Flower Society Dep	24.50
100 15216366529	Cactus Flower Society Rev	24.50-

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100 15216368209	Cactus Flower Society Exp	24.50
100 15216413331	Newport 34 Dep	950.86
100 15216416529	Newport 34 Rev	950.86-
100 15216418209	Newport 34 Exp	950.86
100 15216423331	West Coast Cannabis Club Dep	171.50
100 15216426529	West Coast Cannabis Club Rev	171.50-
100 15216428209	West Coast Cannabis Club Exp	171.50
100 15216433331	Coastal Harvest #3 Dep	24.50
100 15216436529	Coastal Harvest #3 Rev	24.50-
100 15216438209	Coastal Harvest #3 Exp	24.50
100 15216443331	Coastal Harvest #4 Dep	97.49
100 15216446529	Coastal Harvest #4 Rev	97.49-
100 15216448209	Coastal Harvest #4 Exp	97.49
100 15216453331	Desert Flower Collective Dep	97.49
100 15216456529	Desert Flower Collective Rev	97.49-
100 15216458209	Desert Flower Collective Exp	97.49
100 15216483331	Verano Condos Dep	346.00
100 15216486529	Verano Condos Dep	346.00-
100 15216488209	Verano Condos Exp	346.00
100 15217463331	Mother Earth's Farmacy Dep	8,557.05
100 15217466529	Martha Earth's Farmacy Rev	8,557.05-
100 15217468209	Mother Earth's Farmacy Exp	8,557.05
100 15217473331	Desert Sun Ray Coop Dep	539.37
100 15217476529	Desert Sun Ray Coop Rev	539.37-
100 15217478209	Desert Sun Ray Coop Exp	539.37
100 350182094506	Taste of Jalisco Exp	3,050.00
100 350182094508	El Dia De Los Muertos Exp	5,000.00
100 350182094513	Hot Air Balloon Festival Exp	300.00
100 350182094515	LGBT Days Exp	7,750.00
100 350182094523	Desert Treasure Hunt Exp	178.56
100 973294161121	Tfr Out 261 LLD 1 Support	11.57
100 973294161122	Tfr Out 261 LLD 2 Support	34.99
100 973294161125	Tfr Out 261 LLD 5 Support	17.55
100 973294161126	Tfr Out 261 LLD 16A Support	4,565.51
100 973294161127	Tfr Out 261 LLD 7 Support	69.94
100 973294161129	Tfr Out 261 LLD 9 Support	18.14
100 973294161131	Tfr Out 261 LLD 11 Support	18.13
100 973294161135	Tfr Out 261 LLD 15 Support	64.51
100 973294161136	Tfr Out 261 LLD 16B Support	250.67
100 973294161137	Tfr Out 261 LLD 17 Support	690.03
100 973294161138	Tfr Out 261 LLD 18 Support	49.79
	 Series Construction Sciences (2008) 2016;2020 (2016) 2016 	

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100 973294161139	Tfr Out 261 LLD 19 Support 47.5		
100 973294161140	Tfr Out 261 LLD 20 Support	16.42	
100 973294161141	Tfr Out 261 LLD 21 Support	15.70	
100 973294161142	Tfr Out 261 LLD 54 Support	13.28	
100 Sub Fund	Concert Fund	1 5 1 1 100 00	
100 Sub Fund	General Fund	1,544,468.86	
100 Fund	General Fund	1,544,468.86	
233 9118601	Professional & Technical Svs	361.25	
233 35038601	Traffic Enforce Camera Svcs	10,500.00	
200 Sub Fund	Special Revenue	10,861.25	
233 Fund	Traffic Safety Fund	10,861.25	
234 9118329	Property Bulky Item Pickup	7,920.00	
000 0 1 5 1			
200 Sub Fund	Special Revenue	7,920.00	
234 Fund	Transfer Station Road Fund	7,920.00	
		.,	
235 33111412	Def Rev Art in Public Places	17,178.33	
235 64511412	Dev Fees Art In Public Places	17,178.33-	
235 88021412	Improve Art In Public Places	17,178.33	
235 89286539	General Plan Maint Fees	10.00	
235 250086011405	Svcs Interchg & Bridge	420.00	
200 Sub Fund	Special Revenue	17,608.33	
235 Fund	Developer Fees	17,608.33	
241 1618201	Materials & Supplies	9,178.95	
241 1618217	Uniforms and Safety Gear	446.21	
241 1618301	Maintenance and Operations	14,406.95	
241 1618401	Fleet Maintenance & Operations	2,136.55	
241 1618504	Water	523.58	
241 25178802	San Joaquin Sidewalk Improve	700.00	
241 86598601	Vista Chino East Services	3,581.15	
241 86608601	Vista Chino West Services	3,581.15	
241 88198501	Gas & Electric	8.13	

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200 Sub Fund	Special Revenue	34,562.67
241 Fund	Gas Tax Fund	34,562.67
242 3353	Payable to CVAG	10,860.21
200 Sub Fund	Special Revenue	10,860.21
242 Fund	Air Quality Improvements Fund	10,860.21
243 1568301	Traffic Signal Maint-Engineer	18,592.11
243 1618201	Materials & Supplies	9,178.94
243 1618217	Uniforms and Safety Gear	446.17
243 1618301	Maintenance and Operations	14,406.95
243 1618401	Fleet Maintenance & Operations	2,136.52
243 1618504	Water	523.57
243 1618505	Street Utilities	3,933.08
243 25178802	San Joaquin Sidewalk Improve	700.00
243 88198501	Gas & Electric	8.12
200 Sub Fund	Special Revenue	49,925.46
243 Fund	Measure "A" Fund	49,925.46
246 9118201	Materials & Supplies	3,744.72
246 9118209	Burrtec Spec Rev Expenditures	643.46
246 9118219	Postage, Shipping, and Freight	1,398.76
246 9118228	Printing Services	1,981.40
246 9118301	Maintenance and Operations	3,979.47
246 9118502	Telephone	85.01
246 9118620	Environmental Prof & Tech Svcs	18,523.00
246 9118658	Community Assistance	6,319.54
246 9118701	Conference/Meeting/Training	452.00
200 Sub Fund	Special Revenue	37,127.36
246 Fund	Solid Waste Fund	37,127.36
247 45708209	2016 COPS SLESA Exp	300.00
247 45718231	2015 Bullet Proof Vest Exp	300.00
247 45728209	2016 OTS STEP Exp	90.00

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200 Sub Fund	Special Revenue 69	
247 Fund	Police Grants Fund	690.00
251 40148231	CDBG Admin Costs Fed Exp	406.00
251 40168231	CDBG Fair Housing Fed Exp	1,053.41
251 86558231	Ave La Paz/La Vista Fed Exp	1,843.00
251 88888231	ADA Ramps Fed Exp	958.00
200 Sub Fund	Special Revenue	4,260.41
251 Fund	Community Develop Block Grants	4,260.41
255 50088209	MDC Technologies Expenditures	5,245.18
255 50118209	Citizens on Patrol Dept Exp	1,266.31
255 50198209	EAST-PACT Exp	3,077.08
200 Sub Fund	Special Revenue	9,588.57
255 Fund	Police Dept Special Revenues	9,588.57
261 973273011121	Tfr In 100 Gen Fund Zone 1	11.57-
261 973273011122	Tfr In 100 Gen Fund Zone 2	34.99-
261 973273011125	Tfr In 100 Gen Fund Zone 5	17.55-
261 973273011126	Tfr In 100 Gen Fund Zone 16A	4,565.51-
261 973273011127	Tfr In 100 Gen Fund Zone 7	69.94-
261 973273011129	Tfr In 100 Gen Fund Zone 9	18.14-
261 973273011131	Tfr In 100 Gen Fund Zone 11	18.13-
261 973273011135	Tfr In 100 Gen Fund Zone 15	64.51-
261 973273011136	Tfr In 100 Gen Fund Zone 16B	250.67-
261 973273011137	Tfr In 100 Gen Fund Zone 17	690.03-
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 973273011141	Tfr In 100 Gen Fund Zone 21	15.70-
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	837.90
261 973283011125	M & O LLD Zone 5	580.44
261 973283011126	M & O LLD Zone 16A	6,607.30
261 973283011129	M & O LLD Zone 9	770.00

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261 973283011135	M & O LLD Zone 15	1,680.48
261 973283011136	M & O LLD Zone 16B	2,819.89
261 973283011137	M & O LLD Zone 17	466.50
261 973283011138	M & O LLD Zone 18	111.72
261 973283011139	M & O LLD Zone 19	313.72
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	24.22
261 973285011122	Gas & Electric LLD Zone 2	31.26
261 973285011125	Gas & Electric LLD Zone 5	48.92
261 973285011126	Gas & Electric LLD Zone 16A	172.29
261 973285011129	Gas & Electric LLD Zone 9	33.66
261 973285011135	Gas & Electric LLD Zone 15	24.02
261 973285011136	Gas & Electric LLD Zone 16B	24.22
261 973285011137	Gas & Electric LLD Zone 17	128.88
261 973285011138	Gas & Electric LLD Zone 18	25.03
261 973285011139	Gas & Electric LLD Zone 19	24.50
261 973285011140	Gas & Electric LLD Zone 20	12.11
261 973285011141	Gas & Electric LLD Zone 21	37.02
261 973285011142	Gas & Electric LLD Zone 54	35.72
261 973285041121	Water LLD Zone 1	20.32
261 973285041126	Water LLD Zone 16A	2,351.38
261 973285041132	Water LLD Zone 12	81.69
261 973285041136	Water LLD Zone 16B	50.14
261 973285041137	Water LLD Zone 17	55.92
261 973285041138	Water LLD Zone 18	94.24
261 973285041141	Water LLD Zone 21	84.20
261 973285051121	Int Street Lights LLD Zone 1	104.92
261 973285051122	Int Street Lights LLD Zone 2	93.26
261 973285051125	Int Street Lights LLD Zone 5	106.34
261 973285051128	Int Street Lights LLD Zone 8	42.48
261 973285051129	Int Street Lights LLD Zone 9	69.96
261 973285051131	Int Street Lights LLD Zone 11	286.59
261 973285051135	Int Street Lights LLD Zone 15	197.01
261 973285051136	Int Street Lights LLD Zone 16B	630.30
261 973285051137	Int Street Lights LLD Zone 17	1,304.46
261 973285051138	Int Street Lights LLD Zone 18	78.48
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	63.75
261 973285071121	Art Street Lights LLD Zone 1	23.13

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261 973285071122	Art Street Lights LLD Zone 2	69.98
261 973285071125	Art Street Lights LLD Zone 5	35.08
261 973285071127	Art Street Lights LLD Zone 7	139.88
261 973285071129	Art Street Lights LLD Zone 9	36.28
261 973285071131	Art Street Lights LLD Zone11	36.25
261 973285071135	Art Street Lights LLD Zone15	129.02
261 973285071136	Art Street Lights LLD Zone16	441.36
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 973285071141	Art Street Lights LLD Zone21	31.40
261 973285071142	Art Street Lights LLD Zone 54	26.55
200 Sub Fund	Special Revenue	17,875.51
261 Fund	Landscape & Lighting Districts	17,875.51
331 10078209	TUMF Fees Expenditures	25,724.16
331 30057961	Tfr In 550 2007 TAB A	160,426.27-
331 30058901	Honeywell-Suntrust Principal	154,107.86
331 30058902	Honeywell-Suntrust Interest	6,318.41
331 35668601	City-wide Signage Svcs	7,017.39
331 70158232	WW Bike Trail Phs II SA Exp	1,179.10
331 89148231	Date Palm WW Bridge Fed Exp	4,240.59
331 89148232	Date Palm WW Bridge SA Exp	137.35
331 89148601	Date Palm WW Bridge Svcs	412.06
331 89198231	Cath Canyon Bridge Fed Exp	2,656.98
331 89198232	Cath Canyon Bridge SA Exp	162.67
331 89198601	Cath Canyon Bridge Svcs	488.02
300 Sub Fund	Areawide Capital Projects	42,018.32
331 Fund	Areawide Capital Projects	42,018.32
347 86558802	Ave La Paz/La Vista Pave Impro	1,843.00
347 86598601	Vista Chino East Services	3,581.15
300 Sub Fund	Capital Projects	5,424.15
347 Fund	Assessment District 88-3	5,424.15

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348 86608601	Vista Chino West Services	3,581.14
300 Sub Fund	Capital Projects	3,581.14
348 Fund	Assessment District 96-1	3,581.14
448 9118603	Trustee Fees	1,100.00
400 Sub Fund	Debt Service	1,100.00
448 Fund	Assessment District 96-1	1,100.00
449 9118603	Trustee Fees	1,100.00
400 Sub Fund	Debt Service	1,100.00
449 Fund	Assessment District 01-01	1,100.00
540 9118201 540 9118326 540 9118401	Materials & Supplies Equipment Leases - Operating Fleet Maintenance & Operations	27.68 198.38 15.00
540 9118502	Telephone	65.85
540 Sub Fund	Capital Projects	306.91
540 Fund	Successor Agency Admin	306.91
550 30059507 550 35558904	Tfr Out 331 Capital Projects Palm Springs OPA	160,426.27 77,206.00
540 Sub Fund	Capital Projects	237,632.27
550 Fund	2007 A Series TAB	237,632.27
551 60058654	CC Downtown Foun Agency Assist	34,000.00
540 Sub Fund	Capital Projects	34,000.00
551 Fund	2007 B Series TAB	34,000.00
552 60108301	Desert Hills Mobile Home M&O	9,245.00

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540 Sub Fund	Capital Projects	9,245.00
552 Fund	2007 C Series TAB	9,245.00
561 9118601	Prof & Tech Svcs	23.00
561 9118610	Legal Fees	2,115.37
560 Sub Fund	Special Revenue	2,138.37
561 Fund	Successor to Housing Function	2,138.37
611 2123	Fuel - Liquid	4,330.36
611 2126	Fuel - CNG	1,807.32
611 2149	Equipment	55,709.25
600 Sub Fund	Internal Service	61,846.93
611 Fund	Equipment Replacement Fund	61,846.93
612 1228027	Dental Insurance - Active	13,065.58
612 1228028	Vision Insurance - Active	2,617.49
612 1228032	Medical Insurance - Active	219,932.58
612 1228033	Workers Compensation Insurance	272,074.25
612 1228039	Dental Insurance - Retiree	5,610.88
612 1228040	Vision Insurance - Retiree	1,355.22
612 1228041	Medical Insurance - Retiree	102,458.00
612 1228305	General Claims & Judgments	12,409.92
600 Sub Fund	Internal Service	629,523.92
612 Fund	Insurance Fund	629,523.92
711 3328	Trust Accounts	9,396.00
711 1553326	Multi Species Habitat Cons Pln	2,654.00
711 1553329	Bldg Stds Admin Spec Rev Fund	1.00
700 Sub Fund	Trust & Agency	12,051.00
711 Fund	Special Deposits Fund	12,051.00
713 20198610	Rio Vista Foreclose Legal Fees	1,418.92

AP447 Demand Register - September 2016

Distribution Summary

700 Sub Fund	Trust & Agency	1,418.92
713 Fund	Rio Vista CFD	1,418.92
752 9118603	Trustee Fees	1,100.00
700 Sub Fund	Trust & Agency	1,100.00
752 Fund	Assess Dist 03-01 35th Ave	1,100.00
753 9118603	Trustee Fees	1,100.00
700 Sub Fund	Trust & Agency	1,100.00
753 Fund	Assess Dist 04-01 Dream Homes	1,100.00
754 9118603	Trustee Fees	1,100.00
700 Sub Fund	Trust & Agency	1,100.00
754 Fund	Assess Dist 04-02 Cove Area	1,100.00
911 30032162	Suntrust Lse #1 - Lighting	11,213.36-
911 30034117	Suntrust Lse #1 - Lighting	11,213.36
911 30042162	Suntrust Lse #1 - LED	19,661.82-
911 30044117	Suntrust Lse #1 - LED	19,661.82
911 30052162	Suntrust Lse #1 - Solar	122,380.47-
911 30054117	Suntrust Lse #1 - Solar	122,380.47
911 30062162	Suntrust Lse #1 - Window Tint	852.21-
911 30064117	Suntrust Lse #1 - Window Tint	852.21
900 Sub Fund	General Long Term Debt	0.00
911 Fund	General Long Term Debt	0.00
Total	2,	790,435.56

Summary

AP447	AP447 Demand Register - September 2016	
Distribution Summary		
Total Manual Check *		0.00
Total Prepaid Check		0.00
Total system Check *		2,790,435.56
Total		2,790,435.56

MARK CARNEVALE ZERO BALANCE ON CREDIT CARD - NO STATEMENT

STAN HENRY CREDIT CARD NOT ISSUED



WELLS FARGO® BUSINESS CARD



Page 1 of 4

Prepared For	CITY OF CATHEDRAL CITY GREGORY S PETTIS	For 24-Hour Customer Service Call: 800-225-5935
Account Number		
Statement Closing Date	08/16/16	inquiries or Questions:
Days in Billing Cycle	29	WF Business Direct PO Box 29482
Next Statement Date	09/16/16	Phoenix, AZ 85038-8650
		Payments:
O II I I		

Credit Line Available Credit

0-23

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

Payment Information

New Balance	\$757.06
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	09/06/16

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		\$3,141.64
Credits	-	\$0.00
Payments	-	\$3,141.64
Purchases & Other Charges	+	\$757.06
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$757.06

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	
TOTAL			+0.00	\$0.00		\$0.00	

Important Information

\$0 - \$757.06 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 09/06/16. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0001 YTG 1 7 12 160816 0 PAGE 1 of 4 1 0 8891 0300 BXIC 01DQ5596

DETACH HERE

1761



Transact	ion Details			
Trans Post	Reference Number	Description	Credits	Charges
07/19 07/19	5531020JSWESMPTN8 12/07/16 1 12/07/16 2 12/11/16 3 12/11/16 4	AMERICAN 00123830168346 08004337300 TX PETTIS/GREGORY PALM SPRINGS PHOENIX PHOENIX WASHINGTON WASHINGTON PHOENIX PHOENIX PA		529.20
07/22 07/22	5543687JW507B4DKQ CHECK-IN 07/22/16	HILTON INTERNATIONALS WASHINGTON DC FOLIO #00021694		227.86
08/08 08/08		AUTOMATIC PAYMENT - THANK YOU	3,141.64	

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.



WELLS FARGO® BUSINESS CARD



Page 1 of 4

Prepared For	CITY OF CATHEDRAL CITY SHELLEY KAPLAN	For 24-Hour Customer Service Cal 800-225-5935
Account Number		
Statement Closing Date	08/16/16	Inquiries or Questions:
Days in Billing Cycle	29	WF Business Direct PO Box 29482
Next Statement Date	09/16/16	Phoenix, AZ 85038-8650
		Payments:
0		

Credit Line Available Credit

Q-23

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

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	09/06/16

Account Summary

Previous Balance		\$727.76
Credits	-	\$0.00
Payments	-	\$727.76
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

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

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/08	08/08	F889100KD00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	727.76	

See reverse side for important information.

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WELLS FARGO® BUSINESS CARD



Page 1 of 4

Prepared For	CITY OF CATHEDRAL CITY JOHN AGUILAR	For 24-Hour Customer Service Call 800-225-5935
Account Number		
Statement Closing Date	08/16/16	Inquiries or Questions:
Days in Billing Cycle	29	WF Business Direct PO Box 29482
Next Statement Date	09/16/16	Phoenix, AZ 85038-8650
		Payments:
Cradit Line		Payment Remittance Contor DO Po

Credit Line Available Credit

0-23

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

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	09/06/16

Account Summary

Previous Balance		\$1,302.19
Credits	-	\$0.00
Payments	-	\$1,302.19
Purchases & Other Charges	+	\$0.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$0.00

Rate Information

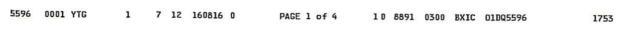
Your rate may vary according to the terms of your agreement.

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

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
08/08	08/08	F889100KD00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,302.19	

See reverse side for important information.



DETACH HERE



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-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 #: 2016-407

Item No: 2.B.

City Council

MEETING DATE: 10/12/2016

TITLE:

Amendment to The Ramsay Group (TRG) Contract for an Income Survey in the Dream Homes Neighborhood.

FROM:

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

RECOMMENDATION:

City staff recommends the City Council amend the current contract with the Ramsay Group and authorize the City Manager (or designee) to prepare and execute the necessary contract amendment in the amount of \$6,960.

BACKGROUND:

On September 14 2015, staff provided the City Council with an update and opened a discussion on some of the projects and future efforts the City will be initiating in the Dream Homes neighborhood. City Staff was also seeking direction on whether or not to conduct an income survey in the neighborhood to confirm the income status of the Dream Homes and potentially reclassify this neighborhood as a low and moderate income area eligible to receive CDBG funding assistance. Based on the average researched cost, the City Council directed staff to move forward with the income survey.

DISCUSSION:

The Ramsay Group (TRG) is currently under contract with the City to prepare the Assessment of Fair Housing (AFH). The AFH was recently completed and approved by Council for submittal to HUD. As requested by Staff, TRG submitted a proposal to conduct the income survey on behalf of the City. TRG's proposal is below the average cost for an income survey as researched by staff. TRG proposes to do the following:

- 1. Coordinate and design a door-to-door survey method based on size of the sample needed;
- 2. Develop a questionnaire with simple questions that will gather necessary information;

File #: 2016-407

- 3. Select a population sample of the Dream Homes neighborhood;
- 4. Conduct the survey in a quality and unbiased manner;
- 5. Analyze the results and calculate the LMI percentages; and,
- 6. Document the results, prepare a report with recommendations, and submit the package to HUD.

By amending TRG's current agreement, the City will acquire services from a professional consulting firm that is familiar with demographics of the City; specifically the survey area. Amending the current contract will also reduce the amount of time to solicit bid proposals and time needed to provide the awarded consultant with the information necessary to conduct the income survey. This option will produce quick results and accelerate the HUD process.

FISCAL IMPACT:

Approval of the TRG Amendment will have no adverse fiscal impact to the City's General Fund. The City will allocate \$6,960 in Community Development Block Grant (CDBG) funds from its twenty percent (20%), FY 2016 Administrative allowance (\$93,475.00) to pay for the Income Survey. Staff has received confirmation from the Local HUD Office to use CDBG funding for this survey.

ATTACHMENTS:

Attachment No. 1: TRG Income Survey Proposal

the-ramsay-group

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PROPOSAL FOR LMI HOUSING INCOME SURVEY

Dream Home Area

2016 R E S E A R C H P L A N M A N A G E

The Ramsay Group maintains high standards of business operations, and a formula for quality service you can trust.

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Contact Information:

Darrell Stamps MPA - Managing Partner

THE RAMSAY GROUP

23800 Garland Court Valencia CA. 91354

www.theramsaygroup.com ds@theramsaygroup.com

the • ram say • group

FIRM IDENTIFICATION

Legal Name:	The Ramsay Group
Telephone Number:	213.256.7657
Email Address:	ds@theramsaygroup.com
Authorized Agents:	Darrell Stamps, Managing Partner
Certification:	Certified Minority and Woman Owned Business Enterprise
Federal Tax ID Number:	83-0417612

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APPROACH

I. Summary of Steps in Conducting LMI Surveys for the City of Cathedral City

TRG will comply with the standards for conducting surveys located at 24 CFR 570.208(a)(1)(vi) for the Entitlement program. Our process will determine whether the requisite percentage of the residents of the Dream Homes service area is 51% LMI persons. Consideration will be given to the needs of residents with limited English proficiency as well as residents with visual/hearing/speech impairments. The steps in conducting surveys will be as follows:

Step 1: Coordinate and design a door-to-door survey method based on size of the sample needed

Step 2: Develop the Questionnaire.

- The questions in the questionnaire will be short, simple and efficient. We will Keep the language as simple as possible and avoid bias
- We will use the correct income limits (correct amount, correct year, and correct service area) for the survey instrument.
- TRG will avoid burdensome questions—i.e., questions with no correct answers. Such questions increase respondent burden.

Step 3: Select the Sample

- Define the service area: TRG will work with the City to determine the boundaries of the service area and the size of the population for which the percentage of LMI persons is to be determined.
- Identify the sample: TRG will create a procedure for identifying the sample in the service area and identify a procedure for randomly selecting the sample¹.
- TRG will determine the sample size needed in order to achieve an acceptable level of accuracy.
- TRG will randomly select the sample, making sure to add families to replace refusals. We will also make sure that entire service area is covered—that is, be certain that all areas or groups of people are covered. Commercial (retail and industrial) sites, vacant lots and abandoned and vacant homes will be excluded from the sample.
- TRG will ascertain that the selection of subjects to be included in the sample and replacement procedures are structured to avoid bias; for example, daytime or weekday attempts may skew response rates in favor of unemployed, retired, or single income families.

Step 4: Conduct the Survey

The survey interviewers will be highly trained to ensure quality and unbiased process. The training process will include the following major topics:

- Describing the entire survey
- Identifying the sponsor of the survey
- Providing the interviewer with a working knowledge of survey research
- Explaining the survey sampling logic and process
- Explaining interview bias
- 'Walking through' the interview process
- Explaining respondent selection process
- Explaining scheduling and supervision
- Explaining follow-up for non-response

¹ • The City will obtain a complete list of residents, addresses, and telephone numbers in the service area.

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We will make multiple attempts to establish contact and reschedule another interview if the initial contact has not resulted in an interview and replace the families written off as "unreachable."

Step 5: Analyze the Results

TRG will Complete the LMI Worksheet and record the calculated percentage of LMI persons.

Step 6: Document and Save Results

TRG will be responsible for creating the required analysis necessary to confirm the percentage of LMI households within the Dream Home area. This set up will include the following tasks:

- Save the completed questionnaires in a confidential manner and use code numbers to conceal the identity of respondents.
- Save the list of respondents in a form that does not identify their responses.
- Save the description of the service area, the list of your sampling procedures (original sample, interview sheets or completed questionnaires, tabulations and a list or memo describing how other survey elements were handled, including replacements and replacement methods).
- Save data and submit finings and all required instruments to HUD.

COST PROPOSAL

Tasks	Fee	Number of Hours
Step 1: Coordinate and design a door-to-door survey method based on size of the	80 hr.	5
sample needed		
Step 2: Develop the Questionnaire		7
Step 3: Select the Sample		20
Step 4: Conduct the Survey		35
Step 5: Analyze the Results		15
Step 6: Document, Save and Submit Results		5
	Total	87

\$6960.00 Cost is estimated at 87 hours @ \$95 an hour and includes all work to be undertaken for the above activities. Out-of-pocket incidental costs such as mailings, use of databases, telephone, printing, parking, travel are inclusive in price proposal. Additional cost will be expensed to The Ramsay Group. Invoices will be billed on a time and material basis. Said hourly rate schedule is part of the quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP is included.

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TEAM

Darrell Stamps, MPA (PROJECT LEAD)

Managing Partner

Education

M.A in Public Administration, California State University, Fresno

B.A. in Political Science, California State University, Fresno

Professional Affiliations Member of the American Planning Association (APA)

Certifications

National Charrette Institute, Charrette Planner Certification Training California State University, Fresno, Grant Writer Certification

Experience Summary

For nearly two decades, Mr. Stamps has served as Managing Partner for the Ramsay Group. There, he has been responsible for providing HUD mandated strategic planning to more than 50 HUD entitlement cities. Darrell worked alongside City staff, nonprofits and community residents in assessing, planning and updating goals and policies relating housing, and community development needs for jurisdictions most needy citizens.

Darrell routinely works with the State of California's Housing and Community Development Department and the U.S., Department of Housing and Urban Development, in Washington D.C

Dr. William F. Gayk (STATISTICIAN)

Project Manager

Education 1982 Ph.D. University of California, Riverside (Sociology)

1971 M.A. California State University, Hayward (Sociology)

1969 B.A. California State University, Hayward (Sociology)

Experience Summary

Dr. Gayk is head of Research and Policy Analysis for the firm. His expertise centers around social, economic, health, housing, environmental programs and issues; Short- and long-range program and infrastructure planning and financing; and the Development of demographic and economic estimates and projections for land-use and infrastructure demand models. Prior to the Ramsay Group, Dr. Gayk served as Director for the Center for Demographic Research, California State University, Fullerton.

Relevant Projects (Partial)

- Burr Neighborhood CDBG Low Income Neighborhood Survey, 2010.
 Prepared for the City of Indio
- Population Diversity Analysis, 2015. Prepared for the City of Riverside.
- Population Diversity Analysis, 2015. Prepared for the City of Hemet.
- County of Riverside Draft 5th Cycle Housing Element 2014
- Orange County Board of Supervisors Redistricting 2011.
- Riverside County Projections 2010 County of Riverside, Transportation and Land Management Agency.

Jimmy Ardis MPA-

Senior Project Manager

Education

The College of Charleston Charleston, SC Masters of Public Administration 2008

University of Maryland University College, Bachelors of Science Business Administration – 2006);

Professional Training

GIS Analyst; ArcGIS (geographic information systems); HUD HOME Program Certifled Specialist: Rules& Regulations; Supporting Inclusive Communities through Fair Housing Planning (AFFH training by NCRC/HUD)

Experience Summary

Mr. Ardis is a seasoned and well accomplished planner and project manager for the firm with experience developing AIs for several jurisdictions nationally including serving as a technical advisor (IDIS, ECon Suite and HUD policies and procedures) to several entitlement cities. He has been the former Planning Director for the Cities of San Leandro and Imperial Beach. As the Firm's Senior Program Manager, Mr. Ardis is responsible for all aspects of developing longrange HUD and State planning documents including data research and analysis.





Agenda Report

File #: 2016-409

Item No: 2.C.

City Council

MEETING DATE: 10/12/2016

TITLE:

California Youth Soccer and Recreation Development Program Grant Application for Dennis Keat Soccer Park.

FROM:

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

RECOMMENDATION:

Staff recommends the City Council authorize a California Youth Soccer and Recreation Development Program grant application for lighted futsal court(s) at Dennis Keat Soccer Park; and approve a Resolution in support of the Grant Application.

BACKGROUND:

The State of California Department of Parks and Recreation is soliciting Grant Applications for the 2016 California Youth Soccer and Recreation Development Program (Program). This Grant is part of the Proposition 40-2002 Resources Bond Act passed in March of 2002 which provides funding for local assistance Grant Programs.

The intent of the Program is to provide financial assistance to local agencies and community based organizations to foster the development of new youth soccer/futsal, baseball, softball and basketball recreational opportunities in the State.

There are \$23.3 million in funds available for qualifying projects under this competitive Grant Program cycle. The minimum grant amount is \$75,000 and maximum grant amount is \$1 million per project site. The applications for the Program are required to be submitted by November 1, 2016.

DISCUSSION:

A noticed public meeting was held at Panorama Park on September 20, 2016 to discuss potential Grant funded basketball and/or soccer facilities at Panorama Park. The constituents that attended that meeting made it clear that they did not want formalized soccer facilities at Panorama Park. Their concerns were that existing open space needs to be preserved and that there is a lack of parking within the Park and on the fronting streets. The City also received phone calls and e-mails

from residents that were consistent with what was heard at that Public Meeting. Staff is now focusing on expanding the basketball facilities at the Park and not on soccer facilities.

The proposed Grant funded facilities and Public Meeting results were also presented to the Parks and Events Commission as information. The Parks and Events Commission suggested that additional parking for the Park would be beneficial if the Grant allows. Staff reviewed this request with the Grant writer and confirmed that additional parking facilities would not be Grant eligible.

Staff presented the results of the Public Meeting and the Parks and Events Commission meeting regarding Panorama Park to the City Council on September 28, 2016 in Study Session. An additional comment and signed petition was submitted by a constituent requesting that a futsal court be made as part of the application for Panorama Park.

Based on the comments heard at the Council Meeting, Staff will continue with a basketball based Grant Application for Panorama Park. Notwithstanding these comments heard, City Staff will redirect the soccer and basketball Grant Application work started for Century Park, and substitute it with a lighted futsal court based Grant Application for the Dennis Keats Soccer Park. (Note: It has been determined that the title conveyance for Century Park is in error and it will take time to clear up, thus preventing a Grant Application for this location at this time).

In order to facilitate the Program Grant Application, Staff is attaching a State Parks required Resolution that will be submitted with the Program Grant Application. In order to expedite the Program Grant Applications, Staff is requesting that the City Council approve the attached Resolution at this time, to be sent in with the Program Grant Application.

FISCAL IMPACT:

Grant writing services were approve prior for Century Park (which has stopped) and will be shifted over to this Dennis Keat Soccer Park Grant Application work.

ATTACHMENTS:

1. Dennis Keat Soccer Park Resolution.

Resolution No: _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY APPROVING THE APPLICATION FOR YOUTH SOCCER and RECREATION DEVELOPMENT PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Youth Soccer and Recreation Development Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY APPROVES THE FILING OF AN APPLICATION FOR THE DENNIS KEAT SOCCER PARK LIGHTED FUTSAL COURT PROJECT, AND

- 1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
- 2. Certifies that if the project is awarded the Applicant has or will have sufficient funds to operate and maintain the project, and
- 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
- 4. Delegates the authority to the City Engineer to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
- 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

CERTIFICATION

The City Clerk shall certify and attest that the forgoing is a true and full copy of a Resolution of the City Council of the City of Cathedral City adopted at a duly convened meeting on October 12, 2016, which has not been altered, amended or repealed; shall certify and attest to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

EFFECTIVE DATE

This Resolution shall take effect upon its adoption.

PASSED, APPROVED, and **ADOPTED** at a regular meeting of the City Council for the City of Cathedral City held on this 12th day of October, 2016.

Stanley E. Henry, Mayor City of Cathedral City, California

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 of the City of Cathedral City held on the 13th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gary F, Howell, City Clerk





Agenda Report

File #: 2016-415

Item No: 2.D.

City Council

MEETING DATE: 10/12/2016

TITLE:

Contract Award to CT&T Concrete Paving, Inc. for the Whitewater Bike Path and Contract Amendment with ALTA Planning and Design for Related Professional Services

FROM:

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

RECOMMENDATION:

Staff recommends the City Council approve the award of a contract with CT&T Concrete Paving, Inc. in the contract bid amount of \$3,165,171.74 to construct the Cathedral City Whitewater Bike Path; authorize the City Engineer to negotiate with CT&T to reduce the construction contract to approximately \$2,750,000, include an approximate 10% contingency on the negotiated bid amount for unforeseen construction contingencies, include \$40,000 for inspection and testing services, and approve a Time and Materials Amendment to the Professional Services Agreement with ALTA Planning and Design not to exceed \$100,000, thereby, making the estimated encumbrance \$3,200,000.00; authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the Project; and authorize the City Manager to execute the contract.

BACKGROUND:

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

Cathedral City Whitewater Bike Path (Project). The City proposes to construct a paved bicycle/pedestrian path on the west levee of the Whitewater River between Vista Chino and Ramon Road. The work will be performed within the existing Riverside County Flood Control and Water Conservation District right-of-way.

On November 16, 2015, Council approved an Intergovernmental Agreement with the Coachella Valley Association of Governments (CVAG) to complete the Cathedral City Bike Path, which is planned on the west bank of the Whitewater River Channel between Vista Chino Drive and Ramon Road. Cathedral City hired the same design and environmental consulting firms that were working on CV Link so that the Cathedral City Bike Path would be designed consistent with CV Link standards. The City paid for the design and environmental work with Caltrans Bicycle Transportation Account (BTA) grant funds. On July 13, 2016, the Cathedral City Council certified the Bike Path Initial Study/Mitigated Negative Declaration Addendum, in compliance with California Environmental Quality Act (CEQA).

On August 10, 2016, Council approved an Agreement with the City of Palm Springs for construction and maintenance of the northern segment of the bike path that is within Palm Springs corporate limits.

Construction of the Cathedral City Bike Path is anticipated to start in November 2016 and should be complete by spring 2017.

DISCUSSION:

Staff circulated a call for bids to construct the Project on July 29, 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 August 30, 2016. Six contractors submitted bids as follows:

CT&T Concrete Paving, Inc.	Diamond Bar, Ca.	\$3,165,171.74		
Ortiz Enterprises	Irvine, CA	\$3,717,290.00		
Griffith Company	Brea, CA	\$3,760,067.00		
Riverside Construction	Riverside, CA	\$3,770,804.00		
Granite Construction	Indio, CA	\$3,880,000.00		
CS Legacy	Pomona, CA	\$4.114,985.00		
The Engineer's estimate of east for the Dreiset is \$2,000,000,00				

The Engineer's estimate of cost for the Project is \$2,800,000.00.

CT&T has recently completed similar projects, including the San Joaquin Sidewalk Improvements, Sidewalk repairs in the City of Chino and the City of San Clemente and City wide sidewalk improvements for the City of Southgate and the City of Corona.

ALTA's services during construction include project administration, request for information, shop drawing and submittal reviews, attendance at construction meetings, assistance with project design changes and preparation of as-constructed drawings.

Start of construction is contingent upon receipt of an encroachment permit from RCFCD and is anticipated to start in late November or early December and be completed in March of 2017.

ENVIRONMENTAL ANALYSIS:

The project has been approved through the CEQA process.

FISCAL IMPACT:

Staff and the design team have identified changes to the design that will result in reducing the construction cost by approximately \$500,000. State Public Contract Law prohibits negotiation with a contractor until a contract has been signed, and CT&T has agreed to negotiate with staff to reduce costs once the contract is in place.

The South Coast Air Quality Management District (SCAQMD) awarded CVAG \$17,400,000 in Sentinel Mitigation (AB 1318) funds for construction of the CV Link project. CVAG's agreement with SCAQMD identifies funding for an "early action segment". CVAG proposes to allocate the designated early action segment funds and, as necessary, other SCAQMD funds, to supplement the \$450,000 the City has budgeted for construction of the Cathedral City Bike Path. Amendments to the Cooperative Agreement with CVAG that include CVAG's obligation to fund the Bike Path project are included in a separate Agenda Report.

File #: 2016-415

ATTACHMENTS: CT&T Construction Contract ALTA Professional Services Agreement Amendment

SECTION 1300

CONTRACT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "**City**, and CT&T CONCRETE PAVING, 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 **CATHEDRAL CITY WHITEWATER BIKE PATH BID NO. B16-05E, CITY PROJECT NO. 7015** (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 July 29, 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 August 30, 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 **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 total compensation to Contractor for all Work shall not exceed Three Million, One Hundred Sixty Five Thousand, One Hundred Seventy One dollars and Seventy Four cents. (\$3,165,171.74). 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 McClendon, City Manager	
ATTEST:	
	Dated:
Gary Howell, City Clerk	Ducu
APPROVED AS TO FORM:	
Eric Vail, City Attorney	Dated:
Eric vall, City Attorney	
"CONTRACTOR"	
Dated:	By:
	Nama
	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 October 12, 2016, awarded to CT&T Concrete Paving, Inc, hereinafter designated as the Principal, a Contract for the CATHEDRAL CITY WHITEWATER BIKE PATH, BID NO. B16-05E, CITY PROJECT NO. 7015, 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 **October 12, 2016, awarded to CT&T Concrete Paving, Inc,** hereinafter designated as the Principal, a Contract for the **CATHEDRAL CITY WHITEWATER BIKE PATH, BID NO. B16-05E, CITY PROJECT NO. 7015**, 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.



PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT CITY PROJECT NO. 7015

CATHEDRAL CITY WHITEWATER BIKE PATH

CONSULTANT: ALTA Planning and Design. Attention: Michael Rose, Principal 711 Grand Avenue Portland, OR 97214

CONTRACT AMENDMENT NO. 1

Pursuant to the terms of the original Professional Services Agreement, you are hereby directed to make the herein described changes or do the following described work not included in the original scope of work for this Contract. Unless otherwise stated all work shall conform to the terms, general conditions, and special provisions of the Contract.

This contract amendment authorizes ALTA Planning and Design to perform the work outlined within the following Scope of Work:

Introduction and Understanding

This scope of work has been prepared at the request of Cathedral City to provide construction observation and administration services for the Cathedral City Whitewater Bike Path. The subject segment is located along the west bank of the Whitewater River between Ramon Road on the south and Vista Chino on the north. The project is approximately 2.3 miles in length and project improvements are planned primarily within the right-of-way of the Whitewater River under the jurisdiction of the Riverside County Flood Control and Water Conservation District (RCFCWCD).

For background context, the pathway is between Vista Chino and Ramon Road. The path assembly is assumed to be a 19 to 20-foot-wide path separated by user types, or a 10 foot wide one-way path where the need to navigate around existing percolation ponds exist.

Scope of Work Task 1. Project Administration

The Alta project manager will maintain the project schedule, provide monthly progress reports, organize and lead project meetings as well as provide meeting minutes.

Task 2. Construction Administration / Observation

The Alta team will remain available to City to answer technical questions related to the design documents during bidding and construction phase of the project. Specifically, Alta will provide the following bidding and construction administration services:

- Respond to bidder questions during the bid period.
- The Alta Project Manager will coordinate and attend the pre-bid meeting at the project site.

• Attend up to twenty (20) construction meetings with the selected contractor to assist with construction questions based on final construction documents or field conditions. Alta will follow up each meeting with a set of meeting minutes with clear direction and responsible party on follow-up tasks.

- Assist the City with issuance of change orders; review RFI's, submittal reviews and clarification requests.
- Prepare as-built drawings in electronic, AutoCAD format for review and approval by City.

Payment for the additional services shall be made on a time and materials basis for a not-to-exceed price of \$100,000.

Previous Contract Amount : \$ 139,081.00 Add/Deduct this Amendment: \$ 100,000.00 Revised Contract Total: \$ 239,081.00

The contract completion date for the engineering phase is not affected by this contract amendment.

*******	*******	* * * * * * * * * * * * * * * *	******	*********	******	******	******	******
APPROVED BY					DATE			
	Charles	P. McClendon	, City	Manager				

We, the undersigned Consultant, have given carefull consideration to the changes proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, perform all labor, except as may be noted above, and perform all services necessary to complete the above specified work, and hereby accept as maximum payment the amount shown above.

Accepted By:_____

Title:_____

Consultant: ALTA Planning and Design

Date:_____





Agenda Report

File #: 2016-420

Item No: 2.E.

City Council

MEETING DATE: 10/12/2016

TITLE:

Amendments to the Cooperative Agreement with CVAG for the Whitewater Bike Path

FROM:

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

RECOMMENDATION:

Staff recommends the City Council approve amendments to the Cooperative Agreement with CVAG for the Cathedral City Whitewater Bike Path to allow the use of South Coast Air Quality Management District CV Link Grant Funds for construction of the project.

BACKGROUND:

On November 16, 2015, Council approved an Intergovernmental Agreement with the Coachella Valley Association of Governments (CVAG) to complete the Cathedral City Bike Path, which is planned on the west bank of the Whitewater River Channel between Vista Chino Drive and Ramon Road. Cathedral City hired the same design and environmental consulting firms that were working on CV Link so that the Cathedral City Bike Path would be designed consistent with CV Link standards. The City paid for the design and environmental work with Caltrans Bicycle Transportation Account (BTA) grant funds. On July 13, 2016, the Cathedral City Council certified the Bike Path Initial Study/Mitigated Negative Declaration Addendum, in compliance with California Environmental Quality Act (CEQA).

DISCUSSION:

The City of Cathedral City received six bids for the project, which were opened on August 30, 2016. The lowest bid, from CT&T Concrete Paving, was for \$3,165,171.74. The City has \$450,000 budgeted for construction of the Bike Path, primarily from a Bicycle Transportation Account (BTA) grant from Caltrans. The South Coast Air Quality Management District (SCAQMD) awarded CVAG \$17,400,000 in Sentinel Mitigation (AB 1318) funds for construction of the CV Link project. CVAG's agreement with SCAQMD identifies funding for an "early action segment". CVAG proposes to allocate the designated early action segment funds and, as necessary, other SCAQMD funds, for construction of the CV Link standards and will be

incorporated into CV Link if constructed.

FISCAL IMPACT:

The City's share will be \$450,000 which is included in the current five year CIP. The BTA funds were awarded in 2009 and must be spent by April 30, 2017. CVAG presented this proposal to the SCAQMD and received preliminary approval. However, in order to utilize AB 1318 funds for project construction, the existing cooperative agreement between CVAG and Cathedral City requires minor changes to be consistent with language in CVAG's agreement with the SCAQMD. These changes are included in the attached amended Cooperative Agreement. Approval of the changes will assure adequate funding for the Bike Path project.

ATTACHMENTS:

Amended CVAG Cooperative Agreement

COOPERATIVE AGREEMENT BY AND BETWEEN CVAG AND CITY OF CATHEDRAL CITY for Cathedral City Whitewater Channel Bike Path Construction

THIS AGREEMENT is made and entered into this 12th day of October, 2016, by and between the City of Cathedral City ("City"), and the Coachella Valley Association of Governments ("CVAG"), a California joint powers authority, (each a "Party," and collectively the "Parties," to this agreement,) and is made with reference to the following background facts and circumstances:

A. In 2008 and 2009, the City applied for and received funding for the design and construction of the Cathedral City Bike Trail ("CCBT"), a Class 1 bicycle path along the banks of the Whitewater Channel between Vista Chino and Ramon Road, from two grants funded by the Caltrans Bicycle Transportation Account ("the BTA grants"), which funding may be lost if not utilized in the near future;

B. In 2012, CVAG began to study the possibility of the "CV Link" project, a multi-use roadway that, at various points, will be sited along the banks of the Whitewater Channel as it traverses the Coachella Valley and which is intended to offer pedestrians, bicyclists and those using low-speed electric vehicles a safe and convenient alternative to travel on existing roadways that are primarily intended for high-speed vehicular travel;

C. The CV Link project is in the very early planning stages. CVAG has contracted with Terra Nova to act as the consultant for the environmental services related to the CV Link project, including compliance with the California Environmental Quality Act; and CVAG has contracted with Alta Planning+Design for the design work related to the CV Link project;

D. Design, engineering and environmental review of the proposed model for the CV Link project is not complete, the project has not yet been approved, and construction is not expected to begin until the year 2017, or later, if the project is ultimately approved;

E. However, funding is immediately available to the City for the CCBT. Specifically, there is currently available to City, from one of the two BTA grants, a balance of \$195,576 for design, engineering, and environmental compliance for the CCBT. In addition, the sum of \$405,000 is available to the City from the second of the two BTA grants, which sum may be used for construction of the CCBT, which will be able to accommodate bicyclists, pedestrians and may be able to accommodate low-speed electric vehicles;

F. The City has had the CCBT project in development since 2008, predating planning for CV Link. The City would construct the CCBT project regardless of CV Link, thereby establishing its independent utility. However, for purposes of prudent

1

planning and responsible use of public funds, the City wants to complete this independent project incorporating CV Link design criteria so that if CV Link is constructed the CCBT will not need to removed and replaced;

G. The Parties wish to enter into this cooperative agreement whereby the City will immediately utilize the BTA grant funds for the design, engineering, environmental compliance and construction of the CCBT consistent with the proposed CV Link model to allow the possibility that CVAG might later be able to assume responsibility for the operation and maintenance of the CCBT if the CV Link project is subsequently approved for construction;

H. CVAG has been allocated funding from the South Coast Air Quality Management District (SCAQMD), under AB 1318 Sentinel Mitigation Fees Fund, for CV Link construction costs. Pursuant to the agreement between CVAG and SCAQMD, AB 1318 funding may be applied to construction of the Cathedral City Bike Path, with the City performing as a "Subcontractor" to CVAG.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties mutually agree as follows:

1. City has the option to contract with Terra Nova and Alta Planning+Design for the environmental and planning services specific to the design of the CCBT as consistent as practicable with the proposed model for the remainder of the CV Link project. The cost of said services, which are estimated to be equal to the remaining amount of the first of the two BTA grants shall be paid by City.

2. Although all decisions concerning engineering and environmental matters shall be at the sole discretion of the City, the final design of the CCBT shall be subject to review and reasonable approval by CVAG prior to the commencement of any construction. CVAG's review and reasonable approval shall be completed within thirty (30) days of submittal by the City.

3. City may then seek bids for the construction of the roadway portion of the CCBT, the specifications for which shall be as consistent as practicable with the proposed CV Link model; provided, however, that other amenities that might be proposed for the CV Link project may not be included in the design of the CCBT.

4. The City shall contract with the successful bidder for the construction of the CCBT. CVAG shall reimburse City for costs in the manner provided hereinbelow. Notwithstanding any other provisions herein, City shall utilize all grant funds available to the City for the construction of the Cathedral City Path as the first source of funding. CVAG shall not be obligated for any monetary contributions that have not been approved and budgeted for this project.

5. At such time as CVAG's legislative body authorizes CVAG (or its contractor and/or agent) to do so, CVAG shall incorporate the CCBT into the CV Link project and thereafter assume responsibility for the operations and maintenance of the CCBT. However, until the CCBT is accepted by CVAG and incorporated into the CV Link project, Cathedral City shall be solely responsible for the operation and maintenance of the CCBT.

MISCELLANEOUS PROVISIONS

6. At such time as funds are authorized and budgeted by CVAG for reimbursement to City of construction costs associated with the CCBT, reimbursement shall be made as follows: The City shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, City shall submit invoices to CVAG requesting reimbursement. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to City, and documents evidencing City's payment of the invoices or demands for payment. City shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. City shall submit invoices not more often than monthly and not less often than guarterly.

6.1 Upon receipt of an invoice from City, CVAG may request additional documentation or explanation of the costs for which reimbursement is sought. Undisputed reimbursement amounts shall be paid by CVAG to City within thirty (30) days. CVAG will subsequently seek reimbursement from SCAQMD.

6.2 If a post-payment audit or review indicates that CVAG has provided reimbursement to City in an amount in excess of that permitted under this agreement, City shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

6.3 Prior to any final payment to City by CVAG, a final report shall be submitted to CVAG by City containing a record of all payments made for the CCBT and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility for the CV Link project.

6.4 The format used for all bids solicited by City for the CCBT shall require itemization sufficient to allow quantities of each bid item to be easily discernible. If requested by CVAG, it shall be the responsibility of City to determine what, if any, portion of the work is an enhancement to any specifications adopted for the CV Link model, for which there shall be no reimbursement.

6.5. City shall maintain an accounting of all funds received from CVAG pursuant to this agreement in accordance with generally accepted accounting principles. City agrees to keep all contracts and records for a period of not less than three years from the date a notice of completion is filed by the City for the CCBT; or, if the CCBT is not the type of project for which a notice of completion would normally be recorded, for three years from the date of completion. The City may keep the records in either electronic or hard copy format. City shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the CCBT. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

6.6 City shall allow CVAG access to and use of all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of the planning, approval and construction of the CCBT. Any copies

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of said originals obtained by CVAG may be used, reused, or otherwise disposed of by CVAG without the permission of City.

6.7 The Parties agree that announcements, news releases and other communication materials describing the project shall acknowledge "The project was made possible by a grant from the South Coast Air Quality Management District AB 1318 Mitigation Fees Fund to reduce or mitigate emissions within Coachella Valley."

6.8 The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this agreement.

This [x] "was prepared as a result of work paid for, in whole or in part, by a grant from the South Coast Air Quality Management District (SCAQMO). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SCAQMD. SCAQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SCAQMD has not approved or disapproved this report, nor has SCAQMD passed upon the accuracy or adequacy of the information contained herein."

7. The occurrence of any one or more of the following events shall, at the non-defaulting Party's option, constitute an Event of Default and the defaulting Party shall provide the other Party with immediate notice thereof.

7.1 Any warranty, representation, statement, report or certificate made or delivered to the other Party or any of its officers, employees or agents, now or hereafter, which is incorrect, false, untrue or misleading in any material respect;

7.2 A Party shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this agreement or any amendment to this agreement, or any agreement delivered in connection with the CCBT; or,

7.3 There shall occur any of the following: dissolution, termination of existence or insolvency of a Party; the commencement of any proceeding under any bankruptcy or insolvency law by or against a Party; entry of a court order which enjoins, restrains or in any way prevents a Party from paying sums owed to creditors.

8. No waiver of any Event of Default or breach by one Party hereunder shall be implied from any omission by any other Party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one Party to or of any act by any other Party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

9. This agreement is made and entered into for the sole protection and benefit of the City and CVAG, and no third person shall have any right of action under this agreement.

10. This agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with City as to the CCBT. The City shall assume the defense of, indemnify and hold harmless, CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the City related to the CCBT or taken in the performance of this agreement or any agreement entered into by City with reference to the CCBT. CVAG shall assume the defense of, indemnify and hold harmless the City, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from (a) the actions of CVAG taken in the performance of this agreement or (b) litigation concerning compliance with environmental laws specific to CV Link and not associated with the CCBT prior to any subsequent incorporation into the CV Link project.

11. City agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by City on each contract. City will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.

12. City agrees that any agreements between the City and third parties relating to the project, including right of way agreements with the Riverside Flood Control and Water Conservation District, include provisions allowing them to be transferred to CVAG. City agrees that such transfers will occur at CVAG's discretion.

13. Any dispute concerning a question of fact arising under this agreement that is not disposed of by voluntary negotiations between the Parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by the Parties. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit any Party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse the City from full and timely performance in accordance with the terms of this agreement.

14. The City and CVAG mutually warrant that all aspects of the CCBT shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. The Parties will execute and deliver to each other such further documents and do other acts and things as are reasonably requested in order to comply fully with all applicable requirements and to effect fully the purposes of this agreement.

15. This agreement may not be assigned by either Party without the express written consent of the other Party.

16. The Parties and their successors in interest and assigns shall be bound by all the provisions contained in this agreement.

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17. No officer or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by either Party or for any amount which may become due to either Party or to its successors, or for breach of any obligation of the terms of this agreement.

18. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding.

19. No officer or employee of either Party shall have any personal interest, direct or indirect, in this agreement; nor shall any such officer or employee participate in any decision relating to this agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

20. City warrants that the funds received by City pursuant to this agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this agreement.

21. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to CVAG:	Tom Kirk, Executive Director Coachella Valley Association of Governments 73-710 Fred Waring Drive Palm Desert, CA 92260 Telephone: (760) 346-1127 FAX No.: (760) 340-5949
If to CITY:	Charles P. McClendon, City Manager City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Telephone: (760) 770-0340 FAX No.: (760) 770-0399

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

22. This agreement sets out the entire agreement between the Parties, and is intended by the Parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this agreement, is null and void.

23. If any term, provision, condition, or covenant of this agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

24. In the event any Party hereto brings an action or proceeding for a declaration of the rights of the Parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

25. Time is of the essence in this agreement, and each and every provision hereof in which time is an element.

26. This agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, and State of California.

27. Each Party warrants that the execution, delivery and performance of this agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

28. This agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each Party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives on this date:

ATTEST:

CITY OF CATHEDRAL CITY

By:

By: _

Stan Henry, Mayor

City Manager

Charles P. McClendon

CVAG By: Tom Kirk, Executive Director



Agenda Report

File #: 2016-403

Item No: 2.F.

City Council

MEETING DATE: 10/12/2016

TITLE:

Approve a Purchase Order with Petrochem Materials Innovation, LLC (PMI) to Supply and apply Rubberized Emulsion Aggregate Slurry (REAS) for the Third Phase of the City's Pavement Management Program (PMP) and perform minor patch repairs on East Palm Canyon.

FROM:

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

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute the required "piggyback" contract/purchase order documents with PMI to supply and apply REAS to City Staff designated streets for the Third Phase of the PMP and include traffic control and striping in the amount of \$327,470.20 and authorize the City Manager (or designee) to execute the required contract documents; and approve a ten percent (10%) contingency in the amount of \$32,747 dollars for unforeseeable construction costs; and approve \$5,000 for staff labor to perform inspection and materials testing; and authorize the City Engineer to request insurance for this project and issue a Notice of Proceed; and, thereby making the Phase Three of the Pavement Management Program expenditure \$365,217.20; and authorize the City Engineer to coordinate and contract outside services for additional street patch repairs on East Palm Canyon with conventional asphalt and REAS while PMI is working within the City not to exceed \$30,000.

BACKGROUND:

On September 14 2015, staff provided the City Council with an update and opened a discussion on some of the projects and future efforts the City will be initiating in the Dream Homes neighborhood. One of the projects included in this discussion was an application of rubberized emulsion aggregate slurry (REAS) to the asphalt in this area to maintain and prolong the life of these streets. At the time, staff was waiting on a cost estimate from PMI to determine if the entire neighborhood would be able to receive treatment.

DISCUSSION:

City staff is requesting authorization to utilize cooperative purchasing to "piggyback" on the City of Los Angeles' contract with PMI to furnish REAS for the Third Phase of the Pavement Management

Plan. The City of Los Angeles conducted a competitive bid process and a contract was awarded to PMI on 01/01/2016.

PMI has evaluated the condition of the streets with City Staff and has determined the REAS application will have an average spread ratio of approximately 10 square feet per gallon. Based on this evaluation and subsequent calculations, PMI prepared a cost estimate that includes the price of the slurry, machinery, and labor. The cost estimate also includes traffic control and striping in the contract with PMI. The contracts for each phase of the program are based on the amount of funding available in this assessment district.

Staff is proposing to apply REAS to each of the residential streets within the assessment district only. The Public Works Division is currently applying crack seal to these streets in preparation of the REAS. Staff is currently working with PMI to coordinate traffic control and resident parking to have minor inconvenience throughout the duration of this Phase. Each address and parcel in the Dream Homes will be pre-noticed in addition to the notice provided by PMI. Staff has also been in contract with the Palm Springs Unified School District in anticipation of this REAS project. No Sunline Transit bus routes will be impacted during this work.

Staff is lastly proposing to make repairs to existing rubberized pavement on East Palm Canyon (EPC) while PMI is working within the City. The work will involve hiring a contractor to grind designated areas in need of repair, replace with conventional asphalt and applying REAS over the surface.

ENVIRONMENTAL ANALYSIS:

No environmental impact. All slurry is Categorically Exempt as it involves work on existing streets and is listed as a Class 1 Exemption under CEQA Guidelines §15301.(c).

FISCAL IMPACT:

The PMI cost estimate for AD 2004-01 (Dream Homes) is calculated at \$327,470.20. In addition to the cost estimate, staff is seeking approval of a ten percent (10%) contingency of \$32,747 to be applied for unforeseeable construction circumstances; approval of \$5,000 for inspection and materials testing; and thus, making the total amount of Phase III \$365,217.20.

City Engineer street patch repairs will be funded by Gas Tax (Fund 231) and Measure A (Fund 243) and will not to exceed \$30,000.

ATTACHMENTS:

1. Attachment No. 1: PMI Phase III Agreement Package.

AGREEMENT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "City," and Petrochem Materials Innovation (PMI), LLC, herein referred to as, "Contractor."

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services to supply and install Type II Rubberized Emulsion Aggregate Slurry (REAS) delivered from an approved Central Plant for the Pavement Management Program first part of Phase II programmed streets, including traffic control and striping, thermoplastic stop bars, legends and crosswalks in accordance with Attachments A thru H, in the City of Cathedral City, California.

2. Contractor shall comply with all Federal, State, County, and 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 execution of this agreement and purchase order and agrees to have all work completed within the specified **7 working days**.

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 proposal, attached hereto, in the amount of **Three Hundred Twenty-Seven Thousand, Four Hundred Seventy Dollars and 20/100 (\$327,470.20)**. All payments shall be subject to approval by the City Engineer.

6. The Contractor shall not knowingly pay less than the higher of the Federal minimum wage rate or 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. 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).

8. 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 on Attachment B. 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 and the County of Riverside as 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.

9. 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.

10. 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.

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

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

13. 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.

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

15. 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.

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

17. 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.

18. The further terms, conditions, and covenants of the Contract are set forth in Attachments A thru H, 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 P. McClendon, City Manager						
ATTEST:						
	Dated:					
Gary F. Howell, City Clerk						
APPROVED AS TO FORM:						
	Dated:					
Eric S. Vail, City Attorney						
"CONTRACTOR"						
Dated:	By:					
	Name: Michael V. Burris					
	Title: Chief Executive Officer (CEO)					
Dated:	By:					
	Name: Frank B. Hoffman					
	Title: Chief Financial Officer (CFO)					
"CONTRACTOR"						
(If corporation, affix seal)						

ATTACHMENT A

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

ATTACHMENT B

LIABILITY AND INSURANCE REQUIREMENTS

1.0 **INDEMNIFICATION**

The Contractor shall indemnify, hold harmless and assume the defense of the City of Cathedral City (City), its elected officials, officers, agents, employees, commission members and representatives, from all damages, costs, or expenses in law or equity that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's 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 shall 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

The Contractor shall provide evidence of 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 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.

2.2 Commercial General Liability Policy

The Contractor shall maintain during the life of the Contract, a Commercial General Liability Policy, on an occurrence basis, with a minimum limit of not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage for any one occurrence and a Four Million Dollar (\$4,000,000) 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 maintain during the life of this Contract a Commercial Business Auto Policy, on an occurrence basis, with a minimum amount of not less than Two Million Dollars (\$2,000,000) 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 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 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:

John A. Corella, P.E., City Engineer 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 above stated location, identified in Section 2.5, <u>Endorsements</u>. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified here.

ATTACHMENT C

PMI CERTIFICATE OF LIABILITY INSURANCE

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CE	RTIF	ICATE HOLDER					CAN	ELLATION				
City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City, CA 92234					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
							-63	RIZED REPRESE	NTATIVE			
<u> </u>		I				· ·	•	© 1988	-2014 ACOF	RD CORPORATION. AI	right	s reserved

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ATTACHMENT D

CATHEDRAL CITY COST ESTIMATE



City of Cathedral City Summary of Estimated Charges								
Purchased of the Central Mix Type II		\$193,453.20						
78,000 Gallons x \$2.01/gallon =\$156,780.00 + Sales Tax 9% =\$ 14,110.20								
Freight: (\$3/Mile – 230mile roundtrip)\$690/per load + Sales Tax 9%	30Loads = \$20,700.00 = \$1,863.00							
Equipment Rental		\$138,117.00						
2 Application Truck \$4,032/day 3 Service Haul Truck \$800/day 1 Slurry Box \$250/day 1 Slurry Pump \$500/day 1 Jobsite Storage Tank \$1000/day 30 Tanker Trailers \$200/day	5 Days = \$20,160.00 5 Days = \$3,000.00 5 Days = \$1,250.00 5 Days = \$2,500.00 5 Days = \$5,000.00 5 Days = \$6,000.00							
Drivers(2) + Pumper(1)\$95/hour/person(8hrs/day) Crew/Labor(4) = 1 Operator + 3 Squeegees Per Diem (\$150per person/perday)(10people) Post and Notified (2men 8hrs/day) Cover Manholes (2men 8hrs/day) Door Hangers Traffic Control Water Truck \$500/day Sweeping (subcontractor) \$185/hours 8hrs/day Striper (subcontractor)	5 Days = \$11,400.00 5 Days = \$15,200.00 5 Days = \$7,500.00 5 Days = \$7,600.00 1 Each = \$7,600.00 7 Days = \$7,000.00 7 Days = \$7,000.00 7 Days = \$3,500.00 7 Day = \$10,360.00 = \$25,647.00							

Total Estimated Charges (Included Sales Tax)

*Prices Includes: Type II Central Mix REAS, Transportation of Material, Traffic Control, posting and notifying, sweeping, equipment and labor for application of a minimum of 16,000 gallons per day.

Prices Excluded: Removal of striping/RPM's markings, and any required prep work on the asphalt surface.

The foregoing quotation is subject to all the Terms and conditions set forth in PMI's Master Terms and Conditions and the application for open business credit agreement entered into by and between Petrochem Materials Innovation, LLC. and customer. If terms and conditions are not attached, please call our office.

Name: Vicki Nguyen

760-603-0961 phone 760-603-0962 fax 6168 Innovation Way Carlsbad, CA 92009 Date: <u>9/22/16</u>

pmitechnology.com

Contractor #991274

Quote 2016-45

\$327,470.20

ATTACHMENT E

PMI'S REPRESENTATIONS AND WARRANTIES

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

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

b. All the documents executed by PMI pursuant to this Agreement will be duly authorized, executed and delivered by PMI and will be legal, valid and binding obligations of PMI enforceable against PMI in accordance with their respective terms, and will not violate any provisions of any agreement to which PMI is a party or to which it is subject.

c. PMI has manufactured the Central Mix and has centrally mixed the Central Mix in accordance with Sections 203-5.5 and 203-5.5 .3, respectively, of the Greenbook.

d. PMI has good and marketable title to the Type II Central Mix, which is to be sold and transferred to the City free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind and nature whatsoever.

e. The Central Mix and Equipment are free from all defects and are of good quality and fit for the purposes and uses intended herein.

f. PMI possesses the ability to deliver approximately **78,000** gallons of Type II Central Mix daily to Cathedral City, California, during the term of this Agreement.

g. The Equipment has been maintained in substantial accordance with the specifications of the Equipment manufacturers, or has otherwise been maintained in a manner to enable PMI to complete the Project.

h. PMI has inspected the Equipment and the Equipment is or will be in good and operable condition as of **November 1, 2016**, sufficient to enable PMI to complete the Project on a timely basis.

PRODUCT AND DELIVERY WARRANTIES

a. PMI hereby warrants that the Type II Central Mix product (sometimes hereinafter, "Product") will not Fail (as defined hereinafter) for five (5) years from the date of application (hereinafter, "Useful Life"), provided all persons involved in the installation of the Product substantially follow the guidelines, instructions, recommendations and best practices published and/or provided by PMI. The City hereby grants PMI and its representatives, in consultation with the City's inspector, the right to inspect, observe, monitor, provide instructions and recommend corrective actions to the City and any person installing the Product on all applications of the Product, including, without limitation, compliance with the guidelines and best practices for the application of the Product. The granting of this right to PMI and its representatives does not impose any additional duty on PMI or its representatives in addition to those duties outlined in this Agreement.

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

c. Provided PMI and the City mutually agree, either Steve Marvin, of LaBelle Marvin, or Steve Escobar, of Asphalt Pavement and Recycling Technology, shall make the exclusive determination of whether the Product "Failed" during its Useful Life and, if so, identify the areas and the square footage of Failure that "Failed." If PMI elects not to perform the repair itself, then PMI shall pay one hundred percent (100%) of the Product material cost for the percentage of "Failed" square footage, and for any related Labor and Incidental Costs to the extent there may be any Labor and Incidental Costs during the first year of the Product's Useful Life. If Steve Marvin or Steve Escobar are unavailable to make the determination of whether the Product "Failed," an independent engineer approved by both the City and PMI with qualifications and experience as extensive as Steve Marvin's or Steve Escobar's shall be used. This warranty only applies to the Product Failed, PMI will bear the cost of the evaluation. If the evaluator concludes the Product Hail, the City will bear the cost of the evaluation.

d. This warranty shall be ineffective unless the City provides PMI written notice of any problems, defects or perceived Failures of the Product within thirty (30) days of the City's discovery of the problem, defect or perceived Failure. PMI shall be given the opportunity to inspect, investigate, test, repair and remediate any alleged problems, defects or failures in connection with the Product prior to any repair by the City, and, repair without notice shall void and waive this warranty. Inspection, investigation, testing, repair and remediation by PMI shall not operate as an admission of liability by PMI.

e. Subject to Sections 21b and 21f hereof, regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall PMI be liable to City for any special, consequential, incidental, exemplary, punitive, indirect or similar damages, including loss of profits, Joss of use, or personal injury, in connection with any Failed Product, even if PMI has been advised of the possibility of such damages.

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

ATTACHMENT F

PMI MASTER TERMS AND CONDITIONS



Master Terms and Conditions

1. Binding Agreement. The following terms and conditions constitute a binding agreement ("Agreement") effective as of July 1, 2015 ("Effective Date") by and between Petrochem Materials Innovation, LLC, a California limited liability company ("Company") and the undersigned customer ("Customer") and govern all goods sold and all Equipment (as defined hereinafter) rented, leased or provided by Company to Customer and shall be deemed to be incorporated in all invoices, purchase orders, price quotations and shipping confirmations. Company and Customer are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties." For purposes of this Agreement the term "Equipment" shall mean all trucks, trailers, tractors, pumpers, tankers, tanks, mixers, vehicles and tools. Nothing contained in any purchase order, memoranda or other writing submitted by Customer to Company shall modify, amend or supersede this Agreement or any portion thereof. Customer's submission of any provisions that are inconsistent, in conflict with or create any ambiguity with this Agreement or any portion thereof are rejected. Company's failure to object to any different terms or conditions shall not constitute acceptance or approval by Company.

2. Quotations and Pricing. All price quotations provided by Company to Customer shall only be valid for the duration and project specified in the written quotation provided by Company. Company reserves the right in its sole and absolute discretion to decline to quote or sell to Customer. Company shall not be liable for any refusal to quote Customer or rejection of any offer to purchase by Customer. Any request for quotation by Customer shall constitute a representation that Customer is solvent. All requests for quotation shall specify the name and address of the project where the goods and Equipment will be used, name and address of the original contractor, name and address of the public agency and any other information reasonably requested by Company to enable Company to serve a Preliminary Notice or Stop Notice pursuant to the California Civil Code. Company's issuance of a quotation to Customer shall not obligate Company to provide any future quotations to Customer. Company reserves the right to require Customer to adhere to quality control measures imposed by Company in its sole and absolute discretion as a condition of accepting any offer to purchase by Customer and/or delivering goods and/or renting Equipment to the Customer. The parties agree that the foregoing provision is reasonable based on the need to maintain the quality of the goods, their application, the reputation of the brand and to maintain public safety. Customer shall be free to resell the goods purchased from Company at any price selected by Customer. The Equipment identified in any price quotation is subject to availability. Unless expressly provided in any price quotation, the prices in the quotation do not include an operator(s). The prices set forth in any price quotation will be charged from the time the Equipment leaves Company's facility until it is returned, without proration for partial days and without regard as to whether the Equipment is actually used unless specifically provided otherwise in the applicable price quotation.

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3. <u>Delivery and Risk of Loss.</u>

a. If the Company delivers the goods, delivery shall take place and all risk of loss shall pass when Company delivers the goods to the project and they pass the last flange on Company's truck or trailer. If the Customer or its representative pick up the goods, delivery and all risk of loss shall pass when the goods pass the last flange on Company's piping at Company's plant. Company shall have the right to allocate goods to its customers pro rata in the event the Company experiences a shortage of goods. All claims for defective goods shall be made within ten (10) calendar days of delivery. Failure to make a claim within that time shall operate as unequivocal acceptance and waiver of all claims.

b. Delivery of the Equipment from Company to Customer shall take place when the Equipment leaves the gate at Company's South Gate or El Cajon facilities, as applicable, and shall not be deemed to be returned until the Equipment is delivered back inside of the gate at Company's South Gate or El Cajon facilities, as applicable, in the same condition as when the Equipment left, ordinary wear and tear excepted. Customer shall be responsible for all risk of loss, damages and liability from the point in time that the Equipment leased or rented by Company to Customer leaves the gate at Company's facility until it is returned back inside the gate at Company's facility. Customer shall be solely responsible for the loss of any materials transported or mixed in the Equipment leased or rented by Company to Customer after the Equipment leaves Company's facility and before it is returned to Company's facility including, but not limited to, any loss of materials which solidify, break, or become stuck as a result of the failure of the Customer to follow the operating instructions for the Equipment. Customer shall operate the Equipment in compliance with all applicable laws, ordinances and regulations. Customer shall be solely responsible for all fines and violations arising out of or relating to the Customer's use or operation of the Equipment. Customer is only obtaining the right to use the Equipment specified in the applicable price quotation and shall obtain no ownership interest in the Equipment.

4. Payment Terms. Company's standard terms of sale of goods and rental of Equipment are cash on delivery unless the Company grants credit to Customer in Company's sole and absolute discretion. All goods, applicable freight and insurance charges and Equipment rental charges will be invoiced as of the date of delivery. Company reserves the right to suspend credit, change credit terms or deny credit in its sole discretion at any time with or without notice to Customer. Company reserves the right to require from Customer adequate assurances of performance before delivery of goods or rental of Equipment. Company reserves the right to suspend performance until Company receives adequate assurances satisfactory to Company. Company shall have the right to take possession of the Equipment and/or goods if Customer fails to make timely payment within forty eight (48) hours of the time that Customer is deemed to have received written notice of failure to make payment. Payment by Customer to Company shall not be contingent upon Customer receiving payment from any third party. Customer shall pay all sales, use and excise taxes. Interest at eighteen percent (18%) per annum shall accrue on all past due payments. Customer's failure to pay invoices when due, at Company's election shall make all subsequent invoices immediately due and payable irrespective of prior negotiated terms. Company may withhold delivery or shipment of goods or rental of Equipment until Customer's account is settled in full. Customer expressly waives any liability

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of Company for any refusal to deliver goods or rent Equipment for accounts in arrears. Customer authorizes Company to obtain credit information on Customer on an ongoing basis and authorizes the release of all credit information on Customer to Company.

5. Equipment.

a. Company requires that each third party user and operator of Company's Equipment be briefed on the proper use of the Equipment and acknowledge that the user understands all such requirements in writing on a form which is substantially similar to Exhibit "A" hereto. Each employee of Customer who will make use of or operate the Equipment shall sign a form that is substantially similar to Exhibit "A" hereto before Customer's employee will be permitted to make any use of or operate the Equipment.

b. The fuel level of all Equipment will be recorded when it leaves Company's facility and the Customer is responsible for returning the Equipment to Company's facility with the same amount of fuel as when it left. If the Equipment is returned with less fuel than when the Equipment left Company's facility, the Customer will be responsible for paying the cost of the fuel to bring the fuel level back to the level when it departed Company's facility.

c. Customer shall be responsible for maintaining the Equipment inside and outside in a clean manner. Customer will be charged for the cost of cleaning the Equipment if it is not returned to Company in at least as clean a condition as when it left the Company facility. No smoking is allowed in or around any of the Equipment.

d. All material valves shall be closed when transporting all Equipment. All lids and covers shall be maintained in a closed condition on all Equipment. Customer shall check for damage to all Equipment on a regular basis no less frequently than prior to departure from Company's facility and again when the Equipment is returned to Company's facility.

e. Customer shall notify Company of any operating problems or any required repairs to the Equipment so that Company can make any required repairs. An authorized representative of the Customer will be required to confirm in writing on a form substantially similar to Exhibit "B" that the Equipment (i) delivered at the start of the work day is in good operating condition free from any operating problems or required repairs, and (ii) was returned in good operating condition free from any operating problems or required repairs. The Customer is responsible for promptly notifying Company in writing of any operating problems or required repairs so that any operating problems or required repairs can be promptly handled. Company shall not be responsible for any damages or delays as a result of operating problems or required repairs if the Customer does not promptly notify Company. Customer shall be responsible for all damages to the Equipment while the Equipment is in the possession, custody or control of the Customer.

6. Insurance Requirements For Equipment Rental.

a. Coverage. Customer shall procure and maintain at its own expense comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal

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Contractor #991274



injury, death, loss or damage resulting from the use or operation of the Equipment by Customer or its officers, employees, servants, volunteers, agents and independent contractors. Customer shall further procure and maintain at its own expense commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, covering the Equipment that names Company as the loss payee. Said policies of insurance shall have deductibles of One Thousand Dollars (\$1,000) or less.

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

c. Additional Named Insured. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, Company and its officers, directors, shareholders, members, managers, employees, agents, representatives and lessors are named as an additional insured.

d. Proof of Insurance Coverage; Certificates. Customer shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to Company certificates of said insurance on or before delivery or use of the Equipment by the Customer. Each policy required herein must be endorsed to provide that the policy shall not be cancelled or reduced in coverage unless the insurer has provided Company with thirty (30) days prior written notice of cancellation or reduction in coverage. All insurance policies required to be provided by Customer or any other party must be endorsed to provide that the policies shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained or available to Company. The insurance provisions of this Agreement shall in no way modify Customer's duty to indemnify, defend and hold Company harmless pursuant to the terms of this Agreement. Company shall have the right to terminate this Agreement immediately and take possession of the Equipment if the Customer fails at any time to provide and maintain the required insurance or certificates.

7. <u>Trademarks and Intellectual Property.</u> Customer shall not make any use of the Flex Seal® or other Company trademarks, service marks or symbols unless Customer has submitted such proposed use to Company and received Company's express prior written consent. Customer shall not use Company's trademarks, service marks or symbols in Customer's business name or letterhead. Company and its licensor shall be the exclusive owner of the Flex Seal® trademarks, service marks, symbols, trade secrets, confidential information, know how, copyrights and patents together with all Improvements (as defined hereinafter) to any of the foregoing and Customer shall not challenge such exclusive ownership or make any unauthorized use. For purposes of this Agreement, "Improvements" shall mean all inventions, modifications, revisions, alterations, enhancements, betterments, ideas and discoveries (whether or not patentable) conceived or reduced to practice (actually or constructively), either solely or jointly with others.

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8. <u>Disclaimer of Warranties.</u> Customer shall be solely responsible for determining whether the goods and Equipment are appropriate for any project or application or whether the goods must be modified to make them suitable for any project or application. Company makes no representation or warranty that the goods or Equipment will be suitable for any particular project or application. It shall be the Customer's sole responsibility to obtain a mix design from a qualified engineer for each project or application. Company shall have no liability for any mix designs used by Customer.

COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE GOODS AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY.

COMPANY HAS NO CONTROL OVER THE MATERIAL SUPPLIERS SELECTED BY BUYER OR THE MATERIALS PURCHASED FROM THIRD PARTIES. COMPANY SHALL HAVE NO LIABILITY FOR ANY MATERIALS PURCHASED BY BUYER FROM ANY THIRD PARTIES. BUYER SHALL BE SOLELY RESPONSIBLE FOR VERIFYING THAT ALL MATERIALS OBTAINED BY BUYER FROM THIRD PARTIES ARE COMPATIBLE WITH ANY MATERIALS PURCHASED BY BUYER FROM COMPANY. BUYER SHALL BE SOLELY RESPONSIBLE FOR ADJUSTING AND CALIBRATING BUYER'S EQUIPMENT TO ACCOUNT FOR VARIATIONS IN THE MATERIALS PURCHASED BY BUYER FROM THIRD PARTIES. COMPANY SHALL NOT BE LIABLE FOR ANY CALIBRATION OR OTHER ASSISTANCE THAT MAY BE PROVIDED TO BUYER BY COMPANY.

9. <u>Limitation of Liability.</u> Company shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with this Agreement to sell goods or rent Equipment to the Customer, including damages for loss of use, lost profits, or damages paid to third parties even if Company has been advised of the possibility of such damages. Customer's exclusive remedy and Company's entire liability to Customer shall be limited to the total invoice price paid or incurred by Customer for the goods and/or Equipment that are the subject of any dispute or claim for damages. Customer shall report all alleged problems with the goods and Equipment to Company immediately. No legal action shall be brought by Customer against the Company for any claim with respect to any goods sold or Equipment to the Customer. It is agreed that any cause of action with respect to such goods or Equipment shall accrue as the date of delivery of such goods or Equipment.

10. <u>**Relationship of the Parties.**</u> Nothing in this Agreement shall restrict Company's right to sell the same or similar goods to third parties. The relationship of the Parties shall be that of purchaser and vendor and/or lessor and lesser, as applicable, and nothing contained in this

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Agreement shall be construed to create a joint venture, association, agency, partnership or franchise relationship.

11. <u>**Termination.**</u> Either Party may terminate this Agreement on thirty (30) calendar day written notice. Any such termination shall not affect any accepted orders or the duty of Customer to make payment.

12. <u>Indemnification</u>. Customer shall indemnify, defend, and hold harmless Company and its officers, directors, shareholders, partners, members, managers, agents, employees, attorneys, successors, and permitted assigns with respect to any and all claims, demands, liabilities, judgments, awards, liens, losses, damages, or costs (including reasonable attorneys' fees and expenses) of any kind or nature arising from or in any manner related to (i) any use of the goods purchased or Equipment rented from Company; or (ii) the failure of Customer to observe or perform the covenants and agreements of Customer under this Agreement (hereinafter collectively "Claims") with the exception of Claims caused by the sole negligence of Company. Customer's duty to defend, indemnify and hold harmless the Company shall survive the termination of this Agreement for any reason.

13. <u>Further Assurances.</u> Each of the Parties hereto agrees to execute and deliver any and all additional papers and documents, and to do any and all acts reasonably necessary in connection with performance of its obligations hereunder to carry out the intent of the Parties hereto.

14. <u>Entire Agreement</u>. This Agreement and the documents expressly referenced herein, shall constitute the entire Agreement between the Parties hereto with respect to the subject matter hereof, and shall supersede all prior and contemporaneous agreements, representations and negotiations of the Parties concerning the subject matter hereof and the terms applicable thereto.

15. <u>Amendment.</u> This Agreement may not be supplemented, modified or amended in any manner, except by an instrument in writing stating that it is a supplement, modification or amendment of this Agreement and signed by each of the Parties hereto.

16. <u>**Waiver.**</u> No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

17. <u>Successors and Assigns.</u> All terms and provisions contained herein shall inure to the benefit of and shall be binding on each of the Parties hereto and their respective directors, officers, shareholders, partners, members, managers, employees, agents, heirs, representatives, successors and permitted assigns and each of them.

18. <u>Applicable Law.</u> This Agreement shall be deemed to have been entered into, and shall be construed and interpreted, in accordance with the laws of the State of California without reference to California's application of principles of conflicts of law.

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Contractor #991274



19. <u>Severability.</u> In the event that any provisions hereof are deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force.

20. <u>Form.</u> As used in this Agreement, the masculine, feminine and neuter gender, and singular and plural number shall be deemed to include the other and others whenever the context so indicates. All captions used in this Agreement are for convenience only and shall not be construed in interpreting this Agreement.

21. <u>**Time is of The Essence.**</u> Time is of the essence for this Agreement and all of the terms, provisions, covenants and conditions hereof.

22. <u>Parties In Interest.</u> Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

23. <u>**Remedies.**</u> In addition to any other available remedies, either Party, upon an appropriate showing, shall be entitled to equitable relief including, but not limited to, injunction and specific performance in the event of a breach or threatened breach of this Agreement. No remedy conferred by any specific provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereinafter existing at law, in equity, by statute or otherwise. The election of one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

24. <u>Attorneys' Fees.</u> The prevailing party in any arbitration or legal action arising out of this Agreement shall be entitled to an award of its attorneys' fees, expert witness fees and costs.
25. <u>Nonassignability</u>. This Agreement may not be assigned by either Party without the express written consent of each of the Parties. For purposes of this Agreement, the prohibition on assignment shall also apply to licenses, sublicenses and subcontractors.

26. Interpretation. This Agreement is in all respects intended by each Party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them.

27. <u>Force Majeure</u>. Company shall not be responsible for any delays or failure to perform for any reason including, but not limited to, fire, flood, strikes, lockouts, accidents, war, terrorist acts, insurrection, Acts of God, inclement weather, delays in transportation, Equipment failure, shortage of Equipment, governmental interference or regulation, or any other reason beyond Company's reasonable control.

6168 Innovation Way Carlsbad, CA 92009



28. <u>Waiver</u>. No waiver shall be binding, unless executed in writing by the Party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. 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.

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

30. <u>Notices</u>. All notices required or permitted under this Agreement shall be in writing, shall be sent to the Party's address as set forth immediately below, shall reference this Agreement, and shall be deemed given (i) when delivered personally; (ii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one day after deposit with a commercial overnight carrier with verification of receipt.

"Company"

Petrochem Materials Innovation, LLC 6168 Innovation Way Carlsbad, CA 92009

"Customer"

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of any act or omission of the Party to be notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. A Party may change its address for purposes of receiving notices by giving notice of said change of address in the manner provided for herein.

31. <u>Arbitration</u>. Any and all controversies, claims and disputes arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in the County of San Diego, State of California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitrator shall be an attorney admitted to practice law in the State of California with at least fifteen (15) years of business law experience. The award rendered by the arbitrator shall be final and non-appealable and may be entered as a final judgment in any court having jurisdiction thereof. The award of the arbitrator shall be in the form of findings of fact and conclusions of law and shall set forth in detail the legal and factual basis of the decision.

760-603-0961 phone 760-603-0962 fax 6168 Innovation Way Carlsbad, CA 92009

pmitechnology.com

Contractor #991274

ATTACHMENT G

CITY OF LOS ANGELES CONTRACT 59680

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract ID	Page
59680	Ĩ
Contract Dates	Rate Date
01/01/2016 to 12/31/2017	PO Date
Description:	Contract Maximum
Slurry, Premix R.E.A.S.	66,788,010.00
Allow Multicurrency PO	

Vendor ID: 0000034616 PETROCHEM MATERIALS INNOVATION,LLC 5205 AVENIDA ENCINAS #K CARLSBAD CA 92008

City of Los Angeles' vendors are required to have on file an approved Affirmative Action Plan and Certification. Contact Buyer at the City Purchasing Office at (213-485-3677) for information on this requirement.

In order to receive payments from the City of Los Angeles, vendors must have a valid Business Tax Registration Certificate (BTRC) number. Contact the City Clerk's Tax and Permits Division (213-485-3916) for information on this requirement.

All shipments, shipping papers, invoices and correspondence must be identified with the City of Los Angeles' Contract Purchase Order Number.

Overshipments will not be accepted unless authorized by requestor prior to shipment. Terms and conditions of parent contract are binding on its Contract Purchase Orders.

Procurement Analyst: Martha Medina Phone Number: 213-928-9536 E-mail address: Martha.Medina@lacity.org Fax Number: 213-928-9511

Requirements Contract for: **Slurry, Pre-Mix R.E.A.S. ** Award No. 59680

Payment Terms: Net 30 Days Delivery: 1 Days ARO RFQ No.: EV4672 Previous Contract: 59180

Renewal Options: 5Option Date 1 = --/--/-Option Date 2 = --/--/-Option Date 3 = --/--/-Options Granted: 0Option Date 4 = --/--/-Option Date 5 = --/--/--

You are hereby notified of the award of this contract with the City of Los Angeles in accordance with RFQ Number EV4672, to furnish the City's annual requirements for the items and/or services identified in this document. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the contract. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

NOTE: SALES TAX WILL BE ADDED AT TIME OF ORDER.

The following listed item(s) cover the only product(s) or service(s) approved for purchase under this contract. Products or services requested by the City and not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract ID Page 59680 **Contract Dates** Rate Date 01/01/2016 12/31/2017 PO Date to Description: **Contract Maximum** Slurry, Premix R.E.A.S. 66,788,010.00 Allow Multicurrency PO

2

				Item Minim			ct Maximum
	Item ID	Item Desc		Qty	Amt	Qty	An
1	0.00	Premix Rubberized	Emulsion Aggregated S	1 Slurry, Type I	0.00	0	
	0.00						
Price	Agreement:	Price Date:	PO Date				
		Price Quantity:	Line Quantity				
~		Quantity Type:	Quantity To Date)			
Cor	ntract Base Pric	ce \$ 2.380	00 GLL				
Co	onstruction 201	ed Emulsion, Aggregate S 2 Edition, Sections 203-3. 5, Pavements and Process	4.4 to 203- 5.54, 302-4.6	6.4.1 to 302-5.1 and	GSD/BSS Specific		
Pr	rices reflect asp	halt prices at 1/1/2016 to \$	\$355/ton (liquid)				
2				1	0.00	0	
	0.00	Premix, Rubberized	Emulsion Aggregated S	Slurry, Type II			
Duine	A	Drine Deter					
Price	Agreement:	Price Date: Price Quantity:	PO Date Line Quantity				
		Quantity Type:	Quantity To Date				
Cor	ntract Base Pric			,			
2.51		÷					
Мо 3		s, Pavements and Process		1	g forward. 0.00	0	
	0.00	Premix, Rubbenzed	Emulsion Aggregated S	suny, Type in			
Price	Agreement:	Price Date:	PO Date				
		Price Quantity:	Line Quantity				
0		Quantity Type:	Quantity To Date)			
Cor	ntract Base Pric	ce \$ 2.010	00 GLL				
Pr	emix, Rubberiz	ed Emulsion, Aggregate S	Slurry, Type III, all in acc	ordance with Standa	rd Specifications for	or Public Works	
		2 Edition, Sections 203-3. s, Pavements and Process				ations for	
4				1	0.00	0	
7	0.00	Service, Regular Tir	me Labor only (application			0	
Duine	A	Drine Date:					
Price	Agreement:	Price Date: Price Quantity:	PO Date Line Quantity				
		Quantity Type:	Quantity To Date	`			
Cor	ntract Base Pric						
0							
		R, PER PERSON: erformed in accordance wit	th the RFQ/Contract spe	ecifications and requi	rements attached.		
P	egular rate:	\$ 95.00					
Re	eguiai iate.	φ 90.00					
		be subject to change in ac		cable prevailing wag	e, living wage, or n	ninimum wage,	
an	nd upon supplie	r's written notification to th	e Purchasing Agent.				

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract IDPage596803Contract DatesRate Date01/01/2016toDescription:Contract MaximumSlurry, Premix R.E.A.S.66,788,010.00Allow Multicurrency PO

			Item Minimum Order		Item Contract Maximum	
Line # Item ID	Item Desc		Qty	Amt	Qty Amt	
5 0.00	Service, Overtime Labor	only (application of Cer	1 tral Plant Mixed Slurry)	0.00	0	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Price		HUR				
SERVICE, LABOF Labor for work per	R, PER PERSON: formed in accordance with the	RFQ/Contract specific	ations and requirements	attached.		
Overtime rate:	\$ 142.50					
Labor rates shall b and upon supplier	be subject to change in accorda 's written notification to the Pur	ance with the applicable chasing Agent.	e prevailing wage, living	wage, or mi	nimum wage,	
6 0.00	Rental, Service/Haul Truc	cks (Bare)	1	0.00	0	
Price Agreement:	Price Date: Price Quantity:	PO Date Line Quantity				
Contract Base Price	Quantity Type: e \$ 200.00000	Quantity To Date DAY				
DAILY, WEEKLY	& MONTHLY RENTAL RATES	: (Bare)				
Daily: \$200.00)					
Minimum renta	l time: 1 Day					
Number of unit	s available: 9					
7 0.00	Rental, Application Truck	s (Bare).	1	0.00	0	
Price Agreement:	Price Date: Price Quantity:	PO Date Line Quantity				
Contract Base Price	Quantity Type: e \$ 252.00000	Quantity To Date HUR				
APPLICATION TR	RUCKS: (Bare)					
HOURLY RENTA	L RATES: Within the City of Lo	s Angeles, City Limits				
Hourly: \$252.0	00					
Overtime: \$25	2.00					
Sunday/Holida	y: \$252.00					
Minimum renta	l time: 4 Hours					
Number of unit	s available: 22					

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract IDPage596804Contract DatesRate Date01/01/2016to1/01/201612/31/2017PO DateDescription:Contract MaximumSlurry, Premix R.E.A.S.66,788,010.00Allow Multicurrency PO

		Ite	Item Minimum Order		ract Maximum
ine # Item ID	Item Desc	Qty	Amt	Qty	Am
APPLICATION 1	RUCKS: (Bale)				
HOURLY RENT	AL RATES: NOT Within the City	y of Los Angeles, City Limits			
Hourly: \$252	2.00				
Overtime: \$2	252.00				
Sunday/Holid	lay: \$252.00				
Minimum ren	tal time: 4 Hours				
Number of ur	nits available: 22				
8 0.00	Job Tankers, for delivery to any location within the	of Premix, R.E.A.S in trailer m City of Los Angeles.	0.00 ounted 4,000 gallon tank	0	
Price Agreement: Contract Base Pri	Price Date: Price Quantity: Quantity Type: ce \$ 600.00000	PO Date Line Quantity Quantity To Date EA			
Contract Dase 1 II	φ 000.00000	EA			
ddelivery of Prer \$600 Per Load	nix, R.E.A.S in trailer mounted	4,000 gallon tank to any location	n within the City of Los Ang	jeles.	
9		1	0.00	0	
0.00	Asphalt Binder, Heavy T Los Angeles Custom Mix	raffic, Structurally Modified Bind	der PG 76-10, (City of		
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date			
Contract Base Pri		STN			
Heavy Traffic Bi	nder: Structurally Modified Bind	er PG 76-10			
Specifications as	s called in Attachment B of EV 4	1672, as provided by GSD Bure	au of Standards.		
10 0.00	Delivery, Trucking to As Modified PG-10 (City of	1 bhalt Plant 1 of Asphalt Binder, Los Angeles Custom Mix).	0.00 Heavy Traffic, Structural	0	
Price Agreement:	Price Date: Price Quantity:	PO Date Line Quantity Quantity To Date			
Contract Base Pri	Quantity Type: ice \$ 17.00000	Quantity To Date STN			
	ng to Asphalt Plant I of Custom	Blend, Heavy Traffic Asphalt B	inder, Structural Modified F	PG 10.	

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract IDPage596805Contract DatesRate Date01/01/2016toDescription:Contract MaximumSlurry, Premix R.E.A.S.66,788,010.00Allow Multicurrency PO

			Item Minimum Order		Item Contract Maximun	
Line # Item ID	Item Desc		Qty	Amt	Qty	Amt
11 0.00	Delivery, Trucking to As Modified PG-10 (City of	sphalt Plant II Asphalt Bin f Los Angeles Custom Mix	1 der, Heavy Traffic, Stru :).	0.00 uctural	0	
F	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Price	\$ 19.00000	STN				
	Asphalt Plant II of Custon	n Blend, Heavy Traffic As				
12 0.00		for Delivery of Premix, R elivery fee and mileage fr			0	
F	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Price	\$ 3.00000	SMI				
For any location outs	side the City of L.A., delive	ry change from PMI Ship	ping Plant			
\$3.00 per mile (\$600	0.00 Minimum)					
13 0.00	Fine Aggregate Slurry N	Mix: Premixed REAS.	1	0.00	0	
F	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Price	\$ 3.00000	GLL				
Specifications as cal	led in Attachment B of EV	4672, as provided by GS	D Bureau of Standards	S.		
14 0.00	Pump Rental, Specializ mix slurry per minute).	ed Slurry Pump, (pump o	1 apable of 250 gallons	0.00 centralized	0	
F	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Price	\$ 500.00000	DAY				
DAILY RENTAL RAT	TES:					
Daily: \$500.00						
Minimum rental ti	me: 1 day					
Number of units a	vailable: 12					

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract IDPage
6596806Contract DatesRate Date
101/201601/01/2016to12/31/2017PO DateDescription:Contract Maximum
66,788,010.00Slurry, Premix R.E.A.S.66,788,010.00Allow Multicurrency PO

			Item Minimum Order		Item Contract Maximum	
Line # Item ID	Item Desc		Qty	Amt	Qty	Amt
15 0.00	Delivery, Trucking (com Binder, (City of LA Custo		1 Plant I of Asphalt, He	0.00 avy Traffic	0	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Pric	e \$ 17.00000	STN				
Note* Please incluptor prompt payment.	ude Proof of Delivery/Bill of La	ding from common carri	ier trucking along wit	h their invoice	to ensure	
16 0.00	Delivery, Trucking (comi Binder, (City of LA Custo	mon carrier) to Asphalt F om Mix).	1 Plant II of Asphalt, He	0.00 eavy Traffic	0	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Pric	e \$ 19.00000	STN				
Note* Please incluptor prompt payment.	ude Proof of Delivery/Bill of La	ading from common carri	ier trucking along wit	h their invoice	to ensure	
17 0.00	Plant Opening		1	0.00	0	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Pric		EA				
Plant Opening:						
Saturday \$ 1,500						
Sunday \$1,500						
Holiday \$1,500						
18 0.00	Per Diem for Los Angele	es.	1	0.00	0	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date				
Contract Base Pric		DAY				
19 0.00	Rental, Storage Tank Po	ortable for Jobsite Work.	1	0.00	0	

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

> Vendor ID: 0000034616 PETROCHEM MATERIALS INNOVATION,LLC 5205 AVENIDA ENCINAS #K CARLSBAD CA 92008

Contract ID	Page
59680	7
Contract Dates	Rate Date
01/01/2016 to 12/31/2017	PO Date
Description:	Contract Maximum
Slurry, Premix R.E.A.S.	66,788,010.00
Allow Multicurrency PO	

			Item Min	imum Order	Item Cont	ract Maximum
Line # Item ID	Item Desc		Qty	Amt	Qty	Am
Price Agreement:	Price Date:	PO Date				
	Price Quantity:	Line Quantity				
Contract Base Price	Quantity Type: \$ 1,000.00000	Quantity To Date DAY				
Contract Dase Flice	\$ 1,000.00000	DAT				
PORTABLE STOR	RAGE TANK RENTAL:					
DAILY, RENTAL F	RATES:					
Daily: \$1,000.	00					
Minimum rental	time: 1 Day					
Number of units	available: 5					
20			1	0.00	0	
0.00	Rental, Slurry Box		I	0.00	0	
	······, ·····, · ····					
Price Agreement:	Price Date:	PO Date				
	Price Quantity:	Line Quantity				
Contract Base Price	Quantity Type:	Quantity To Date DAY				
Contract base Price	e \$ 250.00000	DAT				
SLURRY BOX RE	NTAL:					
DAILY, RENTAL F	RATES:					
Daily: \$250.00)					
Minimum rental	time: 1 Day					
Number of units	available: 5					
21			1	0.00	0	
0.00	Rental, Delivery, Tanker	- Bare, each load.			-	
Price Agreement:	Price Date:	PO Date				
-	Price Quantity:	Line Quantity				
	Quantity Type:	Quantity To Date				
Contract Base Price	e \$ 250.00000	EA				
TANKER (Bare) D	ELIVERY, RENTAL:					
DAILY, RENTAL F	RATES:					
\$ 200.00 per loa	ad					

Number of units available: 28

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract IDPage596808Contract DatesRate Date01/01/2016to1/01/201612/31/2017PO DateDescription:Contract MaximumSlurry, Premix R.E.A.S.66,788,010.00Allow Multicurrency PO

_ine # Item ID	Item Desc	Qty	Item Minimum Order Amt	Item Contract Maximum Qty Amt
22		1	0.00	0
0.00	Labor, Posting and No	otifying of Affected Traffic Disru	iptions	
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date		
Contract Base Price				
LABOR: Labor for work pe	formed in accordance with	the RFQ/Contract specification	ns and requirements attached.	
Regular rate:	\$95.00			
Overtime rate:	\$142.50			
	be subject to change in according to the subject to change in according to the subject to the su		evailing wage, living wage, or n	ninimum wage,
23 0.00	Hangtag/Doorknob No	1 otices of Affected Traffic Disrup		0
Price Agreement:	Price Date: Price Quantity: Quantity Type:	PO Date Line Quantity Quantity To Date		
Contract Base Price	e \$ 0.30000			
HANG TAG NOTI	CES:			
\$0.30 Per Hang T	ag Notice \$300.00 Minimur	n per job		
24		1	0.00	0
0.00	Traffic Control, To furr of affected areas, (NO	nish, place/maintain traffic sign LABOR INVOLVED).	age, excluding electronic,	
Price Agreement:	Price Date: Price Quantity:	PO Date Line Quantity		
Contract Base Price	Quantity Type: e \$ 1,500.00000	Quantity To Date DAY		
25 0.00	Rental, Sweeper, Mob	1 bile Units, to be used "only" sho	0.00 buld City Sweepers not show u	0 p.
Price Agreement:	Price Date: Price Quantity:	PO Date Line Quantity		
Contract Base Price	Quantity Type: e \$ 0.01000	Quantity To Date HUR		
HOURLY RENTA	L RATES:			
Hourly: \$ 200.	00			
Overtime: \$ 30	00.00			
Sunday/Holida	v [•] \$ 400.00			
Suriuay/Holiua	y. ¢ 100.00			

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Contract ID	Page
59680	9
Contract Dates	Rate Date
01/01/2016 to 12/31/2017	PO Date
Description:	Contract Maximum
Slurry, Premix R.E.A.S.	66,788,010.00
Allow Multicurrency PO	

		Item Minim		Item Cont	ract Maximum
Line # Item ID	Item Desc	Qty	Amt	Qty	Amt
Number of u	nits available: 2				

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

Vendor ID: 0000034616

5205 AVENIDA ENCINAS #K CARLSBAD CA 92008

Contract Dates 01/01/2016 12/31/2017 to Description: Slurry, Premix R.E.A.S. PETROCHEM MATERIALS INNOVATION,LLC Allow Multicurrency PO

Contract ID

59680

Page

10

Rate Date

66,788,010.00

PO Date

Contract Maximum

		Item Minimum Orde	er l	tem Contract Maximum
Line # Item ID	Item Desc	Qty	Amt Qty	/ Amt
Line # Item ID	Item Desc	Qty	Amt Qty	/

SUPPLIER CONTACT:

Contact Person: Frank B. Hoffman Title: C. F. O.

Telephone No.: 760-603-0961

Fax No.: 760-603-0962

E-Mail Address: frank@pmitechnology.com

24 Hour Contact No.: 760-271-0197

CONTRACT PURCHASE ORDERS:

Contract Purchase Orders will be issued during the contract period for materials or services as required. Supplier shall deliver no goods or services until a City department issues a Contract Purchase Order.

APPROVED CONTRACT ITEM PURCHASES:

The listed items cover the only products approved for purchase under this contract.

The City of Los Angeles will not pay any invoice covering the delivery of any merchandise that is not explicitly authorized by this contract. Any products requested by the City not listed in the contract require a separate City Purchase Order in order for the supplier to receive payment.

RENEWAL OPTION:

The City reserves the right to renew this contract for five additional one(1) year period(s). All renewals shall be on an annual basis and under the same terms and conditions of the original contract.

ANNUAL PRICE ADJUSTMENT FOR LONG TERM FIXED PRICE CONTRACTS:

Unit Prices for each line item shall be fixed for one year from the contract start date. On contract anniversaries and renewals, unit prices may be adjusted for the next year in accordance with manufacturer's published price adjustments. Any price adjustments shall be mutually agreed upon by the City Purchasing Agent and the supplier. Price increases will not exceed a reasonable amount, supported by written documentation as indicated in the paragraph below and as determined by the City Purchasing Agent, for any price adjustment. Price reductions may be issued at any time.

The City reserves the right to terminate contract without further obligation by either party in event price increases are not acceptable. Escalating factors will not be automatically granted. Requests for price increases shall be in writing and accompanied by each manufacturer(s) price list(s) with appropriate supporting documents acceptable to the City. Such documents shall include, but not be limited to manufacturer/distributor/dealer invoices, insurance bills, utility bills, freight bills, payroll records, etc. The request shall state the percentage increase and the revised price for each affected contract item.

No increases will be granted without prior approval of the City Purchasing Agent.

ESTIMATED EXPENDITURES AND THRESHOLD ADJUSTMENT:

Total expenditures for the life of this contract, including the initial term and all renewals or extensions, are estimated to be \$67,788,010. No guarantee can be given that this total will be reached or that it will not be exceeded. Supplier agrees to furnish more or less in accordance with actual contract requirements.

AUTHORIZED DISTRIBUTOR/DEALER:

The supplier indicates it is an authorized factory distributor/dealer for the manufacturer quoted, or has provided a formal Letter of Certification from the manufacturer, stating that the manufacturer will honor any warranty claims by the City for equipment, parts, and/or materials provided by the supplier.

The manufacturer will be responsible for any default of the supplier that is not corrected by the supplier in a timely

Contract

City of Los Angeles Purchasing Agent 111 E 1ST STREET ROOM 110 LOS ANGELES CA 90012

> Vendor ID: 0000034616 PETROCHEM MATERIALS INNOVATION,LLC 5205 AVENIDA ENCINAS #K CARLSBAD CA 92008

Page	
11	
Rate Date	
PO Date	
Contract Maximum	
66,788,010.00	
Allow Multicurrency PO	

		Item Minimu	um Order	Item Cont	ract Maximum
Line # Item ID	Item Desc	Qty	Amt	Qty	Amt
and efficient manner. This responsibility includes replacing incorrect or defective parts, trouble shooting, and					
correcting problems	that are traceable to the manufacture	er.	-		

LIQUIDATED DAMAGES FOR LATE DELIVERY:

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount of \$100.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

INSURANCE:

The suppliers General Liability and Workers Compensation Insurance Certificates are recorded in the City Administrative Officer's Risk Management Track4LA database.

REPRESENTATIVE SAMPLE TESTING:

Representative samples may be taken from each delivery and tested for compliance with specifications. Testing costs will be paid by the City for samples that comply. If samples do not comply with requirements, the expense of testing will be charged to the supplier, and delivery will be rejected. The supplier will be required to pick up the rejected material and to make a new delivery within 5 days of notification by the City. Notification will be made by the most effective means to the supplier's designated representative.

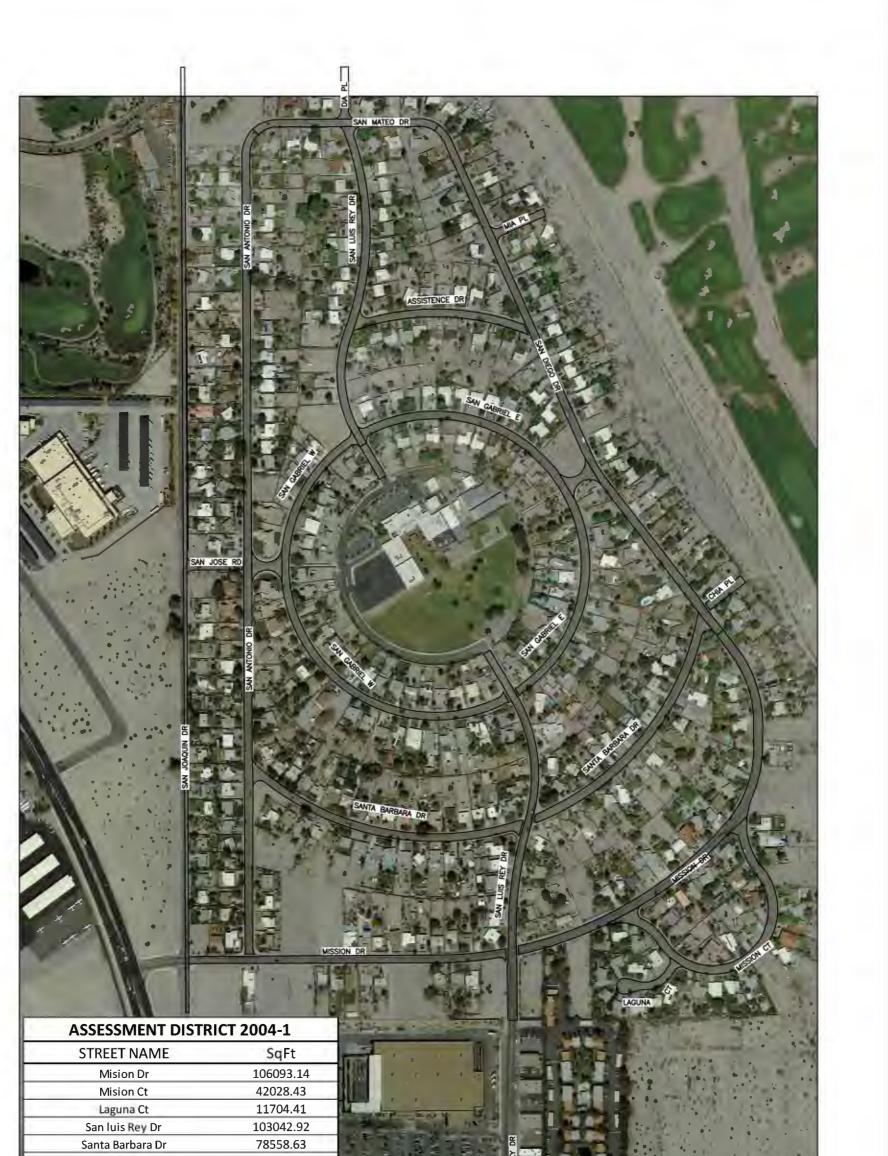
SALES/USE TAX PAID DIRECTLY TO STATE:

Since the supplier has not indicated it has a permit to collect California State sales tax, the City will pay use tax directly to the State of California. No sales tax will be paid to the supplier.

OTHER GOVERNMENT AGENCY PURCHASES:

Other government agencies may make purchases using the prices, terms and conditions of this contract.

ATTACHMENT H MAP OF PROGRAMMED STREETS



Homes.dwg [Layout1] August 01, 2016 - 3:59pm erodriguez

68–700 Avenida Lalo Guerrero Cathedral City,Ca. 92234 Ph. (760) 770–0340	Ú I		Drawn By; ERP Checked By: —
Cathedral City City of Cathedral City 68–700 Avenida Lalo Guerrero	C	REAM HOMES	Date: 06/01/2016 Sheet: 1 of 1 Sheets
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	arbara Dr 78558.6 quin Dr 59081.3		
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ATTACHMENT I

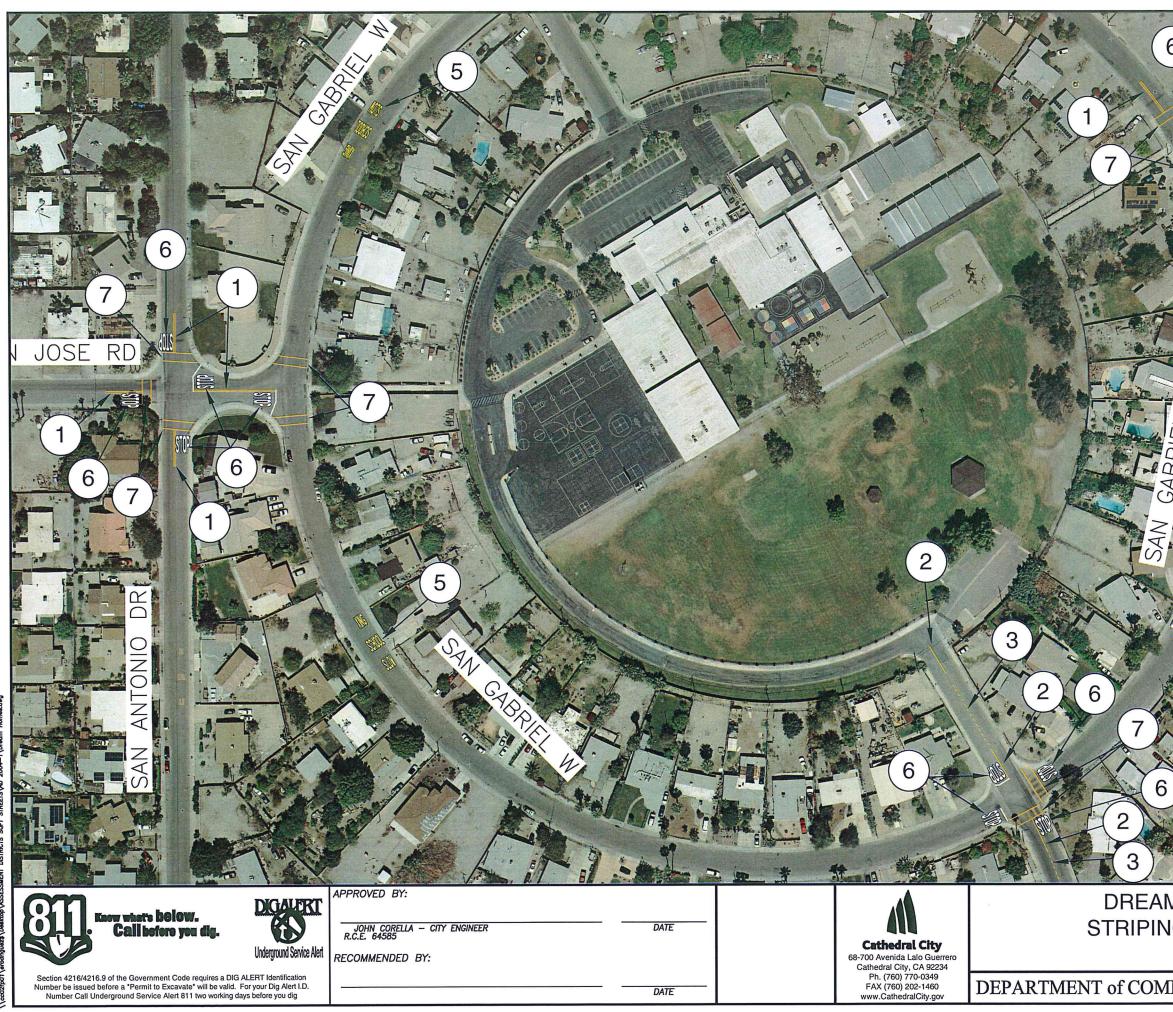
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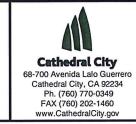
DGAUERT	APPROVED BY:
	JOHN CORELLA R.C.E. 64585
Inderground Service Alert	RECOMMENDED

HN CORELLA – CITY ENGINEER 5. 64585

RECOMMENDED BY:

DATE

DATE



Section 4216/4216.9 of the Government Code requires a DIG ALERT Identification Number be issued before a "Permit to Excavate" will be valid. For your Dig Alert I.D. Number Call Underground Service Alert 811 two working days before you dig





Agenda Report

File #: 2016-417

Item No: 4.A.

City Council

MEETING DATE: 10/12/2016

TITLE: Resignation of Simeon Den from the Public Arts Commission

FROM: Tracey R. Martinez, CMC

Deputy City Clerk

RECOMMENDATION:

Staff recommends the City Council accept the resignation of Simeon Den from the Public Arts Commission effective October 11, 2016 and direct staff to proceed with the process of filing the vacancy.

BACKGROUND:

Simeon Den was appointed to serve on the Public Arts Commission on June 10, 2015 with a term continuing to June 30, 2018.

DISCUSSION:

On October 2, 2016 Staff and the City Council received an email from Simeon announcing that he would need to resign from the Public Arts Commission effective October 11, 2016 due to personal commitments, please see attached email.

With the resignation of Mr. Den there will be one vacant seat on the Public Arts Commission.

Staff recommends the City Council direct staff to do the following:

- Pursuant to Government Code 54974, post a Notice of Vacancy. No appointment can be made sooner than 10 days after the Notice of Vacancy has been posted.
- Accept applications through October 20, 2016 and conduct interviews on October 26, 2016 and make an appointment to fill the vacated seat.

FISCAL IMPACT:

There is no fiscal impact with this item.

ATTACHMENTS: Email from Simeon Den

-----Original Message-----From: Simeon Den [<u>mailto:simeonden@gmail.com</u>] Sent: Sunday, October 02, 2016 8:28 AM To: Stan Henry; Greg Pettis (gregpettis.com); Mark Carnevale; John Aguilar; Shelley Kaplan Cc: Charles McClendon Subject: Public Arts Commission

Mayor Henry and Councilmen,

I has been a pleasure serving as co-chair of the Public Arts Commission but after deep consideration I am tendering my resignation due the increased demands on my time and efforts to the opening and successful running of my new gallery.

Thank you for the opportunity to serve our City.

In regard to replacing me on the Commission I would like to recommend that you consider another "working artist."

Inasmuch as all the present Commissioners are generous with their individual skills and expertise, I think it is imperative that when making policy decisions regarding art that the perspective of a fine artist (or two) is not without merit.

Respectfully, Simeon Den

Sent from my iPhone



Agenda Report

File #: 2016-373

Item No: 4.B.

City Council

MEETING DATE: 10/12/2016

TITLE: 2016 Building and Fire Codes Adoption

FROM:

Paul Wilson, Fire Chief Albert Jimenez, Building Official

RECOMMENDATION:

Staff recommends the City Council conduct a first reading, by Title only, of an Ordinance which proposes adoption of the 2016 editions of the California Building and Fire Codes with the requisite findings in support of local additions and amendments to the codes.

BACKGROUND:

In January, 2016 the State of California adopted a complete set of new building and fire codes based on the latest national and international model building and fire codes. These codes, known as the California Building Standards Code (BSC), have been adopted as Title 24 of the California Code of Regulations, and were published in July, 2016. While many of the national model code standards have been incorporated into the BSC, it is the BSC that applies in all parts of California, not the model codes. The new codes are effective January 1, 2017 and are immediately applicable to all building permits submitted after that date, unless the City adopts amendments on or prior to that date.

The City is permitted to adopt local additions and amendments to Building Standards Code, provided the additions and amendments are based on findings that the additions and amendments are necessary due to local climatic, topographic or geological conditions.

Any additions and amendments adopted by the City are not effective until copies of both the express findings and the additions and amendments, with the additions and amendments expressly marked and identified as to the applicable findings, have been filed with the California Building Standards Commission.

DISCUSSION:

File #: 2016-373

The Codes:

The BSC is a compilation of three types of building standards from three different origins:

• Building standards that have been adopted by state agencies without change from building standards contained in national model codes.

• Building standards that have been adopted and adapted from the national model code standards to meet California conditions.

• Building standards, authorized by the California legislature, that constitute extensive additions not covered by the model codes that have been adopted to address particular California concerns.

PURPOSE OF THE ORDINANCE

The purpose of the proposed ordinance is to make the requisite findings regarding the local climatic, topographic or geological conditions that require the adoption of more restrictive standards than provided in the BSC and to adopt the amendments proposed by the City's Building Official and Fire Chief.

FINDINGS

In order to adopt the proposed additions and amendments that provide more stringent life safety and fire protection system requirements, the City Council must make findings supporting that the additions and amendments are necessary due to local climatic, topographic or geological conditions.

Following are the proposed findings:

1. The City of Cathedral City has an arid desert climate with annual rainfall of approximately 3 inches. Temperatures exceed 100°F on average for four months of the year, with daily highs near 110°F during July and August. Surface area temperatures exceeding 160°F degrees are common. Additionally, the area is subject to hot, dry winds during most months of the year. These hot, dry, windy climate conditions increase fire danger by drying and pre-heating combustible material and by fostering spontaneous combustion of flammable material. These conditions can hasten the spread and heighten the intensity of fires, thus creating a need for an increased level of fire protection. The fire dangers that result from these desert conditions can be mitigated by: (i) requiring the installation of the proposed on-site fire protection systems; (ii) mandating use of clay or concrete tiles as roofing material because clay and concrete is more fire-resistive than other roofing materials permitted under the BSC; and (iii) prohibiting use of aluminum and copper-coated aluminum wiring smaller than size 1.0 AWG (gauge) because the smaller gauge aluminum wiring is more likely to fail under the desert conditions and result in failure which can lead to fires, electrical shocks and other hazardous conditions.

2. Cathedral City is located on or near several significant sources that have the potential to

cause moderate to large earthquakes: San Andreas Fault Zone, Garnet Hill Fault, San Jacinto Fault, East Mojave Shear Zone and Pinto Mountain Fault. Severe seismic activity could disrupt communications, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of the City's Fire Department. Requiring the installation of on-site fire protection systems including automatic fire sprinkler systems and the other proposed fire protection measures described above can partially mitigate the demand for fire protection services following a severe seismic event, resulting in improved fire safety for building occupants and the community at-large.

3. Elevation within the City limits ranges from 270 feet in the eastern portions of the City adjacent to the Whitewater River to 1,360 feet in the mountains in the most Northern boundaries of the City. Topography extends from flat to 6% slope for habitable land. Traffic and circulation congestion to buildings located in the commercial areas of the City often slows fire department response time to emergencies. Requiring the installation of on-site fire protection systems and the other proposed fire protection measures will supplement normal fire department response in new developments and result in improved life safety and fire protection for building occupants and the community at large during fire occurrence.

4. Persistent drought conditions in the Colorado River Basin have resulted in water levels of Lake Mead and Lake Powell that are near-historic lows. On May 9, 2016, Governor Jerry Brown issued an Executive Order aimed at water conservation due to severe and continuing drought conditions throughout the State of California. As a result of this water emergency, the City must take extensive steps to reduce the consumption of water, including its dependency on large volumes of water for fire suppression. Requiring the installation of on-site fire protection systems and the other proposed life safety and fire protection measures will provide an increased level of community protection and reduce the City's dependency on large volumes of water for fire suppression.

5. The local climatic, geological and topographical conditions identified above create a heightened fire danger that requires the adoption of stringent fire protection measures. If not amended, the California Building and Fire Codes would permit the construction within the City of many new buildings and structures and the improvement of many existing buildings without on-site fire protection systems, with roofing materials other than clay or concrete tile, and with aluminum and copper-coated aluminum wiring smaller than size 10 gauge.

6. The City Council therefore finds that the additions and amendments to the 2016 California Building and Fire Codes set forth herein, in addition to those previously adopted (effective January 1, 2014) afford more stringent requirements for fire protection than required by the State and that such additions and amendments are necessary for the protection of the public's health, welfare and safety.

FISCAL IMPACT:

Adoption of this ordinance is not anticipated to have any significant fiscal impact on the City nor the development community within the City.

ATTACHMENTS: Ordinance



2016 CALIFORNIA BUILDING STANDARDS CODE ADOPTION

Presented By

AL JIMENEZ, CHIEF BUILDING OFFICIAL PAUL WILSON, FIRE CHIEF



2016 California Building and Fire Codes

• Effective and applicable to any building or structure for which an application for a building permit is made on or after January 1, 2017



The California Building Standards Law -Health & Safety Code Section 18941.5(b) permits the City to adopt local amendments

• The local amendments may be more restrictive than the state adopted standards



 Local amendments must be supported by findings of the City Council that the amendments are reasonable and necessary due to local climatic, topographic, or geological conditions



The City's Building and Safety Division and Fire Department are recommending local amendments which are more stringent than state standards

The local amendments are both reasonable and necessary to protect the health, welfare and safety of the citizens of and visitors to the City of Cathedral City



The following findings support the adoption of more stringent fire protection measures than those provided under the California Building Standards Code



- The City of Cathedral City has an arid climate with annual rainfall of approximately 3 inches
- Temperatures exceed 100° F for four + months annually
- The area is subject to hot, dry winds most months of the year

These conditions can hasten the spread and heighten the intensity of fires



 The City of Cathedral City is located on or near several significant seismic zones that have the potential to cause moderate to large earthquakes

Requiring the installation of on-site fire protection systems and clay or concrete roofing materials can partially mitigate the spread of fire following a seismic event



 The City's elevation difference of 270 feet to 1,360 feet above sea level creates 6% or greater slopes on habitable land

The change in elevation can perpetuate the rate of fire spread



 Persistent drought in the Colorado River Basin has resulted in California water restrictions

On-site fire protection systems will provide an increased level of fire protection and reduce the dependency on large volumes of water for fire suppression



The local climatic, geological and topographic conditions create a heightened fire danger that requires the adoption of stringent fire protection measures



The 2016 Fire Code addresses the following:

- Safe and Sane Fireworks Continuation
- Cannabis Cultivation and Manufacturing Facility Safety Provisions
- Residential Gated Communities Enhanced Access
 for Emergency Responders



The staff recommendation is for the City Council to provide a first reading of the 2016 California Building Standards Code with local amendments

Subsequently, staff will notice a second reading for the Council to conduct a public hearing with possible action for 2016 Code adoption on October 26, 2016



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING TITLE 8 OF THE CATHEDRAL CITY MUNICIPAL CODE BY ADOPTING BY REFERENCE THE 2016 CALIFORNIA BUILDING STANDARD CODES AND CERTAIN SPECIFIED APPENDICES THEREOF, INCLUDING THE 2016 CALIFORNIA BUILDING CODE, 2016 CALIFORNIA ELECTRICAL CODE, 2016 CALIFORNIA MECHANICAL CODE, 2016 CALIFORNIA PLUMBING CODE, 2016 CALIFORNIA FIRE CODE, 2016 CALIFORNIA ENERGY CODE, 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2016 CALIFORNIA RESIDENTIAL CODE, 2016 CALIFORNIA EXISTING BUILDING CODE, 2016 HISTORICAL BUILDING CODE, 2015 INTERNATIONAL SWIMMING POOL AND SPA CODE, 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE AND MAKING CERTAIN FINDINGS IN SUPPORT OF SPECIFIC ADDITIONS, DELETIONS AND/OR AMENDMENTS THERETO, ADOPTING SPECIFIED PORTIONS OF THE 1997 UNIFORM HOUSING CODE

WHEREAS, the State has adopted and approved the 2016 edition of the California Building Standards Code (Code), which are published in Title 24 of the California Code of Regulations and are based on the latest national, uniform and international model building codes; and

WHEREAS, the Code was published in July, 2016 and will become effective and applicable to any building or structure for which application for a building permit is made on or after January 1, 2017; and

WHEREAS, pursuant to the California Building Standards Law (Health & Safety Code section 18941.5(b), the City is permitted to adopt amendments to the Code provided the amendments are more restrictive than the State adopted standards and are supported by findings of the City Council that the amendments are necessary due to local climatic, topographic or geological conditions; and

WHEREAS, on October 26, 2016, the City Council of the City of Cathedral City conducted a duly noticed public hearing to consider certain amendments to the building and construction standards set forth as Part 2 of the Code (24 Cal. Code of Regs. §§ 101 et seq.) which were proposed by the City's Building and Fire Officials as more stringent than the standards established by the Code and reasonably necessary to protect the health, welfare and safety of the citizens of Cathedral City because of local climatic, topographic and geological conditions; and

WHEREAS, at the conclusion of the public hearing at which evidence was presented and duly considered, the City Council found that the amendments recommended by the Building and Fire Officials were reasonably necessary to protect the health, welfare and safety of the citizens of Cathedral City because of local climatic, topographic and geological conditions.

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

Section 1. FINDINGS

A. The following findings are made in support of the adoption of more stringent fire protection measures than those provided under the California Building Standards Codes:

1. The City of Cathedral City has an arid desert climate with annual rainfall of approximately 3 inches. Temperatures exceed 100° Fahrenheit on average for four months of the year, with daily highs near 110° Fahrenheit during July and August. Surface area temperatures exceeding 160° Fahrenheit are common. Additionally, the area is subject to hot, dry winds during most months of the year. These hot, dry, windy climate conditions increase fire danger by drying and pre-heating combustible material and by fostering spontaneous combustion of flammable materials. These conditions can hasten the spread and heighten the intensity of fires, thus, creating a need for an increased level of fire protection. The fire dangers that result from these desert conditions can be mitigated by: (i) requiring the installation of the proposed on-site fire protection systems; (ii) mandating the use of clay or concrete tiles as roofing materials because clay and concrete are more fire-resistive than other roofing materials permitted under the Code; and (iii) prohibiting the use of aluminum and copper-clad aluminum wiring smaller than size one ought (1-0) because the smaller gauge aluminum wiring is more likely to fail under the desert conditions and result in mechanical failure which can lead to fires, electrical shocks and other hazardous conditions.

2. Cathedral City is located on or near several significant seismic zones that have the potential to cause moderate to large earthquakes: San Andreas Fault Zone, Garnet Hill Fault, San Jacinto Fault, East Mojave Shear Zone and Pinto Mountain Fault. Severe seismic activity could disrupt communications, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of the City's Fire Department. Requiring the installation of on-site fire protection systems including automatic fire sprinkler systems and the other proposed fire protection measures described above can partially mitigate the demand for fire protection services following a severe seismic event, resulting in improved fire safety for building occupants and the community at-large.

3. Elevation within the City limits ranges from 270 feet in the eastern portions of the City adjacent to the Whitewater River to 1,360 feet in the mountains in the most Northern boundaries of the City. Topography extends from flat to 6% slope for habitable land. Traffic and circulation to buildings located in the commercial areas of the City often slows fire department response time to emergencies. Requiring the installation of on-site fire protection systems and the other proposed fire protection measures will supplement normal fire department response in new developments and result in improved fire safety for building occupants and the community at-large during fire occurrence.

4. Persistent drought conditions in the Colorado River Basin have resulted in water levels of Lake Mead and Lake Powell that are near-historic lows. On May 9, 2016, Governor Edmund G. Brown, Jr. issued an Executive Order aimed at water conservation due to severe and continuing drought conditions throughout the State of California. As a result of this water emergency, the City must take extensive steps

to reduce the consumption of water, including its dependency on large volumes of water for fire suppression. Requiring the installation of on-site fire protection systems and the other proposed fire protection measures will provide an increased level of fire protection and reduce the City's dependency on large volumes of water for fire suppression.

5. The local climatic, geological and topographical conditions identified above create a heightened fire danger that requires the adoption of stringent fire protection measures. If not amended, the California Building and Fire Codes would permit the construction within the City of many new buildings and structures and the improvement of many existing buildings without on-site fire protection systems, with roofing materials other than clay or concrete tile, and with aluminum and copper-clad aluminum wiring smaller than size one ought (1-0).

6. The City Council therefore finds that the amendments set forth herein afford more stringent requirements for fire protection than required by the State and that such amendments are necessary for the protection of the public's health, welfare and safety.

Section 2. AMENDMENT OF CHAPTER 8.02 OF THE CATHEDRAL CITY MUNICIPAL CODE

Chapter 8.02 entitled "California Building Standards Code" is hereby amended to read as follows:

Chapter 8.02 CALIFORNIA BUILDING STANDARDS CODE

8.02.010 California Codes Adopted without Amendment

The following codes have been adopted by the California Building Standards Commission ("Commission") and are applicable within the City, without local amendments:

A. 2016 California Energy Code. The 2016 California Energy Code is adopted by the Commission as Part 6 of Title 24 of the California Code of Regulations. The City adopts the 2016 California Energy Code without amendment.

B. 2016 California Historical Building Code. The 2016 California Historical Building Code is adopted by the Commission as Part 8 of Title 24 of the California Code of Regulations. The City adopts the 2016 California Historical Building Code without amendment.

C. 2016 California Existing Building Code. The 2016 California Existing Building Code is adopted by the Commission as Part 10 of Title 24 of the California Code of Regulations and is based on the 2015 International Existing Building Code. The City adopts the 2016 California Existing Building Code without amendment.

D. 2016 California Green Building Standards Code. The 2016 California Green Building Standards Code is adopted by the Commission as Part 11 of the California Code of Regulations. The City adopts the 2016 California Green Building Standards Code without amendment.

8.02.020 California Codes Adopted with Appendices and Amendments

The City adopts these other 2016 California Building Standards Codes and Appendices, with the local additions, deletions and amendments provided in the following chapters:

Chapter 8.04	Adoption of the 2016 California Building Code and certain Appendices and Amendments
Chapter 8.08	Adoption of the 2016 California Mechanical Code and certain Appendices and Amendments
Chapter 8.10	Adoption of the 2016 California Plumbing Code with certain Appendices and Amendments
Chapter 8.12	Adoption of the 2016 California Fire Code and certain Appendices and Amendments
Chapter 8.14	Adoption of the 2016 California Electrical Code, with certain Appendices and Amendments
Chapter 8.18	Adoption of the 2016 California Residential Code, with certain Appendices and Amendments

8.02.030 Portions Uniform Housing Code, 1997 Edition

The City adopts specified portions of the Uniform Housing Code, 1997 Edition, (UHC), with California amendments in the State Housing Law, Title 25, CCR, Division 1, Chapter 1, subchapter 1, section 32 as follows:

Only Chapters 4, 5, 6 and sections 701.2 and 701.3 of the 1997 UHC are adopted and applicable.

Section 3. AMENDMENT OF CHAPTER 8.04 TO ADOPT THE 2016 CALIFORNIA BUILDING CODE WITH AMENDMENTS

Chapter 8.04 of the Cathedral City Municipal Code is hereby re-titled as "California Building Code, 2016 Edition" and is amended to provide more stringent fire protection requirements than required by the State which are necessary for the protection of the public's health, welfare and safety.

Chapter 8.04 California Building Code, 2016 Edition

8.04.010 California Building Code Adopted with Amendments

A. Except for the local amendments set forth herein, there is adopted by reference the California Building Code, 2016 Edition, which is based upon the 2015 International Building Code and is published by the California Building Standards Commission as Part 2 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building and Safety Division.

B. The California Building Code, 2016 Edition (hereinafter "Building Code") shall be the Building Code for the City and said Code together with the adopted appendices and the amendments set forth in this chapter shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures throughout the City of Cathedral City.

8.04.020 Modifications, Amendments and Deletions to the Building Code

A. The following modifications, amendments and deletions are made to the Building Code:

- 1. Section 101.1 is deleted in its entirety.
- 2. Section 103.1 is amended to read as follows:

103.1 Creation of enforcement agency. There is established within the City, the Building and Safety Division, which shall be under the administrative and operational control of the Chief Building Official hereinafter referred to as the Chief Building Official.

3. Paragraph 2 of the Building portion of Section 105.2 is amended to reduce the height of fences which are exempt from permit requirements:

Building:

- 2. Fences and walls not over 3 feet.
- 4. Paragraph 4 of section 105.2 is deleted to remove the exemption from permit requirements for retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- 5. Section 109.1 is amended to read as follows:

109.1 Payment of fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit under this Building Code, a fee for each permit shall be paid as required and in accordance with the fee schedule adopted by the City Council, a copy of which is on file with the Building and Safety Division.

6. Section 113.1 is amended to provide for the creation of the Board of Appeals:

113.1 General. In order to determine the suitability of alternate materials and methods of construction governed by this Building Code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of three to five members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not

employees of the City of Cathedral City. Members of the Board of Appeals shall be appointed by the City Council and shall serve without compensation. Each member shall serve on the Board of Appeals for a term of 4 years. A member may be dismissed at any time during his or her term by a majority vote of the City Council. Vacancies shall be filled in the same manner as the original appointment. All matters before the Board of Appeals shall be administered by the Chief Building Official or his or her authorized representative. The Board of Appeals shall adopt reasonable rules and regulations for hearing appeals and conducting its business and such rules and regulations shall be freely accessible to the public. The Board of Appeals shall render all decisions and findings in writing with a duplicated copy to the applicant and may recommend to the City Council such new legislation as is consistent therewith.

7. Section 113.2 is amended to limit the authority of the Board of Appeals:

113.2 Limitations on authority. The Board of Appeals is created to hear an appeal based on a claim that the true intent of this code or the rules legally adopted have been incorrectly interpreted, the provisions of this code do not fully apply or to determine the suitability of alternate materials and methods of construction governed by this Building Code. The Board of Appeals shall have no authority to waive requirements of the Building Code.

8. Section 113.4 is added to provide for the filing of appeals:

113.4 Filing of appeals. All appeals shall be made in writing and shall specify the order, decision or determination made by the Chief Building Official which is being appealed and wherein the Chief Building Official erred in making the order, decision or determination. The appeal shall be accompanied by a fee as established by the City Council. If, after reviewing the information submitted, the Chief Building Official determines the appeal does not merit a change in his or her order, decision, or determination, the Chief Building Official shall schedule a hearing by the Appeals Board and the appellant shall be notified in writing of the date and time of the hearing.

9. Section 114 is amended to provide for the enforcement of the Building Code:

Section 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or to cause the same to be done, in conflict with or in violation of any provisions of this code. It shall be unlawful for any person to erect, construct, alter or repair a building or structure in violation of the approved construction documents or directive of the Chief Building Official or of a permit or certificate issued under the provisions of this code.

114.2 Public nuisance; Abatement. Any violation of this Building Code, including the adopted appendices, which results in a public nuisance pursuant to Chapter 13.80 of the City's Municipal Code may be abated in accordance with Title 13 of the City's Municipal Code.

114.3 Penalties. Any person who violates a provision of this Building Code, including the adopted appendices, or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Chief Building Official, or of a permit or certificate issued under the provisions of this Building Code shall be guilty of an infraction violation, and the violator shall be subject to the provisions set forth in Chapter 13.65 (Infractions) of the City's Municipal Code, including, but not limited to, the imposition of any and all civil and criminal penalties set forth therein.

10. Section 116 is added to read as follows:

Section 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1a Unlawful acts. It shall be unlawful for any person, firm, or corporation to maintain as unsafe structures or equipment regulated by this code, or cause the same to be done in conflict with or in violation of any provisions of this code.

11. Section 117 is added to require removal and disposal of trash and debris at building sites:

Section 117 REMOVAL AND DISPOSAL OF TRASH AND DEBRIS

117.1. Trash Containers. Trash container(s) shall be placed on each construction site and shall remain in place until construction is completed. Each trash container shall be constructed of solid wood, metal or wire mesh and shall be a minimum of three cubic yards in capacity. Should wire mesh be utilized as a material for a construction site trash container, said container shall be framed to adequately support the wire mesh. The floor and cover of a container that is constructed of wire mesh shall be properly framed to provide adequate strength and support to withstand design loads and prevent breakage. Further, the lid for said container shall be hinged with a latching device that adequately secures the lid to the container while the container is not in use in order to prevent the lid from being blown open and/or off the container. The container shall be adequately anchored to prevent overturning by wind. Each container shall be provided with a hinged cover or lid which shall remain closed at all times while not in use. When construction is being performed simultaneously on an adjoining lot by one owner or contractor, then both construction sites may be serviced by a single container, provided that in no event shall a single container be utilized by more than two such construction sites. Where construction sites are separated by one or more lots, separate containers are required for each site. It shall be the contractor's responsibility to ensure that no container is located on or within any public right-of-way. It shall be the contractor's

responsibility to ensure that all containers under his or her control are emptied of all deposited materials placed within said container(s) at least once every week. It shall be the contractor's responsibility to remove or cause to be removed all deposited materials within said container(s) as frequently as necessary to prevent overflowing of the container(s). A trash container shall be used at all times for storage of loose papers, cartons, bottles, cans, trash, and all other rubbish and debris. It shall be the contractor's responsibility to ensure that all individuals who are employed by him or her or act under his or her direction and control, observe and obey all regulations set forth herein.

117.2. Inspections. A permit holder shall not be entitled to and a building inspector shall not perform any inspections, including a final inspection, of any phase of completed construction work if the construction site or general area thereof contains an accumulation of construction rubbish and debris. In the event that a building inspector is unable to conduct a requested inspection because of an accumulation of rubbish and debris, a re-inspection fee shall be paid to the City at the time of the request for re-inspection.

117.3. Definition. Rubbish and debris for the purpose of this section includes, but is not limited to, stub ends of cut lumber, broken lumber and other scrap wood, scrap cement and plaster, scrap metal, paper cartons, wrappings, and other similar materials that result from the process of constructing a building or structure.

12. Section 1505.1 of Chapter 15 of the Building Code is amended by adding an additional exception to require the installation of clay or concrete tile roofs for all new buildings of Group R and Group M occupancies:

1505.1 General. Roof assemblies shall be divided into the classes defined below. Class A, B and C roof assemblies and roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant- treated wood roof coverings shall be tested in accordance with ASTM D 2898. The minimum roof coverings installed on buildings shall comply with Table 1505.1 based on the type of construction of the building.

Exception:

a. Skylights and sloped glazing that comply with Chapter 24 or Section 2610.

b. All new buildings of Group R and Group M occupancies that have a roof pitch of 2.5 - 12 or greater shall have coverings of clay or concrete tile conforming to ASTM C 1167 and ASTM C 1492, respectively, and shall be installed in accordance with Table 1507.3.7.

13. Section 1506.4 is added to Chapter 15 of the Building Code to provide that roofs of additions and alterations to existing buildings may be roofed

in the same roofing material as the original building unless other materials are required by the Chief Building Official:

1506.4 Additions and alterations. Roofs of all additions and alterations to existing buildings may be roofed in the same roofing material as the original building unless other materials are required by the Chief Building Official.

14. Section 3109.2 is amended to define "swimming pool" in a matter that is consistent with the Swimming Pool Safety Act (Health and Safety Code § 115920-115929):

3102B Definitions.

SWIMMING POOLS. Any structure intended for swimming or recreational bathing or wading that contains water over 18 inches deep.

(Remainder of section is unchanged)

15. Section 3104.B is added to require more stringent enclosure requirements for public swimming pools:

3104.B.1 Swimming Pools and Spas. Public swimming pools shall be completely enclosed by a fence or wall at least 5 feet in height and a self-latching, self-closing door or gate, that swings away from the pool with the latch mechanism no less than 54 inches from grade. No portion of the enclosure shall be deemed easily climable.

16. Section 3109.4.1 is amended of the Building Code is amended to insert a new exception for private residential swimming pool barriers to read as follows:

3104.B.2 All Swimming Pools and Spas. All swimming pools and spas shall comply with the Virginia Graeme Baker Act Poll and Spa Safety Act and have an enclosure in accordance with 3104B.1

Section 3104.B.2 is amended of the Building Code is added to insert a new exception for private residential swimming pool barriers to read as follows:

Exceptions:

1. Spas and hot tubs with a lockable safety cover that complies with ASTM F 1346.

2. Swimming pools with a powered safety cover that complies with ASTM F 1346.

3. Private pools and spas constructed within the fenced, gated and patrolled boundaries of a country club or similar fenced and gated residential development project are not required to be enclosed by a barrier, provided the swimming pool is equipped with one or more of the following:

- a. An alarm that produces an audible warning when the door or its screen or window, is opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. In dwellings, the deactivation switch shall be located 54 inches or more above the threshold of the door. In accessible dwellings, the deactivation switch shall be located not greater than 54 inches and not less than 48 inches above the threshold of the door.
- b. A safety cover that complies with ASTM F 1346.
- c. An approved means of protection, such as self-closing doors with self-latching devices, provided that the degree of protection afforded is not less than the protection afforded by items 1 or 2.
- 17. Section 3109.4.1 of the Building Code is amended to require more stringent enclosure requirements for residential swimming pools in a manner that is consistent with the Swimming Pool Safety Act:

3104.B.3 Barrier height and clearance. The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool or spa, provided the area away from the swimming pool or spa is accessible by the public, in other cases the required height shall be measured form the swimming pool or spa side of the barrier.

8.04.040 Adoption of Other Appendices of the Building Code without Amendments

There is adopted by reference and without amendment, the following appendices to the Building Code:

- 1. Appendix I: Patio Covers
- 2. Appendix J: Grading

Section 4 AMENDMENT OF CHAPTER 8.08 TO ADOPT THE 2016 CALIFORNIA MECHANICAL CODE WITH CERTAIN APPENDICES AND AMENDMENTS

Chapter 8.08 of the Cathedral City Municipal Code is hereby re-titled as "California Mechanical Code, 2016 Edition" and is amended to read as follows:

Chapter 8.08

California Mechanical Code, 2016 Edition

8.08.010 California Mechanical Code Adopted

A. There is adopted by reference the California Mechanical Code, 2016 Edition, which is based on the 2015 Uniform Mechanical Code and is published by the California Building Standards Commission as Part 4 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building and Safety Division.

B. The California Mechanical Code, 2016 Edition (hereinafter "Mechanical Code") shall be the Mechanical Code for the City and said Code together with the adopted appendices and the additions, deletions and amendments set forth in this chapter shall regulate and govern the requirements for the installation and maintenance of heating, ventilating, cooling, and refrigeration systems within the City as well as the issuance of permits and the collection of permit fees.

8.08.020 Modifications, Amendments and Deletions to the Mechanical Code

A. The following modifications, amendments and deletions are made to the Mechanical Code:

1. Section 103.1 is added to designate the City's Chief Building Official and his/her designees as the Authority Having Jurisdiction:

103.1 Authority Having Jurisdiction defined. The City's Chief Building Official and his/her designees are designated as the Authority Having Jurisdiction for purposes of this Mechanical Code, and wherever the term "Authority Having Jurisdiction" is used in this Code it shall mean the City's Chief Building Official and his/her designees.

2. Section 102.5 is amended to read as follows:

Section 102.5 HEALTH AND SAFETY

102.5.1 Conditions. Equipment regulated by this Mechanical Code that is unsafe or that constitutes a fire or health hazard or is otherwise dangerous to human life is, for the purpose of this section, unsafe. Use of equipment regulated by this Mechanical Code constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purpose of this section, an unsafe use.

102.5.2 Unlawful acts. It shall be unlawful and a violation of this Mechanical Code for any person, firm, or corporation to use equipment regulated by this code that is deemed unsafe or to engage in the unsafe use of such equipment.

3. Section 107.0 is amended to establish the Board of Appeals for the Mechanical Code:

107.1 General. The Board of Appeals established pursuant to Section 113 of the Building Code shall serve as the Board of Appeals for this Mechanical Code. The procedures established in CBC Section 113 for the filing of appeals shall be applicable to appeals filed pursuant to this Code.

4. Section 107.2 is amended to limit the authority of the Board of Appeals:

107.2 Limitations on authority. The Board of Appeals is created to determine the suitability of alternate materials and methods of construction governed by this Mechanical Code. The Board of Appeals shall have no authority to waive requirements of the Mechanical Code.

5. Section 106.0 is amended to read as follows:

Section 106.0 VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, improve, remove, convert or demolish, equip, use or maintain mechanical systems or equipment regulated by this Mechanical Code or cause or permit the same to be done in violation of this code. It shall be unlawful for any person to erect, construct, alter or repair a mechanical system in violation of the approved construction documents or directive of the Chief Building Official or of a permit or certificate issued under the provisions of this code.

106.2 Public Nuisance; Abatement. Any violation of this Mechanical Code, including the adopted appendices, which results in a public nuisance pursuant to Chapter 13.80 of the City's Municipal Code may be abated in accordance with Title 13 of the City's Municipal Code.

106.3 Penalties. Any person who violates a provision of this Mechanical Code, including the adopted appendices, or fails to comply with any of the requirements thereof or who erects, constructs, alters, extends, repairs, moves, improves, removes, converts or demolishes, equips, uses or maintains mechanical systems or equipment in violation of the approved construction documents or directive of the Chief Building Official, or of a permit or certificate issued under the provisions of this code shall be guilty of an infraction violation, and the violator shall be subject to the provisions set forth in Chapter 13.65 (Infractions) of the City's Municipal Code, including, but not limited to, the imposition of any and all civil and criminal penalties set forth therein.

6. Section 104.5 is amended to read as follows:

104.5 Payment of fees. On buildings, structures, and mechanical systems or alterations requiring a permit under this code, a fee for each permit shall be

paid as required, and in accordance with the fee schedule adopted by the City Council, a copy of which is on file with the Building and Safety Division.

8.08.030 Adoption of Other Appendices of the Mechanical Code without Amendments

There is adopted by reference and without amendment, the following appendices to the Mechanical Code:

- Appendix A: Residential Plan Examiner Review Form For HVAC Systems Design.
- Appendix B: Procedures to be Followed to Place Gas Equipment in Operation
- Appendix C: Installation and Testing of Oil (Liquid) Fuel-Fired Equipment
- Appendix E: Sustainable Practices
- Appendix F: Sizing of Venting Systems Serving and Outdoor Combustion and Ventilation Design
- Appendix G: Example Calculation of Outdoor Air Rate

<u>Section 5.</u> AMENDMENT OF CHAPTER 8.10 TO ADOPT THE 2016 CALIFORNIA PLUMBING CODE WITH CERTAIN APPENDICES AND AMENDMENTS

Chapter 8.10 of the Cathedral City Municipal Code is hereby re-titled as "California Plumbing Code, 2016 Edition" and is amended to read as follows:

Chapter 8.10 California Plumbing Code, 2016 Edition

8.10.010 California Plumbing Code Adopted

A. There is adopted by reference the California Plumbing Code, 2016 Edition, which is based on the 2015 Uniform Plumbing Code and is published by the California Building Standards Commission as Part 5 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building and Safety Division.

B. The California Plumbing Code, 2016 Edition (hereinafter "Plumbing Code") shall be the Plumbing Code for the City and said Code together with the additions, deletions and amendments set forth in this chapter shall regulate and govern the requirements for the installation and maintenance of plumbing and the issuance of permits and collection of permit fees.

8.10.020 Modifications, Amendments and Deletions to the Plumbing Code

A. The following modifications, amendments and deletions are made to the Plumbing Code:

1. Section 103.0 is added to designate the City's Building Official and his/her designees as the Authority Having Jurisdiction:

103.1 Authority Having Jurisdiction defined. The City's Chief Building Official and his/her designees are designated as the Authority Having Jurisdiction for purposes of this Plumbing Code and wherever the term "Authority Having Jurisdiction" is used in this Code, it shall mean the City's Chief Building Official and his/her designees.

2. Section 106.0 is amended to read as follows:

106.0 Violations and Penalties

106.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, improve, remove, convert or demolish, equip, use or maintain plumbing systems or equipment regulated by this Plumbing Code or cause or permit the same to be done in violation of this code. It shall be unlawful for any person to erect, construct, alter or repair plumbing in violation of the approved construction documents or directive of the Chief Building Official or of a permit or certificate issued under the provisions of this code.

106.2 Public nuisance; Abatement. Any violation of this Plumbing Code, including the adopted appendices, which results in a public nuisance pursuant to Chapter 13.80 of the City's Municipal Code may be abated in accordance with Title 13 of the City's Municipal Code.

106.3 Penalties. Any person who violates a prov1s1on of this Plumbing Code, including the adopted appendices, or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs plumbing in violation of the approved construction documents or directive of the Chief Building Official, or of a permit or certificate issued under the provisions of this Code shall be guilty of an infraction violation, and the violator shall be subject to the provisions set forth in Chapter 13.65 (Infractions) of the City's Municipal Code, including, but not limited to, the imposition of any and all civil and criminal penalties set forth therein.

3. Section 107.0 is amended to establish the Board of Appeals for the Plumbing Code:

107.1 Board of Appeals. The Board of Appeals established pursuant to CBC Section 113 shall serve as the Board of Appeals for this Plumbing Code. The procedures established in Section 113 for the filing of appeals shall be applicable to appeals filed pursuant to this Code. The Board is created to determine the suitability of alternate materials and methods of construction governed by this Plumbing Code. The Board shall have no authority to waive requirements of the Plumbing Code.

4. Section 104.5 is amended to read as follows:

104.5 Permit fees. On buildings, structures, and plumbing systems or alterations requiring a permit under this code, a fee for each permit shall be paid as required, in accordance with the fee schedule adopted by the City Council, a copy of which is on file with the Building and Safety Division.

8.10.030 Adoption of Other Appendices of the Plumbing Code without Amendments

There is adopted by reference and without amendment, the following appendices to the Plumbing Code:

- Appendix A: Recommended Rules for Sizing the Water Supply System
- Appendix B: Explanatory Notes on Combination Waste and Vent Systems
- Appendix D: Sizing Storm Water Drainage Systems
- Appendix H: Private Sewage Disposal Systems
- Appendix I: Installation Standards for PEX Tubing Systems for Hot and Cold Water Distribution

Section 6. AMENDMENT OF CHAPTER 8.14 TO ADOPT THE 2016 CALIFORNIA ELECTRICAL CODE WITH AMENDMENTS

Chapter 8.14 of the Cathedral City Municipal Code is hereby re-titled as "California Electrical Code, 2016 Edition" and is amended to provide more stringent fire protection requirements than required by the State:

Chapter 8.14 California Electrical Code, 2016 Edition

8.14.010 California Electrical Code Adopted with Amendments

A. Except for the local amendments set forth herein, there is adopted by reference the California Electrical Code, 2016 Edition, which is based upon the 2015 National Electrical Code and is published by the California Building Standards Commission as Part 3 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building and Safety Division.

B. The California Electrical Code, 2016 Edition (hereinafter "Electrical Code") shall be the Electrical Code for the City of Cathedral City and said Code together with the adopted appendices and the amendments set forth in this chapter shall regulate and govern the design, construction, reconstruction, installation, quality of materials, location, operation, and maintenance or use of electrical equipment, wiring and systems within the City as well as the issuance of permits and the collection of permit fees.

8.14.020 Modifications, Amendments and Deletions to the Electrical Code

- A. The following modification is made to the Electrical Code:
- 1. **Section 310.106(B) Conductor Material** is amended to prohibit the use of aluminum and copper-clad aluminum conductors, feeder conductors, branch

circuit conductors and taps or service entrance cables smaller than size 1-0 (one ought) AWG (American Wire Gauge):

2. 310.106.1 Conductors for general wiring. The use of aluminum and copperclad aluminum conductors, feeder conductors, branch circuit conductors and taps or service entrance cables smaller than size 1-0 (one ought) AWG (American Gauge Wire) is expressly prohibited.

8.14.030 Adoption, Modifications, Amendments and Deletions to Annex H of the Electrical Code

A. There is adopted by reference and with the following additions, deletions and amendments, Annex H (Administration and Enforcement), which is a part of the Electrical Code.

1. Section 80.2 is amended to designate the City's Chief Building Official and his/her designees as the Authority Having Jurisdiction:

80.2 Definitions.

Authority Having Jurisdiction defined. The City's Chief Building Official and his/her designees are designated as the Authority Having Jurisdiction for purposes of this Electrical Code and wherever the term "Authority Having Jurisdiction" is used in this Code, it shall mean the City's Chief Building Official and his/her designees.

(Remainder of section is unchanged).

2. Section 80.3 is amended to read as follows:

80.3 Purpose. The purpose of this article shall be to provide requirements for administration and enforcement of this Electrical Code.

- 3. Section 80.5 is deleted.
- 4. Section 80.7 is deleted.
- 5. Section 80.9 is deleted.
- 6. Section 80.11 is deleted.
- 7. Section 80.13 is amended to read as follows:

80.13 Authority. There is established within the City, the Building and Safety Division, which shall be under the administrative and operational control of the City's Chief Building Official hereinafter referred to as the Chief Building Official. This code shall be administered and enforced by the Chief Building Official as follows:

Subsections 1 through 16 of this section 80.13 remain the same; however, whenever the provisions of this Annex H conflict with the provisions of

Chapter 89.108, the provisions of Chapter 89.108, as adopted by the State and enforceable upon the City shall apply.

Subsection (17) is added to section 80.13:

(17) A written application shall be submitted for a proposed alternate material or method of construction together with a fee established by the City Council. The details of any action granting an alternate material or method of construction shall be noted in the files of the Building Department.

8. Section 80.15 is amended to provide for the creation of the Board of Appeals:

80.15 Board of Appeals.

(A) Creation of Board of Appeals. The electrical board shall be the Appeals Board established under the provisions of Section 113 of the Building Code, and any amendments adopted thereto, hereinafter designated as the "Board".

(B) Limitations on authority. The Board is created to determine the suitability of alternate materials and methods of construction governed by this Electrical Code. The Board shall have no authority to waive requirements of this Code.

(C) Filing of appeals. All appeals shall be made in writing and shall specify the order, decision or determination made by the Chief Building Official which is being appealed and wherein the Chief Building Official erred in making the order, decision or determination. The appeal shall be accompanied by a fee as established by the City Council. If, after reviewing the information submitted, the Chief Building Official determines the appeal does not merit a change in his or her order, decision, or determination, the Chief Building Official shall schedule a hearing by the Board and the appellant shall be notified in writing of the date and time of the hearing.

(All other provisions of section 80.15 are deleted)

9. Section 80.19 is amended to read as follows:

80.19 Permits. The administration of permits under this Electrical Code shall be governed by Section 89.108.4 of the General Code Provisions of this Electrical Code, together with Sections 112.0, 113.0, 114.0 and subsections 115.3, 115.4 and 115.5 of the administration provisions of the Mechanical Code, and any amendments adopted thereto. When necessary, provisions specifically pertaining to mechanical systems are deleted, and provisions which refer to mechanical systems which can be made applicable to electrical systems and connections are hereby amended accordingly.

10. Section 80.23 is amended to read as follows:

80.23 Violations.

80.23.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this Electrical Code, or to cause the same to be done, in conflict with or in violation of any provisions of this code. It shall be unlawful for any person to erect, construct, alter or repair a building or structure in violation of the approved construction documents or directive of the Chief Building Official or of a permit or certificate issued under the provisions of this code.

80.23.2 Public nuisance; Abatement. Any violation of this Electrical Code, including the adopted appendices, which results in a public nuisance pursuant to Chapter 13.80 of the City's Municipal Code may be abated in accordance with Title 13 of the City's Municipal Code.

80.23.3 Penalties. Any person who violates a provision of this Electrical Code, including the adopted appendices, or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Chief Building Official, or of a permit or certificate issued under the provisions of this code shall be guilty of an infraction violation, and the violator shall be subject to the provisions set forth in Chapter 13.65 (Infractions) of the City's Municipal Code, including, but not limited to, the imposition of any and all civil and criminal penalties set forth therein.

- 11. Section 80.27 is deleted.
- 12. Section 80.29 is deleted.
- 13. Section 80.33 is deleted.
- 14. Section 80.35 is deleted.
- 15. Section 80.37 is added to provide for fees:

80.37 Fees.

80.37.1 Payment of fees. On buildings, structures, and electrical systems or alterations requiring a permit under this Electrical Code, a fee for each permit shall be paid as required, in accordance with the fee schedule adopted by the City Council, a copy of which is on file with the Building and Safety Division.

80.37.2 Fee refunds. The administrative provisions for the refunding of fees paid under this code shall be governed by subsection 114.6 of the administration provisions of the Mechanical Code, with the adopted amendments thereto. When necessary, provisions specifically pertaining to mechanical systems are deleted, and provisions which refer to mechanical systems which can be made applicable to electrical systems and connections are hereby amended accordingly.

16. Section 80.39 is added to provide for inspections:

80.39 Inspections. The administration of inspections under this code shall be governed by subsection 89.108.4.4 of the General Code Provisions of this Electrical Code together with Section 115 of the administration provisions of the Mechanical Code, and any adopted amendments thereto. When necessary, provisions specifically pertaining to mechanical systems are deleted, and provisions which refer to mechanical systems which can be made applicable to electrical systems and connections are hereby amended accordingly.

17. Section 80.41 is added to provide for connection approvals:

80.41 Connection Approval. The administration of connection approvals under this code shall be governed by Section 116 of the administration provisions of the Mechanical Code, with the adopted amendments thereto. When necessary, provisions specifically pertaining to mechanical systems are deleted, and provisions which refer to mechanical systems which can be made applicable to electrical systems and connections are hereby amended accordingly.

8.14.040 Adoption of Other Annex Chapters of the Electrical Code without Amendments

There is adopted by reference and without amendment, the following annex chapters to the Electrical Code:

- Annex A: Product Safety Standards
- Annex B: Application Information for Ampacity Calculation
- Annex C: Conduit and Tubing Fill Tables for Conductors and Fixture Wires of the Same Size
 - Annex D: Examples
 - Annex E: Types of Construction
 - Annex F: Critical Operations Power Systems

Section 7. AMENDMENT OF CHAPTER 8.18 TO ADOPT THE 2016 CALIFORNIA RESIDENTIAL CODE WITH AMENDMENTS

Chapter 8.18 of the Cathedral City Municipal Code is hereby re-titled as "California Residential Code, 2016 Edition" and is amended to provide more stringent fire protection requirements than required by the State which are necessary for the protection of the public's health, welfare and safety.

Chapter 8.18. California Residential Code, 2016 Edition

8.18 California Residential Code Adopted with Amendments

A. Except for the local amendments set forth herein, there is adopted by reference the California Residential Code, 2016 Edition, which is based upon the 2015 International Residential Code and is published by the California Building Standards Commission as Part 2.5 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building and Safety Division.

B. The California Residential Code, 2016 Edition (hereinafter "Residential Code") shall be the Residential Code for the City and said Code together with the adopted appendices and the amendments set forth in this chapter shall regulate and govern the conditions and maintenance of all one- and two-family properties, buildings and structures within the City by providing the standards for supplied utilities and facilities and other physical things and condition essential to ensure that structures are safe, sanitary and fit for occupation and use and providing for the condemnation and demolition of buildings and structures that are unfit for human occupancy and use, and the issuance of permits and collection of permit fees.

8.18 Modifications, Amendments and Deletions to the Residential Code

A. The following modifications, amendments and deletions are made to the Residential Code:

- 1. Section R101.1 is deleted in its entirety.
- 2. Section R103.1 is amended to read as follows:

R103.1 Creation of enforcement agency. There is established within the City, the Building and Safety Division, which shall be under the administrative and operational control of the Chief Building Official hereinafter referred to as the Chief Building Official.

3. Paragraph 2 of the Building portion of Section R105.2 is amended to reduce the height of fences which are exempt from permit requirements:

Building:

- a. Fences and walls not over 3 feet.
- 4. Paragraph 3 of section R105.2 is amended to change the exemption from permit requirements for retaining walls that are not over two (2) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
- 5. Section R108.1 is amended to read as follows:

R108.1 Payment of fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit under this Residential Code, a fee for each permit shall be paid as required and in

accordance with the fee schedule adopted by the City Council, a copy of which is on file with the Building and Safety Division.

6. Section R112.1 is amended to provide for the creation of the Board of Appeals:

112.1 General. In order to determine the suitability of alternate materials and methods of construction governed by this Building Code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of five members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the City of Cathedral City. Members of the Board of Appeals shall be appointed by the City Council and shall serve without compensation. Each member shall serve on the Board of Appeals for a term of 4 years. A member may be dismissed at any time during his or her term by a majority vote of the City Council. Vacancies shall be filled in the same manner as the original appointment. All matters before the Board of Appeals shall be administered by the Chief Building Official or his or her authorized representative. The Board of Appeals shall adopt reasonable rules and regulations for hearing appeals and conducting its business and such rules and regulations shall be freely accessible to the public. The Board of Appeals shall render all decisions and findings in writing with a duplicated copy to the applicant and may recommend to the City Council such new legislation as is consistent therewith.

7. Section R112.2 is amended to limit the authority of the Board of Appeals:

R112.2 Limitations on authority. The Board of Appeals is created to determine the suitability of alternate materials and methods of construction governed by this Building Code. The Board of Appeals shall have no authority to waive requirements of the Building Code.

- 8. Section R112.3 is deleted.
- 9. Section R112.4 is deleted.
- 10. Section R112.5 is added to provide for the filing of appeals:

R112.5 Filing of appeals. All appeals shall be made in writing and shall specify the order, decision or determination made by the Chief Building Official which is being appealed and wherein the Chief Building Official erred in making the order, decision or determination. The appeal shall be accompanied by a fee as established by the City Council. If, after reviewing the information submitted, the Chief Building Official determines the appeal does not merit a change in his or her order, decision, or determination, the Chief Building Official shall schedule a hearing by the Appeals Board and the appellant shall be notified in writing of the date and time of the hearing.

11. Section R113 is amended to provide for the enforcement of the Residential Code:

Section R113 VIOLATIONS

R113.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or to cause the same to be done, in conflict with or in violation of any provisions of this code. It shall be unlawful for any person to erect, construct, alter or repair a building or structure in violation of the approved construction documents or directive of the Chief Building Official or of a permit or certificate issued under the provisions of this code.

R113.1.2 Public nuisance; Abatement. Any violation of this Building Code, including the adopted appendices, which results in a public nuisance pursuant to Chapter 13.80 of the City's Municipal Code may be abated in accordance with Title 13 of the City's Municipal Code.

R113.4 Penalties. Any person who violates a provision of this Residential Code, including the adopted appendices, or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Chief Building Official, or of a permit or certificate issued under the provisions of this Residential Code shall be guilty of an infraction violation, and the violator shall be subject to the provisions set forth in Chapter 13.65 (Infractions) of the City's Municipal Code, including, but not limited to, the imposition of any and all civil and criminal penalties set forth therein.

12. Section R115 is added and reads as follows:

Section R115 UNSAFE STRUCTURES AND EQUIPMENT

- **R115.1 Conditions.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance shall be deemed an unsafe condition.
- **R115.2 Unlawful acts.** It shall be unlawful for any person, firm, or corporation to maintain as unsafe structures or equipment regulated by this code, or cause the same to be done in conflict with or in violation of any provisions of this code.
- 13. Section R116 is added to require removal and disposal of trash and debris at building sites:

Section R116 REMOVAL AND DISPOSAL OF TRASH AND DEBRIS

R116.1 Trash Containers. A trash container(s) shall be placed on each construction site and shall remain in place until construction is completed. Each trash container shall be constructed of solid wood, metal or wire mesh

and shall be a minimum of three cubic yards in capacity. Should wire mesh be utilized as a material for a construction site trash container, said container shall be framed to adequately support the wire mesh. The floor and cover of a container that is constructed of wire mesh shall be properly framed to provide adequate strength and support to withstand design loads and prevent breakage. Further, the lid for said container shall be hinged with a latching device that adequately secures the lid to the container while the container is not in use in order to prevent the lid from being blown open and/or off the container. The container shall be adequately anchored to prevent overturning by wind. Each container shall be provided with a hinged cover or lid which shall remain closed at all times while not in use. When construction is being performed simultaneously on an adjoining Jot by one owner or contractor, then both construction sites may be serviced by a single container, provided that in no event shall a single container be utilized by more than two such construction sites. Where construction sites are separated by one or more lots, separate containers are required for each site. It shall be the contractor's responsibility to ensure that no container is located on or within any public right-of-way. It shall be the contractor's responsibility to ensure that all containers under his or her control are emptied of all deposited materials placed within said container(s) at least once every week. It shall be the contractor's responsibility to remove or cause to be removed all deposited materials within said container(s) as frequently as necessary to prevent overflowing of the container(s). A trash container shall be used at all times for storage of loose papers, cartons, bottles, cans, trash, and all other rubbish and debris. It shall be the contractor's responsibility to ensure that all individuals who are employed by him or her or act under his or her direction and control, observe and obey all regulations set forth herein.

R116.2 Inspections. A permit holder shall not be entitled to and a building inspector shall not perform any inspections, including a final inspection, of any phase of completed construction work if the construction site or general area thereof contains an accumulation of construction rubbish and debris. In the event that a building inspector is unable to conduct a requested inspection because of an accumulation of rubbish and debris, a re-inspection fee shall be paid to the City at the time of the request for re-inspection.

R116.3 Definition. Rubbish and debris for the purpose of this section includes, but is not limited to, stub ends of cut lumber, broken lumber and other scrap wood, scrap cement and plaster, scrap metal, paper cartons, wrappings, and other similar materials that result from the process of constructing a building or structure.

14. Section R403.1.9 is added to Chapter 4 of the Residential Code to provide criteria for the top of exterior foundation elevations for all residential structures, which shall read as follows:

R403.1.9 MINIMUM FOUNDATION ELEVATION REQUIREMENTS. The top of exterior foundation elevation of all residential structures used for human occupancy shall meet the following criteria.

a. If no elevations have been fixed in connection with a permit or approval, the finished floor shall be located at the highest elevation required as set forth as follows:

i. On level lots, the top of the exterior foundation shall be elevated to a minimum of 18 inches above the top of the curb or the top of the crown of the street immediately in front of the subject lot.

ii. On lots where the lot drains toward the adjacent road or is subject to water impounded behind an adjacent road, the finished floor shall be elevated to a minimum of 18 inches above the top of the crown of the adjacent road.

- b. The requirement of this section may be waived or modified by the Chief Building Official, in his or her sole discretion, upon the existence of one or both of the following circumstances:
 - i. If a proposed method of construction that is prepared by a registered civil engineer provides equivalent flood protection; or
 - ii. If the unique characteristics of a building site make the requirements unnecessary.
- 15. Section R902.1 of Chapter 9 of the Residential Code is amended by adding an additional exception to require the installation of clay or concrete tile roofs for all new buildings of Group R occupancies:

All new buildings of Group R occupancies that have a roof pitch of $2\frac{1}{2}$ " - 12" or greater shall have coverings of clay or concrete tile conforming to ASTM C 1167 and ASTM C 1492, respectively, and shall be installed in accordance with Table R905.3.7.

16. Section R904.5 is added to Chapter 9 of the Residential Code to provide that roof of additions and alterations to existing buildings may be roofed in the same roofing material as the original building unless other materials are required by the Chief Building Official:

R904.5 Additions and alterations. Roofs of all additions and alterations to existing buildings may be roofed in the same roofing material as the original building unless other materials are required by the Chief Building Official.

8.18 Adoption of Other Appendices of the Residential Code without Amendments

There is adopted by reference and without amendment, the following appendices to the Residential Code:

A. Appendix H: Patio Covers

Section 8. AMENDMENT OF CHAPTER 8.12 TO ADOPT THE 2016 CALIFORNIA FIRE CODE WITH AMENDMENTS

Chapter 8.12 of the Cathedral City Municipal Code is hereby re-titled as "California Fire Code, 2016 Edition" and is amended to provide more stringent fire protection requirements than required by the State which are necessary for the protection of the public's health, welfare and safety.

Chapter 8.12 California Fire Code, 2016 Edition

8.12.010 California Fire Code Adopted with Amendments

A. Except for the local amendments set forth herein, there is adopted by reference the California Fire Code 2016 Edition, which is based upon the 2015 International Fire Code and is published by the California Building Standards Commission as Part 9 of Title 24 of the California Code of Regulations. A copy of the Code together with the local amendments is on file with the Building Department.

B. The California Building Code, 2016 Edition (hereinafter "Fire Code") shall be the Fire Code for the City and said Code together with the adopted appendices and the amendments set forth in this chapter shall regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises, and providing for the issuance of permits and collection of permit fees.

8.12.020 Modifications, Amendments and Deletions to the Fire Code

- A. The following amendment is made to Section 202:
- 1. Chapter 2 Definitions is amended to add the definitions of "Common Area" and "Cannabis Facilities":

DEFINITIONS

CANNABIS FACILITY: Cannabis establishments and businesses are required to be licensed by the City of Cathedral City including but not limited to marijuana sales occupancies (dispensaries and distribution centers), marijuana cultivation facilities, marijuana product manufacturing (including extraction and infused product operations), and marijuana testing labs. These establishments or businesses involve unique operations which create significant life safety and fire hazards. As such, all establishments or businesses engaging in cannabis activities shall meet the requirements of the City of Cathedral City Fire Department.

New and/or existing marijuana related establishments or businesses (including unlicensed/non-compliant) may require construction permits or a change of occupancy; this may include access control systems, electrical modifications, addition or deletions of walls, addition or modifications of fire protection systems, modification to mechanical systems (exhaust hood systems), air monitoring equipment etc. Reference the Fire Department Guideline for Construction Permitting for Cannabis Establishments / Businesses Located in Commercial Buildings for further information during the construction permitting process.

COMMON AREA. For the purposes of ADA compliance for visual notification, a common area shall be a room, space, or element made available for use of a restricted group of people (example, occupants of a homeless shelter, the occupants of an office building, or the guests of such occupants). Common areas shall include restrooms, hallways, lobbies, meeting and conference rooms, classrooms, cafeterias, filing and photocopy rooms, employee break rooms, open office areas exceeding 300 square feet, examination and treatment rooms, and similar areas that are not used solely as employee work areas. Mechanical, electrical and telephone closets, janitor closets, and similar non-occupied spaces that are not common areas or assigned work areas are not required to have visual alarm devises.

MID-RISE BUILDING: Buildings measured from 55 feet to 75 feet above the lowest floor level of fire department vehicular access shall be enhanced with high-rise provisions as set forth in Section 509.1 of the California Fire Code. The Fire Command Center located inside of enhanced buildings shall contain the following features:

- a. The emergency voice/alarm communication system unit.
- b. Fire-detection and alarm system annunciator system.
- c. Status indicators and controls for air-handling systems.
- d. The firefighter's control panel required by here in section 909.16 for smoke control systems installed in the building.
- e. Controls for unlocking stairwell doors simultaneously.
- f. Sprinkler valve and water-flow detector display panels.
- g. Emergency and standby power status indicators.
- h. Fire pump status indicators.
- i. Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, firefighting equipment and fire department access.
- j. Work table.
- k. Generator supervision devices, manual start and transfer features.
- I. Public address system, where specifically required by other sections of this code.
- m. Fire Command centers shall not be used for the housing of any boiler, heating unit, generator, combustible storage, similar hazardous equipment or storage, mechanical rooms or other areas as determined by the Fire Chief.
- n. Survivability. Interconnecting cables between the Fire Command Center and the remote control equipment, including all circuits necessary for the operation of the notification appliances shall be protected from attack by fire.

MODEL ROCKET: shall mean any toy or educational device which weighs not more than 500 grams, including the engine and any payload that is propelled by model rocket engines.

MODEL ROCKET ENGINE: shall mean a commercially manufactured, nonreusable rocket propulsion device which is constructed of a nonmetallic casing and solid propellant, wherein all of the ingredients are self-contained so as not to require mixing or handling by the user and which have design and construction characteristics determined by the State Fire Marshal to provide a reasonable degree of safety to the user.

(All remaining provisions of Section 202 are unchanged)

8.12.030 Modifications, Amendments, and Deletions to Appendix Chapter 1 of the Fire Code

A. There is adopted by reference and with the following additions, deletions and amendments, Appendix Chapter 1, Administration, of the Fire Code:

1. Section 103.4 is amended to read as follows:

103.4 Liability. Any liability against the City of Cathedral City Fire Department or any officer or employee shall be as provided for in California Government Code and case law. Fire suppression, investigation and rescue or emergency medical costs are recoverable in accordance with California Health and Safety Code Sections 13009 and 13009.1. Any person who negligently or intentionally, or in violation of law, causes an emergency response, including but not limited to, a traffic accident or spill of toxic or flammable fluids or chemicals, is liable for the costs of securing such emergency, including those costs set out in Government Code Section 53150, et seq. Any expense incurred by the fire department for securing such an emergency situation shall constitute a debt of such person and shall be collectible by the public agency in the same manner as in the case of an obligation under contract, expressed or implied.

(All other provisions of Section 103 are the same.)

2. Section 106.2.3 is added:

106.2.3 Inspection of Residential Occupancy Upon Transfer of Ownership. Any residential dwelling unit which falls within Group "R" under this Code that is the subject of a transfer in ownership shall be required to have smoke detectors properly installed and operable prior to the property transfer and shall be required to comply with Section 1029 "Emergency Escape and Rescue" of this Code. Before any such property may close escrow, the current owner, seller, broker or agent shall arrange for a smoke detector inspection to be conducted by the Fire Department to assure that the residential dwelling is equipped with the number and type of smoke detection devices required by Section 907.2.11.6 of this Code and is equipped with the required number of internal releasing devices for obstructions to exits from sleeping rooms as required by this Code and that all required devices are operating properly.

3. Section 108.1 is amended to read as follows:

The Board of Appeals established pursuant to Section 108 of the Fire Code shall serve as the Board of Appeals for this Fire Code. The procedures established in Section 108 for the filing of appeals shall be applicable to appeals filed pursuant to this Code. The Board is created to determine the suitability of alternate materials and methods of fire protection by this Fire Code. The Board shall have no authority to waive requirements of the Fire Code.

(All other provisions of Section 108 are the same.)

4. Section 109.3 is amended to read as follows:

109.3 Violations and Penalties. Each person or entity who engages in any of the following conduct is guilty of an infraction violation which is punishable by a fine in an amount provided by the City Municipal Code Section 13.65.050 and by the imposition of any and all other criminal penalties set forth in Chapter 13.65:

- a. Violate or fail to comply with any of the provisions of the California Fire Code, or this chapter;
- b. Fail to comply with any order made pursuant to the California Fire Code or this chapter;
- c. Build or construct in violation of any detailed statement, specifications, or plans submitted and approved pursuant to the California Fire Code or this chapter;
- d. Build or construct in violation of any certificate or permit issued pursuant to the California Fire Code or this chapter; or
- e. Fail to comply with an order made pursuant to the California Fire Code or this chapter which is affirmed or modified after an appeal was conducted.

Each person or entity which engages in flagrant and serious violations and/or continued noncompliance after notice or order to comply has been served on the violator or posted on the subject property at which a violation exists is guilty of a misdemeanor violation which is punishable by a fine provided by Municipal Code Section 13.70.080 and by the imposition of any and all other criminal penalties set forth in Chapter 13.70.

Each person or entity is guilty of a separate offense for each day, or portion thereof, during which any violation of any provision of the California Fire Code or this chapter is committed, continued or permitted by such person or entity after notification of the initial violation and shall be punishable according to the terms set forth herein. The application of the penalties provided for in this section shall be cumulative and shall not prevent the City from pursuing other remedies provided by the City of Cathedral City Municipal Code for said violations including, but not limited to, the abatement of public nuisance conditions.

(All other provisions of Section 109 are the same.)

5. Section 111.4 is amended to read as follows:

111.4 Failure to comply. It shall be unlawful and a violation of this Code for any person to continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition.

(All other provisions of Section 111 are the same.)

B. A copy of the foregoing modifications, amendments and deletions to Fire Code Appendix Chapter 1 shall be maintained in the City's Building and Fire Departments and available for public inspection.

8.12.040 Modifications, Amendments and Deletions to Appendix B of the Fire Code

A. There is adopted by reference and with the additions, deletions and amendments adopted herein, Appendix B, Fire Flow Requirements for Buildings, which is a part of the Fire Code. A copy of Appendix B, as amended, shall be maintained in the City's Building and Fire Departments and available for public inspection.

B. The following deletion is made to Appendix B:

Subsection B104.2 (area separation) is deleted from Appendix B.

- C. The following amendment is made to Appendix B:
- 1. Table B105.2 Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses.

Section 903.3.1.1 of the International Fire Code is amended to allow 50% of the value in Table B105.1(2)^a.

Section 903.3.1.2 of the International Fire Code is amended to allow 50% of the value in Table B105.1(2)^a.

D. The following deletion and amendment is made to Appendix B:

Footnote "a" – The reduced fire-flow shall not be less than 1,000 gallons per minute is deleted.

Footnote "b" – The reduced fire-flow shall not be less than 1,500 gallons per minute and is renumbered to become Footnote "a".

E. The following amendment is made to Appendix B:

Section B106 Referenced Standard

ICC IFC-15 International Fire Code, Table B105.2 to add (as amended).

(All other provisions of Appendix B remain the same.)

8.12.050 Fire Code Chapters Adopted Without Amendment

A. The following chapters of the Fire Code are adopted without local amendments:

Chapter 1 - General Code Provisions
Chapter 4 - Emergency Planning and Preparedness
Chapter 6 - Building Services and Systems
Chapter 7 - Fire Resistance Rated Construction
Chapter 8 - Interior Finish, Decorative Materials and Furnishings
Chapter 10 - Means of Egress
Chapter 11 - Aviation Facilities
Chapter 12 - Dry Cleaning
Chapter 13 - Combustible Dust Producing Operations
Chapter 14 - Fire Safety During Construction and Demolition
Chapter 15 - Flammable Finishes
Chapter 16 - Fruit and Crop Ripening
Chapter 17- Fumigation and Thermal Insecticidal Fogging
Chapter 18 - Semiconductor Fabrication Facilities
Chapter 19 - Lumber Yards and Woodworking Facilities
Chapter 20 - Manufacture of Organic Coatings
Chapter 21 - Industrial Ovens
Chapter 22 - Motor Fuel Dispensing Facilities and Repair Garages
Chapter 24 - Tents, Canopies and Other Membrane Structures
Chapter 25 - Tire Rebuilding and Tire Storage
Chapter 26 - Welding and Other Hot Work
Chapter 28 - Aerosols
Chapter 29 - Combustible Fibers
Chapter 30 - Compressed Gasses
Chapter 31 - Corrosive Materials
Chapter 32 - Cryogenic Fluids
Chapter 35 - Flammable Gases
Chapter 36 - Flammable Solids
Chapter 37 - Highly Toxic and Toxic Materials
Chapter 39 - Organic Peroxides
Chapter 40 - Oxidizers
Chapter 41 - Pyrophoric Materials
Chapter 42 - Pyroxylin (Cellulose Nitrate) Plastics
Chapter 43 - Unstable (Reactive) Materials
Chapter 44 - Water Reactive Solids and Liquids
Chapter 45 - Referenced Standards
Chapter 46 - Motion Picture and Television Production
Chapter 47 - Requirements for Wildland-Urban Interface Fire Areas

8.12.060 Adoption of Other Appendices of the Fire Code without Amendments

There is adopted by reference and without amendment, the following appendices to the Fire Code:

Appendix E:	Hazardous Materials Categories
Appendix F:	Hazard Ranking
Appendix G:	Cryogenic Fluids -Weight and Volume Equivalents
Appendix H:	Hazardous Materials Management Plans and Hazardous Materials Inventory Statements
Appendix J-1.1:	Cathedral City Public Safety Radio System Coverage Specifications
Appendix K:	Temporary Haunted Houses, Ghost Walks and Similar Amusement Uses
Appendix L:	Cathedral City Fire Department Development Guidelines

A copy of the City of Cathedral City Fire Department Development Guidelines and the Cathedral City Public Safety Radio System Coverage Specifications shall be kept on file with the City Clerk.

B. The following modifications, amendments and deletions are made Section 308:

1. Section 308.3 is amended to regulate the use of Tiki/Luau torches:

308.3 Open-flame devices. A person shall not utilize or allow to be utilized, an open flame or use of a Tiki or Luau torch in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies without first obtaining a permit in accordance with Appendix Chapter 1, Section 105.6.

2. Section 308.7 is added to regulate the installation of permanent Tiki and/or Luau torches:

308.7 Installation of Permanent Tiki and/or Luau torches using Liquid Propane Fuel or Natural Gas.

- a. The following regulations apply to the installation of permanent Tiki and Luau torches using liquid propane fuel or Natural gas:
 - i) Only LPG or natural gas fueled permanent Tiki and/or Luau torches will be allowed.

- ii) Installer shall submit plans to the Planning Department for review and approval. After Planning Department approval, the plans must be reviewed and approved by the Building Department and Fire Department. After all approvals, installer must obtain an operational permit for use of an open flame device.
- iii) Maximum length of flame shall not exceed twelve (12) inches.
- iv) Flame shall be a minimum of eight (8) feet from ground level and entire torch shall be entirely on private property.
- v) Minimum size of pipe support shall be one and one half inches (1 1/2") in diameter. EXCEPTION: If mounted on a structure and braced to the satisfaction of the inspection authority, minimum size could be one inch (1"). A radius of five (5) feet between torch burner and combustibles shall be maintained.
- b. Where natural gas or LPG is used, an approved shut-off valve shall be located at or near the base of the torch and a labeled secondary shut-off shall be located at a readily accessible remote location. Secondary valves may operate one or more torches.

(All remaining provisions of Section 308 are unchanged)

- C. The following modifications, amendments and deletions are made Section
- 311:
- 1. Section 311.5 (Placards) is deleted in its entirety.

(All remaining provisions of Section 311 are unchanged)

D. Section 320 is added to regulate fire protection measures for parade floats:

SECTION 320 PARADE FLOATS

320.1 Decorative materials. Decorative materials on parade floats shall be non-combustible or flame retardant.

320.2 Fire protection. Motorized parade floats and towing apparatus shall be provided with a minimum 2-A: 10-B:C rated portable fire extinguisher readily accessible to the operator.

320.3 A twelve (12) inch minimum clearance of decorative materials shall be maintained around the vehicle and/or generator.

320.4 Portable generators shall be secure from tipping and subject to approval by the fire code official.

- E. The following modifications, amendments and deletions are made Section
- 503:
- 1. Subsection 503.1.2 is amended to regulate fire apparatus access roads for developments of one-or two-family dwellings:

503.1.2 Additional access. The Fire Chief is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access. Developments of one-or two-family dwellings where the number of dwelling units exceeds 25 shall be provided with separate and approved fire apparatus access roads. All multiple-family residential developments shall provide with two separate and approved fire apparatus access roads.

2. Subsection 503.1.4 is added to provide for the evaluation of the design of access roads:

503.1.4 Access road design. The Fire Chief shall evaluate access road design in terms of total response efficiency. The Fire Chief is authorized to make modifications to access road network design, access road route and inter-connectivity with new or existing roads so that response efficiency is maintained.

3. Subsection 503.1.5 is added to regulate access roads with installed fences which cause the distance from the road to exceed the maximum distance allowed in Section 503:

503.1.5 Fences. When fences are installed that caused the distance from an approved fire department access road to exceed the maximum distance allowed in Section 503 here in, a person gate shall be provided in the fence to maintain the required fire department access. The gate shall be a minimum four (4) feet in width and be equipped with a key box, key switch and/or lock accessible from both sides in accordance with Section 506 of this Code.

4. Subsection 503.1.6 is added to regulate fire access roads, fire lanes and signage:

503.1.6 Fire apparatus access roads, fire lanes and signage. In all locations where access by emergency vehicles for fire suppression and rescue purposes is unduly difficult or subject to obstruction, the Fire Chief may designate certain locations as fire lanes. Fire lanes may include some or all roadways within certain public or private structural complexes. Such roadways shall be marked and/or posted in accordance with the standards provided by the Cathedral City Fire Department. Persons or entities who park, leave, abandon, or store a vehicle(s) or cause or permit a vehicle(s) to be parked, left, abandoned, or stored in a fire lane may be subject to the issuance of an infraction citation pursuant to Chapter 13.65 of the Cathedral City Municipal Code and/or may have their vehicle(s) towed from the location pursuant to local or State statutes. All fire lane signs and/or curb markings

shall be maintained in a legible and visible condition at all times by the property owner(s).

5. Subsection 503.2.1 is amended to regulate the dimensions for fire access roads for subterranean and above-ground parking structures and those located in the proximity of buildings and structures more than thirty (30) feet in height:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches, except that subterranean and above ground parking structures shall have an unobstructed vertical clearance of not less than 8 feet 6 inches.

6. Subsection 503.2.3 is amended to regulate the design of access road surfaces:

503.2.3 Surface. Fire apparatus access roads shall be designed, and maintained to support the imposed loads of fire apparatus (73,000 lbs. GVW) and shall be surfaced so as to provide all- weather driving capabilities.

7. Subsection 503.2.4 is amended to regulate the turning radius of access roads:

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall be determined by the Fire Chief. Fire access road turns and corners shall be designed with a minimum inner radius of 15 feet and an outer radius of 35 feet. Radius must be concentric.

8. Subsection 503.2.5 is amended to regulate dead ends for access roads:

503.2.5 Dead ends. Dead-end fire apparatus access roads in excess of 150 one hundred fifty feet in length shall be provided with an approved area for turning around fire apparatus. The City of Cathedral City has two approved turn around provisions: (i) a cul-de-sac with an outside turning radius of 35 feet from centerline; and (ii) a hammerhead turnaround 65 feet from centerline in both directions.

9. Subsection 503.2.7 is amended to regulate the grade of access roads:

503.2.7 Grade. The grade of the fire apparatus access road shall be within the limits established by the Fire Chief based on the fire department's apparatus. No grade shall exceed 12 percent. Grade transitions shall not exceed maximum angle of approach and angle of departure based on the fire department's apparatus as determined by the Fire Chief.

10. Subsection 503.2.9 is added to provide for aerial fire access roads:

503.2.9 Aerial Fire Access Roads. Buildings or portions of buildings or facilities exceeding 30 feet in height above the lowest level of fire department

vehicle access shall be provided with approved fire apparatus access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial fire apparatus access roadway.

- a. **503.2.9.1 Minimum width.** Fire apparatus access roads shall have a minimum unobstructed width of 26 feet in the immediate vicinity of any building or portion of building more than 30 feet in height.
- b. **503.2.9.2 Proximity to building**. At least one of the access routes required under this section 503.2.9 shall be located within a minimum of 15 feet and a maximum of 30 feet from the building and shall be positioned parallel to one entire side of the building.
- 11. Amendments are made to Section 503.6 to maintain emergency response standards related to efficiency and time. It is necessary for the Fire Chief to have the authority to condition the design of access roads related to the proposed project as delays in response times have a detrimental effect upon public safety:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Chief. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained at all times.

- a. **503.6.1 Knox access switches**; approved padlock or chain. Secured automated vehicle gates or entries shall utilize approved Knox access switches as required by the Fire Chief. The location of the Knox access switches must be approved by the fire code official prior to the installation. Secured non-automated vehicle gates or entries shall utilize an approved padlock or chain (maximum link or lock shackle size of ¼ inch) when required by the Fire Chief.
- b. **503.6.2 Residential complexes.** Residential complexes using secured automated vehicle entry gates or entries shall utilize a traffic pre-emptive strobe-activated switch and/or an approved Knox key electric switch when required by the Fire Chief. Gate arms securing parking lots and parking structures shall be equipped with a fire department approved dual-keyed Knox key electric switch. When activated, the arm or arms shall open to allow fire and law enforcement access.
- c. **503.6.3 Dimensions.** Approved security gates shall be a minimum of 20 feet in unobstructed drive width on at least the entry side with gate in open position. An unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) shall be provided and maintained at all times.
- d. **503.6.4 Power failure.** In the event of a power failure, the gate(s) shall be defaulted or automatically transferred to a fail-safe mode allowing the gate to be pushed open without the use of special

knowledge or any equipment. If a two- gate system is used, the override switch must open both gates.

- e. **503.6.5 Override switch.** If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.
- f. **503.6.6 Spikes and roadway obstructions prohibited.** No spikes or roadway obstructions shall be constructed within access and exit ways without provisions for emergency retraction or removal with a Knox electrical override switch or similar device as approved by the Fire Chief.
- g. **503.6.7 Final inspection**. A final field inspection by the Fire Chief is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.

(All remaining provisions of Section 503 are unchanged)

- F. The following modifications, amendments and deletions are made Section
- Section 504.1 is amended to add provisions pertaining to required access:
 504.1 Required access. Exterior doors and openings required by this code or the California Building Code shall be maintained readily accessible for emergency access by the fire department. An approved access walkway leading from fire apparatus access roads to exterior openings shall be provided when required by the Fire Chief. Finished grade to be flat and accessible on all sides of the building where ground ladder access is the only means to reach the highest point on the building from the exterior. Distance from building for finish grade shall be flat as required by the Fire Chief. Obstructions shall not be placed as to interfere with ground ladder placement.

(All remaining provisions of Section 504 are unchanged)

- 505:
- G. The following modifications, amendments and deletions are made Section
- 1. Subsection 505.1.1 is added to provide the minimum premises identification standards for multi-family, multi-retail and multi-commercial occupancies:

505.1.1 Address numbers for specified occupancies. All multi-family, multiretail and multi-commercial occupancies shall have a minimum of eight (8) inch high numbers, with a minimum one-and-one-half $(1\frac{1}{2})$ inch stroke. All light and heavy industrial occupancies shall have a minimum of ten (10) inch high numbers, with a minimum two (2) inch stroke.

All address numbers are required to be illuminated (back or surface lit).

(All remaining provisions of Section 505 are unchanged)

- H. The following modifications, amendments and deletions are made Section
- 506:
- 1. Section 506.1 is amended to add provisions pertaining to key boxes:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the Fire Chief is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the Fire Chief. Secured emergency access gates serving apartment, townhome or condominium complex courtyard must provide a key box in addition to association or facility locks. The nominal height of Knox lock box installations shall be five (5) feet above grade. Location and installation of Knox key boxes must be approved by the Fire Chief.

(All remaining provisions of Section 506 are unchanged)

- I. The following modifications, amendments and deletions are made Section 507:
 - 1. The following modifications, amendments and deletions are made Section 507:
 - a. Subsection 507.2.1 is amended to provide additional installation requirements for private fire service mains and appurtenances:

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24 and the applicable provisions of NFPA13.

b. Subsection 507.5.1 is amended to provide more stringent fire hydrant placement requirements:

507.5.1 Where required. Minimum basic fire hydrant spacing for multi-family residential (triplexes or greater, apartment houses, hotels, convents or monasteries) and all commercial or industrial properties shall be spaced not more than 300 feet along streets or fire apparatus access roadways, so that all fire apparatus- accessible portions of the building are within 150 feet of a hydrant.

(All remaining provisions of Section 507 are unchanged)

J. The following modifications, amendments and deletions are made Section 508:

1) Section 508.1 is amended to provide more stringent requirements for the features of a Fire Command Center:

508.1 Features. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code and as amended by this code for buildings between 55 to 75 feet in height a fire command center for fire department operations shall be provided. The Fire Command Center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire department. The fire command center shall be separated from the remainder of the building by not less than a 2-hour fire barrier constructed and in accordance with Section 706 of the California Building Code or horizontal assembly constructed in accordance with Section 711 of the California Building Code, or both. The room shall provide direct access from the building exterior at the lowest level of fire department access and be a minimum of 96 square feet with a minimum dimension of eight feet. A lavout of the fire command center and all features required by this section to be contained therein shall be submitted for approval prior to installation. The fire command center shall comply with NFPA 72 and the applicable provisions of the Electrical Code, and shall contain the following features:

- a. The emergency voice/alarm communication system unit shall comply with section 907.2.12.2 of the California Fire Code.
- b. The fire department communication system.
- c. Fire-detection and alarm system annunciator system.
- d. Annunciator visually indicating the location of the elevators and whether they are operational.
- e. Interconnecting cables between the Fire Command Center and the remote control equipment within evacuation signaling zones, and notification appliance control equipment within notification zones shall be protected from attack by Fire.
- f. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
- g. Controls for unlocking stairway doors simultaneously.
- h. Sprinkler valve and water-flow detector display panels.
- i. Emergency and standby power status indicators.
- j. A telephone for fire department use with controlled access to the public telephone system.
- k. Fire pump status indicators.
- I. Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire-fighting equipment and fire department access.
- m. Work table.
- n. Generator supervision devices, manual start and transfer features.
- o. Public address system, where specifically required by other sections of this code.
- p. Fire command centers shall not be used for the housing of any boiler, heating unit, generator, combustible storage, or similar hazardous equipment or storage.
- 2. Section 508.2 is added to provide requirements for amended to provide more stringent requirements for the identification of a fire command center:

508.2 Identification of Fire Command Center. The fire command center shall be identified by permanent easily visible sign stating "Fire Department Command Center", located on the door to the fire command center.

(All remaining provisions of Section 508 are unchanged)

K. The following Section 511 is added to provide reliable public safety communication:

Section 511 is added to ensure portable hand-held radios used by police and fire personnel often do not have the signal strength to send radio messages from within buildings or from underground parking garages to outside emergency responders. Installation of a Public Safety Radio System into the building will increase radio frequency amplification for all first responders and improve public safety:

SECTION 511 FEATURES AND REQUIREMENTS.

511.1 General. All new buildings four stories in height or taller and all subterranean levels of parking structures or existing altered buildings over twenty (20) percent shall meet the City of Cathedral City Public Safety Radio System Coverage specifications as determined by the Fire Chief.

- L. The following modifications, amendments and deletions are made Section 901:
 - 1. Section 901.4 is amended to provide circumstances under which existing non-conforming buildings are required to comply with fire safety requirements for newly constructed buildings and structures:

901.4 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

Exceptions:

Existing non-conforming buildings shall comply with all the fire safety requirements for a newly constructed building or structure under the following circumstances:

- a. When the floor area in an existing non-conforming building is increased.
- b. When a change in occupancy occurs in an existing non-conforming building which, in the opinion of the Fire Chief or Chief Building Official, significantly changes the use of the building.

- c. When structural repairs and/or alterations are made to an existing non-conforming building which exceeds thirty five (35) percent aggregate of the fair market value of the building or exceeds thirty five (35) percent replacement of the total square footage of the original building.
- 2. Section 901.6 is amended to provide additional provisions pertaining to inspections, testing and maintenance of fire detection, alarm and extinguishing systems:

901.6 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. It shall be the responsibility of the owner to ensure that these requirements are met. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed. Prior to the removal of any fire protection system, permission shall be obtained from the Fire Chief.

- M. The following modifications, amendments and deletions are made Section 903:
 - 1. Section 903.2 is amended to provide more stringent fire protection requirements by requiring the installation of approved automatic fire sprinkler systems in every newly constructed Group A occupancy building where the gross floor area under the roof requires as 1500 GPM or more fire flow regardless of the number of stories:
 - a. Section 903.2.1.1 is amended as follows:

903.2.1.1 Group A-1 An automatic sprinkler system shall be provided for Group A-1 occupancies where:

The fire area under the roof requires a 1500 GPM fire flow or more. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

(The other provisions of section 903.2.1.1 remain the same)

b. Section 903.2.1.2 is amended as follows:

903.2.1.2 Group A-2 An automatic sprinkler system shall be provided for Group A-2 occupancies where:

The fire area under the roof requires a 1500 GPM fire flow or more. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

(The other provisions of section 903.2.1.2 remain the same)

c. Section 903.2.1.3 is amended as follows:

903.2.1.3 Group A-3 An automatic sprinkler system shall be provided for Group A-3 occupancies where:

The fire area under the roof requires a 1500 GPM fire flow or more. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

(The other provisions of section 903.2.1.3 remain the same)

d. Section 903.2.1.4 is amended as follows:

903.2.1.4 Group A-4 An automatic sprinkler system shall be provided for Group A-4 occupancies where:

The fire area under the roof requires a 1500 GPM fire flow or more. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

(The other provisions of section 903.2.1.4 remain the same)

e. Section 903.2.1.5 is amended as follows:

903.2.1.5 Group A-5. An automatic sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet, or where the fire area under the roof requires a 1500 GPM or more fire flow. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

f. Section 903.2.3 is amended as follows:

903.2.3 Group E. Except as provided for in Sections 903.2.3.1 for a new public school campus and 907.2.3.6 (Automatic fire alarm system) for modernization of an existing public school campus building(s), an approved automatic fire sprinkler system shall be provided for Group E occupancies as follows:

- i) Throughout all Group E fire areas with greater than a 1500 GPM fire flow requirement. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.
- ii) Throughout every portion of educational buildings below the level of exit discharge.

Exception: An automatic sprinkler system is not required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level and the fire area does not exceed a 1500 GPM fire flow requirement.

(The other provisions of section 903.2.3 remain the same)

g. Section 903.2.4 is amended as follows:

903.2.4 Group F-1. An approved automatic fire sprinkler system shall be provided throughout all buildings used for Group F occupancies where one or more of the following conditions exists:

- i) Where a Group F-1 fire area exceeds a 1500 GPM fire flow requirement, regardless of stories.
- ii) Where a Group F-1 fire area is located more than three stories above grade plane; or
- iii) Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds a 1500 GPM fire flow requirement.

Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

iv) **Cannabis Cultivation and Manufacturing Sites**: The Fire Department considers these uses to be a Group F-1 (Factory Industrial Moderate-Hazard Occupancy). All new construction is required to be fire sprinkled per the amended Fire Code (see above requirements).

Cannabis Cultivation and Manufacturing Sites that will be sited in an existing structure, an automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

- (a) Where a Group F-1 fire area exceeds 12,000 square feet; or
- (b) Where a Group F-1 fire area is located more than three stories above grade plane; or
- (c) Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.

(The other provisions of section 903.2.4 remain the same)

h Section 903.2.7 is amended as follows:

903.2.7 Group M. An automatic fire sprinkler system shall be provided throughout buildings containing a Group M occupancy where one or more of the following conditions exist:

i) Where a Group M fire area exceeds a 1500 GPM fire flow requirement, regardless of stories.

- ii) Where a Group M fire area is located more than three stories above grade plane; or
- iii) Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds a 1500 GPM fire flow requirement.

Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

i. Section 903.2.9 is amended as follows:

903.2.9 Group S-1. An automatic fire sprinkler shall be provided throughout all buildings containing a Group S-1 occupancy where one or more of the following conditions exists:

- i) A Group S-1 fire area exceeds a 1500 GPM fire flow requirement, regardless of stories.
- ii) A Group S-1 fire area is located more than three stories above grade plane; or
- iii) The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds a 1500 GPM fire flow requirement.

Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

j. Section 903.2.9.1 is amended as follows:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406 of the California Building Code, where the fire area containing a repair garage exceeds a 1500 GPM fire flow requirement or where the vehicles serviced are parked in the basement.

- k. Section 903.2.10 is amended as follows:
 - i) 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a *Group S-2* occupancy where one or more of the following conditions exist:
 - (a) A Group S-2 fire area exceeds a 1500 GPM fire flow requirement, regardless of stories;
 - (b) A Group S-2 fire area is located more than three stories above grade plane; or

(c) The combined area of all Group S-2 fire areas on all floors, including any mezzanines, exceeds a 1500 GPM fire flow requirement.

Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 of the California Building Code or where located beneath other occupancy groups.

I. Section 903.2.10.1 is amended as follows:

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial trucks or buses where the fire area exceeds a 1500 GPM fire flow requirement.

m. Section 903.2.20 is added to provide the conditions upon which automatic sprinkler systems must be installed for Group B occupancies:

903.2.20 Group B. An automatic sprinkler system shall be provided for Group B occupancies where one or more of the following conditions exists:

- i) Where the fire area exceeds a 1500 GPM fire flow requirement. Fire resistive walls shall not be considered for reducing the gross floor area of the building for the purposes of this section.
- ii) Where the fire area has an occupant load of 100 or more persons.
- iii) Where the fire area is located on a floor other than the level of exit discharge.
- n. Section 903.2.20.1 is added to require the installation of automatic sprinkler systems for buildings constructed near an existing fire sprinkler protected structure:

903.2.20.1 Buildings proximately located to a protected building or structure. An approved automatic fire sprinkler system shall be installed in any building constructed within 10 feet of an existing fire sprinkler protected building or structure.

o. Section 903.2.21 is added to establish conditions in which tenant improvements or added square footage will result in the application of Section 903:

903.2.21 Tenant improvements. Section 903 shall apply to existing buildings undergoing tenant improvement where the improvement or added square footage results in the total fire area of the building exceeding 1500 GPM fire flow.

(All other provisions of Section 903.2 not expressly amended herein remain unchanged)

p. Section 903.3.1.3 is amended to provide additional requirements for the installation of automatic sprinkler systems in one and two family dwellings:

903.3.1.3 NFPA 13D sprinkler systems. Where allowed automatic sprinkler systems installed in one-and two-family dwellings, including attached garages, carports and storage areas, shall be installed throughout in accordance with NFPA 13D. Pilot heads shall be installed in attic areas over forced air unit(s) (FAU) located in attics.

q. Section 903.4.3 is amended to provide additional requirements for floor control valves:

903.4.3 Floor control valves. Approved supervised indication control valves shall be provided at the point of connection to the riser on each floor in buildings three or more stories in height unless otherwise approved by the Fire Chief. Valve locations will be determined and approved by the Fire Chief.

- N. The following modifications, amendments and deletions are made Section 907:
 - 1. Section 907.2.13 is amended to include other occupancy types as requiring the installation of automatic fire alarm system and emergency voice/alarm communication systems:

907.2.13 High-rise, mid-rise buildings. High-rise and mid-rise buildings and buildings with a floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic fire alarm system and emergency voice/alarm communication system in accordance with Section 907.2.12.2

2. Section 907.2.19 is amended to require all underground buildings to be equipped with a manual fire alarm system:

907.2.19 Underground buildings. All underground buildings shall be equipped throughout with a manual fire alarm system, including an emergency voice/alarm communication system installed in accordance with section 907.2.12.2.

O. The following modifications, amendments and deletions are made Section 908:

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1. Section 908.3.1 is added:

908.3.1 Alarms. The gas detection system shall initiate a local alarm and transmit a signal to a constantly attended control station when a short-term hazard condition is detected. The alarm shall be both visible and audible and shall provide warning both inside and outside the area where gas is detected. The audible alarm shall be distinct from all other alarms.

2. Section 908.3.2 is added:

908.3.2 Shutoff of gas supply. The gas detection system shall automatically close the shutoff valve at the source on gas supply piping and tubing related to the system being monitored for whichever gas is detected.

Exception: Automatic shutdown is not required for reactors utilized for the production of highly toxic or toxic compressed eases where such reactors are:

- a. Operated at pressures less than 15 pounds per square inch gauge (psig).
- b. Constantly attended.
- c. Provided with readily accessible emergency shut-off valves.
- 3. Section 908.3.3 is added:

908.3.3 Valve closure. The automatic closure of shutoff valves shall be in accordance with the following:

- a. Where the gas-detection sampling point initiates the gas detection system alarm, which is within a gas cabinet exhausted enclosure, the shutoff valve in the gas cabinet or exhausted enclosure for the specific gas detected shall automatically close.
- b. Where the gas-detection sampling point initiates the gas detection system alarm, which is within a gas room and compressed gas containers are not in gas cabinets or exhausted enclosures, the shutoff valves on all gas lines for the specific gas detected shall automatically close.
- c. Where the gas-detection sampling point initiates the gas detection system alarm, which is within a piping distribution manifold enclosure, the shutoff valve for the compressed container of specific gas detected supplying the manifold shall automatically close.

Exception: When the gas-detection sampling point initiates the gas detection system alarm, which is at a use location or within a gas valve enclosure of a branch line down-stream of a piping distribution manifold, the shutoff valve in the gas valve enclosure for the branch

line located in the piping distribution manifold enclosure shall automatically close.

- P. The following modifications, amendments and deletions are made Section 912:
 - 1. Section 912 is amended to provide for the approval of the location, number of inlets and size of fire department connections and to provide additional requirements for the location of such connections:
 - a. Section 912.2 is amended:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hoses connected to supply the system will not obstruct access to the buildings for other fire apparatus. The fire official shall approve the locations, number of inlets and size of fire department connections:

- i) When the total sprinkler system demand, including hose allowance, is less than 499 G.P.M., the Fire Department Connection riser shall be 4" in nominal diameter and shall have a standard 2-way threaded 2 ½" connections.
- ii) When the total sprinkler system demand, including hose allowance, is 500 GPM to 1,199 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 3-way threaded 2 ½" connections.
- iii) When the total sprinkler system demand, including hose allowance, is greater than 1,200 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 4-way threaded 2 ½" connections.
- b. Section 912.2.1 is amended:

912.2.1 Visible location. Fire department connections shall be located on the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the Fire Chief. The location of fire department connections shall be approved and installed as follows:

- i) Within 50 feet of an approved roadway or driveway and arranged so that hose lines can be readily attached to including buildings, fences, posts, plantings, or other fire the inlets without interference from any nearby objects department connections and or otherwise approved by the Fire Chief.
- ii) Within 100 feet of an approved hydrant.

- iii) So that the inlet height shall not be less than 18 inches or more than 48 inches above grade.
- iv) Guard posts or other approved means may be required to protect fire department inlet connections from vehicular damage.
- v) Fire department connection shall not be allowed in the rear of any building.
- vi) Fire department connections for NFPA 13R sprinkler systems shall be determined by the Fire Chief.
- c. Section 912 is amended to provide for the approval of the location, number of inlets and size of fire department connections:

Section 912.2 is amended:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hoses connected to supply the system will not obstruct access to the buildings for other fire apparatus. The fire official shall approve the locations, number of inlets and size of fire department connections.

- i) Fire Department Connections shall be equipped with protective caps:
 - (a) When the total sprinkler system demand, including hose allowance, is less than 499 G.P.M., the Fire Department Connection riser shall be 4" in nominal diameter and shall have a standard 2-way threaded 2 ¹/₂" connections.
 - (b) When the total sprinkler system demand, including hose allowance, is 500 GPM to 1,199 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 3-way threaded 2 ¹/₂" connections.
 - (c) When the total sprinkler system demand, including hose allowance, is greater than 1,200 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 4-way threaded 2 ½" connections.
- d. Section 912.2.1 is amended:

912.2.1 Visible location. Fire department connections shall be located on the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the Fire Chief. The location

of fire department connections shall be approved and installed as follows:

- i) Within fifty (50) feet of an approved roadway or driveway and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects including buildings, fences, posts, plantings, or other fire department connections and or otherwise approved by the Fire Chief.
- ii) Within one hundred (100) feet of an approved hydrant.
- iii) So that the inlet height shall not be less than eighteen (18) inches or more than forty-eight (48) inches above grade.
- iv) Guard posts or other approved means may be required to protect fire department inlet connections from vehicular damage.
- v) Fire department connection shall not be allowed in the rear of any building.
- vi) Fire department connections for NFPA 13R sprinkler systems shall be determined by the Fire Chief.

(All other provisions of Section 912.2 are the same)

Q. The following modifications, amendments and deletions are made Section 914:

1. Section 914.2.1.5 is amended to delete the Exception provided under paragraph 5:

914.2.1.5 An automatic sprinkler system shall not be required in spaces or areas of open parking garages separated from the covered or open mall in accordance with Section 402.4.2.3 of the California Building Code and constructed in accordance with Section 406.5 of the California Building Code.

(All other provisions of section 914.2.1 are the same)

2. Section 914.3.1 is amended to delete the Exception:

914.3.1 An automatic sprinkler system shall not be required in open parking garages in accordance with Section 406.5 of the California Building Code.

(All other provisions of section 914.3.1 are the same)

R. Section 5609 is added to regulate fireworks:

Section 5609 FIREWORKS

5609.1 Prohibition. The manufacture, sale, possession, storage, handling or use of "safe and sane" fireworks as currently defined in the California Health and Safety Code section 12529 or "dangerous fireworks" as currently defined in the California Health and Safety Code section 12505 or thereafter amended by state statute is prohibited in the City, except as permitted by Section 5609.3. The provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of any permit issued pursuant to this chapter. The manufacture, storage, sale, offer for sale, use or handling of fireworks is prohibited. The provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of any permit issued apply to fireworks displays conducted in accordance with the provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of this section do not apply to fireworks displays conducted in accordance with the provisions of any permit issued pursuant to this chapter.

5609.2 Seizure of fireworks. The Fire Chief, any authorized Fire Chief or his or her designee, peace officer or other city official authorized to enforce the City's Municipal Code may seize, take, remove, or cause to be removed at the expense of the owner all prohibited fireworks and explosives. This will include all persons, firms or corporations who manufacture, sell, possess, store, handle or use any prohibited fireworks or explosives.

5609.3 Allowance for Sale and Discharge of Safe and Sane Fireworks. As allowed in Title 5.80 of the City Municipal Code, the sale of Safe and Sane Fireworks are further defined.

S. Section 5610 is added regarding explosives:

SECTION 5610 EXPLOSIVES

5610.1 Prohibition. The manufacture, sale, possession, storage, handling or use of non-permitted "explosives" as currently defined in California Code of Regulations Title 19 Chapter 10, Explosives section 1553 or thereafter amended by state law is prohibited in the City.

The storage of ammunition is restricted to quantities and packaging in accordance with the International Fire Code.

T. Section 5611 is added regarding model rockets:

SECTION 5611 MODEL ROCKETS

5611.1 General. The storage, handling, and use of model rockets shall be in accordance with Title 19 of the California Code of Regulations and approved by the Fire Chief.

- U. The following modifications, amendments and deletions are made Section 5704:
 - 1. Section 5704.2.9.6.1.4.1 is added to prohibit the installation of combustible/flammable liquid tanks in residential districts:

5704.2.9.6.1.4.1 Location

The installation of underground combustible and/or flammable liquid tanks is hereby prohibited in all residential districts. The Fire Chief may authorize installation of underground combustible/flammable liquid tanks in agricultural, commercial and manufacturing districts.

2. The definition of Secondary Containment in Section 5704.2.9.7.4 added:

SECONDARY CONTAINMENT- That level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably necessary to ensure detection and remedy of the primary containment failure.

V. Section 6108 is amended regarding liquefied petroleum gas (LPG):

6108.1 New Installation of Liquefied Petroleum Gas. All new installation of liquefied petroleum gas with an aggregate capacity of 2,000 gallons or more shall be protected by an approved automatic fixed water spray system. The system shall protect the entire surface area of the tank and the cargo tanker transfer area. The system shall be calculated to provide a minimum density of .25 gallons per minute per square foot with a one-hour duration water supply.

A copy of the foregoing modifications, amendments and deletions to the Fire Code shall be maintained in the City's Building and Fire Departments and available for public inspection.

Section 9. COPIES OF CODES, ORDINANCE MAINTAINED

A copy of the codes adopted herein, together with a copy of this ordinance, shall be on file with the Building and Safety Division and maintained by the Chief Building Official for use and examination by the public. A copy of the Fire Code and the amendments thereto shall be maintained by the Fire Chief for use and examination by the public. Copies of the City of Cathedral City Fire Department Development Guidelines and the Cathedral City Public Safety Radio System Coverage Specifications, as referenced in Municipal Code section 8.12.060 as provided by this ordinance, are attached hereto and incorporated herein by reference.

Section 10. SEVERABILITY

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

Section 11. REPEAL OF CONFLICTING PROVISIONS

All the provisions of the Cathedral City Municipal Code as heretofore adopted by the City of Cathedral City that are in conflict with the provisions of this ordinance are hereby repealed.

Section 12. EFFECTIVE DATE

This ordinance shall take effect on January 1, 2017.

Section 13. AMENDING OF BAIL SCHEDULE

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

THIS AREA INTENTIONALLY LEFT BLANK

Section 14. CERTIFICATION

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

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on ______ by the following vote:

Ayes: Noes: Abstain: Absent:

—

Stan Henry, Mayor

ATTEST:

APPROVED AS TO CONTENT:

Gary Howell, City Clerk

APPROVED AS TO FORM:

Al Jimenez, Chief Building Official

APPROVED AS TO CONTENT:

Eric S. Vail, City Attorney

Paul S. Wilson, Fire Chief

Reviewed by:

Charles McClendon, City Manager

Draft Rev 09/27/2016

2016 Cathedral City Fire Code

CITY OF CATHEDRAL CITY FIRE DEPARTMENT DEVELOPMENT GUIDELINES



CITY OF CATHEDRAL CITY FIRE DEPARTMENT 32100 DESERT VISTA ROAD CATHEDRAL CITY, CA 92234

EFFECTIVE <u>01/01/2017</u>

FIRE DEPARTMENT CONTACTS

PAUL WILSON, FIRE CHIEF

(760)770-8200 pwilson@cathedralcity.gov

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SCOPE

This guideline has been prepared to assist development applicants, architects and contractors in determining the minimum requirements for fire protection systems, emergency access/gates, and fire apparatus access roads. It outlines the minimum design, installation, testing, and inspection procedures in the City of Cathedral City based on the following:

- City of Cathedral City Municipal Code, Chapter 8.12.
- California Fire Code 2013<u>6</u> Edition CCR Title 24, Part 9, adopted in its entirety including Appendix Chapter 1 and Appendix Chapter 4, Appendix B, C, D, E, F, G and H.
- International Wildland-Urban Interface code 2015 Edition.
- California Code of Regulations (CCR) Title 19.
- California Building Code 20136 Edition CCR Title 24, Part 2. Volumes 1 and 2
- California Mechanical Code 2016 Edition

The Authority Having Jurisdiction, in determining compliance with the above codes and standards, shall be the City of Cathedral City Fire Department. The fire code official may modify or waive these requirements based on unforeseen circumstances or other mitigating factors.

WHAT BUILDING PERMIT PLANS REQUIRE ROUTING FOR FIRE PLAN REVIEW?

- Permits limited to electrical, plumbing, mechanical, foundation or structural work do not require fire plan review, unless they involve the storage of or operations with hazardous materials.
- All building permit plans, including tenant improvement shall be routed for fire plan review for the following occupancy groups and classifications:
 - o <u>Group A:</u> A-1, A-2, A-3, A-4, A-5
 - o Group B
 - o <u>Group E</u>
 - o Group F: F-1
 - o <u>Group H:</u> H-1, H-2, H-3, H-4, H-5
 - o <u>Group I:</u> I-1, I-2, I-2.1, I-3, I-4
 - o Group M
 - o <u>Group R:</u> R-1, R-2, R-3.1, R-4
 - o <u>Group S:</u> S-1, S-2

- Building permit plans, including tenant improvements of more than 500 square feet shall be routed for fire plan review for the following:
 - o Additions to any building where the end result exceeds 3,600 square feet
 - o Businesses conducting dry cleaning operations
 - o Cannabis businesses including cultivation, dispensary and manufacturing
 - City of Cathedral City buildings
 - High-rise & mid-rise buildings
 - o Government owned / occupied buildings
 - Storage occupancy cold storage buildings or areas that exceed 1,000 square feet
- Building permit plans for any new buildings that exceed 3,600 square feet in area or two (2) stories in height shall be routed for fire plan review.
- Fire Department Access: Building permit plans shall be routed for fire plan review for the following:
 - New buildings when any portion of the building is situated more than one hundred fifty (150) feet from a public street along an approved fire access road
 - Parking lot layout changes (consult with fire department before routing)
 - Vehicle gate installation (consult with fire department before routing)
 - Planned developments, which include private roadways
- **Hazardous Materials:** Building permit plans, including tenant improvements, shall be routed for fire plan review for projects intended for the use, storage or handling of hazardous materials in any amount.
- Storage (piles, shelves or racks): Where the project includes any storage in which the actual storage height may exceed 102 feet for <u>Class 1-4 commodities and 5 feet for hazardous commodities, see Fire Code Chapter 32 High-piled Storage</u>. The project includes storage of ANY height containing: aerosols, cannabis cultivation, manufacturing or storage plastics, idle pallets, plastic pallets, rubber tires, baled cotton, rolled paper, flammable liquids, and similar commodities. Modifications to the fire sprinkler system require a separate fire permit.

Which Projects Require Permits from the Cathedral City Fire Department?

Alarm Systems (fire, emergency, and toxic gas) where the proposed project includes an alarm system installation or modification.

Cannabis Manufacturing

• The processes of extraction and infusion, use of liquefied petroleum gas (LPG) and CO₂ extraction equipment, flammable liquid distillation or evaporative process equipment, vacuum ovens, refrigerated storage and/or processing of flammable liquids.

Battery Systems and Battery Rooms (Stand-by Power, Emergency Power or Uninterrupted Power):

- Stationary battery systems having an electrolyte capacity of more than 50 gallons for flooded lead
- Acid, nickel cadmium (Ni-Cd) and valve-regulated lead acid (VRLA) or 1,000 pounds for lithium ion batteries

Commercial Kitchen Hood System:

• For Type I Hoods (a commercial kitchen hood for collecting and removing grease and smoke) an automatic suppression system is required

Emergency Generators:

• A permit is required by the Fire Department when the capacity of the fuel storage tank exceeds 60 gallons.

Tank Installations for the Storage of Hazardous Materials or Waste:

• The proposed project includes tank installation(s) having capacities greater than 60 gallons. This would include generators with fuel tanks greater than 60 gallons.

Water Supply Systems:

• The proposed project includes an underground water supply for fire protection systems (fire hydrants, sprinkler systems, etc.)

Fire Extinguishing Systems:

• The proposed project includes a fire extinguishing system (clean agent, CO2, dry chemical, foam, etc.) installation or modification.

Temporary Membrane Structures/Tents/Canopies:

• The proposed project involves the installation of a temporary air supported membrane or tent (>200sq.ft.) and/or canopy or tent (>400sq.ft.).

Hazardous Material Tool Installations, Process Piping, Scrubbers:

• Equipment that utilizes material(s) such as tools, wet sinks, scrubbers, process pipe, etc.

Spray Booth:

• The project includes a spray booth. Fire protection plans shall be submitted with spray booth application.

Automatic Fire Sprinklers:

• The proposed project includes a fire sprinkler system installation or modification.

Note: Any building permit project that will be modifying/adding fire sprinklers and/or a fire alarm system shall submit separate plans to the Building Department for Fire Department review.

1.0 WATER AGENCY/DISTRICT CONTACTS SERVICING CATHEDRAL CITY

<u>Service Area</u> Cathedral City West of Whitewater River

> Desert Water Agency 1200 S. Gene Autry Trail Palm Springs, CA 92264 760-323-4971 www.DWA.org

Service Area Cathedral City East of Whitewater River

> Coachella Valley Water District 85995 Avenue 52 Coachella, CA 92236 760-398-2651 www.CVWD.org

Water Agency/District Requirements

- 1.1. Contractors or developers will contact the Water Agency/District and request the following information to facilitate designing private fire service mains and fire sprinkler systems:
 - Water service size, material type and schedule.
 - Length of service, fittings and valves installed.
 - Water meter manufacturer, model and size (if fire service is metered)
 - Backflow manufacturer, model, size and arrangement.
- 1.2 The Water Agency/District will assist the fire department in providing flow information for water mains or fire hydrants:
 - Static pressures.
 - Dynamic/residual pressures.
 - Gallons per minute.
 - Water main size and configuration.
 - Fire Hydrant Identification Numbers used in testing and street address or location description. Indicate Fire Hydrant Identification Number where pressure readings were taken.
 - The fire department attempts to conduct water flow capability tests with a Water Agency/District representative. Contractors are required to call 760-770-8200 to request water hydrant flow tests and static pressure readings.

2.0 PLANS AND PERMITS

- 2.1 When there are significant changes in occupancy, water supply, storage heights, type and quantity of storage, storage configurations, Tenant Improvements or any other changes which may affect the fire sprinkler system design, the owner, tenant or contractor shall submit plans and secure permits.
- 2.2 Complete plans for private fire service mains or fire sprinkler systems should be submitted for approval as part of the building plans (deferred submittals of fire plans are not permitted). Plan reviews can take up to 20 working days. *Submit a minimum of <u>two (2) sets</u> of drawings for review*. Upon approval, the Fire Department will retain a set.

2.3 Plans shall be submitted with the City's application to:

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

Counter Hours: Monday – Thursday, 7:00 AM – 6:00 PM

A deposit for Plan Check and Inspection Fees may be required at the time of plan submittal. These fees are established by City Council Resolution of the City of Cathedral City.

- 2.4 Complete listings and manufacturer's technical data sheets for all system materials shall be included with plan submittals. All system materials shall be UL listed or FM approved for fire protection service and approved by the Fire department prior to installation.
- 2.5 Plans shall indicate all necessary engineering features, including all hydraulic reference notes, pipe lengths and pipe diameters as required by the appropriate codes and standards. Plans and supportive data (calculations and manufacturer's technical data sheets) shall be submitted with each plan submittal. Complete and accurate legends for all symbols and abbreviations shall be provided on the plans.

The contractor shall submit a copy of their California Contractors License, Workers Compensation Insurance Certificate and Cathedral City Business License with each submittal. Contractors License and Workers Compensation Insurance shall be verified with the Contractor's License Board. The following contractors shall install the appropriate system components:

- (A) General Engineering Contractor.
- (C-16) Fire Protection Contractor.
- (C-34) Pipeline Contractor.
- (C-36) Plumbing Contractor.
- 2.5.1 As Built Drawings and Calculations" will be required when there is a 5% deviation from approved drawings and calculations.
- 2.5.2 The fire department will determine the fire flow requirements, number of fire hydrants, and hydrant spacing.

3.0 PRIVATE FIRE SERVICE MAIN

- 3.1 NFPA 24 shall establish the minimum requirements for the installation of private fire service mains and their appurtenances supplying automatic sprinkler systems, open sprinkler systems, water spray fixed systems, foam systems, private hydrants, monitor nozzles or standpipe systems with reference to water supplies, private hydrants and hose houses.
- 3.2 Private fire service mains shall be not less than eight (8) inches in diameter when serving private fire hydrants and fire sprinkler systems.
- 3.3 Ductile iron piping with a minimum rating of Class 150 or C900 Class 200 plastic piping, installed to NFPA 24 standards, is required for all private fire service

mains. When fire pumps are installed, a minimum Class 200 ductile iron fire service main may is be required.

- 3.4 All restrained joints on private fire service mains, private fire hydrant lines and fire sprinkler laterals shall be calculated as required by NFPA 24, or use Water Agency/District Drawings. Calculations shall be submitted and the resulting dimensions/details of restrained joints shall be shown on the plans. Minimum design working pressure shall be 150 PSI. Special design considerations may be required with high static pressures or lines in which fire pumps are installed.
- 3.5 Private fire service mains when supplying three (3) or more fire hydrants shall be designed with a looped water supply.
- 3.6 In order to isolate the fire sprinkler underground lateral from any private fire hydrant system, a listed aboveground indicating valve (post indicator valve or outside stem and yoke valve) shall be <u>provided</u> for the fire sprinkler lateral.
- 3.7 Indicating valves shall be required to sectionalize no more than two commercial buildings, three residential buildings or two private fire hydrants on private fire service mains or when 5 or more fire appliances are on a looped fire service underground system. Any deviation will require the Fire Department approval.
- 3.8 On-site private fire hydrants and Fire Department Connections located less than three (3) feet behind the face of a curb or when no curb is provided shall be protected by guard posts set in concrete to the following specifications:
 - Constructed of steel not less than 4 inches in diameter and concrete filled
 - Spaced not more than 4 feet between posts on center
 - Set not less than 3 feet deep in a concrete footing of not less than a 15-inch diameter
 - Set with the top of the posts not less than 3 feet above ground
 - Located not less than 3 feet from the fire hydrants, post indicator valves and Fire Department connections
 - All guard posts shall be painted yellow. (Rust-Oleum safety yellow #2149 or equivalent)
- 3.9 The installing contractor shall provide a completed **"Contractors Material & Test Certificate for Underground Piping"** as required by NFPA 24.

Double Check Detector Assemblies (Private)

- 3.10 All Double Check Detector Assemblies shall be UL listed/FM approved for fire protection service in compliance with NFPA 24.
- 3.11 All Double Check Detector Assemblies shall be installed with two tamper switches and electrically monitored at a UL listed central station service, when there are:
 - 20 or more fire sprinkler heads.
- 3.12 All Double Check Detector Assemblies shall be provided with a chain and breakaway security lock. A key shall be kept in the spare sprinkler head box and KNOX key box.

3.13 Reduced pressure zone assemblies or reduced pressure detector assemblies shall not be installed in private fire service mains and fire sprinkler systems.

Fire Department Connections

- 3.14 Fire Department Connections shall be installed at apparatus access roads in locations approved by the fire department. Check with the fire department prior to plan submittal. The Fire Department Connection shall extend between 30" to 48" above finished grade.
- 3.15 Fire Department Connections shall be visible, accessible, and installed in approved locations downstream of all Double Check Detector Assemblies. The check valve for the FDC shall be above grade. Fire Department connections shall be located within 100 feet of a fire hydrant. Exceptions may be made by the fire code official.
- 3.16 Fire Department Connections shall be equipped with protective caps.
- 3.17 When the total sprinkler system demand, including hose allowance, is less than 499 G.P.M., the Fire Department Connection riser shall be 4" in nominal diameter and shall have a standard 2-way threaded 2 ½" connection.
- 3.18 When the total sprinkler system demand, including hose allowance, is 500 GPM to 1,199 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 3-way threaded 2 ½" connection.
- 3.19 When the total sprinkler system demand, including hose allowance, is greater than 1,200 G.P.M., the Fire Department Connection riser shall be 6" in nominal diameter and shall have a standard 4-way threaded 2 ½" connection.
- 3.20 In a building complex, where two or more buildings are served, or identification of which building is served by separate Fire Department Connections; the Fire department will require signs of substantial construction to be posted at each Fire Department Connection identifying the respective buildings served. The minimum letter size shall be 1" on a contrasting background, white letters on a red background.
- 3.21 Fire Department Connections shall be painted red (Rust-Oleum Safety Red # 2163 or equivalent).
- 3.22 Fire Department Connection piping shall be ductile iron from the private fire service main to the Fire Department Connection check valve above ground. The pipe from the Fire Department Connection check valve to the Fire Department Connection shall be ductile iron pipe. The NFPA 13R Fire Department Connection piping shall be copper from the private fire service main.

Fire Hydrants (Private)

- 3.23 Commercial fire hydrants with a 4", x 2 1/2" x 2 1/2" outlets are required when fire flow demand is 1,500 GPM or greater. Residential fire hydrants with 4" x 2 ½" outlets are required when the fire flow demand is less than 1500 GPM. Existing residential fire hydrants that are located within 150' of a building do not need to be upgraded to commercial fire hydrants if that hydrant(s) can provide the required fire flow.
- 3.24 Private fire hydrants shall be painted red (Rust-Oleum Safety Red # 2163 or equivalent).

- 3.25 Blue reflective markers shall be installed to identify location of all fire hydrants. These markers shall be visible from both directions of vehicle travel.
- 3.26 Hydraulic calculations shall be provided for all private fire hydrant systems. Calculations shall be calculated back to the point of the flow test. The fire hydrant system shall meet the fire flow requirements as required by the California Fire

Item	Frequency	Reference
Inspection		
Hose houses	Quarterly	7.2.2.7
Hydrants (dry barrel and wall)	Annually and after each operation	7.2.2.4
Monitor nozzles	Semiannually	7.2.2.6
Hydrants (wet barrel)	Annually and after each operation	7.2.2.5
Mainline strainers	Annually and after each significant flow	7.2.2.3
Piping (exposed)	Annually	7.2.2.1
Piping (underground)	See 7.2.2.2	7.2.2.2
Test		
Monitor nozzles	Flow, annually (range and operation)	7.3.3
Hydrants	Flow, annually	7.3.2
Piping (exposed and underground) (flow test)	5 years	7.3.1
Maintenance		
Mainline strainers	Annually and after each operation	7.2.2.3
Hose houses	Annually	7.2.2.7
Hydrants	Annually	7.4.2
Monitor nozzles	Annually	7.4.3

Table 7.1 Private Fire Service Main Inspection, Testing, and Maintenance

Code (2016 Edition).

- 3.27 When the private fire service main serves both fire sprinkler system(s) and private fire hydrant(s), the hydraulic calculation shall include the fire hydrant flow rate with associated private fire hydrant(s) and fire sprinkler flow rate for a minimum design of 20 PSI residual pressure for the fire hydrant (s).
- 3.28 All private fire service hydrants and mains shall be inspected, tested, and maintained in accordance with NFPA 25, Table 7.1 "Private Fire Service Main Inspection, Testing, and Maintenance".

3.29 Dry barrel and wall hydrants shall be inspected annually and after each operation with the necessary corrective action taken as shown in table 7.2.2.4.

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Condition	Corrective Action	
Inaccessible	Make accessible	
Barrel contains water or ice (presence of water or ice could indicate a faulty drain, a leaky hydrant valve, or high groundwater table)	Repair and drain; for high groundwater it could be necessary to plug the drain and pump out the barrel after each use	
Improper drainage from barrel	Repair drain	
Leaks in outlets or at top of hydrant	Repair or replace gaskets, packing, or parts as necessary	
Cracks in hydrant barrel	Repair or replace	
Tightness of outlet caps	Lubricate if necessary; tighten if necessary	
Worn outlet threads	Repair or replace	
Worn hydrant operating nut	Repair or replace	
Availability of operating wrench	Make sure wrench is available	

Table 7.2.2.4 Dry Barrel and Wall Hydrants

3.30 Wet barrel shall be inspected annually and after each operation with the necessary corrective action taken as shown in table 7.2.2.5.

Condition	Corrective Action
Inaccessible	Make accessible
Leaks in outlets or at top of hydrant	Repair or replace gaskets, packing, or parts as necessary
Cracks in hydrant barrel	Repair or replace
Tightness of outlet caps	Lubricate if necessary; tighten if necessary
Worn outlet threads	Repair or replace
Worn hydrant operating nut	Repair or replace
Availability of operating wrench	Make sure wrench is available

Table 7.2.2.5 Wet Barrel Hydrants

Water Plans and Water Main Installation (Private)

3.31 Provide the following notes on the private the fire service water main plans:

FIRE DEPARTMENT NOTES:

- A. The installation of the private fire service mains shall comply with:
 - NFPA 24
 - California Building Code (20136 Edition).
 - California Fire Code (2013<u>6</u> Edition)
- B. No combustibles shall be delivered to building job site prior to the water mains and fire hydrants being operational.
- C. The following inspections are required:
 - Restrained pipe joints, trench, and backfill inspection.
 - Underground hydrostatic test 200 PSI for two hours.
 - Underground flush.
 - Underground final. A completed and signed "Contractors Material & Test Certificate for Underground Piping" form per NFPA 24.
 - All inspections will be scheduled with the Fire Department. Fire Sprinkler contractors must request inspections through the project Superintendents.

To schedule inspections, call the fire department at 760-770-8200 at least <u>24 HOURS</u> prior to the requested inspection date and time.

- D. All Double Check Detector Assemblies shall be installed with two tamper switches and electrically monitored at a UL listed central receiving station service, when there are:
 - 20 or more fire sprinkler heads.
- E. A one piece stainless steel underground piping shall be installed beginning five feet from a building and continue into the building a minimum of 6 inches above finish floor, or finish grade if riser is outside of the building.
- F. No piping joints shall be installed under the building.
- G. The civil engineer who designed the water system hereby certifies that this water system is in accordance with the requirements as prescribed by the fire department, the California Fire Code (2016 Edition) and NFPA 24.
- H. Breakaway spools or breakaway bolts are required on all fire hydrants.

Private fire hydrant systems shall be subject to periodic tests and maintenance as required by NFPA 25 and the fire code official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with the applicable standards.

4.0 AUTOMATIC FIRE SPRINKLER SYSTEMS - NFPA 13

- 4.0.1 An automatic fire sprinkler system, for fire protection purposes, is an integrated system of underground and overhead piping designed in accordance with fire protection engineering standards. The system must include a suitable water supply, such as a gravity tank, fire pump, reservoir or pressure tank and/or connection by underground piping to a city or water district water main. The portion of the system aboveground is a network of specifically sized or hydraulically designed piping installed in a structure or area, generally overhead, and to which automatic fire sprinklers are connected in a systematic pattern. The system is usually activated by heat from a fire and discharge of the water over the fire area.
- 4.0.2 The 2016 California Fire Code is locally amended to provide more stringent fire protection requirements, by requiring the installation of approved automatic fire sprinkler systems in every newly constructed buildings in the following group occupancies, where the gross floor area under the roof requires a 1,500 gallons per minute (GPM) or more fire flow regardless of the number of stories.

4.1 Group A-1, A-2, A-3 and A-4 Occupancies

- 4.1.1 An automatic fire sprinkler system shall be provided for Group A-1, A-2, A-3 and A-4 occupancies where:
- 4.1.2 The floor area under the roof requires a 1,500 GPM or more fire flow. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.2 Group A-5 Occupancies

- 4.2.1 An automatic fire sprinkler system shall be provided for Group A-5 occupancies in the following areas: concession stands, retail areas, press boxes, and other accessory use areas in excess of 1,000 square feet, or where the floor area under the roof requires a 1,500 GPM or more fire flow.
- 4.2.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.3 Group B Occupancies

- 4.3.1 An automatic fire sprinkler system shall be provided for Group B occupancies where one or more of the following conditions exist:
 - a. The floor area under the roof requires a 1,500 GPM or more fire flow;
 - b. Where the fire area has an occupant load or 100 or more persons; or
 - c. Where the fire area is located on a floor other than the level of exit discharge.
- 4.3.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.4 Group E Occupancies

- 4.4.1 Except as provided for in the 2016 California Fire Code Sections 903.2.3.1 for a new public school campus building(s) and 907.2.3.6 (Automatic Fire Alarm System) for modernization of an existing public school campus building(s), an automatic fire sprinkler system shall be provided for Group E occupancies where one more of the following conditions exist:
 - a. Throughout all Group E fire areas with greater than a 1,500 GPM fire flow, and;
 - b. Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section, and;
 - c. Throughout every portion of an educational building(s) below the level of exit discharge.

Exception: An automatic fire sprinkler system is <u>not</u> required in any fire area or area below the level of exit discharge where every classroom throughout the building has at least one exterior exit door at ground level and the fire area does not exceed a 1,500 GPM fire flow requirement.

4.5 Group F Occupancies

- 4.5.1 An automatic fire sprinkler system shall be provided for Group F-1 occupancies where one or more of the following conditions exist:
 - a. Where a Group F-1 fire area exceeds a 1,500 GPM fire flow, regardless of the stories;
 - b. Where a Group F-1 fire area is located more than three stories above grade plane; or
 - c. Where the combined area of all Group F-1fire areas on all floors, including any mezzanines, exceeds a 1,500 GPM fire flow requirement.
- 4.5.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

Exception: The Fire Department considers Cannabis Cultivation Sites and Manufacturing Sites to be Group F-1 (Factory Industrial Moderate-Hazard Occupancy). All new construction is required to be fire sprinklered per the amended Fire Code (see above requirements).

- 4.5.3 For Cannabis Cultivation and Manufacturing Sites that will be sited in an existing structure, an automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:
 - a. Where a Group F-1 fire area exceeds 12,000 square feet;
 - b. Where a Group F-1 fire area is located more than three stories above grade plane; or
 - c. Where the combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
- 4.5.4 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.6 Group M Occupancies

- 4.6.1 An automatic fire sprinkler system shall be provided for Group M occupancies where one or more of the following conditions exist:
 - a. Where a Group M fire area exceeds a 1,500 GPM fire flow, regardless of the stories;
 - b. Where a Group M fire area is located more than three stories above grade plane; or
 - c. Where the combined area of all Group M fire areas on all floors, including any mezzanines, exceeds a 1,500 GPM fire flow requirement.
- 4.6.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.7 Group S-1 Occupancies

- 4.7.1 An automatic fire sprinkler system shall be provided for Group S-1 occupancies where one or more of the following conditions exist:
 - a. Where a Group S-1 fire area exceeds a 1,500 GPM fire flow, regardless of the stories;
 - b. Where a Group S-1 fire area is located more than three stories above grade plane; or
 - c. Where the combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds a 1,500 GPM fire flow requirement.
- 4.7.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.

4.8 Repair Garages

4.8.1 An automatic fire sprinkler system shall be provided throughout all buildings used as repair garages, in accordance with Section 406 of the California Building Code, where the fire area containing a repair garage exceeds a 1,500 GPM fire flow requirement or where vehicles serviced are parked in the basement.

4.9 Group S-2 Occupancies

- 4.9.1 An automatic fire sprinkler system shall be provided for Group S-2 occupancies where one or more of the following conditions exist:
 - a. Where a Group S-2 fire area exceeds a 1,500 GPM fire flow, regardless of the stories;
 - b. Where a Group S-2 fire area is located more than three stories above grade plane; or
 - c. Where the combined area of all Group S-2 fire areas on all floors, including any mezzanines, exceeds a 1,500 GPM fire flow requirement.
- 4.9.2 Fire resistive walls shall not be considered for reducing the fire area of the building for the purposes of this section.
- 4.9.3 An automatic fire sprinkler system shall be provided throughout all buildings classified as enclosed parking garages, in accordance with

Section 406 of the California Building Code or where located beneath other occupancy groups.

4.10 Commercial Parking Garages

4.10.1 An automatic fire sprinkler system shall be provided throughout all buildings used for storage of commercial trucks or buses where the fire area exceeds a 1,500 GPM fire flow requirement.

4.11 Controls

- 4.11.1 All control valves shall be UL Listed aboveground indicating valves.
- 4.11.2 All control valves with tamper switches for private fire service mains/fire sprinkler systems and all water flow switches on fire sprinkler systems shall be electrically monitored at a UL listed central station service when there are:
 - 20 or more fire sprinkler heads.
- 4.11.3 An approved audible sprinkler flow alarm (Wheelock horn/strobe # MT4-115-WH-VFR with WBB back box or equal) shall be provided on the exterior of the building in an approved location. An approved sign shall be provided at or near the outdoor audible device stating the following: "SPRINKLER FIRE ALARM-WHEN ALARM SOUNDS CALL 9-1-1".
- 4.11.4 A dedicated electrical circuit with a circuit breaker lock shall be required for the water flow horn/strobes.

4.12 Fire Sprinkler Risers (NFPA 13)

- 4.12.1 When more than one fire sprinkler riser is served by a single private fire service main lateral, a separate system riser with a UL Listed aboveground indicating control valve, check valve and water flow indicator is required for each fire sprinkler riser.
- 4.12.2 In multi-story buildings, each floor shall have a sectional riser with a UL Listed aboveground indicating control valve, and water flow switch indicator.
- 4.12.3 In order to provide access to the riser for future maintenance and repair, all fire sprinkler system riser locations shall provide with a minimum 18" clearance to each side and to the front of the riser. If a riser is to be concealed by means of a wall or closet, access to the riser shall be provided by means of a door with dimensions of 2'-6" x 6'-8".

4.13 Piping and Hangers (NFPA 13)

- 4.13.1 Threaded steel pipe shall have a minimum wall thickness of "Dyna-Thread" or Schedule 30 for branch lines less than 2½" and Schedule 40 for all other piping.
- 4.13.2 Rolled groove steel pipe shall have a minimum wall thickness of Schedule 10.
- 4.13.3 Where a beam or joist thickness will not accommodate a fastener of a required length, a through bolt with the required diameter of the bolt and washer will be acceptable. All-thread rod is not acceptable for the required bolt.

- 4.13.4 Lag bolts and screws are not acceptable for seismic bracing.
- 4.13.5 Seismic sway bracing shall use Schedule 40 pipe as a minimum.

4.14 Design (NFPA 13)

- 4.14.1 For commercial and industrial "Shell Buildings", with the potential for high-pile storage and/or wherein no specific end use is identified at the time of plan check, the sprinkler system shall provide a minimum density of 45 GPM/square foot for a 2,000 square foot design area. 175-225 deg. F sprinkler heads shall be used in these buildings. Roof coverage over mezzanine areas may be designed at a density of .25 over 2000 square feet. Any deviation from these densities will require the Fire Department approval.
- 4.14.2 It is incumbent upon the sprinkler system designer to advise the building owner that the above densities and design areas are minimums for shell buildings; and that increases in sprinkler protection may be required based on future occupancy hazard classification, storage commodity classification, and storage configuration according to NFPA 13 and the California Fire Code (2016 Edition)
- 4.14.3 When a shell building is built without a hard lid or T-bar ceiling, the upright fire sprinklers shall be designed to the unfinished ceiling height and the density and design area for the required floor area.
- 4.14.4 Fire sprinkler design shall be limited to 90 percent of the available water supply or, the sprinkler system design shall have a minimum of a 10 percent safety factor designed into the hydraulic calculations for the system.
- 4.14.5 *Non-combustible construction* shall be as defined by the California Building Code (2016 Edition). Wood frame construction shall be considered combustible construction regardless of materials used for surface covering.
- 4.14.6 Sprinklers with a temperature rating of not less than an intermediate temperature rating are required in all main electrical panel and meter rooms. No combustible materials shall be stored in these rooms.
- 4.14.7 Light fixtures, soffits and other potential obstructions shall not interfere with the spray patterns of fire sprinklers. The sprinkler contractor shall insure that the type and location of potential obstructions is considered in the design and installation of the system. The sprinkler contractor is responsible for coordinating and resolving conflicts in coverage patterns.
- 4.14.8 Fire sprinklers shall not be installed directly below automatic smoke and heat vents.
- 4.14.9 A dedicated electrical circuit with a circuit breaker lock shall be provided for the water flow horn/strobes.
- 4.14.10 An Inspector Test Valve is required at the remote area of the system. Access panels and doors to fire sprinkler riser rooms shall have a signs with an appropriate description. The orifice for the Inspectors Test Valve shall be equal to the smallest sprinkler orifice in the system.

4.14.11 All electrical rooms, upright sprinklers at the roof or in the attic space, non-conditioned rooms or exterior sprinkler heads shall be 200 – 212 degree Fahrenheit heads.

4.15 Plans (NFPA 13)

- 4.15.1 Complete detailed work sheets and computer hydraulic calculations as required by NFPA 13 shall be included with all submittals for hydraulically designed sprinkler systems. Calculations shall extend to the point at which the water supply data was determined.
- 4.15.2 Water supply curves and system demand curves, including underground friction loss, hose allowance, and applicable in-rack sprinkler demand, shall be plotted on semi-logarithmic graph paper or computer generated graphs. Sprinkler system design, including hose demand, shall be limited to 90 percent or, the sprinkler system design shall have a minimum of a 10 percent safety factor designed into the hydraulic calculations for the system of the available water supply. Water supply data may be obtained from the Fire department by calling 760-770-8200 if unavailable from the water purveyor.
- 4.15.3 Unless the requirements of NFPA 13 Section 9.2.1.3.3 apply, structural load calculations will be required for the structural elements/systems supporting the load of the water filled pipe plus a minimum of 250 lbs. applied at the point of hanging, except where permitted by 9.2.1.1.2, 9.2.1.3.3 and 9.2.1.4.1.
- 4.15.4 Provide separate drawings for the piping plan and reflective ceiling plan.
- 4.15.5 Provide a fire sprinkler legend including sprinkler symbol, Manufacturer, Sprinkler Identification Number (SIN), model, style, K-factor, degree, finish, escutcheon and quantity.
- 4.15.6 Provide the occupancy type of each room, ceiling heights and ceiling slopes with direction, slope pitch and ceiling height at the beginning of the slope as applicable.
- 4.15.7 Provide soffit and ceiling pocket details including widths, depths and heights.
- 4.15.8 Provide Seismic Bracing Calculations on the drawings per NFPA 13 using **Cp of 0.74 and I/r Ratio of 200**. Separate Seismic Bracing Calculations shall be provided for lateral and longitudinal braces. Show details of the seismic bracing and branch line restraints on the drawings.
- 4.15.9 Hydraulic Plate information shall be included on the drawings.
- 4.15.10 Provide calculations of the Number of Sprinklers to Calculate and the Number of Sprinklers on a Branch Line and list Assumed Remote Area Sq. Ft.
- 4.15.11 Mark on the drawings the Most Hydraulically Demanding Remote Area.
- 4.15.12 In order to provide access to the riser for future maintenance and repair, all fire sprinkler system riser locations shall provide with a minimum 18" clearance to each side and to the front of the riser. If a riser is to be

concealed by means of a wall or closet, access to the riser shall be provided by means of a door with dimensions of 2'-6" x 6'-8".

- 4.15.13 The location of the Fire Department Connection shall be within onehundred (100) feet of a commercial fire hydrant with 4"x2½"x2½" outlets.
- 4.15.14 All Fire Department Connections shall have protective caps. Locking Knox F.D.C. protective caps shall be installed, at the direction of the fire code official, based on the building location.
- 4.15.15 Pipe Schedule Design shall not be used in existing systems, extension of existing systems and new systems.
- 4.15.16 Provide the following notes on fire sprinkler plans:

Fire Department Notes (NFPA 13)

- A. The installation of the sprinkler systems or modifications to existing sprinkler systems shall comply with:
 - NFPA 13
 - California Fire Code (2013<u>6</u> Edition)
 - California Building Code (20136 Edition).
 - The City of Cathedral City Municipal Code Chapter 8.12.
 - Cathedral City Fire Department Development Guidelines
- B. The Fire department will require the following inspections and tests as a minimum:
 - Fire sprinkler piping weld inspection.
 - Overhead installation and hydrostatic test 200 PSI for two hours.
 - Fire sprinkler system final inspection. A completed and signed "Contractors Material and Test Certificate for Aboveground Piping" form per NFPA 13 is required.
 - All inspections will be conducted Monday through Thursday. Sprinkler contractors must request inspections through the project Superintendents.

To schedule inspections, call the Fire department at (760)770-8200 at least <u>24</u> HOURS prior to the requested inspection date and time.

- C. A dedicated electrical circuit with a circuit breaker lock shall be required for the water flow horn/strobes.
- D. All control valves with tamper switches for private fire service mains/fire sprinkler systems and all water flow switches on fire sprinkler systems shall be electrically monitored at a UL listed central station service when there are:
 - 20 or more fire sprinkler heads.

E. The fire sprinkler branch lines shall be restrained against excessive vertical and lateral movement by use of a wrap-around U-hook or by other approved means per NFPA 13.

5.0 FIRE SPRINKLER SYSTEMS (NFPA 13R)

5.1 Design (NFPA 13R)

5.1.1 The sprinkler contractor shall calculate the friction loss for all pipe, meters, valves, fittings and other appurtenances when designing the hydraulic calculations for the NFPA 13R fire sprinkler system.

Fire sprinkler design shall be limited to 90% of the available water supply. Or, the sprinkler system design shall have a minimum of a fifteen (15) percent safety factor designed into the hydraulic calculations for the system.

- 5.1.2 Fire sprinkler systems shall require a single 2 ½" Fire Department Connection when the building exceeds 2,000 Sq. Ft. or more than one story.
- 5.1.3 An inspector's test valve shall be provided from a remote portion of the system supplied by a 1 inch pipe with the orifice size to be the same as the smallest sprinkler in the system. This valve shall be a full port ball valve with signed access panel and a copper stub outside the wall. The test valve must be a gate valve enclosed within the inspection test valve compartment with the door at least 60" above grade.
- 5.1.4 Access panels for fire sprinkler risers and inspector test valves and doors for fire sprinkler riser rooms shall have a signs with an appropriate description.
- 5.1.5 Fire sprinkler protection is required in entrance foyers.
- 5.1.6 Garages, attics and outside mechanical and/or electrical rooms shall use commercial Quick Response fire sprinkler heads with a 200 212 deg. F temperature rating. Garage fire sprinkler spacing shall be per NFPA 13R Sec. 6.2.2.4 or 7.3 using 130 Sq. Ft. per sprinkler spacing.

Pilot heads shall be installed in attic areas over FAU Units located in attics.

5.1.7 Fire sprinkler protection is required for carports, garages, casitas and similar structures, regardless of construction, unless physically separated by a minimum of 10 feet from fire sprinkler protected dwellings or other fire sprinkler protected structures. Fire sprinklers must be installed in casitas, per CBC.

Piping size ³/₄" shall provide a fifteen (15) percent safety factor designed into the hydraulic calculations for the system.

5.1.8 Light fixtures, soffits and other potential obstructions shall not interfere with the spray patterns of sprinkler heads. The sprinkler contractor shall insure that the type and location of potential obstructions is considered in the design and installation of the system. The sprinkler contractor is responsible for coordinating and resolving conflicts in coverage patterns.

- 5.1.9 A dedicated electrical circuit with a circuit breaker lock shall be provided for the water flow horn/strobes.
- 5.1.10 An approved audible sprinkler flow alarm (Wheelock # MT4-115-WH-VFR with WBB back box or equal) shall be visible from the street. The horn/strobe shall be listed for outdoor installation. An approved sign shall be provided at or near the horn/strobe stating: "SPRINKLER FIRE ALARM-WHEN ALARM SOUNDS CALL 9-1-1".
- 5.1.11 Contractor shall provide a spare head box with sprinkler wrench based on NFPA13R Section 11.1. The spare head box shall not be located in a garage or other non-conditioned space where the temperature exceeds 100 degrees F.
- 5.1.12 All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit and monitored at a UL listed central station service.
- 5.1.13 Systems shall have a relief valve located on the riser set to a pressure between 150 and 175 psi.

5.2 Plans (NFPA 13R)

- 5.2.1 Piping shall be detailed on drawing from public water main to riser including pipe sizes, pipe types, pipe lengths, all fittings, all valves, water meter manufacturer and model, back flow device manufacturer, model and size and elevations of house finished floor relative to fire hydrant outlet where pressures were taken.
- 5.2.2 Provide a riser detail on the drawing, including a flow control valve with a tamper switch and relief valve.
- 5.2.3 Provide an Inspector Test detail on drawing.
- 5.2.4 Provide a table on the drawings for piping support spacing and one and two point sprinkler head vertical restraint spacing.
- 5.2.5 Provide a fire sprinkler legend including sprinkler symbol, Manufacturer, Sprinkler Identification Number (SIN), model, style, K-factor, degree, finish, escutcheon and quantity.
- 5.2.6 Provide occupancy type of each room, ceiling heights and ceiling slopes with direction, slope pitch and ceiling height at the beginning of the slope as applicable.
- 5.2.7 Provide soffit and ceiling pocket details including widths, depths and heights.
- 5.2.8 Provide beam details including widths, heights and spacing.

- 5.2.9 Design a looped fire sprinkler piping system where practical.
- 5.2.10 Provide location of required horn/strobes.
- 5.2.11 Provide the following notes on fire sprinkler plans:

FIRE DEPARTMENT NOTES (NFPA 13R)

- A. The installation of the sprinkler system or modifications to existing sprinkler systems shall comply with:
 - NFPA 13R (2016 Edition).
 - California Building Code (2016 Edition).
 - California Fire Code (2016 Edition)
 - The City of Cathedral City Municipal Code Chapter 8.12.
 - Cathedral City Fire Department Development Guidelines
- B. The fire department will require the following inspections and tests as a minimum:
 - Overhead installation and hydrostatic test 200 PSI for two hours.
 - Fire sprinkler system final inspection. A completed and signed "Contractors Material and Test Certificate for Aboveground Piping" form per NFPA 13R is required.
 - All inspections will be conducted Monday through Thursday. Sprinkler contractors must request inspections through the project superintendent.

To schedule inspections, call the fire department at (760)770-8200 at least <u>24 HOURS</u> prior to the requested inspection date and time.

- C. A dedicated electrical circuit with a circuit breaker lock shall be provided for the water flow horn/strobes.
- D. Water flow switches and control valves on fire sprinkler systems shall be electrically monitored when there are 20 fire sprinkler heads or more.

6.0 FIRE SPRINKLER SYSTEMS (NFPA 13D)

6.1 Design (NFPA 13D)

- 6.1.1 A full port ball valve shall be installed at one- and two-family dwelling units as a shut-off valve for both domestic and fire sprinkler water supply. A shut-off valve shall be installed for the domestic water supply after the fire sprinkler system take-off.
- 6.1.1 Fire sprinkler system design shall be limited to 90 percent of the available water supply. When 3⁄4" pipe is used, the sprinkler system design shall have a minimum of a fifteen (15) percent safety factor designed into the hydraulic calculations for the system.

- 6.1.2 Fire sprinkler systems shall be combined domestic and fire sprinkler service. Hydraulic calculations shall include 5 GPM domestic water demand at the domestic water take-off.
- 6.1.3 An inspector's test valve must be provided from a remote portion of the system. Orifice size to be the same as the smallest sprinkler in the system. The test valve shall be a full port ball valve with access panel and copper stub outside the wall enclosed within the exterior inspection test valve compartment with the door at least 60" above grade.
- 6.1.4 Access panels for fire sprinkler risers shall have signs with an appropriate description.
- 6.1.5 Garages, attics and outside mechanical rooms shall use commercial Quick Response fire sprinkler heads with a 200 212 deg. F temperature rating.
- 6.1.6 Pilot heads shall be installed in attic areas over FAU Units located in attics.
- 6.1.7 Fire sprinkler protection is required for carports, garages and similar structures, regardless of construction, unless physically separated by a minimum of 10 feet from dwellings or other structures. Fire sprinklers are required in casitas, per the CBC.

Piping size of $\frac{3}{4}$ " shall provide a fifteen (15) percent safety factor designed into the hydraulic calculations for the system. All systems shall have a relief valve on the riser set between 150 and 175 psi.

- 6.1.8 Light fixtures, soffits and other potential obstructions shall not interfere with the spray patterns of sprinkler heads. The sprinkler contractor shall insure that the type and location of potential obstructions is considered in the design and installation of the system. The sprinkler contractor is responsible for coordinating and resolving conflicts in coverage patterns.
- 6.1.9 A dedicated electrical circuit with a circuit breaker lock shall be provided for the water flow horn/strobes.
- 6.1.10 An approved audible sprinkler flow alarm (Wheelock # MT4-115-WH-VFR with WBB back box or equal) shall be visible from the street. The horn/strobe shall be listed for outdoor installation. An approved sign shall be provided at or near the horn/strobe stating: "SPRINKLER FIRE ALARM-WHEN ALARM SOUNDS CALL 9-1-1".
- 6.1.11 An approved audible sprinkler flow alarm (FIREX # 0498 accessory module connected to multi-station FIREX smoke alarms or equal) to alert the occupants shall be provided.
- 6.1.12 Contractor shall provide a spare head box with sprinkler wrench and a minimum of two spare sprinkler heads of each type. The spare head box shall not be located in the garage or other non-conditioned space.

6.2 Plans (NFPA13D)

6.2.1 Piping shall be detailed on drawing from public water main to riser including pipe sizes, pipe types, pipe lengths, all fittings, all valves, water meter manufacturer and model, back flow device manufacturer, model

and size and elevations of house finished floor relative to fire hydrant outlet where pressures were taken.

- 6.2.2 Provide a riser detail on the drawing.
- 6.2.3 Provide an inspector test detail on drawing. The test valve must be a full port ball valve enclosed within the inspection test valve compartment with the door at least 60" above grade.
- 6.2.4 Provide a table on the drawings for piping support spacing and one and two point sprinkler head vertical restraint spacing.
- 6.2.5 Provide a fire sprinkler legend including sprinkler symbol, Manufacturer, Sprinkler Identification Number (SIN), model, style, K-factor, degree, finish, escutcheon and quantity.
- 6.2.6 Provide occupancy of each room, ceiling heights and ceiling slopes with direction, slope pitch and ceiling height at the beginning of the slope as applicable.
- 6.2.7 Provide soffit and ceiling pocket details including widths, depths and heights.
- 6.2.8 Provide beam details including widths, heights and spacing.
- 6.2.9 Design a looped fire sprinkler piping system where practical.
- 6.2.10 Provide the following notes on fire sprinkler plans:

FIRE DEPARTMENT NOTES (NFPA 13D)

- A. The installation of fire sprinkler systems or modifications to existing fire sprinkler systems shall comply with:
 - NFPA 13D.
 - California Building Code (2016 Edition).
 - California Fire Code (201<u>6</u> Edition)
 - The City of Cathedral City Municipal Code Chapter 8.12.
 - Cathedral City Fire Department Development Guidelines
- B. The Fire Department will require the following inspections and tests as a minimum:
- Overhead installation and hydrostatic test minimum 125 PSI Normal operating pressure for two hours.
- Final fire sprinkler and underground inspections.
- All inspections will be conducted Monday through Thursday. Sprinkler contractors must request inspections through the project Superintendents.

To schedule inspections, call the fire department at (760)770-8200 at least <u>24 HOURS</u> prior to the requested inspection date and time.

7.0 INSPECTIONS AND TESTS

- 7.0.1 Buildings must pass all the fire protection systems inspections prior to a certificate of occupancy.
- 7.0.2 The Inspection, Testing and Maintenance of Water-Based Fire Protection Systems shall comply with California Code of Regulations (CCR) Title 19.
- 7.0.3 The California State Fire Marshal has adopted NFPA 25 with California Amendments, which will modify Title 19.
- 7.0.4 The Fire department shall require completed "Contractors Material and Test Certificate for Underground Piping" per NFPA 24 (2016 Edition) and "Contractors Material and Test Certificate for Aboveground Piping" per NFPA 13 (2016 Edition) and NFPA 13R (2016 Edition) at the time of fire sprinkler final inspection. Aboveground sprinkler system piping and underground piping will not pass final inspection until the fire department receives all certificates. NFPA 13D fire sprinkler systems are exempt from the above certificates.
- 7.0.5 The Fire department will require the following inspections and tests as a minimum:
 - OVERHEAD INSTALLATION AND HYDROSTATIC TEST

Hydro Static test for systems without a fire department connection shall be at normal operating pressure with no evidence of leakage.

The following is required prior to final inspection:

- Approved drawings and hydraulic calculations available on site
- Water service to sprinkler riser shall be installed and live
- All HVAC registers shall be installed
- All electrical shall be installed <u>for alarm</u>, lights, ceiling fans and smoke detectors

7.1 FINAL SPRINKLER AND UNDERGROUND INSPECTIONS

- 7.1.1 ALL CORRECTIONS FROM PREVIOUS INSPECTIONS MUST BE COMPLETED AND SIGNED OFF.
- 7.1.2 A complete approved set of sprinkler system and private fire service main plans stamped approved (wet stamp and signature) by the fire department shall be kept on the job site at all times. **INSPECTIONS WILL NOT BE CONDUCTED WITHOUT THE APPROVED PLANS**.
- 7.1.3 The permit and inspection record card (Job Card) shall be available with the approved plans at the job site. **INSPECTIONS WILL NOT BE CONDUCTED WITHOUT THE APPROPRIATE INSPECTION RECORD CARD** (Fire Permit).
- 7.1.4 Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this guideline or of other ordinances of the jurisdiction shall not be valid.
- 7.1.5 All inspections for systems will be conducted from Monday through Thursday. Sprinkler contractors must request inspections through the project superintendents

7.1.6 All inspections NFPA 13D systems must be requested and scheduled by the project superintendents.

To schedule inspections, call the fire department at (760)770-8200 at least <u>24</u><u>HOURS</u> prior to the requested inspection date and time.

8.0 EMERGENCY ACESS & GATES

8.1 General

8.1.2 This section has been developed to assist development applicants, architects, contractors, and building/business owners in determining the minimum requirements for Knox Key Switches on powered access gates, Knox Boxes for non-powered gates, Knox Box Vaults for residential & commercial facilities, Knox Locks and minimum access gate requirements for fire department access during emergency responses.

8.2 Plans

8.2.1 Plan submittals must identify all access gates and locations of Knox access switches and Knox boxes.

8.3 Gate Access Requirements

- 8.3.1 The installation of security gates across a fire apparatus access road shall be approved by the fire code official during the plan check review. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained at all times.
- 8.3.2 A Knox key operated switch shall be installed at every automatic gate. Residential complexes using secured automated vehicle entry gates or entries shall utilize an approved Knox key electric switch and an optical pre-emption device. Secured non-automated vehicle gates or entries shall utilize an approved Knox padlock and chain (maximum link or lock shackle size of ¹/₄ inch).
- 8.3.3 In the event of a power failure, the gates shall be defaulted or automatically transferred to a fail-safe mode allowing the gate to be pushed open without the use of special knowledge or any equipment. If a two-gate system is used, the override switch must open both gates.
- 8.3.4 Gate arms securing parking lots and parking structures shall be equipped with a fire department approved dual-keyed Knox key electric switch. When activated, the arm or arms shall open to allow fire access.
- 8.3.5 If there is no sensing device that will automatically open the gates for exiting, a fire department approved Knox electrical override switch shall be placed on each side of the gate in an approved location.
- 8.3.6 Approved security gates shall be a minimum of 20 feet in unobstructed drive width on the entrance side with gate in open position and 14 feet minimum on the exit side. An unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm) shall be provided and maintained at all times.

8.3.7 Cathedral City fire apparatus require an unobstructed vertical clearance of not less than 8 feet 6 inches for both subterranean parking structures as well as above ground parking structures.

8.4 Building Access Requirements

- 8.4.1 Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes a Knox Box Vault will be required.
- 8.4.2 Knox Box locations shall be mounted at 5 feet above grade in proximity to the main entrance. Show locations of Knox access controls on plan elevation views. Show requirement in plan notes. Knox switches or boxes may be order online at www.knoxbox.com or contact the Fire Department at (760)770-8200 for a Knox application form.
- 8.4.3 The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.
- 8.4.4 Secured emergency access gates serving apartment, town home or condominium complex courtyard must provide a key box in addition to association or facility locks. The nominal height of Knox lock box installations shall be 5 feet above grade. Contact the Fire Department at (760)770-8200 for determination of box location.

8.5 Inspection Requirements

- 8.5.1 A final field inspection by the fire code official or an authorized representative is required before electronically controlled gates may become operative. Prior to final inspection, electronic gates shall remain in a locked-open position.
- 8.5.2 A final field inspection by the fire code official or an authorized representative for the installation of Knox Box Vaults is required at time of final inspection.

9.0 FIRE APPARATUS ACCESS ROADS

9.1 General

This section has been developed to assist development applicants, architects, contractors, and building/business owners in determining the minimum requirements for the design of fire apparatus access roads for consistency with the best practices of the fire code in the interest of public safety.

9.2 Plans

Detailed fire apparatus access roads shall be submitted to the Fire Department for review and approval prior to construction. Plans shall include certification from a Registered Professional Engineer stating the roads are of all weather construction and capable of supporting fire apparatus weighing 73,000 lbs. G.V.W.

9.3 Requirements

9.3.1 Private streets shall have a minimum width of at least 20 feet, pursuant to California Fire Code 503.2.1 however, a greater width for private streets may be required by the City engineer to address traffic engineering, parking, and other issues. The Cathedral City Fire Department

requirements for two-way private streets, is a minimum width of 20 feet, unless otherwise allowed by the City engineer <u>and fire code official</u>. No parking shall be allowed on either side of the roadway. The following text, developed in concert with Engineering, Planning, and Fire is adopted as alternative text for the Circulation Element.

- **Designated fire lanes** in private developments shall be not less than 20 feet wide (curb face to curb face) with no parking on either side.
- Reduced Roadway Width: Areas with reduced roadway width (such as entry and exit gates, entry and exit approach roads, traffic calming areas) that are under 36 feet wide require red painted curb to maintain minimum 20 foot clear width. Red curb shall be stenciled "NO PARKING", and "FIRE LANE" and CVC 22500.1 with white paint.
- 9.3.2 The grade of the fire apparatus access road shall within the limits established by the fire code official based on the fire department's apparatus. No grade shall exceed 12 percent. Grade transitions shall not exceed maximum angle of approach and angle of departure based on the fire department's apparatus as determined by the fire code official.
- 9.3.3 A secondary access shall be provided for all developments with 25 or more dwelling units.
- 9.3.4 Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with approved provisions for the turning around of fire apparatus. The City of Cathedral City has two approved turn around provisions. One is a cul-de-sac with an outside turning radius of 35 feet from centerline and 15 feet inside radius from centerline. The other is a hammerhead turnaround extending 65 feet from centerline in each direction.
- 9.3.5 Fire department access roads/driveways shall be provided so that no portion of the exterior wall of the first floor of any building will be more than 150 feet from such roads.
- 9.3.6 Mid Rise/High Rise: High-rise and mid-rise buildings shall be accessible on a minimum of two sides. Street access shall not be less than 15 feet or more than 30 feet from the building. Landscaping or other obstructions shall not be placed or maintained around structures in a manner so as to impair or impede accessibility for firefighting and rescue operations.

9.4 Construction Requirements

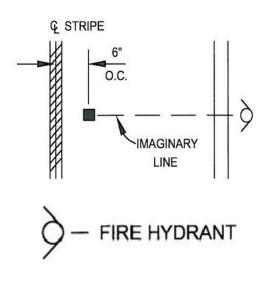
9.4.1 Access for firefighting equipment shall be provided to the immediate job site at the start of construction and maintained until all construction is complete. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13'6". Fire Department access roads shall have an all weather driving surface at 90% compaction and support a minimum weight of 73,000 lbs.

10.0 "BLUE DOT" TYPE I MARKER PLACEMENT NOTES

10.0.1 The reflective side shall face the flow of traffic. The "blue dot" shall be in line with

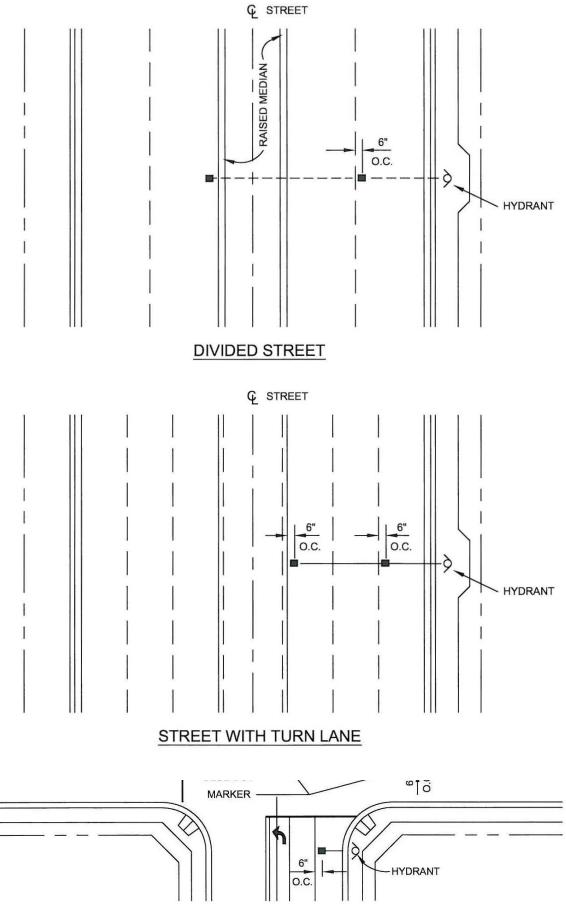
the fire hydrant, except where two (2) dots are used for intersections.

- 10.0.2 A blue reflective marker will be placed 6" on center from painted lines. If no traffic lines exist, place blue dot 6" from center of the street on the fire hydrant side (see standard placement detail below).
- 10.0.3 A painted traffic limit line for stop signs exists, place the second "blue dot" 2 feet back from line, 6" on center from painted traffic limit line.
- 10.0.4 If no traffic limit line for stop signs exists, place "blue dot" in line with sidewalk edge on the side closest to property line, 6" on center from the center of the street line.
- 10.0.5 The "blue dot" shall be applied to a dry, dirt free street and enough adhesive shall be applied so that some adhesive oozes out around the edges of the "blue dot".



- 1. Unmarked streets: place marker **6**" from edge of imaginary line of street on hydrant side
- 2. Marked streets: place marker **6**" from centerline of painted line to centerline of marker on hydrant side.





STREET INTERSECTION

11.0 SOLAR PHOTOVOLTAIC INSTALLATION

11.1 General

11.1.1 This section has been developed with safety as the principal objective. The intent of this section is to assist development applicants, architects, contractors, and building/business owners with information that will aid in the designing, building, and installation of solar photovoltaic systems in a manner that meet the objectives of both the solar photovoltaic industry and the Cathedral City Fire Department.

11.2 Plans

11.2.1 Plan submittals for solar photovoltaic systems are to include all necessary markings for emergency responders to isolate the solar electric system. Approved plans are required prior to construction of a solar photovoltaic system.

11.3 Markings

- 11.3.1 Photovoltaic (PV) systems must be marked. Marking is needed to provide emergency responders with appropriate warning and guidance with respect to working around and isolating the solar electric system. This can facilitate identifying energized electrical lines that connect the solar modules to the inverter, as these should not be cut when venting for smoke removal.
- 11.3.2 Materials used for marking must be weather resistant. It is recommended that Underwriters Laboratories Marking and Labeling System 969 (UL 969) be used as standard to determine weather rating (UL listing of markings is not required).

11.4 Main Service Disconnect

11.4.1 For residential applications, the marking is to be placed within the main service disconnect. If the main service disconnect is operable with the service panel closed, the marking is to be placed on the outside cover.

For commercial application, the marking is to be per Section 690 of the National Electrical Code.

11.5 Access, Pathways and Smoke Ventilation

- 11.5.1 Access and spacing requirements are required in order to:
 - Ensure access to the roof
 - Provide pathways to specific areas of the roof
 - Provide for smoke ventilation opportunities area
 - Provide emergency egress from the roof
- 11.5.2 Designation of ridge, hip, and valley does not apply to roofs with 2-in-12 or less pitch. All roof dimensions are measured to centerlines.
- 11.5.3 Roof access points are to be defined as areas where ladders are not placed over openings (i.e., windows or doors) and are located at strong points of building construction and in locations where they will not conflict with overhead obstructions (i.e., tree limbs, wires, or signs).

11.6 Residential Systems - Single and Two-Unit Residential Dwellings

Plan reviews are required if a system is to be installed on the roof area of a residential building.

- 11.6.1 Access/Pathways
 - a. Residential Buildings with hip roof layouts: Modules should be located in a manner that provides one (1) three-foot (3') wide clear access pathway from the eave to the ridge on each roof slope where modules are located. The access pathway should be located at a structurally strong location on the building capable of supporting the firefighters accessing the roof (see example 1).
 - b. Residential Buildings with a single ridge: Modules should be located in a manner that provides two (2) three-foot (3') wide access pathways from the eave to the ridge on each roof slope where modules are located (see example 2).
 - c. Hips and Valleys: Modules should be located no closer than one and one half (1.5) feet to a hip or a valley if modules are to be placed on both sides of a hip or valley. If the modules are to be located on only one side of a hip or valley that is of equal length then the modules may be placed directly adjacent to the hip or valley. (See Example 3)
- 11.6.2 Smoke Ventilation
 - a. The modules are to be located no higher than three feet (3') below the ridge.

11.7 Commercial Buildings and Residential Housing consisting of Three (3) or More Units

If the roof configuration is similar to residential (such as in the case of townhouses, condominiums, or single family attached buildings), the local fire department may make a determination to apply the residential access and ventilation requirements (see examples 5, 6, 7 and 8).

- 11.7.1 Access
 - a. There should be a minimum six foot (6') wide clear perimeter around the edges of the roof. Exception: If either axis of the building is 250 feet or less, there should be a minimum four feet (4') wide clear perimeter around the edges of the roof.
- 11.7.2 Pathways should be established in the design of the solar installation. Pathways should meet the following requirements:
 - a. Should be over structural members capable of supporting firefighters accessing the roof.
 - b. Centerline axis pathways should be provided in both axis of the roof. Centerline axis pathways should run on structural members or over the next closest structural member nearest to the center lines of the roof
 - c. Should be straight line not less than 4 feet (4') clear to skylights and/or ventilation hatches

- d. Should be straight line not less than 4 feet (4') clear to roof standpipes
- e. Should provide not less than 4 feet (4') clear around roof access hatch with at least one not less than 4 feet (4') clear pathway to parapet or roof edge
- 11.7.3 Smoke Ventilation
 - a. Arrays should be no greater than 150 by 150 feet in distance in either axis
 - b. Ventilation options between array sections should be either:
 - 1. A pathway 8 feet (8') or greater in width
 - 2. 4 feet (4') or greater in width pathway **and** bordering on existing roof skylights or ventilation hatches
 - 4 feet (4') or greater in width pathway and bordering four feet
 (4') x 8 feet 8' "venting cutouts" every 20 feet (20') on alternating sides of the pathway

11.8 Location of Direct Current (DC) Conductors

- 11.8.1 Conduit, wiring systems, and raceways for photovoltaic circuits should be located as close as possible to the ridge or hip or valley and from the hip or valley as directly as possible to an outside wall to reduce trip hazards and maximize ventilation opportunities.
- 11.8.2 Conduit runs between sub arrays and to DC combiner boxes should use design guidelines that minimize total amount of conduit on the roof by taking the shortest path from the array to the DC combiner box. The DC combiner boxes are to be located such that conduit runs are minimized in the pathways between arrays.
- 11.8.3 To limit the hazard of cutting live conduit in venting operations, DC wiring should be run in metallic conduit or raceways when located within enclosed specs in a building and should be run, to the maximum extent possible, along the bottom of load-bearing members.

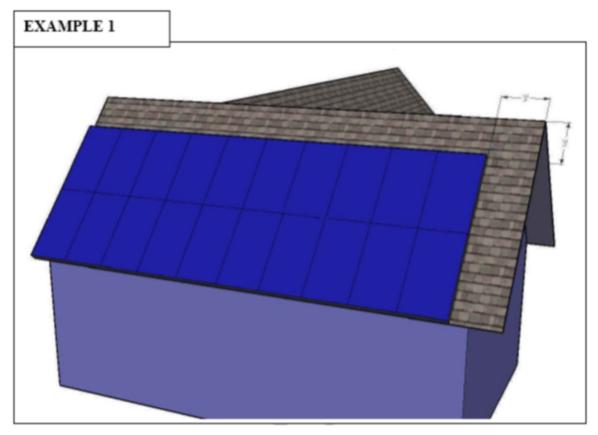
11.9 Non-Habitable Buildings

11.9.1 This guideline does not apply to non-habitable structures. Examples of non-habitable structures include, but are not limited to, parking shade structures, solar trellises, etc.

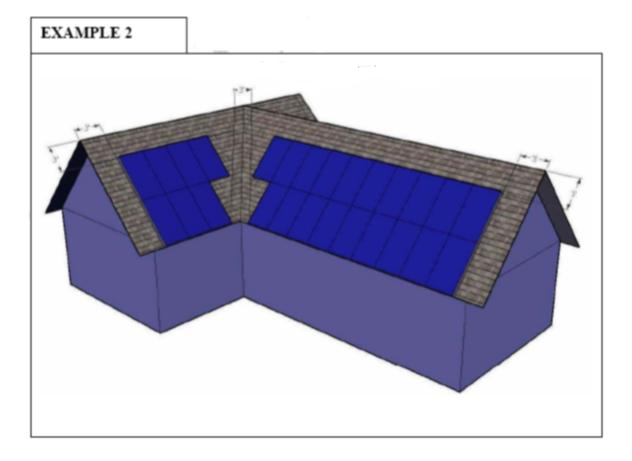
11.10 Ground Mounted Photovoltaic Arrays

11.10.1 Setback requirements do not apply to ground-mounted, freestanding photovoltaic arrays. A clear brush area of ten feet (10') is required for ground mounted photovoltaic arrays.

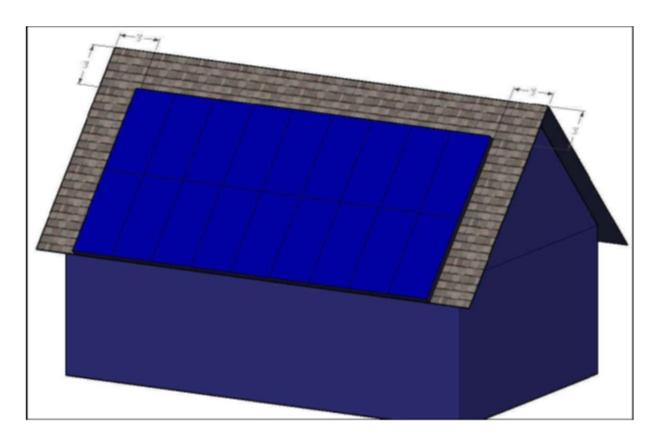
Examples of Photovoltaic Layouts



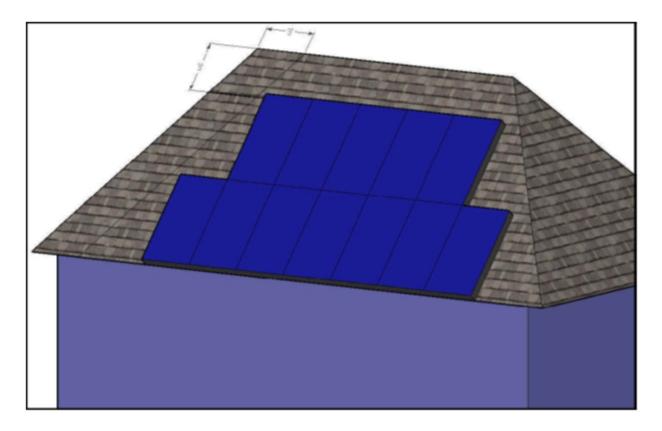
Example #1 Cross Gable Roof



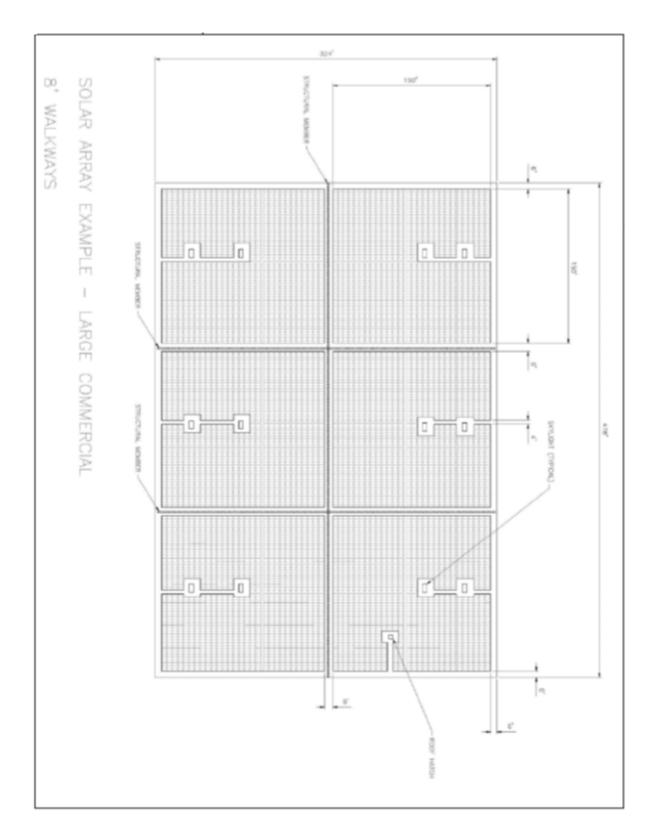
Example #2 Cross Gable with Valley

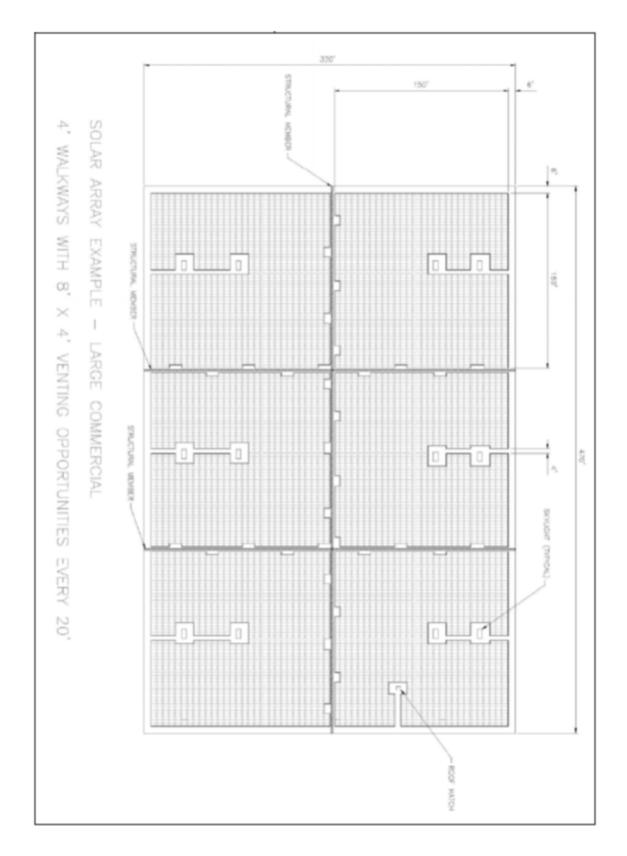


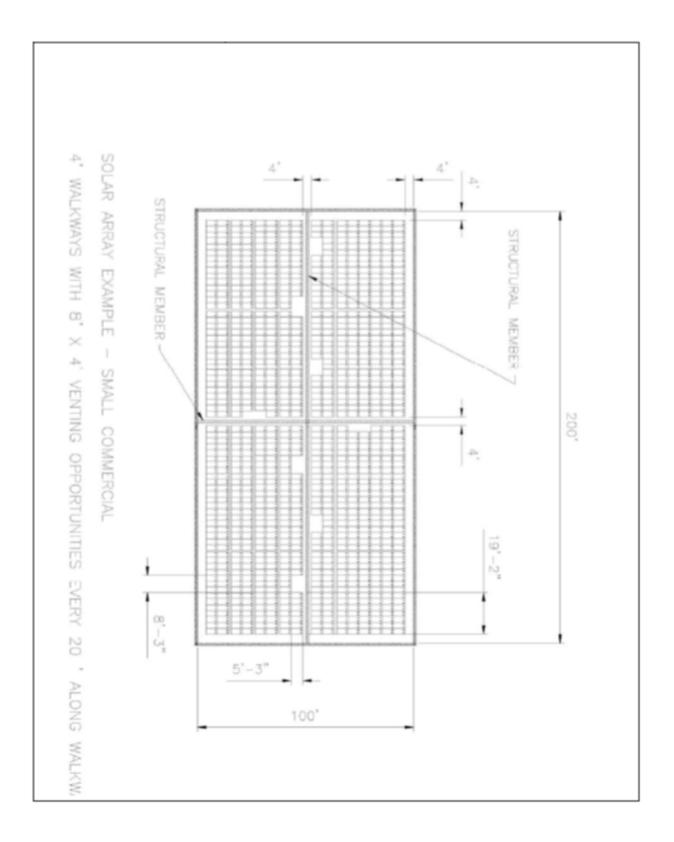
Example #3 Full Gable

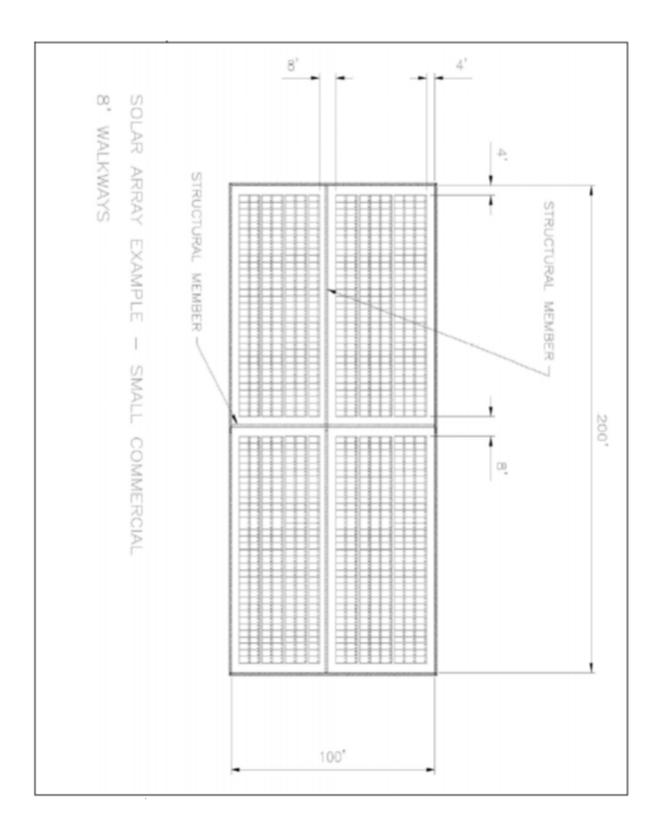


Example #4 Full Hip Roof









12.0 CANNABIS EXTRACTION FOR COMMERCIAL MANUFACTURING FACILITIES

The information contained within this guideline is provided to clarify how the Cathedral City Fire Department applies the California Fire Code (CFC) to cannabis extraction processes and equipment at manufacturing facilities licensed by the City of Cathedral City. Because every process and building differs, this guideline is not intended to identify or discuss every code requirement applicable and it is not intended to be a regulatory document; therefore, it is the responsibility of the persons performing these processes and/or otherwise responsible for the design or construction of extraction rooms, equipment, and operations to follow all applicable Codes and Standards as adopted by the City of Cathedral City. This guideline is based upon the 2016 California Fire Code.

12.1 Extraction Process Equipment

Extraction equipment, including equipment used for winterization or other oil refining processes, that use hazardous materials (i.e. flammable / combustible liquids, Carbon Dioxide (CO₂), liquefied petroleum gases (i.e. butane), etc.) are required to be listed or approved per CFC Section 2703.2.3.

- 12.1.1 Liquefied Petroleum Gas (LPG) and CO2 Extraction Equipment
 - a. Only closed-loop type LPG extraction equipment is permitted. Open blasting extractions or equipment that releases butane to the atmosphere during the extraction process is strictly prohibited.
 - Because there may not be listings (such as UL, ETL, etc.) b. available for compressed-gas extraction systems using hazardous materials, extraction equipment approval is required from the Cathedral Fire Department for use in the City of Cathedral City. To obtain equipment approval, an engineering report (signed and sealed by a licensed California engineer) must be submitted for approval. This approval report is required by CFC Section 104.7.2. It is the responsibility of the engineer to justify how the system meets the California Fire Code and any other national standards as a basis of design, including an analysis / description of every component of the system. Thus far, approved LPG (i.e. butane or propane) only closed-loop systems have been designed to applicable sections of NFPA 58. Open-blast LPG extractions are prohibited. In addition to the engineering report, an owners' operation manual must be submitted with specific instructions regarding proper use of the equipment and any safety provisions Equipment may be submitted / approved either by a identified. Master Engineering Report or a Site Specific Engineering report. Engineering reports can be submitted in hard copy, signed and sealed by the licensed design professional to the Cathedral City Fire Department at 32100 Desert Vista Rd. Cathedral City, CA 92234, attention - Fire Chief.
 - c. In addition to this engineering report approval process, if the extraction equipment uses electrical components, a National Recognized Testing Laboratory (NRTL) listing is also required in

addition to the engineering report certifying that the electrical components are compliant with appropriate electrical standards.

- d. Site Specific Engineering Report: Site specific engineering reports can be submitted which approve extraction equipment exclusively to a location and specific equipment. A Plant Extraction Systems Operational Permit will be issued for final approval of the extraction equipment and use. Any modification of the equipment or relocation of equipment to a new address voids the equipment approval.
- Master Engineering Report For manufacturers of extraction e. equipment, a Master Engineering Report can be submittal for approval in lieu of submitting Site Specific reports for every address. Once approved, the report is retained by the Cathedral City Fire Department. Site specific approval letters are then provided by the report Engineer of Record certifying (by location address and serial number) that the equipment on-site meets the approved Master Engineering Report on file. Once this letter is received (and all other extraction room safety provisions are met), a Plant Extraction Systems Operational Permit will be issued for final approval of the extraction equipment and use. Any modification of the equipment or moving addresses voids the equipment approval. Request a Extractor Approval List document from the Cathedral Fire Department at fireinfo@cathedralcity.gov or (760) 770-8200 or for a list of manufacturers with approved Master Engineering reports.
- 12.1.2 Flammable liquid distillation or evaporative process equipment

There are numerous methods to perform distillation or evaporative extraction / refinement processes. In general, electrified equipment used in these processes are required to be listed by a National Recognized Testing Laboratory (NRTL) for their intended use and are required to be operated within the manufacturer's guidelines. Equipment such as rotary evaporators are typically listed for distillation processes. Where distillation stills or heated evaporation processes are performed, the heating source shall be listed as explosion-proof (i.e. rated for the electrically classified location) unless it can be shown that the equipment has been tested during its listing to heat flammable liquids without the explosion-proof classification. Approval of the proposed process equipment must be submitted during construction permitting review.

12.1.3 Vacuum Ovens

Vacuum ovens shall not be used to process volatile gases (i.e. alcohol/oil mixtures, oil containing off-gassing LPG, other flammable liquids, etc.) unless the vacuum oven is rated to process these vapors (typically an explosion-proof classification). It is the responsibility of the extraction process operator to ensure the material being introduced into the oven does not contain volatiles. All vacuum ovens shall be listed by a NRTL.

12.1.4 Refrigerators

Refrigerated storage or processing of flammable liquids including oilladen with flammable liquids must only use refrigerators/freezers rated to store flammable liquids. At minimum, a "Lab-Safe" or "Flammable Safe" rated refrigerator/freezer must be used. Residential type refrigerators are not rated by the manufacturer for flammable liquid storage or processing. See National Fire Protection Association (NFPA) 45 for further information regarding refrigerators used for flammable liquid storage.

- 12.2 Extraction Room Construction, Gas Detection, Exhaust, & Electrical Systems
 - 12.2.1 Room Construction
 - a. Extraction rooms are required to be located in a room dedicated to the extraction process. There must be no other equipment within the room (i.e. refrigerators, cooking appliances, electrical panels, computers, cell phones, etc.) that is not associated with the extraction process. Additionally there must be no penetrations into the room that are not essential for the extraction process (i.e. gas lines, HVAC systems, plumbing, etc.).
 - b. Rooms are to be of continuous, noncombustible, and smooth construction, and room finish should also consider California Department of Public Health requirements for cleaning purposes. Booths constructed in compliance with flammable finish requirements of CFC Chapter 24 will be accepted as meeting these construction requirements. Acoustic-type drop ceilings that could conflict with large LPG extraction exhaust systems will not be permitted. Hand sinks and eye wash stations (if required by other Codes) can be located in the room.
 - c. Doors to the extraction room using hazardous materials (i.e. CO2, LPG, or flammable liquids) must swing in the direction of egress, be self-closing/latching, and be provided with panic hardware.
 - d. Post oil processing typically uses small volumes of flammable liquids and may be performed outside of a dedicated extraction room. This process can typically be performed under a bench-top chemical fume hood.

12.2.2 Suppression Systems

a. An LPG extraction room, booth, or hood is required to be provided with an automatic fire suppression system in accordance with CFC Chapter 9. A suppression system is also required in a flammable liquid extraction room, booth, or hood where vapors are released exceeding 25% of the lower flammable limit (LFL). No suppression systems are required in CO2 extraction rooms. Where the building is required to be fire sprinkled, the sprinkler system shall be extended to the room, booth, or hood. Where the building is not required to be fire sprinkled, an alternative suppression system must be provided in accordance with CFC Section 904.

- b. These extraction room requirements are not applicable to water extractions, kief production rooms, food-based extractions, or other extraction processes not using hazardous materials.
- 12.2.3 LPG Extraction Process Gas Detection Systems
 - a. There are two forms of flammable gas detection required in LPG extraction areas: fixed continuous flammable gas detector serving the room, hood, or booth and a portable flammable gas detector. The intent of these types of flammable gas detection systems within LPG extraction areas is twofold: for alerting the extraction process operator(s) that the area is at or above 10% of the lower flammable limit (LFL) and for the extraction process operator(s) to specifically identify potential leaks during the extraction and additionally to determine when oil and spent plant material is finished off-gassing and is safe to be removed from the extraction area.
 - The fixed detector must be installed in accordance with the b. manufacturers' guidelines and depending on the size and configuration of the room, booth, or hood, additional detectors may be required. The fixed detection alarm is a local alarm only and does not require off-site monitoring and does not require full occupant notification of the building or extraction room (including ADA visual notification) as a fire alarm system may require. Fixed detection is to alarm at 10% of the lower flammable limit (LFL). The method of alerting the extraction operator (audible / visual notification) is based on the type of the gas detector chosen. Some detectors have integrated visual alarms only that can be accepted when installed within clear view of the extraction operator; i.e. at eve level with the sensor extended to the floor. Otherwise, a remote visual or audible local alarm can be accepted.

12.2.4 LPG Extraction Exhaust Systems

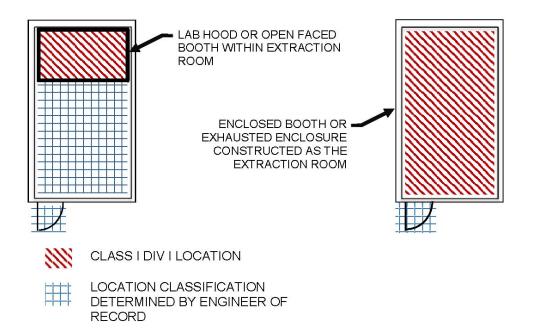
- a. A hazardous exhaust system is required to be installed in accordance with the Mechanical Code for extraction processes using LPG. There are many different ways to design a hazardous exhaust system including fume hoods, walk-in hoods, booths, and exhausted rooms. There are manufacturers of booths and hoods that meet this requirement in a complete off-the-shelf package. Exhaust systems can also be built specifically to suit the needs of a location or process; however, no one system is dictated by the Fire Code. The engineer of record must design and/or specify a system to meet the minimum requirements of a hazardous exhaust system.
- b. The intent of the exhaust system provided is to be designed with capture and containment velocities across the work area (International Mechanical Code 510.5.4) as typically seen with other industrial or laboratory processes using hazardous materials. There are several work areas that must be considered in this design and may be different for each extraction equipment

manufacturer. The extraction process equipment location, the location of oil retrieval, and the location of LPG-laden plant material removed from the extraction equipment for degassing are all work areas that are intended to be provided with exhaust system capture and containment velocities. The assumption that a "closed-loop" system does not release LPG into the atmosphere will not be accepted as a basis in the design of these exhaust systems, since all extraction systems must be opened at some point in the process with vapor released. It is recommended that the **American Conference of Governmental Industrial Hygienists** (ACGIH) Industrial Ventilation Handbook be consulted for exhaust system and capture and containment velocity design.

12.2.4 LPG Extraction Electrical Systems

- a. The location of the LPG extraction process must be considered a Class I Division I location in accordance with the National Electric Code (NEC); depending on the type of exhaust system provided, this could be the entire room or the area inside of a hood or booth. This Class I Division I requirement was based on flammable gas metering of several extraction processes, all of which exceeded minimum LFLs during equipment opening for oil retrieval and removal of LPG-laden plant material in addition to other known equipment and accidental process failures releasing LPG. Flammable gasses are present during normal extraction operations, therefore this location meets the definition of a Class I Division I location per the NEC.
- The location adjacent to the Class I Division I location must be b. classified by the design engineer (i.e. doors to the extraction room, hoods opening into the extraction room, etc.). This is dependent on the type of exhaust system provided and the room configuration. Normally, adjacent locations are Class I Division II; however, the NEC does not define a required distance that an "adjacent location" must be from the Class I Division I location in order to be classified as a Class I Division II location. The NEC defines Class I Division II as a location where flammable vapors could be present from accidental rupture or breakdown of containers. Therefore, this location classification should be established on a total extraction equipment failure. This classification has been intentionally left to the determination of the responsible engineer since many factors can influence this area, such as mechanical exhaust sizing, total LPG within the extraction equipment, etc.

Typical LPG exhaust types and the associated NEC location classification is illustrated below:



- Based on the Class I Division I location, all equipment in the C. extraction room must be rated for use in Class I Division I locations. This includes lighting, power receptacles, vacuum pumps, recovery pumps, and any other electrical equipment in the The need for explosion-proof rated equipment can be room. minimized. Lighting located behind a vapor-tight glazing panel outside of the extraction room/booth is not required to be classified as Class I Division I; this concept is similar to flammable finish spray booth lighting systems. Other extraction process support systems such as air compressors to drive recovery pumps, heated / chilled water circulation pumps, vacuum air systems, etc. can all be located outside of the Class I location and piped into the process area. Where electrical equipment is needed, it must be rated for the Class I location in which it is installed in.
- d. To reduce the possibility of spark from static discharge, all metal objects including ductwork, hand sinks, water piping, etc. must be grounded / bonded in accordance with the NEC. This will also require the extraction equipment to be grounded / bonded.
- e. The room lighting and room power receptacles (where provided) are required to be interlocked with the exhaust system such that the room power and lighting will not operate without the exhaust system running. Power serving room flammable gas detectors is not required to be part of this interlock requirement.
- 12.2.5 Flammable Liquid Extraction & Post Oil Processing Gas Detection Systems
 - None Required.

12.2.6 Flammable Liquid Extraction & Post Oil Processing Exhaust Systems

For the purposes of this section, exhaust system requirements for extraction processes using flammable liquids are also required for post oil processing using flammable liquids. Post oil processing is an oil refining or winterization process occurring after the initial extraction is completed.

There are many different methods available to perform flammable liquid extractions as well as a variety of equipment available; therefore, all processes cannot be described in detail within this guideline. Generally, these processes can be grouped into two categories; distillation extractions where most of the flammable solvent is recollected OR a heated boil-off (evaporative) process where flammable liquid is evaporated to the atmosphere without recollection.

- A hazardous exhaust system is required complying with a. International Mechanical Code (IMC) Section 510 for flammable liquid processes exceeding 5 gallons. These typically include boil/evaporative processes, distillation processes, and flammable liquid plant wash processes. This exhaust system is intended for larger processes where dispensing of flammable liquids also occurs in greater volumes, flammable liquid laden plant material is removed from equipment and/or vapors are present from heated extraction processes. The exhaust system must provide capture and containment velocity across the work area per IMC Section 510.5.4 and is typically provided in the form of a standard lab-type It is suggested that the ACGIH Industrial exhaust hood. Ventilation Handbook be consulted for exhaust system and capture velocity design.
- b. Distillation process using less than 5 gallons are to be performed under a chemical fume hood designed to contain fumes within the hood and exhaust them to the exterior. This system does not have the duct gauge thickness and other requirements of a full hazardous exhaust system. This exhaust system is typically for smaller bench-top type of distillations and also small flammable liquid dispensing volumes.
- c. Listed solvent distillation units complying with CFC 5705.4 are not subject to these exhaust system requirements.
- 12.2.7 Flammable Liquid Extraction & Post Oil Processing Electrical Systems:

For rooms, booths, or hoods containing flammable liquid extraction or post oil processes, the electrical location classification must be specified by the responsible licensed design professional. It is expected that this classification is included on building permit drawings and that supporting information is submitted justifying how the location classification was determined. Because there are numerous methods of performing flammable liquid extractions, the process must be evaluated and the classification determination must be established by the licensed design professional. Note that the licensed design professional must consider not only the process equipment, but also the dispensing (i.e. filling and removal) of flammable liquids, soaking (i.e. plant wash) material in open containers, and the removal of plant material saturated with flammable liquids, because these operations may have an impact on the location classification.

Also see section I.B of this guideline for further information.

12.2.8 CO2 Extraction Process Gas Detection Systems

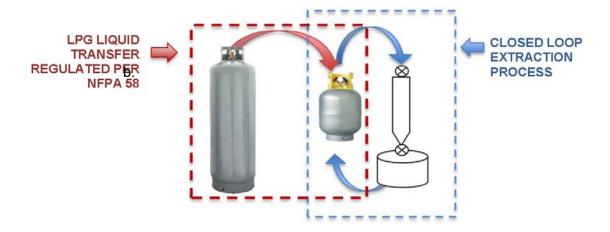
A fixed continuous CO2 detection system is required within CO2 extraction rooms set to alarm at 5000 ppm. This system is a local alarm only and is not required to be monitored off site. The system is intended to alert the extraction operator of a potential asphyxiation hazard. There is no requirement to alarm the building nor to have ADA compliant visual notification as typically required for fire alarm systems.

12.2.9 CO2 Extraction Exhaust Systems & Electrical Systems

- a. CO2 extraction equipment is required to have releases of CO2 piped to the exterior. Stored cylinders shall be secured to a fixed object to prevent falling. See CFC Chapter 53 for compressed gas storage requirements.
- b. There are no further exhaust system or electrical requirements above ordinary requirements of the California Building Code.

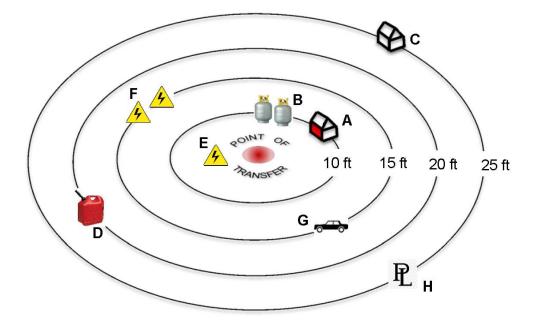
12.3 Filling LPG Extraction Equipment

- 12.3.1 Filling LPG Extraction Equipment
 - a. Although manufacturers may use different terminology, extraction equipment includes an LPG solvent tank (i.e. a local system supply tank) which is filled with LPG and supplies the extraction equipment and this same tank is also used to reclaim LPG after the extraction. The approval for closed loop LPG extraction equipment discussed in Part I of this document approves only the <u>closed loop</u> system. Filling the LPG solvent tank from a bulk tank (i.e. typically a 100# tank) is not included in the extraction equipment approval and is regulated per NFPA 58 as LPG liquid transfer. This delineation is depicted below:



- b. Filling the solvent tank is regulated as LPG liquid transfer under NFPA 58 and must be conducted outdoors. Indoor filling and/or indoor filling from piped LPG liquid systems may be conducted indoors where the room and process has been designed in accordance with NFPA 58, notably Chapter 10; the requirements of this chapter are stringent and will not be discussed herein due to their complexity. Where performed, this process is included in the Plant Extraction Systems operational permit issued; information on LPG liquid transfer must be included at this time of permit application.
- c. LPG liquid transfers using lighter refill-type containers using can taps or other puncture equipment is prohibited.
- d. The following is a summary of requirements from NFPA 58:
 - i. Personnel conducting liquid transfer operation shall be trained in LPG filling (recertified every 3 year). Documentation of training shall be available (NFPA 58-7.2.1)
 - ii. Public access to the filling location must be restricted (i.e. fenced area)
 - iii. The filling location must be located 15' from combustion engine use; i.e. vehicle parking. All ignition sources shall be shut off. The location may be located against a noncombustible building wall without openings
 - iv. Electrical equipment is required to be Class I Division I within 5' and Class I Division II within 15' of filling operations.
 - v. Where heating blankets are used, they must be listed for use in explosive environments. An electrical permit is required for any circuits being extended to the filling location.
 - vi. Where scales are used for weighing containers, they shall be Class I Division I listed or be of the mechanical type.
 - vii. Smoking, portable lighting, portable electric tools, etc. shall not be in use within 25' of the filling operation.
 - viii. Purging of tanks may be performed at the tank filling location in accordance with NFPA 58. The tank must be rapidly dispersed in the atmosphere, where environmental conditions do not allow rapid dispersal (i.e. wind conditions, site conditions such as neighboring buildings on lot lines not allowing adequate natural ventilation, etc.). LPG must be flared using a method in compliance with NFPA 58.

ix. The NFPA 58 separation distances from the trans-filling location are illustrated below:



- A. Buildings with 1HR fire rated exterior wall
- B. LPG Containers in Storage
- C. Buildings with non-fire rated exterior wall or building openings
- D. Flammable / combustible liquid storage
- E. Class I Division I electrically classified area within 5' of transfer
- F. Class I Division II electrically classified area
- G. Vehicle traffic
- H. Property Line that can be built upon

CITY OF CATHEDRAL CITY PUBLIC SAFETY RADIO SYSTEM COVERAGE SPECIFICATIONS

1. Performance. Specifications are provided to assist property owners in satisfying a delivered audio quality (DAQ) of three with a 90 percent reliability factor for emergency personnel using radio communication in their buildings and structures.

Property owners who can demonstrate full compliance with the reliability factor without adhering to all of the following specifications may be excused from all or part of these provisions.

Property owners who adhere to all of the specifications and fail to reach the reliability factor must employ all resources necessary to ensure full compliance.

Performance and compliance may be tested and verified annually as part of the Cathedral City Fire Department's Fire Inspection program.

2. Signal strength, signal rejection, modulation compatibility, and delivered audio quality. The following defines the minimum required level of radio signal strength:

- A minimum signal strength of (-95dBm) in 90 percent of the area of each floor of the building from the UHF 762-870 MHz Cathedral City Communications System is required.

- A minimum signal strength of (-95dBm) in 90 percent of the area of each floor of the building from the VHF 136-174 MHz Cathedral City Communications System is required.

- The frequency range shall support UHF from 762 - 870 MHz to accommodate the Cathedral City Communications System.

- The frequencies shall support for VHF from 136-174 MHz to accommodate the Cathedral City Communications System.

- A public safety radio amplification system shall include filters to reject frequencies below 762 MHz and frequencies above 870 MHz by a minimum of 35 dB.

- All system components must be 100 percent compatible with analog and digital modulations after installation without additional adjustments or modifications.

The systems must be capable of encompassing the frequencies stated herein and capable of future modifications to a frequency range subsequently established by the City of Cathedral City. If the system is not capable of modification to future frequencies, then a new system will need to be installed to accommodate the new frequency band.

- Active devices shall have a minimum of -50 dB 3rd order intermodulation protection.

- All active in-building coverage devices shall be FCC Part 90 Type Certified.

- UL listing is required for any AC operated power supplies.

- Active devices shall include a minimum of 12 hours of battery backup power.

- Any in-building coverage system shall be installed by a City approved, manufacturer-trained and certified installer.

- Delivered Audio Quality (DAQ) minimum is DAQ 3.

The delivered audio quality (DAQ) is defined below:

DAQ Delivered Audio Quality / Subjective Performance Description

DAQ 1 / Unusable, speech present but unreadable.

DAQ 2 / Understandable with considerable effort. Frequent repetition due to noise/distortion.

DAQ 3 / Speech understandable with slight effort. Occasional repetition required due to noise/distortion.

DAQ 3.5 / Speech understandable with repetition only rarely required. Some noise/distortion.

DAQ 4 / Speech easily understood. Occasional noise/distortion.

DAQ 4.5 ./ Speech easily understood. Infrequent noise/distortion.

DAQ 5 / Speech easily understood.

3. Remedies to achieve compliance (acceptable amplification systems). If needed to ensure compliance with the 90 percent reliability factor, the property owner must install each of the following:

- An in-building coverage system composed of a radiating cable system or an internal multiple antenna system with FCC-certified bi- directional 700/800 MHz and 136-174 MHz (as required to meet the two indicated VHF MHz frequencies) amplifier(s), distribution system, and subcomponents.

- Any active devices (e.g. signal booster(s)) must be encased in a NEMA 4 (or equivalent) dust/waterproof case and clearly labeled "City of Cathedral City Public Safety Radio."

- Multi-band pass filters as required.

In the event of a power outage, all electrical components must be equipped with independent auxiliary battery power or generators to function at full capacity for at least 12 hours.

Once a system is installed, a Spectrum Analyzer will be used to evaluate the system for harmful interference to the 700/800 MHz Cathedral City Communications System backbone during Acceptance Testing. After Acceptance Testing, the Fire Department may periodically test the system using a Spectrum Analyzer on an "as-needed" basis to determine if the system remains in compliance during the lifespan of the building. Any interference must be identified and removed before the system can be accepted.

4. Applicable Federal Communications Commission rule compliance. All active devices used to provide extended coverage must be FCC- certificated.

A. Test standards. Design review and certification.

1. Prior to issuance of a building permit, the applicant shall:

i. Retain a certified technician who will review construction plans in order to ensure that such plans meet aforementioned radio communication criteria, and recommend, if needed, an in-building solution for reliable radio communication;

ii. Submit copies of plans certified with the signature of the technician to the Chief Building Official of the City of Cathedral City;

2. Prior to issuance of a Certificate of Occupancy, the applicant shall:

i. Retain a certified technician who will test all areas of the building or structure, verify installation and operation of in-building solutions, if needed, and certify all of the findings stated herein on the date of inspection with his/her signature. A passing test is one that demonstrates DAQ 3 with a 90 percent reliability factor on each floor. Owners of buildings that fail to meet this standard will not be in compliance with this ordinance.

ii. The building owner must retain all records of initial and annual inspections and submit copies to the Chief Building Official of the City of Cathedral City.

B. Acceptance testing procedure. All testing must be scheduled at least 24 hours in advance of the desired test time. Acceptance Testing must be done on a weekday during the late evening/early morning hours, 10:00 P.M. until 6:00 A.M. In the event of a serious emergency, the Incident Commander may require that Acceptance Testing be stopped on the affected frequency or frequencies until the emergency has been terminated.

For purposes of testing, each floor of the building shall be divided into a grid of approximately 20 equal areas. Testing will be conducted from the center of each of the 20 equal grid areas. A maximum of two nonadjacent areas will be permitted to fail the test. The test shall be conducted using a portable radio talking through the 700/800 MHz and VHF frequencies. A spot located approximately in the center of each grid area will be selected for the testing. The radio will then be keyed to verify two-way communication to and from the outside of the building through the 700/800 MHZ and 136-172 MHz Cathedral City Communications System. Once the spot has been selected, prospecting for a better spot within the grid area will not be permitted.

If a floor fails Acceptance Testing, the floor may be divided into 40 equal areas, and retested from the center of each of the 40 equal grid areas. During this test, a maximum of four nonadjacent areas will be permitted to fail the test.

All auxiliary power systems shall be tested under load for a period of one hour to verify that the system will operate properly in the event of a power outage. The testing technician reserves the discretion to determine whether or not the battery exhibits symptoms of failure. The certified technician will ultimately decide if the auxiliary system needs to be replaced or upgraded.

C. Annual test procedure. After a Certificate of Occupancy is issued, the Cathedral City Inspector or appointed agent may annually test the in-building system components to determine general functional operability. If noncompliance is found, an approved technician will reassess the improvement upon scheduling by the building owner.

D. Every two years battery back-up systems shall be replaced per manufacturer's specifications.

Batteries shall be marked in permanent marker with the date of replacement.

5. Additional equipment feature requirements.

Active devices shall be alarmed. A phone line (plain old telephone service or POTS) will provide dial tone to an alarm device. The alarm device will be programmed to activate the buildings alarm system

The minimum alarms will indicate loss of AC failure and operational failure.

6. New building construction.

All new building construction shall have a two-inch conduit installed between the first and bottom subterranean floor and said conduit shall extend along the center of the building to the roof. At each floor and the roof, an opening shall be made to afford easy access to the conduit from the ceiling. Access in either the form of

drop ceiling or conduit shall be made available along hallways and through firewalls. All subterranean parking garages shall have a similar conduit installation.

7. Compliance with CCMC Section 511.1 General.

All new buildings four stories in height or taller and all subterranean levels of parking structures or existing altered buildings over 20 percent shall meet the city Public Safety Radio System Coverage requirements as determined by the Fire Chief.



File #: 2016-412

Item No: 4.C.

City Council

MEETING DATE: 10/12/2016

TITLE:

Ordinance Amending Chapter 3.24.011 of the Municipal Code Regulating Vacation Rental Units

FROM:

Tami Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council approve the second reading, by title only, to an ordinance amending Chapter 3.24.011 of the Municipal Code regulating vacation rental units.

BACKGROUND:

The proposed Ordinance would amend Chapter 3.24.011 of the Cathedral City Municipal Code which contains the provisions to regulate vacation rental units. These units are primarily residential dwellings that are rented for thirty days or less and are thus subject to the regulations of a vacation rental permit fee.

DISCUSSION:

Section 3.24.011 of the Municipal Code, the current fee for the short-term vacation rental permit is \$60.00/year; whereas, Section 3.24.015, paragraph B of the Municipal Code states "At the time of making an application for a permit, the applicant shall pay a registration fee equal to an amount established by a resolution of the City Council." This proposed ordinance will clarify the inconsistency between these two sections while allowing the permit fee to be updated through City Council Resolution.

In addition, the ordinance provides for the requirement that should the property be located in a Homeowner or Community Association, the property owner/agent must provide a letter from the governing board of said Association indicating that the covenants, conditions, and restrictions (CC&R's) do not regulate vacation rentals or that vacation rentals are not prohibited by the CC&R's.

File #: 2016-412

FISCAL IMPACT: N/A

ATTACHMENTS: Proposed Ordinance

ORDINANCE NO. _____,

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING SECTION 3.24.011 OF THE CATHEDRAL CITY MUNICIPAL CODE RELATING TO VACATION RENTAL UNITS

WHEREAS, the City Council of the City of Cathedral City desires to amend the Municipal Code to appropriately regulate the short term rental of dwelling units in accordance with the existing provisions of the adopted Transit Occupancy Tax Ordinance, and to correct minor inconsistencies in Chapter 3.24 of the Cathedral City Municipal Code; and

WHEREAS, the City Council finds that the proposed amendments are consistent with and enhance the existing Chapter 3.24, Transient Occupancy Tax provisions of the Cathedral City Municipal Code; and

WHEREAS, the City Council finds the regulation of vacation rental units is in the best interest of the public health, safety and general welfare;

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

SECTION 1 AMENDMENT TO CATHEDRAL CITY MUNICIPAL CODE SECTION 3.24.011

Section 3.24.11 of the Cathedral City Municipal Code is hereby amended to read as stated in Exhibit "A".

SECTION 2 SEVERABILITY

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

SECTION 2 EFFECTIVE DATE

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

SECTION 3 POSTING

The City Clerk shall, within fifteen (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.

SECTION 4 CERTIFICATION

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on the _____ day of _____, 2016, by the following vote:

Ayes: Noes: Abstain: Absent:

Stan Henry, Mayor

ATTEST:

Gary F. Howell, City Clerk

APPROVED AS TO FORM:

Eric S. Vail, City Attorney

Exhibit "A"

Cathedral City Municipal Code section 3.24.011 is amended to read as follows. The text of any added language is shown by *underlining, italicizing and bolding* the added text. The text of any deleted matter is shown by strike-through of the deleted text.

3.24.011 Vacation Rental Units

A. Purpose. The purpose of this section is to establish regulations for the use of privately owned residential dwellings as vacation rentals to ensure the collection and payment of applicable transient occupancy taxes and minimize the negative secondary effects of such use on surrounding residential neighborhoods. This section is not intended to modify the definitions included in Section 3.24.010, but rather to specifically regulate a defined subset of units included in the definition of "hotel." Further, this section does not provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as discussed in this section.

B. Definitions. For purposes of this section only, the following words and phrases shall have the following meanings:

"Applicable laws, rules and regulations" means any laws, rules, regulations and codes (whether local, state or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a vacation rental.

"Applicant" means the owner of the vacation rental unit or the owner's authorized agent or representative.

"City manager" means that person acting in the capacity of the city manager of the city of Cathedral City or designee.

"Local contact person" means the person designated by the owner or the owner's authorized agent or representative who shall be available twenty-four hours per day, seven days per week for the purpose of: (1) responding within forty-five minutes to complaints regarding the condition, operation, or conduct of occupants of the vacation rental unit; and (2) taking remedial action to resolve any such complaints.

"Owner" means the person(s) or entity(ies) that hold(s) legal and/or equitable title to the subject vacation rental.

"Property" means a residential legal lot of record on which a vacation rental unit is located.

"Responsible person" means an occupant of a vacation rental unit who is at least twenty-one years of age and who is legally responsible for ensuring that all occupants of the vacation rental unit and/or their guests comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject vacation rental unit. "Transient" means any person who seeks to rent or who does rent a privately owned residential unit for a period of thirty consecutive calendar days or less.

"Vacation rental unit" means a privately owned residential dwelling (not a hotel, motel or timeshare), including without limitation, a single-family detached or multiple-family attached unit, lodging or rooming house, dormitory, apartment house, condominium, cooperative apartment, duplex, mobile home or house trailer at a fixed location, or other similar structure or portion thereof, and shall further include any space, lot, area, or site in any trailer court, campsite, park, or lot where a trailer, recreational vehicle, mobile home, motor home or any other conveyance, or any portion of such dwellings, rented for occupancy for dwelling, lodging, or sleeping purposes for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. The term "vacation rental unit" shall not include any private dwelling house or other individually owned singlefamily dwelling house unit rented only occasionally (infrequently) and incidentally to the normal occupancy by the owner or his or her family; provided that the owner has filed adequate information with the tax administrator establishing and maintaining that such private dwelling house or other individually owned single-family dwelling house unit is exempt from the provisions of this chapter relating to transient occupancy tax by reason of such occasional, infrequent and incidental rental.

"Vacation rental unit permit" means a permit that allows the use of a privately owned residential dwelling as a vacation rental unit pursuant to the provisions of this section, and incorporates by consolidation the transient occupancy registration permit required by Section 3.24.015 of this chapter.

C. Authorized Agents or Representatives. An owner may authorize an agent or a representative to comply with the requirements of this section on behalf of the owner. However, the owner shall not be relieved from any personal responsibility for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the subject vacation rental unit, regardless of whether such noncompliance was committed by the owner's authorized agent or representative or the occupants of the owner's vacation rental unit or their guests.

D. Vacation Rental Unit Permit Required—Application and Fee.

1. The owner or the owner's authorized agent or representative is required to obtain a vacation rental unit permit from the city, pursuant to the provisions of this section, before renting any vacation rental unit to any transient for a period of thirty consecutive calendar days or less. Such vacation rental unit permit must be renewed annually to remain valid.

2. The owner or the owner's authorized agent or representative must submit the following information on a vacation rental unit permit application form provided by the city:

a. The name, address, and telephone number of the owner of the subject vacation rental unit;

b. The name, address, and telephone number of the owner's authorized agent or representative, if any;

c. The name, address, and twenty-four hour telephone number of the local contact person;

d. The address of the proposed vacation rental unit;

e. The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed vacation rental unit;

f. Such other information as the city manager or designee deems reasonably necessary to administer this chapter.

3. In addition to the requirements of subsection (D)(2), for units located in any area governed by a homeowners association or community association (association) and subject to covenants, conditions, and restrictions (CC&Rs), the owner or the owner's authorized agent or representative must additionally submit a letter from the association's governing board stating that either the CC&Rs do not regulate such vacation rentals, or that vacation rentals are not prohibited at the proposed unit by theCC&Rs.

3<u>4</u>. The vacation rental unit permit application shall be accompanied by an application fee of sixty dellars that will be used to process the application and enroll the vacation rental unit. In addition to the vacation rental unit permit application fee, the owner of the unit must obtain a valid business license in accordance with the provisions of Chapter 3.28 of the Cathedral City Municipal Code. Furthermore, any rental agency or service engaged in advertising or renting vacation rental units shall maintain a current business license in accordance with the provisions of Chapter 3.28 of the Cathedral City Municipal Code. Furthermore, any rental agency or service engaged in advertising or renting vacation rental units shall maintain a current business license in accordance with the provisions of Chapter 3.28 of the Cathedral City Municipal Code. <u>The vacation rental unit permit application shall be accompanied by a application and registration fee in an amount established by City Council resolution from time to time.</u>

4<u>5</u>. A vacation rental unit permit application may be denied if the applicant has had a prior vacation rental unit permit for the same unit revoked within the past twelve calendar months.

 $\underline{\mathbf{56}}$. Within fourteen days of a change of property ownership, change of owner's agent or representative, or any other change in material facts pertaining to the information contained in the vacation rental unit permit application, the owner or owner's authorized agent or representative shall submit an application and requisite application fee for a new vacation rental unit permit, which must be obtained prior to continuing to rent the subject unit as a vacation rental.

E. Standard Operational Requirements and Conditions.

1. The owner and/or owner's authorized agent or representative shall use reasonably prudent business practices to ensure the vacation rental unit is used in a

manner that complies with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject vacation rental unit, and shall further use reasonably prudent business practices to ensure the occupants and/or guests of the vacation rental unit do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject vacation rental unit.

2. Upon notification that the responsible person and/or any occupant and/or guest of the vacation rental unit has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject vacation unit, the owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall promptly respond in a timely and appropriate manner to immediately halt or prevent a recurrence of such conduct by the responsible person and/or any occupants and/or guests. Failure of the owner, the owner's authorized agent or representative and/or the owner's designated local contact person to respond to calls or complaints regarding the condition, operation, or conduct of occupants and/or guests of the vacation rental in a timely and appropriate manner shall be subject to all administrative, legal and equitable remedies available to the city. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall report to the city manager, or designee, the name, violation, date, and time of disturbance of each person involved in three or more disorderly conduct activities, disturbances or other violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject vacation unit.

Number of Bedrooms	Total of Overnight* Occupants	Total Daytime** Occupants (Including Number of Overnight Occupants)
0—Studio	2	8
1	2	8
2	4	8
3	6	12
4	8	16
5	10	18
6	12	18
7	14	18

3. The number of occupants allowed to occupy any given vacation rental unit shall be limited as follows:

* Overnight (10:01 p.m.—6:59 a.m.)

** Daytime (7:00 a.m.—10:00 p.m.)

4. While a vacation rental unit is rented, the owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall be available twenty-four hours per day, seven days per week for the purpose of responding within fortyfive minutes to complaints regarding the condition, operation, or conduct of occupants of the vacation rental unit or their guests. 5. In accordance with Section 11.96.030 of the Cathedral City Municipal Code, no radio receiver, musical instrument, phonograph, compact disk player, loudspeaker, karaoke machine, sound amplifier, or any machine, device or equipment that produces or reproduces any sound shall be used outside or be audible from the outside of any vacation rental unit between ten p.m. and eight a.m.

6. Prior to permitting occupancy of a vacation rental unit by a transient, the owner or the owner's authorized agent or representative shall: (a) obtain the name, address, and a copy of a valid government identification of the responsible person; (b) provide information about the vacation rental regulations; and (c) require such responsible person to execute a formal acknowledgement that he or she is legally responsible for compliance by all occupants of the vacation rental unit and their guests with all applicable laws, rules and regulations pertaining to the use and occupancy of the vacation rental unit. This information shall be maintained by the owner or the owner's authorized agent or representative for a period of three years and be made readily available upon request of any officer of the city responsible for the enforcement of any provision of the municipal code or any other applicable law, rule or regulation pertaining to the use and occupancy of the vacation rental unit.

7. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the city's authorized waste hauler on scheduled trash collection days. The owner, the owner's authorized agent or representative shall use reasonably prudent business practices to ensure compliance with all the provisions of Chapter 6.04 (Refuse Disposal).

8. The owner, the owner's authorized agent or representative and/or the owner's designated local contact person shall post a copy of the vacation rental unit permit and a copy of the applicable regulations in a conspicuous place within the vacation rental unit. Further, the owner and/or the owner's authorized agent or representative shall include the current vacation rental unit permit number on or in any advertisement appearing in any newspaper, magazine, brochure, television trade paper, Internet website, etc., that promotes the availability or existence of a vacation rental unit in a place or location deemed acceptable by the city manager or designee. In the instance of audio-only advertising of the same, the vacation rental unit permit number shall be read as part of the advertising.

9. Unless otherwise provided in this section, the owner of a vacation rental unit and/or the owner's authorized agent or representative shall be subject to and shall comply with all provisions of this chapter concerning transient occupancy taxes, including, but not limited to, submission of a monthly or alternative return in accordance with Section 3.24.045 of this chapter, which shall be filed monthly even if the vacation rental unit was not rented during each such month.

F. Additional or Modified Operational Requirements and Conditions.

1. The city manager, or designee, shall have the authority to impose additional conditions on the use of any given vacation rental unit to ensure that any potential secondary effects unique to the subject vacation rental unit are avoided or adequately mitigated.

2. The standard conditions set forth herein may be modified by the city manager, or designee, upon request of the owner or the owner's authorized agent or representative based on site-specific circumstances for the purpose of allowing reasonable accommodation of a vacation rental. All requests must be in writing and shall identify how the strict application of the standard conditions creates an unreasonable hardship to a property such that, if the requirement is not modified, reasonable use of the property for a vacation rental would not be allowed. Any hardships identified must relate to physical constraints to the subject site and shall not be self-induced or economic. Any modifications of the standard conditions shall not further exacerbate an already existing problem.

- G. Violations, Notices, Remedies and Penalties.
- 1. Imposition of Additional Conditions; Suspension and Revocation.

a. A violation of any provision of this section <u>chapter</u> by any of the occupants, responsible <u>parties</u> party, owner(s) or the owner's authorized agent(<u>s</u>) or representative(<u>s</u>) shall authorize the city manager, or designee, to impose additional conditions on the use of any given vacation rental unit to ensure that any potential additional violations are avoided.

b. A violation of any provision of this section <u>chapter</u> by any of the occupants, responsible <u>parties</u> party, owner(s) or the owner's authorized agent(s) or representative(s) shall constitute grounds for modification, suspension and/or revocation of the vacation rental unit permit and/or any affiliated licenses or permits pursuant to the provisions set forth in Chapter 13.150. The city may issue a notice of violation to any occupant, responsible party, owner(s) or the owner's authorized agent or representative, pursuant to Chapter 13.55, if there is any violation of this section committed, caused or maintained by the any of the above parties.

2. It shall be unlawful to commit a violation of any term or condition of a vacation rental unit permit, and such violation shall be subject to any enforcement action available under this code, at law or in equity, without limitation.

3. Any person issued an administrative citation under section 13.58 for a violation of this chapter or for violation of a term or condition of a vacation rental unit permit, for each separate violation, shall be subject to a fine in an amount to be established by resolution of the City Council.

 $2 \underline{A}$. Public Nuisance. It shall be a public nuisance for any person to commit, cause or maintain a violation of this section, which shall be subject to the provisions of Chapter 13.90.



File #: 2016-414

Item No: 4.D.

City Council

MEETING DATE: 10/12/2016

TITLE: Vacation Rental Enforcement Services

FROM:

Police Chief George Crum

RECOMMENDATION:

This item is presented for information, discussion and direction only. If Council chooses to provide stepped up enforcement on an interim basis while the task force completes its work staff recommends the City Council authorize a six month contract with US Security Associates to provide 25 hours per weekend of enforcement and documentation of violations.

BACKGROUND:

Currently, the Vacation Rental Program consists of a 24 hr. hotline where residents can report loud disturbances or violations of the municipal code. On September 14, 2016 Council held a study session on the topic of improving enforcement of existing codes related to Vacation Rentals and potential code amendments. Council asked staff to form a task force consisting of Mayor Henry, Councilmember Aguilar, key staff, at least two community residents and owners/managers of vacation rental properties. A call for interested residents to serve on the task force was made on the City website and through social media. Council also asked staff to develop additional alternatives, for consideration by the task force, to the original recommendation to use a private security firm to enforce the code and document violations. The additional alternatives to be reviewed by the task force will include hiring City personnel to perform the work.

DISCUSSION:

The original staff recommendation is outlined below and might still be of interest to Council as an interim measure so that enhanced enforcement can be a reality while the task force is considering more long term options.

ORIGINAL DISCUSSION: U.S. Security Associates ("USA" previously Desert Security Services) provides limited response capabilities to augment the Palm Springs Police Department. Their mission is primarily to respond to loud noise/music at vacation rentals within the city of Palm Springs, but their

duties have expanded to assisting police officers on major calls for service in non-hazardous areas.

Additionally, USA provides limited investigative services by identifying unlicensed vacation rentals and providing that information back to the city for enforcement. The City of Palm Springs is reviewing USA's current duties and may expand these to include other code enforcement issues such as parking enforcement in the downtown area.

Currently, USA works to provide narrow focus code compliance duties when code compliance officers are not working. However, they do this at a lower cost. USA currently works Thursday - Sunday and in the evening hours. USA officers are contacted through a Vacation Rental Hotline, and through PSPD dispatch. The officers respond to complaints of loud music or noise, attempt contact of occupants, photograph the address and decibel readings taken and video record all contacts. At the completion of the call for service, USA officers will complete a written report with photographs taken and provide this to the city/department. USA officers will issue loud noise citations and testify if necessary. To date, USA officers have not had to testify at any proceeding. Company officials attribute this to the quality and depth of the evidence collected and reports completed.

USA is contracted to the City of Palm Springs at \$28.00 per hour. The officer maintains presence within the city limits during their scheduled hours and can typically respond within 20 minutes. Company representatives are compiling basic call statistics, but report during peak times their officers have responded to as many as 20 or more calls per shift. This represents a significant time savings for sworn police officers.

According to USA, the City of Palm Springs is looking to eliminate the Vacation Rental Hotline and focus all calls to the police department. This will provide more resources to the program through fines, and eliminate issues with property managers failing to address issues with renters.

USA maintains \$3 million in liability insurance, and has an MOU with the city for additional issues. No issues were reported with the police department, or with the Police Officers Association.

A six month interim contract with US Security Associates to provide 25 hours per weekend of coverage would allow stepped up enforcement to occur while the task force is performing their work. The interim contract would cost \$18,200 and the costs could be recovered through an increase in the vacation rental permit fee to approximately \$250 per year. Council may act tonight to award the interim contract and a resolution increasing the fee to cover the increased costs could then come to Council for approval on October 26.

Future Steps:

If Council so directs, the fee schedule will be brought back to Council at a future meeting to recover the costs associated with the interim contract if that option is selected or to cover existing costs not being recovered at the present rate.

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The task force will be convened in the next week or so to begin the process of evaluating enforcement options, costs, fee implications and related considerations.

The task force will also spend time on items such as recommended code amendments, requirements to distribute rules to renters, sanctions to be placed on repeat offenders and other operational considerations. The intent is to schedule sufficient meeting dates to allow the task force to make their recommendations to Council in January or February of 2017.

An ordinance reconciling some issues that have been identified with the noise ordinance will be prepared for Council consideration at a future meeting as soon as possible.

FISCAL IMPACT:

Staff is recommending increasing the cost of a Short Term Vacation Rental Permit fee from the current \$60 per year to approximately \$250 per year. In addition, staff is recommending council authorize an interim contract with USA in an amount not to exceed \$18,200 for six months. There will be a sufficient increase in revenues collected to support this budget amendment by the increase in vacation rental permit fees.

ATTACHMENTS:

USA Information and Proposal

Proposal to Provide Vacation Rental Response

Submitted to:

Cathedral City Police Department

Date: August 22, 2016



Safe. Secure. Friendly.SM

STATEMENT OF CONFIDENTIALITY

The enclosed proposal is submitted for review to the addressed recipient and the recipient's designated review board in connection with a request for proposal for security services. Unless otherwise stated, enclosed information and attachments submitted are confidential and considered trade secret. This information is not to be shared or disseminated to parties other than the intended audience.





U.S. Security Associates, Inc. • www.ussecurityassociates.com • 760-835-8181 rbradford@ussecurityassociates.com



Executive Summary

U.S. Security Associates (USA) welcomes this opportunity to introduce Cathedral City Police Department to our organization and showcase our capabilities and experience.

U.S. Security Associates was founded in 1955 and today is one of the largest security companies in the industry. We have 48,000+ employees in 160+ offices, providing security officer services and risk mitigation solutions for 5,300+ clients.

Our office that has been serving the Coachella Valley is located in Palm Desert.

The differentiators that distinguish USA and the value we provide are the key points we want to emphasize here.

- Relevant Past Performance
 - City and County references
 - Local experience
- Single Source Security Provider
 - Unified guard force
 - Consulting and Investigation services
 - Additional services
- Personalized Service and Attention from Managers Invested in Your Success
 - Empowered site management and accessible executive support
 - Clear and concise communication
 - 24/7 emergency response
- Optimal Client Value
 - Officer quality
 - Technology investment
 - Performance measurement program

As outlined above, USA's value lies in a single source service model and consistent, responsive performance enterprise-wide – informed by specialized expertise and relevant experience, and driven by processes that ensure optimal client value and continuously improve operational efficiency.



Relevant Past Performance

Your scope of work as we understand it, is consistent with work USA is performing for clients in a wide range of industries and settings. In this section, we cite examples of our experience specific to the vacation rental enforcement as well as examples of work that parallels Cathedral City Police Department's scope in other respects.

Vertical Market and Local Experience

Over the years, we have provided turnkey management of physical site security services for many cities and nearby counties serving the government sector. We also serve many local clients, who can attest to security force performance and the responsiveness of our area management team, including:

- City of Palm Springs- vacation rental noise enforcement, patrol of parks- removing homeless people, organized special events, airport security, patrol downtown for graffiti and vandalism
- County of Riverside- opening and locking of parks, report graffiti and vandalism
- City of Coachella-locking parks, curfew enforcement, and reporting graffiti and vandalism
- City of La Quinta- organized special events
- City of Pasadena- public works, patrol of parks,
- HOA Communities- parking enforcement, speeding tickets and CC&R enforcements
- Chamber of Commerce- organized special events
- JFK Hospital- provides security for hospital and parking citations,

Single Source Security Provider

USA is a one-stop source for all of your security service needs, from physical site security to consulting and investigation services and beyond.

With thousands of officers in the field, our uniformed protection team may capture the spotlight through sheer manpower and visible presence, but behind-the-scenes are consultants and investigators who are counted among the industry's most respected authorities and trusted advisers. With USA as your security partner, you have a direct connection to experts retired from the upper echelons of law enforcement organizations such as the FBI, the Secret Service, the DEA, the U.S. Marshals, U.S. Customs, LAPD, and NYPD. They are complemented by high-ranking retired military veterans, former C-level security executives and graduates of the world's finest institutions of higher learning. We are prepared to provide you with access to specialists in risk assessments, intelligence, personal protection, specialized training and emergency response services domestically and around the world.



The depth and breadth of our in-house expertise means Cathedral City Police Department Homeowner's Association can rely on USA for integrated security solutions combining any of the following core competencies.

- Unified Guard Force
- Security Consulting
 - Risk Analysis & Security Program Planning & Development
 - Electronic Security System Assessment/Design/Project Management
 - Protection/Threat Management
- Background Screening
- Personal Protection
- Special Event Security
- Specialized Training and Production
- Disaster & Emergency Response

Personalized Service and Attention from Managers Invested in Your Success

USA has a strong local leadership team in the Coachella Valley area, including Area Vice President Erik Fields and Branch Manager Richard Bradford. Mr. Fields provides operational leadership and as former USA Director of Technology, brings extensive experience and expertise in utilizing our state-of-the-art field technological services. Mr. Bradford has more than 12 years' experience in security management with additional background experience in private investigations and corrections. Mr. Fields and Mr. Bradford will visit your sites frequently, observing dynamics, inspecting operations, and touching base with our on-site team and your representatives. These managers will be readily accessible to you at any time, but for your convenience, we are designating Branch Manager Richard Bradford to serve as the single point of contact for Cathedral City Police Department. We have found that our clients appreciate the ease of a single point of contact empowered to handle or delegate any matter brought to his attention.

During the transition process, we will agree on a communication protocol. For instance, Director of Security may be in daily contact both with your representative and with our account manager, whereas the account manager and your representative may elect to spend time together on the phone or face to face once a week. There will also be regularly scheduled opportunities (e.g., monthly) for Mr. Fields and Mr. Bradford to review progress and concerns with your representatives.

On a quarterly basis, we will conduct a formal comprehensive review of our performance across a full range of agreed-upon metrics. Your representatives and all key account personnel will participate in this business review, including the senior executive responsible for your account.



Western Region President John Muldoon is the regional executive with senior oversight of our team in the Coachella Valley. Mr. Muldoon has over 20 years of experience providing strategic guidance and focus within his assigned areas to achieve consistent results. Throughout our partnership with Cathedral City Police Department Association, he will actively keep tabs on your account, facilitating and supporting the operations team as needed. He will maintain an ongoing dialogue with your local team confirming that the necessary resources are in place, sharing best practices and helping to develop strategies and solutions to turn opportunities into successes.

24/7 Monitoring and Emergency Response

The USA National Command Center (NCC) is located at our corporate headquarters in Roswell, Georgia. The NCC provides round-the-clock monitoring and support and information relay, storage, and retrieval. The operators on duty have instant access to all USA supervisors and management personnel throughout the country.

The NCC was established a hotline for our priority clients. These clients are provided with a unique call-in number that rings on a special line. The operators understand that this is a client-direct line requiring immediate response.

The NCC's primary responsibility is to monitor open posts at client locations. An officer reporting for duty calls from a client site phone to enter his identification number and corresponding client number. Our system confirms the call is from the site and that the officer is authorized for that facility's post. A post alarm is triggered if a call is not made within 15 minutes of the scheduled time, or if the information entered is incorrect. A call is generated to the first line supervisor who follows up on the post alarm criteria.

Other NCC duties include responding to client and/or officer calls regarding incident reports, sending alerts to local offices, and resolving other security related concerns. The NCC operators are trained to notify the designated client representatives and deliver the specific information required. They communicate who, what, when and where for each incident. If the operators complete an incident report for the field, they must be able to assess the situation and correctly transmit that information to all parties associated with the account.



Optimal Client Value

Officer Quality

Our service delivery processes reflect decades of lessons learned and best practices refined in each of the following areas.

- Recruiting promising applicants
- Background screening and drug testing to identify mature, high integrity candidates
- Selecting individuals with the right skills and personalities for each assignment
- Delivering award winning training pre-assignment, on post and on a continuing basis
- Provisioning officers with the requisite uniforms, equipment and supplies
- Supervising effectively to keep officers diligently performing at peak levels
- Managing the team's overall performance based on key performance indicators
- Recognizing and rewarding employee contributions and accomplishments
- Compensating officers with comprehensive pay and benefits packages
- Developing our officers' careers and offering advancement opportunities

Technology Investment

As economic pressures force businesses to operate on reduced budgets, more effective utilization of people and technology can make a critical difference.

USA's investment in industry leading workforce management systems is a good example. Through more effective use of technology, we enable the managers supporting your account to spend less time on administrative details. Not only that, but the technology reinforces quality and integrity through integrated applications featuring internal checks and balances.

We also have strategic partnerships in place with providers of operation management systems, security assessment protocols, operations management tools, and performance monitoring systems. Through these partnerships, we keep abreast of technology solutions that could ultimately reduce your overall security spend.

- Cathedral City Police Department would have a personalized portal to view incident and history
- All incidents will have photos along with clear and complete descriptions for verification of infractions



Performance Management Focused on Continuous Improvement

We will measure our team's performance for Cathedral City Police Department through a performance management plan customized to confirm we are meeting our contractual obligations while also satisfying reporting requirements and progress objectives.

The backbone of the performance management plan we develop specific to Cathedral City Police Department will be a process whereby our performance across key areas is systematically audited and documented. At some sites, we rely on a simple scorecard process. At other sites, we have more sophisticated metrics systems or service level agreements in place.

At the outset of our partnership, we will work with you to fine-tune a performance management solution and documentation to best meet your unique needs, culture and goals.

Vacation rentals- noise enforcement

U.S. Security Associates will respond to calls from the Cathedral City Police Department regarding noise complaints. An officer will go out to the property and record a decibel reading on any noise reported. U.S. Security Associates will be using Cathedral City's Police Department guidelines on decibel reading issuing citations.

Purpose of this position is to assist the Cathedral City Police Department in non-emergency capacity to allow police officers to respond to higher level incidents.

U.S. Security Associates has been assisting City of Palm Springs in this capacity for 2 years.

Conclusion

With our demonstrated experience in the Government sector, we are confident USA has the qualifications and the full range of expertise and capabilities necessary to meet Cathedral City Police Department requirements now and as your needs evolve. We are motivated and committed to provide a level of service that will earn your continued loyalty and future advocacy as a satisfied client.



Pricing

Proposed Wage and Rate Structure

The pricing and coverage below reflect the most cost-effective approach to meeting your security requirements.

Position	Hours per Week	Wage Rate	Straight-Time Bill Rate	Premium-Time Bill Rate
Security Officer	25	\$	\$28.00	\$42.00

Holidays and Overtime

All USA employees who work on the following holidays, and any holidays designated by the client, are compensated at 1.5 times their regular hourly wage: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

We bill at premium rates (1.5 times the regular hourly rate) for client-requested overtime with less than 24 hours' notice. We also bill at the premium rate to employ additional officers with less than 24 hours' notice. We can provide additional officers at the straight time rate with enough notice to prepare schedules that do not require overtime.

Billing

Billing is scheduled on a monthly basis. Invoices include line-item entries for all costs, including our rates, employee wages, overtime and all other expenses incurred. Payments are due within 30 days of the billing date. USA offers the best value for your security dollar.

Small company relationships with big company resources

Technology-based quality controls for selection, training and management

ISO 9001:2008 system to sustain quality system-wide

Benefits and incentives to attract, motivate and retain superior officers

Comprehensive, global security and risk management solutions

Value

Our offer is loaded with incomparable value, including: relationship focus and performance accountability; operations transparency and compliance disclosure; quality-driven processes and technology-based quality controls; and preferred client access to the deep expertise and broad-spectrum capabilities of our boutique services group. We welcome the chance to prove that U.S. Security Associates is the best value for your security dollar.



Issue Type

Security Report



Issue #

Vacation Rental Noise Issue

Reported Detail			
Property	Created	07/24/2016 08:20 PM LLEONDSS	
	Assigned To	07/24/2016 08:20 PM LLEONDSS	
Vacation Rental Inspections 3200 Vacation Homes Street	Acknowledged	07/24/2016 08:20 PM LLEONDSS	
, CA	Arrived At	07/24/2016 08:20 PM LLEONDSS	
, 04	Closed	07/24/2016 08:24 PM LLEONDSS	
location	Issue Status		
Street			
Reported By/Address	Assigned By	LLEONDSS	
3200 Vacation Homes Street	Tracking Number	LLEBEGJEBGIFI	
	Passcode FABIB		
	Actual Problem Address	3200 Vacation Homes Street	
	Actual Problem Unit	Vacation Home Rental	

Notes

Sun 7/24/2016 8:24 PM - LLEONDSS

WENT TO PROPERTY AT 2210 MILBEN CIRCLE IN PALM SPRINGS AND CHECK PROPERTY WITH DECIBEL READER AND GOT A READING OF 57.5 NO OTHER INCIDENTS TO REPORT

Mon 8/22/2016 4:59 PM - RBRADFORD

Email To:kburnett@ussecurityassociates.com Email From:rbradford@ussecurityassociates.com Email Subject:Vacation Rental Inspections - (S) Vacation Rental Noise Issue Email Body: Attaching Issue with Email

Sun 7/24/2016 8:22 PM - LLEONDSS



Sun 7/24/2016 8:22 PM - LLEONDSS







File #: 2016-419

Item No: 6.A.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 10/12/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 3.1 acres near the Southwest Corner of East Palm Canyon Drive and Van Fleet Avenue; A.P.N. 687-199-001 through 002, 687-212-001 through 005, 009 through 011, 019, 022 through 024 and 026 through 027.

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: Price and Terms for potential purchase of real property.

FROM:

Curt Watts, Economic Development Director



File #: 2016-411

Item No: 6.B.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 10/12/2016

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: Price and Terms for potential purchase of real property.

FROM:

Tami Scott, Administrative Services Director



File #: 2016-418

Item No: 6.C.

Housing Successor Agency

MEETING DATE: 10/12/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: A.P.N. 687-196-001 through 006 and 687-198-001 through 006. Southeast corner of West Buddy Rogers and East Palm Canyon Drive.

Negotiating Parties: City of Cathedral City as Successor Housing Agency to the Former Redevelopment Agency and Saxony Living, LP

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

Under Negotiation: Price and Terms for Potential Sale of Real Property

FROM:

Curt Watts, Economic Development Director



File #: 2016-426

Item No: 6.D.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 10/12/2016

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: A.P.N. 687-510-049 and 687-510-050, parcels 6 and 7, Margot Murphy Way. **Negotiating Parties**: City Council as Successor Agency to the Former Redevelopment Agency and City Urban Revitalization Corp.

Property Owners: City Urban Revitalization **Under Negotiation**: Price and Terms for Potential Sale of Real Property

FROM:

Curt Watts, Economic Development Director