

CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS

68-700 AVENIDA LALO GUERRERO

CATHEDRAL CITY, CA 92234

Wednesday, June 13, 2018

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. 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.

3. CONSENT AGENDA

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

3.A. 2018-244 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 \$4,913,335 for the month of May 2018.

3.B. <u>2018-219</u> Expenditure Plan for the Supplemental Law Enforcement Services Account (SLESA) for FY 2018-2019

Recommendation:

Staff recommends the City Council approve the recommended Plan appropriating the Supplemental Enforcement Expenditure Law Services Account (SLESA) for the FY 2018-2019 allocation.

3.C. 2018-221 Acceptance of the Grant Award from the Department of Alcoholic Beverage Control FY 2018/2019, and the Police Department's Expenditure Plan for said Grant Funds

Recommendation:

Staff recommends the City Council's Acceptance of the Grant Award from the Department of Alcoholic Beverage Control FY 2018-2019, and the Police Department's Expenditure Plan for said Grant Funds.

3.D. <u>2018-220</u> Banking Services Agreement

Recommendation:

It is recommended that the City enter into a one-year banking services agreement with two (2) one-year extensions, exercisable at the discretion of the City upon sixty (60) days prior written notice to Wells Fargo before the expiration of the term or extended term.

3.E. <u>2018-231</u> Accept Donation of Property from the City Urban Revitalization Corporation

Recommendation:

Staff recommends the City Council adopt a Resolution accepting the donation of property located at 68701 Buddy Rogers (APN: 687-473-008) from the City Urban Revitalization Corporation "CURC" for public purposes.

3.F. 2018-227 Disposition of Certain Housing Parcel

Recommendation:

Staff recommends the City Council, acting as the Housing Successor Agency, consider the sale of one vacant housing parcel in the amount of \$22,000.

3.G. 2018-228 Second Reading by title only of Zone Ordinance Amendment No. 18-001 - Amendment to Section 9.60.120 (Permitted Enclosures) of the Municipal Code to allow alternative Fencing

Recommendation:

Staff recommends the City Council approve the associated exemption to the California Environmental Quality Act (CEQA) pursuant to section 15601(b)(3) of the CEQA Guidelines; and waive further reading, read by title only and approve for second reading an Ordinance adopting Change of Zone No. 18-001 amending Section 9.80.120 (Permitted Enclosures) of the Municipal Code to allow alternative fencing materials,

3.H. 2018-235 Health Assessment and Research for Communities (HARC) Grant

Recommendation:

To provide a grant in the amount of \$5,000 to support the upcoming community Health Assessment.

3.I. <u>2018-242</u> Disposition and Development Agreement with Urban Housing Communities

Recommendation:

It is recommended that the City Council acting in its capacity as the Housing Successor Agency authorize the execution of a Disposition and Development Agreement with Urban Housing Communities ("UHC") for development of a 60-Unit Veteran's Affordable Housing Project on Landau between Vega Road and Elizabeth Road consisting of approximating 9 acres (APN's: 678-060-001 through 005 and 678-060-049 through 053

3.J. 2018-247 Vacation of Drainage Easement over Lot "S" in the Dream Homes neighborhood, located south of Diamond Road between San Joaquin Drive and Dia Place

Recommendation:

Staff recommends that the City Council approve and adopt a Resolution summarily vacating a drainage easement over a portion of Lot "S" in Palm Springs Country Club Estates (Dream Homes); and, authorize the City Manager and City Clerk to execute a Quitclaim Deed on behalf of the City as successor to the Redevelopment Agency and the City of Cathedral City, for a portion of Lot "S" to the adjoining property owner, Valley Property Ventures, LLC.

3.K. 2018-238 Biennial on-call and/or as needed Service Contract Awards for Land Surveying and Mapping, Geotechnical and Material Testing, Traffic Engineering and Traffic Signal Maintenance and Emergency Services

Recommendation:

Staff is recommending that the City Council award biennial on-call and/or as needed service contracts to:

- 1. Fomotor Engineering, Palm Springs for Land Surveying and Mapping; and
- 2. Earth Systems Pacific, Bermuda Dunes CA for Geotechnical and Material Testing; and
- 3. Albert A. Webb Associates, Palm Desert, CA for Traffic Engineering; and
- 4. Siemens ITS, Riverside, CA for Traffic Signal Maintenance and Emergency On-Call Services, and authorize the City Engineer and Public Works Manager to negotiate the final routine maintenance rates for traffic signal maintenance; and
- 5. Authorize the City Manager to execute all the required contracts.

3.L. 2018-243 Assessment of Special Assessments Against Properties for Nuisance Abatement Costs

Recommendation:

Staff recommends the City Council adopt a resolution confirming assessments against various property owners for nuisance abatement costs and providing for collection.

4. PUBLIC HEARINGS

4.A. 2018-233 Approve the Community Development Block Grant FY 2018 Annual Action Pan for submittal to HUD

Recommendation: Approve the FY 2018-2019 Annual Action Plan (AAP) for submittal to HUD

and authorize the City Manager (or designee) to execute the new SF-424

application to receive entitlement funding.

4.B. 2018-234 Annual Renewal of the Lighting & Landscaping District Budget

Recommendation:

Staff recommends the City Council hold a public hearing and adopt resolutions approving the final engineer's report and ordering the levy and collection of annual assessments for the sixteen (16) existing benefit zones for the annual renewal of the Lighting and Landscaping District Budget for FY 2018-19.

5. LEGISLATIVE ACTIONS

5.A. 2018-248 Commissions and Committees Appointments

Recommendation: Staff recommends the City Council make appointments to the fill the vacant

seats on the various Commissions and Committees based on staff's

recommendation and interviews conducted on June 13, 2018.

5.B. 2018-237 Chamber of Commerce Service Provider Agreement for FY18/19

Recommendation: Staff recommends the City Council approve the Chamber of Commerce

Service Provider Agreement for FY18/19, authorize the City Manager to sign the Agreement and approve payment of \$60,000 for the agreed-upon

services in accordance with the adopted FY18/19 budget.

5.C. 2018-177 Updated Review of Replacement of Fire Station 411 at 36-913 Date

Palm Dr.

Recommendation: Staff recommends the City Council receive an update on the replacement

of Fire Station 411 located at 36-913 Date Palm Dr.

5.D. 2018-148 New Fire Station 411 Funding & CEQA Exemption

Recommendation:

Staff recommends the City Council authorize the City Manager to execute all documents necessary to provide a secured loan from the City of Cathedral City to City Urban Revitalization Corporation in the principal amount of \$2.5 million to fully fund development of replacement Fire Station 411.

Staff recommends that the City Council APPROVE an exemption to the California Environmental Quality Act (CEQA) pursuant to Section No. 15303, Class No. 3 (New Construction or Conversion of Small Structures). The Fire Station is approximately 9,080 square feet in floor area, is in an area that is not environmentally sensitive, is served by public utilities, and

the Fire Station will not involve the use of significant amounts of hazardous material.

5.E. 2018-222 Contract Award to Urban Habitat Environmental Landscapes to construct the East Palm Canyon Median Hardscape Improvements

Recommendation:

Staff is recommending that the City Council:

- 1. Approve the award of a contract to Urban Habitat Environmental Landscapes in the amount of \$142,556 to construct the East Palm Canyon Median Hardscape (Project); and
- 2. Approve an approximate 10% contingency on the contract in the amount of Fourteen Thousand Four Hundred Forty-Four Dollars (\$14,444.00) for unforeseen construction contingencies; and
- 3. Approve \$8,000 for inspection and testing, thereby, making the total encumbrance One Hundred Sixty-Five Thousand Dollars (\$165,000) for the Project; and
- 4. Authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the Project; and
- 5. Authorize the City Manager to execute the contract.

5.F. 2018-232 Contract award to All American Asphalt in the amount of \$2,023,923 for construction of the Dinah Shore/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation

Recommendation:

City Staff is recommending that the City Council:

- 1. Award a contract to All American Asphalt in the amount of \$2,023,923 for the Dinah Shore/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation; and
- 2. Approve an approximate 10% contingency of \$200,000; and
- 3. Approve City construction inspection at a cost of \$25,000 and materials testing services at a cost of \$15,000; thereby, making a total Project encumbrance of \$2,263,923; and
- 4. Authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the Project; and
- 5. Authorize the City Manager to execute the contract with All American Asphalt.

5.G. 2018-253 Authorization to Replace the Front Counter Workstations at City Hall

Recommendation:

Staff recommends the City Council authorize the replacement of the entire front counter information and building license workstations to make the work environment more ergonomically functional in an amount not to exceed \$26,500.

5.H. <u>2018-224</u> Network Infrastructure Upgrade

Recommendation: Staff recommends that the City Council approve the upgrade of the

Network Infrastructure in City and Public Safety Buildings.

5.I. 2018-246 Public Arts Funding Guidelines for Art Education Programs

Recommendation: Staff recommends the City Council approve the proposed funding

guidelines for the Public Arts Educational fund.

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>2018-197</u> Conference with Real Property Negotiator Pursuant to Government

Code Section 54956.8.

Property Location: Approximately 13.5 acres south of East Palm

Canyon Drive at Date Palm Drive

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

Corporation

Property Owner: City Urban Revitalization Corporation

Under Negotiations: Price and Terms for potential sale of real property

6.B. 2018-249 Conference with Real Property Negotiator pursuant to Government

Code Section 54956.8

Property Location: Approximately 120 acres in the vicinity of Landau

Boulevard and Vista Chino

Property Owners: City of Cathedral City and Verano Recovery, LLC Negotiating Parties: City of Cathedral City and Verano Recovery, LLC

ADJOURN

The next Regular City Council Meeting will be held on Wednesday, July 11, 2018 at 6:30 p.m.

NOTES TO THE PUBLIC

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



Cathedral City

Agenda Report

File #: 2018-244 Item No: 3.A.

City Council

MEETING DATE: 6/13/2018

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 \$4,913,335 for the month of May 2018.

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

Tami E. Scott. Administrative Services Director

DEMAND LISTINGS FOR THE MONTH OF MAY 2018 CITY OF CATHEDRAL CITY

	PAYROLL		
DATE DESCRIPTION			TOTAL
5/1/2018	Checks and Direct Deposit	\$	
	Taxes, PERS, ICMA, Nationwide, Pentegra	\$	290,613.42
5/15/2018	Checks and Direct Deposit	\$	579,181.14
	Taxes, PERS, ICMA, Nationwide, Pentegra	\$	589,461.20
5/29/2018	Checks and Direct Deposit	\$	582,878.11
	Taxes, PERS, ICMA, Nationwide, Pentegra	\$	249,314.80
TOTAL PAYROLL		\$	2,291,448.67
.4		100000000000000000000000000000000000000	

	ACCOUNTS PAYABLE	
DATE	CHECK NO.	 TOTAL
5/9/2018	143064-143224	\$ 327,240.86
5/24/2018	143225-143429	\$ 1,590,911.87
Various days	Wire Transfers	\$ 675,490.61
Various days	Bank Cards & Fees	\$ 28,242.50
TOTAL ACCOUNTS PAYABLE		\$ 2,621,885.84

COMBINED TOTAL FOR MONTH:	\$4,913,334.51
COMPUTED TO IT (Z) OIT MOTITIE	ΨT,313,334.3

TOTAL ACCOUNTS PAYABLE DEMAND REGISTER REPORT (ATTACHED)	\$3,723,032.76
TOTAL PAYROLL CHECKS AND DIRECT DEPOSITS	\$1,162,059.25
TOTAL BANK CARDS AND FEES	\$28,242.50
COMBINED TOTAL FOR MONTH:	\$4,913,334.51

Fund 000

Sub Fund 000

Period from 11 to 11

Check * date from 05/01/2018 to 05/31/2018

AP Dist.Code ** ALL **

Print Prepaid Check * Y

Summary Printed Υ

Summary Sequenced by Fund

Supplier	Inv./Chq. Date MM/DD/YY Fn	ic. Description	Inv./Chq. Fi Number	nc./Inv. Amount	Inv. Paid Chec Amount	
ABSOLUTE DE	TAIL [*]					
	05/07/18	VEHICLE MAINT-WASH CODE TRUCKS	2018-	216	75.00	75.00
	04/23/18	VEHICLE MAINT-WASH CODE TRUCKS	2018-	321	75.00	75.00
	05/09/18	Check * Issued	143103			150.00
ACE UNIFORM	S & ACCESSORIE	S INC				
	04/24/18	SELF DEFENSE SPRAY CANISTERS	977	48	6.97	
			1,(013.67		
		Total	97748 1	,020.64	1,020.64	
	05/23/18	Check * Issued	143298	,	1,1	1,020.64
AFSCME, AFL-0	210					
AI OOME, AI E-	05/01/18	Payroll Deduction	050118	5.00	5.00	
	05/09/18	Check * Issued	143104	0.00	0.00	5.00
	05/15/18	Payroll Deduction	051518	5.00	5.00	
	05/23/18	Check * Issued	143299			5.00
AFSCME.AFL-C	IO COUNCIL #36					
	05/01/18	Payroll Deduction	050118	761.20	761.20	
	05/09/18	Check * Issued	143105			761.20
	05/15/18	Payroll Deduction	051518	777.60	777.60	
	05/23/18	Check * Issued	143300	111.00	777.00	777.60
						771.00
ALBERT WEBB	ASSOCIATES					
,,	03/31/18	HSIP 6514 TRAF SIGNAL IMPROVMT	18142	2 456	.06 456.	06
	05/09/18	Check * Issued	143106			456.06
ALLIED REFRIG	ERATION, INC.					
	04/30/18	SUPPLIES-FIRE STATION 412	600509	28.66	28.66	
	05/23/18	Check * Issued	143301	- 700		28.66
ALLSTAR FIRE	EQUIPMENT, INC.					
	04/26/18	PANTS	206755	404.55	404.55	
					, <u> </u>	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc	./Inv. Inv. Amount	Paid Check * Amount Amount
	05/09/18	Check * Issued	143108		404.55
	04/30/18	WILDLAND PACK	206889	440.13	440.13
	05/02/18	ANCHOR FIRE SHELTER	206970	479.23	479.23
	05/04/18	BOOTS	207017	325.20	325.20
	05/08/18	HELMET, FACE PROTECTOR	207041	334.99	334.99
	05/23/18	Check * Issued	143302		1,579.55
ALTUM GROU	JP. THE				
	04/19/18	MAR18 EDOM HILL PROJ SVCS	4196	1,200.00	1,200.00
	05/10/18	APR18 EDOM HILL PROJ SVCS	4271	2,095.00	2,095.00
	05/23/18	Check * issued	143412	2,000.00	3,295.00
ALVARADO, A	VNDBE				
ALVAINADO, A	03/19/18	256315 DEPOSIT REFUND	256315	100.00	100.00
	05/09/18	Check * Issued	143111	100.00	100.00
AMERICAN FI	DELITY ASSURA				
	05/01/18	Flex Spending MCP 48558	050118	3,111.59	3,111.59
	05/09/18	Check * Issued	143109		3,111.59
	05/15/18	Flex Spending MCP 48558	051518	3,111.59	3,111.59
	05/23/18	Check * Issued	143303		3,111.59
AMERICAN FI	DELITY-PREPOS	ΓΤΔΥ			
AMERICARTI	05/01/18	PreTax MCP48558 B747388	050118A	401.98	404.00
	05/01/18	PostTax MCP48558 B747388	050118B	883.80	401.98 883.80
	05/09/18	Check * Issued	143110	003.00	1,285.78
	05/15/18	PreTax MCP48558 B747388	051518A	401.98	401.98
	05/15/18	PostTax MCP48558 B747388	051518B	883.80	883.80
	05/23/18	Check * Issued	143304		1,285.78
AMERICANIES	DENOIS AURES				
AMERICAN FO	DRENSIC NURSES		70705	4.000.55	4 000 00
	05/01/18	STAND BY FEE 06/18	70705	1,000.00	1,000.00
	04/15/18 04/15/18	PROFESSIONAL SVCS-BLOOD DRAWS	707		
	04/15/18	PROFESSIONAL SVCS-BLOOD DRAWS Check * Issued	707	57 43.0	
	V3/23/10	Check issued	143305		1,430.00

	lnv./Chq. Date		Inv./Chq. Fnc.	/Inv. Inv. P	aid Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
AMERICAN PLA	NNING ASSOCIA	2018 MEMBERSHIP RENEWAL	240054 400540	100.00	
	05/16/18		348654-180516	133.00	133.00
	05/23/18	Check * Issued	143306		133.00
AMERICAN TRA	AFFIC SOLUTION	IS			
	03/31/18	MAR18 RED LIGHT CAMERA	INV00026400	10,500.00	10,500.00
	05/23/18	Check * Issued	143307		10,500.00
ANICO DANIEL					
ANES, DANIEL	05/15/18	6/11-12POSTSUBPERISHABLESKILLS	004440	00.00	
	05/13/16	Check * Issued	061118 143250	28.00	28.00
	03/23/10	Offeck Issueu	143230		28.00
	05/15/18	6/13-14POSTUITPERISHABLESKILLS	061318	28.00	28.00
	05/23/18	Check * Issued	143251	20.00	28.00
AQUACHEM EN					
	05/01/18	MAY18 WATER TREATMENT	191524	517.88	517.88
	05/09/18	Check * Issued	143112		517.88
AT&T					
	04/19/18	04/19-05/18 INTERNET	602280783	376.51	376.51
	05/09/18	Check * Issued	143113		376.51
AT&T					
	05/01/18	03/20-04/11 INTERNET	11274137	291.69	291.69
	05/09/18	Check * Issued	143065		291.69
AYALA, RUDY					
	05/16/18	REIMB CONTRACTORS BOND	2406-7	351.00	351.00
	05/23/18	Check * Issued	143392		351.00
B.1.11.2.5					
BANK OF NY ME			00		
	05/22/18	CFD 2000-1 BOND INT PMT	9002990	275,540.52	275,540.52
	05/31/18	Check * Issued	9002972		275,540.52

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc./Ir Number	nv. Inv. Paid Amount	d Check * Amount Amount
BARBARA SINA	TRA CHILDREN'S 05/01/18 05/23/18	S CEN APR18 PROF SVCS-MEDICAL EXAM Check * Issued	1804C-4008 143309	462.00	462.00 462.00
BARNARD, CO	REY				
	05/02/18 05/09/18	5/31-6/1 POSTSUB PRECORDS ACT Check * Issued	053118 143074	28.00	28.00 28.00
	05/16/18 05/23/18	FY17/18 WELLNESS REIMBURSEMENT Check * Issued	051618 143247	400.00	400.00 400.00
BECK OIL, INC.					
	04/20/18 04/27/18	CARB #2 DIESEL, CLEAR GASOLINE & DIESEL FUEL	322238 322960 286.3 373.4		699.67
		Total	322960 2,009	.52 2,009.	52
	04/27/18	CARB #2 DEISEL, CLEAR	322961	826.49	826.49
	05/09/18	Check * Issued	143115		3,535.68
	05/04/18	CARB #2 DIESEL, CLEAR	323603	738.89	738.89
	05/08/18	DRUM OF DIESEL FUEL	323821	165.69	165.69
	05/08/18	GASOLINE, 87 OCTANE W/ETHANOL	323870	14,902.50	14,902.50
	05/11/18	GASOLINE, 87 OCTANE W/ETHANOL	324164 289.7 309.8	1,034.59 75	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		Total	324164 1,633	.90 1,633.	an
	05/11/18	CARB #2 DIESEL, CLEAR	324166	960.05	960.05
	05/23/18	Check * Issued	143310	000.00	18,401.03
BENEFIT ADMIN	IISTRATIVE SERV	/ICE			
	04/18/18	APR18 FMLA TRACKING	10-163963	230.00	230.00
	05/09/18	Check * Issued	143114		230.00
BIG O TIRES					
	05/07/18	VEHICLE TIRES-M8	005609-82198	202.77	202.77

	Inv./Chq. Date		Inv./Chq. Fnc./	nv. Inv. Pai	id Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	05/07/18	VEHICLE TIRES-M3	005609-82206	1,562.63	1,562.63
	05/10/18	VEHICLE TIRES-M15	005609-82244	1,145.00	1,145.00
	05/23/18	Check * Issued	143311	1,110.00	2,910.40
					2,510.40
BIO-TOX LAB	ORATORIES				
	04/13/18	PROF SVCS-DRUG SCREEN ANALYSIS	35573	2,126.00	2,126.00
	04/13/18	PROF SVCS-DRUG SCREEN ANALYSIS	35574		2,701.00
	04/13/18	PROF SVCS-DRUG SCREEN ANALYSIS	35755		313.00
	05/11/18	PROF SVCS-DRUG SCREEN ANALYSIS	35785		139.00
	05/11/18	PROF SVCS-DRUG SCREEN ANALYSIS	35786		517.00
	05/23/18	Check * Issued	143312	3.1.100	5,796.00
		2.1001	1.0072		5,730.00
BLACHLEY, J	EFF				
	05/17/18	6/14 POSTSUB SEARCH WARRANT -	061418	45.00	45.00
	05/23/18	Check * Issued	143263		45.00
	05/17/18	6/6 TRAVADV GANGSEARCHWARRANTS	0606	18 14.00	14.00
	05/23/18	Check * Issued	143264		14.00
BROCK PROF	ESSIONAL SERV	VICES			
	04/30/18	04/17-04/30 AB939 DIVERSION RP	BPS186	2,560.00	2,560.00
	05/09/18	Check * Issued	143116		2,560.00
	05/14/18	05/01-05/14 AB939 DIVERSION RP	BPS187	2,600.00	2,600.00
	05/23/18	Check * Issued	143313		2,600.00
BURKE, WILLI	IAMS & SORENSI	EN LLP			
	05/11/18	LEGAL SVC APR18	226455	972.00	
			11,103.	20	
			74.	77	
			473.	54	
			373.	85	
			2,243.	07	
			3,264.	91	
			124.	62	
			5,831.		
			623.		
			3,688.		
			2,529.		

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Cheo Amoun	
				2,529.68- 2,529.68 763.96 249.23		
		Total	226455	32,316.49	32,316.49	
	05/11/18	LEGAL SVC APR18	226456	2,092.00	2,092.00	
	05/11/18	LEGAL SVC APR18	226457	1,314.00 1,302.00		
		Total	226457	2,616.00	2.616.00	
	05/11/18	LEGAL SVC APR18	226458		2,616.00	
	05/11/18	LEGAL SVC APR18	226459	1,543.50	1,050.00 1,543.50	
	05/11/18	LEGAL SVC APR18	226460	200.00	1,543.50	
	00/11/10	EEG/E GVO AI TUO	220400	650.00		
		Total	226460	850.00	850.00	
	05/11/18	LEGAL SVC APR18	226469	2,768.50	2,768.50	
	05/11/18	LEGAL SVC APR18	226470	14.00	14.00	
	05/11/18	LEGAL SVC APR18	226471	460.00	460.00	
	05/11/18	LEGAL SVC APR18	226472	2,549.05	2,549.05	
	05/11/18	LEGAL SVC APR18	226473	207.00	207.00	
	05/11/18	LEGAL SVC APR18	226474	345.00	345.00	
	05/11/18	LEGAL SVC APR18	226475	2,436.00	2,436.00	
	04/12/18	LEGAL SVC APR18	226476	69.00	69.00	
	05/11/18	LEGAL SVC APR18	226477	882.00	882.00	
	05/11/18	LEGAL SVC APR18	226478	1,450.00	1,450.00	
	05/23/18	Check * Issued	143314	,		51,648.54
BURRTEC WAS	STE & RECYCLING	9				
	05/18/18	APP SS2	2018 SS2	999,687.63	999,687.63	
	05/23/18	Check * Issued	143229		8	99,687.63
	04/30/18	AP18 SAND REMOVAL&CMTY CLEANUP	MISC043018 267.04		228.64	
		Total	MISC043018	495.68	495.68	
	05/23/18	Check * Issued	143315	700.00	490.00	495.68
	00,20,10	OTHER ISSUED	173313			480.00
C & M BUILDIN	G MATERIALS					
2 W W DOILDIN	04/23/18	SUPPLIES-FM	648364	52.71	52.71	
	V 1120110	OS. I ELEV I III	070004	02.71	JZ./ I	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Chec	k * Amount
	04/24/18 05/09/18	SUPPLIES-PW Check * Issued	648559 143117	151.16	151.16	203.87
C.C.F.M.A.	05/01/18	Payroll Deduction	050118	225.00	225.00	
	05/09/18	Check * Issued	143067	223.00	225.00	225.00
	05/15/18 05/23/18	Payroll Deduction Check * Issued	051518 143230	225.00	225.00	225.00
C.C.P.F.A.	05/01/18	HR-PP09 05/01/18 CCPFA	9002976	3,326.00 12.50-		
	05/31/18	Total Check * Issued	9002976 9002973	3,313.50	3,313.50	3,313.50
	05/15/18	HR-PP10 05/15/18 CCPFA	9002985	3,226.00 12.50-		
	05/31/18	Total Check * Issued	9002985 9002974	3,213.50	3,213.50	3,213.50
	05/29/18	HR-PP11 05/29/18 CCPFA	9002996	3,226.00 12.50-		
	05/31/18	Total Check * Issued	9002996 9002975	3,213.50	3,213.50	3,213.50
C.C.P.M.A.						
	05/01/18 05/09/18	Payroll Deduction Check * Issued	050118 143068	1,175.03	1,175.03	1,175.03
	05/15/18 05/23/18	Payroll Deduction Check * Issued	051518 143231	1,175.03	1,175.03	1,175.03
C.C.P.O.A.						
	05/01/18 05/09/18	Payroll Deduction Check * Issued	050118 143069	4,424.02	4,424.02	4,424.02

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Pa Amount	aid Check * Amount Amount
	05/15/18 05/23/18	Payroll Deduction Check * Issued	051518 4,3 143232	47.29 4,3	4,347.29 4,347.29
CACEO	11/28/17 05/23/18	2018 MEMBERSHIP DUES Check * Issued	300007589 143316	95.00	95.00 95.00
CALIFORNIA P	EACE OFFICERS	ASSN			
	05/02/18 05/09/18	5/31-6/1 POSTUIT PRECORDS ACT Check * Issued	053118 143075	250.00	250.00 250.00
CALPERS					
	05/01/18	REPLACEMENT BENEFIT FUND 2018	9002978	4,086.36	4,086.36
	05/31/18	Check * Issued	9002976		4,086.36
	05/07/18	MAY18 HEALTH PREMIUM	9002980	361,914.43	361,914.43
	05/31/18	Check * Issued	9002977	201,011110	361,914.43
	05/01/18 05/31/18	HR-PP09 05/01/18 PERS RETIREME Check * Issued	9002987 9002978	163,603.00	163,603.00 163,603.00
					,
	05/15/18 05/31/18	HR-PP10 05/15/18 PERS RETIREME Check * Issued	9002989 9002979	152,577.14	152,577.14 152,577.14
					,
CAMPBELL, SA	NDRA				
	04/20/18	02/20-04/10 PLAN CHECK SVCS	6	1,836.25	1,836.25
	05/09/18	Check * Issued	143200		1,836.25
CANDELAS, LC	RAN				
,	05/02/18	4/23-24 DISPATCH ACADEMY HOTEL	042318-B	119.50	119.50
	05/09/18	Check * Issued	143084		119.50
	05/03/18	FY17/18 TUITION REIMBURSEMENT	050318	1,091.20	1,091.20
	05/09/18	Check * Issued	143085	,	1,091.20
CARQUEST OF		ELEET CUIDDUEC	45497 67050	47.00	47.00
	04/25/18	FLEET SUPPLIES	15137-67656	17.30	17.30

Inv./Chq. Date	Francisco Bassalat			Paid Check *
Supplier MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
04/27/18	FLEET SUPPLIES	15137-67861	27.18	27.18
05/09/18	Check * Issued	143118		44.48
05/02/18	FLEET SUPPLIES-PW	15137-68333	21.73	21.73
05/08/18	FLEET SUPPLIES	15137-68957	3.80	3.80
05/10/18	FLEET SUPPLIES	15137-69208	13.05	13.05
05/23/18	Check * Issued	143317		38.58
CASC ENGINEERING & CONS	ULTING			
03/31/18	SUPPORT SVCS NPDES INSPECTIONS	38	8983 5,093.0	00 5,093.00
05/09/18	Check * Issued	143119	-,	5,093.00
CASTANEDA, YURID J.				
05/03/18	FY17/18 WELLNESS REIMBURSEMENT		0318 60.0	00 60.00
05/09/18	Check * Issued	143102		60.00
CASTRO, RUDOLFO				
03/14/18	3/20-22 POSTSUB PERISHABLESKIL	03201	8 42.00	42.00
05/09/18	Check * Issued	143195		42.00
CATHEDRAL CANYON FLOOR	ING			
01/18/18	FLOORING-CIV CTR	2684	300.00	300.00
05/09/18	Check * Issued	143120		300.00
CATHEDRAL CITY POLICE EX	PLORER			
05/01/18	Payroll Deduction	050118	168.00	168.00
05/09/18	Check * Issued	143070		168.00
05/15/18	Payroll Deduction	051518	168.00	400.00
05/23/18	Check * Issued	143234	100.00	168.00
03/23/10	Officer Issued	143234		168.00
CATHEDRAL CITY POLICE RES	SERVE			
05/01/18	APR18 MONTHLY STIPEND	050118	320.00	320.00
05/23/18	Check * Issued	143318		320.00

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./i	nv. Inv. Pa	aid Check * Amount Amount
	04/11/18 05/23/18	CONGREGATE MEALS PROGRAM Check * Issued	041115 143413	8 5,669.00	5,669.00 5,669.00
CDW GOVERN	IMENT, INC.				
	04/04/18	ERGONOMIC SUPPLIES	MHF8352	246.54	246.54
	04/26/18	PRINTER-FIN	MNC2595	304.90	304.90
	04/26/18	COMPUTER SUPPLIES-	MNC3294 58.	58.67 67	
		Total	MNC3294 1	17.34	117.34
	04/30/18	SUPPLIES-MIS	MNS6017	161.37	161.37
	05/09/18	Check * Issued	143121		830.15
	04/18/18	SUPPLIES	MLD1472	131.00	131.00
	05/23/18	Check * Issued	143319		131.00
CENTRAL COM	MUNICATIONS				
	05/01/18	MAY18 S/T VAC RENTAL HOTLINE	180503304101	271.90	271.90
	05/09/18	Check * Issued	143122		271.90
CHAN, HENRY					
	04/24/18	HC-4/24-27 TRAV ADV CMTA CONFR	042418	1,026.88	1,026.88
	05/09/18	Check * Issued	143079		1,026.88
	04/28/18	3/29-4/28 REIMB PHONE	2017-04	57.64	57.64
	05/23/18	Check * Issued	143262		57.64
CHAUNCEY, S	TEVEN				
	05/02/18	5/15-17 MATERIALS FEE-RADAR OP	051518	25.00	25.00
	05/09/18	Check * Issued	143100		25.00
CNS ENGINEE	RS INC				
	12/19/17	7/1-11/24/17 CCWW 8919 ROW SVC	8001-B46	2,366.90	2,366.90
	05/09/18	Check * Issued	143124		2,366.90
COACHELLA V	ALLEY CONSER\	/ATION			
	04/30/18	APR18 MSHCP FEES	2018-04 APR	4,343.19	4,343.19

	Inv./Chq. Date		Inv./Chq. Fnc./I	nv. Inv. Pa	aid Check *
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amount
	04/30/18	APR18: LESS 1% ADMIN FEE	2018-04 APR-B	43.43-	43.43-
	05/09/18	Check * Issued	143125		4,299.76
COACHELLA	VALLEY WATER I	DIST.			
	03/22/18	03/13-04/13 WATER	1079-1804	216.55	216.55
	05/09/18	Check * Issued	143073		216.55
	05/14/18	04/05-05/10 RAMON RD MEDIAN	RR1-1805	51.58	51.58
	05/23/18	Check * Issued	143236	31.00	51.58
	05/14/18	04/05-05/10 RAMON RD MEDIAN	RR2-1805	100.42	100.42
	05/23/18	Check * Issued	143237		100.42
	05/14/18	04/05-05/10 RAMON RD MEDIAN	RR3-1805	74.02	74.02
	05/23/18	Check * Issued	143238		74.02
	05/14/18	04/05-05/10 LLD WATER	LLD-1805-A	206.32	206.32
	05/23/18	Check * Issued	143239		206.32
	05/16/18	04/09-05/14 LLD17RSTRMS&TURTLE	28905B1805	66.44	66.44
	05/23/18	Check * Issued	143240		66.44
	05/14/18	04/05-05/10 30TH AVE SOCCER PK	SPK2-1805	47.28	47.28
	05/23/18	Check * Issued	143241	47.20	47.28
	05/16/18	04/06-05/12 LLD 16A CENTURY PA	10166A-1805	2,466.65	2,466.65
	05/23/18	Check * Issued	143242		2,466.65
	05/16/18	04/06-05/09 LLD 16B CENTURY PE	10166B-1805	66.99	66.99
	05/23/18	Check * Issued	143243		66.99
	05/17/18	04/10-05/14 OCOTILLO PARK	33300-L-1805	1 205 72	4.005.70
	05/23/18	Check * Issued	143244	1,265.72	1,265.72 1,265.72
		0.000.1	. 10211		1,200.72
	05/17/18	04/10-05/14 OCOTILLO-SNACKBAR	33300-RR-1805	45.04	45.04
	05/23/18	Check * Issued	143245		45.04
	05/17/18	04/10-05/14 OCOTILLO-DRKG FTN	33300-DF-1805	16.96	16.06
	05/17/18	Check * Issued	143246	10.90	16.96 16.96
	-				10.00

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paid Amount	Check * Amount Amount
	04/17/18 05/09/18	APR18 JANITORIAL SVCS-PD Check * Issued	10801 143126	2,975.00	2,975.00 2,975.00
CONSOLIDATE	D ELECT DISTR	INC			
	05/02/18	SUPPLIES-DINAH SHORE BRIDGE	5725-498448	584.91	584.91
	05/23/18	Check * Issued	143320		584.91
CORELOGIC SC	DLUTIONS, LLC				
	03/30/18	APR18 PROP OWNER INFO SOFTWARE	81889654	360.00	360.00
	04/30/18	APR18 APN DATA SVC	81890030	150.00	150.00
	05/09/18	Check * Issued	143127		510.00
COSTAR REALT	ΓΥ INFORMATIOI	N, INC			
	05/04/18	MAY18 PROPERTY PROFESSIONAL	106481096-1	349.46	349.46
	05/09/18	Check * Issued	143128		349.46
COUNSELING T	EAM INTL				
	04/18/18	EMPLOYEE SUPPORT SERVICES-FD	53517	240.00	240.00
	05/09/18	Check * Issued	143129		240.00
	04/18/18	MAR18 EMPLOYEE SUPPORT	53518	720.00	720.00
	04/30/18	APR18 CRISIS INTERVENTION	53623	1,387.50	1,387.50
	05/01/18	EMPLOYEE SUPPORT SERVICES-FD	53654	120.00	120.00
	05/01/18	APR18 EMPLOYEE SUPPORT	53655	900.00	900.00
	05/23/18	Check * Issued	143321		3,127.50
COUNTRY INN 8	& SUITES				
	05/17/18	6/14 POST-HOTEL SEARCH WARRANT	061418	422.61	422.61
	05/23/18	Check * Issued	143248		422.61
COUNTY OF RIV	/ERSIDE				
	05/08/18	APR18 ANIMAL CONTROL SVCS	AN000001302	26,063.34	
			2,892.00		
		Total	AN0000001302 23,17	—— '1.34 23,17	1.34
	04/18/18	MAR18 JAIL ACCESS FEE	SH0000032802	7,204.12	7,204.12
	05/09/18	APR18 JAIL ACCESS FEE	SH0000032864	9,262.44	9,262.44

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc./Inv Number	. Inv. Paid Amount	d Check * Amount Amount
	05/23/18	Check * Issued	143322		39,637.90
CPS HUMAN R	ESOURCES SER	VICES			
	05/04/18	FIRE FIGHTER EXAM 05/07/18	SOP46480	423.50	423.50
	03/30/18	ADMIN ANALYST EXAMS RETURNED	TRRTN36762	35.00	- 35.00-
	03/30/18	FIRE FIGHTER EXAMS RETURNED	TRRTN36763	35.00-	35.00-
	05/23/18	Check * Issued	143323		353.50
CSULB FOUND	ATION				
	05/02/18	5/21-25 POSTUIT ADV GEOGRAPHIC	052118	472.00	472.00
	05/09/18	Check * Issued	143076		472.00
CVAG					
	04/30/18 05/09/18	APR18 COLLECTION OF TUMF Check * Issued	2018-04 APR	11,792.62	11,792.62
	03/09/16	Grieck " Issued	143077		11,792.62
CYRUN CORPO	DRATION				
	04/15/18	06/01/18-05/31/19 SUPPORT	CTH-1802	1,000.00	1,000.00
	05/23/18	Check * Issued	143324		1,000.00
DANCE PROGR	RAM LLC, THE				
	03/31/18	QTR 4 CMTY ASSIST GRANT	FY18 QTR4	3,000.00	3,000.00
	05/23/18	Check * Issued	143414		3,000.00
DATA TICKET					
	05/02/18	MAR18 CODE CITATION PROCESSING	88448	573.60	573.60
	05/09/18	Check * Issued	143131		573.60
DAVID TAUSSI	G & ASSOC				
	04/30/18	APR18 PROF SVCS-CFD FORMATION	1804060	1,909.00	1,909.00
	05/23/18	Check * Issued	143325		1,909.00
DAWN OIL					
	04/26/18	HAZARDOUS WASTE COLLECTION SVC	1144	3,871.00	3,871.00
	05/09/18	Check * Issued	143132		3,871.00

DDM	Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc./Inv Number	. Inv. Paid Amount	Check * Amount Amount
DELL FINANCIAL SERVICES O4171/18 MIS - 06/18 LEASE/PURCHASE PMT 18-06 2,495.69 2,495.69 05/09/18 Check * Issued 143/084 Services O4171/18 MIS - 06/18 LEASE/PURCHASE PMT 18-06 2,495.69 2,495.69 05/09/18 Check * Issued 143/133 2,495.69 2,495.69 O5/09/18 Check * Issued 143/133 Check * Issued 143/133 Check * Issued 143/133 Check * Issued Che	DDM				900.00	
DELL FINANCIAL SERVICES O4171/18 MIS - 06/18 LEASE/PURCHASE PMT 18-06 2,495.69 2,495.69 05/09/18 Check * Issued 143/084 Services O4171/18 MIS - 06/18 LEASE/PURCHASE PMT 18-06 2,495.69 2,495.69 05/09/18 Check * Issued 143/133 2,495.69 2,495.69 O5/09/18 Check * Issued 143/133 Check * Issued 143/133 Check * Issued 143/133 Check * Issued Che	DE LEON, ALM	A DIAZ				
DELL FINANCIAL SERVICES 04/17/18 MIS - 06/18 LEASE/PURCHASE PMT 18-06 2,495.69 2,495.69 05/09/18 Check* Issued 143133 2,495.69 DESERT AIR CONDITIONING, INC. DESERT AIR CONDITIONING, INC. 04/10/18 AC MAINT-LIBRARY 183225 241.01 241.01 04/19/18 AC MAINT-CITY HALL 183287 2,515.41 2,515.41 04/19/18 AC MAINT-CITY HALL 183287 275.30 275.30 05/09/18 Check* Issued 143134 3,031.72 04/24/18 AC MAINT-CITY HALL 1832861 384.31 384.31 05/23/18 Check* Issued 143326 384.31 384.31 05/23/18 Check* Issued 143326 384.31 384.31 DESERT ELECTRIC SUPPLY DESERT ELECTRIC SUPPLIES-LIBRARY S2483278.001 235.44 235.44 234.44 42.34 404/23/18 ELECTSUPPLIES-CIV CTR 25/16/246.001 888.75 888.75 888.75 44/23/18 ELECTSUPPLIES-CIV CTR 25/16/246.001 888.75 888.75 888.75 44/23/18 ELECTSUPPLIES-CIV CTR S25/16/246.001 42.34 42.34 42.34 65/01/18 ELECTSUPPLIES-CIV CTR S25/16/246.002 442.34 42.34 65/01/18 ELECTSUPPLIES-DIN CTR S25/16/246.002 442.34 42.34 65/01/18 ELECTSUPPLIES-DIN CTR S25/16/246.002 40.25/18 ELECTSUPPLIES-DIN CTR S25/16/246.004 865.50 805.50 605.50 604/25/18 ELECTSUPPLIES-DINAH SHORE BRID S25/2015/0.004 805.50 805.50 805.50 604/25/18 ELECTSUPPLIES-DIN SHORE BRID S25/2015/0.004 805.50 805.50 605.50 605.50 605/01/25/18 ELECTSUPPLIES-DIN CTR S25/215/26/0004 1.56 1.56 605.50 605/01/25/18 ELECTSUPPLIES-DIN CTR S25/215/26/0004 1.56 1.56 605.50 605/01/25/18 ELECTSUPPLIES-DIN CTR S25/215/26/0004 1.56 1.56 605.50 605/01/25/18 ELECTSUPPLIES-DIV CTR S25/215/26/0004 1.56 1.56 605.50 605/01/25/18 ELECTSUPPLIES-DIV CTR S25/215/26/0004 1.56 1.56 605.50 605/01/25/18 E	•		2018 SCHOLARSHIP AWARD	CCHS-SCHOLARSHI	P 500.00	500.00
DESERT AIR CONDITIONING, INC. 183225 241.01 241.0		05/09/18	Check * Issued			
DESERT AIR CONDITIONING, INC. 183225 241.01 241.0						
DESERT AIR CONDITIONING, INC. Od/11/18	DELL FINANCIA	AL SERVICES				
DESERT AIR CONDITIONING, INC. 04/11/18 AC MAINT-LIBRARY 183225 241.01 241		04/17/18	MIS - 06/18 LEASE/PURCHASE PMT	18-06	2,495.69	2,495.69
04/11/18		05/09/18	Check * Issued	143133		
04/11/18						
04/06/18 APR18 AC MAINT-CITY HALL 183287 2,515.41 2,515.41 04/13/18 AC MAINT-CITY HALL 183453 275.30 275.30 05/09/18 Check * Issued 143134 3,031.72 04/24/18 AC MAINT-CITY HALL 183851 384.31 384.31 05/23/18 Check * Issued 143326 384.31 DESERT ELECTRIC SUPPLY 04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2483278.001 235.44- 235.44- 04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2488237.001 135.00- 135.00- 04/18/18 ELECTSUPPLIES-CIV CTR \$2516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID	DESERT AIR C	ONDITIONING, INC	C.			
04/13/18 AC MAINT-CITY HALL 183453 275.30 275.30 275.30 05/09/18 Check * Issued 143134 384.31 384.31 384.31 05/23/18 AC MAINT-CITY HALL 183851 384.31 384.31 384.31 05/23/18 Check * Issued 143326 384.31 384.31 384.31 05/23/18 ELECTRIC SUPPLIES-LIBRARY S2483278.001 235.44 235.44 04/20/18 ELECTRIC SUPPLIES-LIBRARY S2488237.001 135.00- 135.00- 04/18/18 ELECTSUPPLIES-CIV CTR S2516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR S2516246.002 442.34 42.34 05/01/18 ELECTSUPPLIES-CIV CTR S2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR S251638.001 142.32 142.32 04/18/18 ELECTSUPPLIES-CIV CTR S25163.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.004 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.004 805.50 805.50 805.50 60/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.004 805.50 805.50 805.50 60/25/18 ELECTSUPPLIES-DINAH SHORE BRID S2520150.004 805.50		04/11/18	AC MAINT-LIBRARY	183225	241.01	241.01
05/09/18 Check * Issued 143134 384.31 384.31 384.31 05/23/18 AC MAINT-CITY HALL 183851 384.31		04/06/18	APR18 AC MAINT-CITY HALL	183287	2,515.41	2,515.41
04/24/18 AC MAINT-CITY HALL 05/23/18 Check * Issued 143326 143326 384.31 DESERT ELECTRIC SUPPLY 04/20/18 ELECTRIC SUPPLIES-LIBRARY 04/20/18 ELECTRIC SUPPLIES-LIBRARY 04/20/18 ELECTSUPPLIES-LIBRARY 04/20/18 ELECTSUPPLIES-CIV CTR 92516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR 92516246.002 442.34 05/01/18 ELECTSUPPLIES-CIV CTR 92516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR 92517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.002 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.003 805.50 805.50 04/19/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.003 805.50 805.50 04/19/18 ELECTSUPPLIES-DINAH SHORE BRID 92520150.004 905.004 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR 92521553.001 1.56 1.56 04/24/18 ELECTSUPPLIES-PRKG STRUC 92523389.001 442.34 442.34		04/13/18	AC MAINT-CITY HALL	183453	275.30	275.30
DESERT ELECTRIC SUPPLY 04/20/18		05/09/18	Check * Issued	143134		3,031.72
DESERT ELECTRIC SUPPLY 04/20/18		04/24/18	AC MAINT-CITY HALL	183851	384.31	384.31
04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2483278.001 235.44- 235.44- 04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2488237.001 135.00- 135.00- 04/18/18 ELECTSUPPLIES-CIV CTR \$2516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 5,051.00 05/09/18 Check * Issue		05/23/18	Check * Issued	143326		384.31
04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2483278.001 235.44- 235.44- 04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2488237.001 135.00- 135.00- 04/18/18 ELECTSUPPLIES-CIV CTR \$2516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 5,051.00 05/09/18 Check * Issue						
04/20/18 ELECTRIC SUPPLIES-LIBRARY \$2488237.001 135.00- 135.00- 04/18/18 ELECTSUPPLIES-CIV CTR \$2516246.001 888.75 888.75 04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00	DESERT ELEC	TRIC SUPPLY				
04/18/18 ELECTSUPPLIES-CIV CTR \$2516246.001 \$88.75 \$88.75 04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 805.50 805.50 04/19/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00		04/20/18	ELECTRIC SUPPLIES-LIBRARY	S2483278.001	235.44-	235.44-
04/23/18 ELECTSUPPLIES-CIV CTR \$2516246.002 442.34 442.34 05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00		04/20/18	ELECTRIC SUPPLIES-LIBRARY	S2488237.001	135.00-	135.00-
05/01/18 ELECTSUPPLIES-CIV CTR \$2517328.002 702.72 702.72 04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00		04/18/18	ELECTSUPPLIES-CIV CTR	S2516246.001	888.75	888.75
04/18/18 ELECTSUPPLIES-CIV CTR \$2519838.001 142.32 142.32 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 805.50 805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 805.50 805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00		04/23/18	ELECTSUPPLIES-CIV CTR	S2516246.002	442.34	442.34
04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.001 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 \$805.50 \$805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 \$1.56 \$1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 \$21.75 \$21.75 05/09/18 Check * Issued \$143135 \$5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 \$442.34 \$442.34		05/01/18	ELECTSUPPLIES-CIV CTR	S2517328.002	702.72	702.72
04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.002 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 \$805.50 \$805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 \$1.56 \$1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 \$21.75 \$21.75 05/09/18 Check * Issued \$143135 \$5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 \$442.34 \$442.34			ELECTSUPPLIES-CIV CTR	S2519838.001	142.32	142.32
04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.003 \$805.50 \$805.50 04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 \$805.50 \$805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 442.34 442.34		04/25/18	ELECTSUPPLIES-DINAH SHORE BRID	S2520150.001	805.50	805.50
04/25/18 ELECTSUPPLIES-DINAH SHORE BRID \$2520150.004 \$805.50 \$805.50 04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 442.34 442.34		04/25/18	ELECTSUPPLIES-DINAH SHORE BRID	\$2520150.002	805.50	805.50
04/19/18 ELECTSUPPLIES-PD \$2520269.001 1.56 1.56 04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 442.34 442.34		04/25/18	ELECTSUPPLIES-DINAH SHORE BRID	S2520150.003	805.50	805.50
04/24/18 ELECTSUPPLIES-CIV CTR \$2521553.001 21.75 21.75 05/09/18 Check * Issued 143135 5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 442.34 442.34		04/25/18	ELECTSUPPLIES-DINAH SHORE BRID	S2520150.004	805.50	805.50
05/09/18 Check * Issued 143135 5,051.00 05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC \$2523389.001 442.34 442.34		04/19/18	ELECTSUPPLIES-PD	S2520269.001	1.56	1.56
05/04/18 ELECTRICAL SUPPLIES-PRKG STRUC S2523389.001 442.34 442.34		04/24/18	ELECTSUPPLIES-CIV CTR	\$2521553.001	21.75	21.75
		05/09/18	Check * Issued	143135		5,051.00
05/23/18 Check * Issued 143327 442.34		05/04/18	ELECTRICAL SUPPLIES-PRKG STRUC	S2523389.001	442.34	442.34
		05/23/18	Check * Issued	143327		442.34

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc./Ir Number	nv. Inv. Paid Amount	Check * Amount Amount
DESERT PRINT	SHOP				
	03/29/18	POST CARDS-NAME THE PARK	DPS-66158	157.69	157.69
	05/09/18	Check * Issued	143136		157.69
DESERT PROM	OTIONAL&EMBR	OIDERY			
	04/11/18	EMBROIDERY SERVICES	49757	578.55	578.55
	04/12/18	CCPD UNIFORM	49784	201.19	201.19
	04/27/18	EMBROIDERY SERVICES	50104	435.00	435.00
	04/30/18	EMBROIDERY SERVICES	50127	417.60	417.60
	05/23/18	Check * Issued	143328		1,632.34
DESERT SUN					
	02/28/18	LEGAL ADS	6201893	246.40	
			2,462.0	00	
		Total	6201893 2,708	3.40 2,708.4	40
	05/23/18	Check * Issued	143252		2,708.40
	04/30/18	SPECIAL EVENTS ADVERTISING	6258902	2,585.00	2,585.00
	05/23/18	Check * Issued	143253		2,585.00
	03/31/18	LEGAL ADS	6230205	259.60	
			1,440.0	00	
		Total	6230205 1,699	9.60 1,699.6	60
	05/23/18	Check * Issued	143329		1,699.60
DESERT SUN					
	05/16/18	6/1-6/30 NEWSPAPER SUBSCRIPTIO	DS0404541-1806	48.93	48.93
	05/23/18	Check * Issued	143330		48.93
DESERT VALLE	Y BUILDERS ASS	SOC.			
	05/10/18	5/10 DVBA LUNCHEON	2643	35.00	35.00
	05/16/18	5/16 DVBA LUNCHEON	2648	27.00	27.00
	05/23/18	Check * Issued	143331		62.00

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Number	Fnc./Inv. Amoun	Inv. Paid t	Check * Amount Amount
	04/19/18 05/09/18	03/20-04/19 Water Service Check * Issued	2018-04-B 143078	145.13	14:	5.13 145.13
	05/14/18	03/20-04/19 Water Service	2018-05	2,605.40 638.98 273.41 1,688.95		
		Total	2018-05	5,206.74	5,206.74	1
	05/23/18	Check * Issued	143254			5,206.74
DICKSON, DAN	VE					
	05/15/18	6/13-14POSTSUBPERISHABLESKILLS	06	31318	28.00	28.00
	05/23/18	Check * Issued	143249			28.00
DIRECTV						
	05/08/18	05/7-06/6 EOC TV SVC	34162340596	45.25	i	45.25
	05/23/18	Check * Issued	143255			45.25
DOUBLETREE						
	05/15/18	6/11-22 POSTHOTEL MOTORCYCLE		51118 7	93.44	793.44
	05/23/18	Check * Issued	143256			793.44
DUNN-EDWAR	DS CORPORATIO	N .				
	05/02/18	SUPPLIES-DINAH SHORE BRIDGE	201929	97279	39.73	39.73
	05/09/18	Check * Issued	143138			39.73
EAN SERVICES	S-ENTERPRISE C					
	04/30/18 05/23/18	VEHICLE RENTAL Check * Issued	17119046	183.26	ô	183.26
	00120110	CHECK ISSUEU	143332			183.26
EIDE INDUSTR		MANDT FURNISHING - PETENTION	4.00000	50.000 50	004.00	50.004.00
	04/25/18 05/09/18	WWBT FURNISHING - RETENTION Check * Issued	AC03905 143139	oo-uu9 50,	961.68	50,961.68 50,961.68
						00,001.00

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc Number	./Inv. Inv. i	Paid Check * Amount Amount
	04/11/18 04/24/18 04/28/18 05/23/18	PROF SVCS-MEDICAL EXAMS PROF SVCS-MEDICAL EXAMS PROF SVCS-MEDICAL EXAMS Check * Issued	1804C-2364 1804C-5567 1804C-6586 143333	1,000.00	1,000.00 1,000.00 1,000.00 3,000.00
EISENHOWER	OCCUPATIONAL	HEALTH			
	04/03/18	PRE-EMPLOYMENT SCREENING	58434	1,920.00	1,920.00
	05/09/18	Check * Issued	143140		1,920.00
EMBASSY SUI	TES BY HILTON				
	05/15/18	6/5-6 NONPOST HOTEL 2018 AXON	060518	540.80	540.80
	05/23/18	Check * Issued	143257		540.80
EMPLOYEE BE	NEFITS LAW GRO				
	04/25/18	CA0162 - EMPLOYEE BENEFITS	52828	1,552.50	1,552.50
	05/23/18	Check * Issued	143334		1,552.50
ENOS, JON	054540				
	05/15/18 05/23/18	6/4-6 TRAVADV 2018 AXIOM CONFR Check * Issued	060418 143265	46.00	46.00 46.00
ENTENMANN-F	POVINI CO				
EIAT EIAIVIAIATA	04/24/18	BADGES	135190-IN	1.062.90	4.000.00
	05/09/18	Check * Issued	143141	1,062.89	1,062.89
	03/03/10	Official Issued	143 141		1,062.89
EWING IRRIGA	TION PRODUCTS	:			
	04/18/18	IRRIG SUPPLIES LLD 16A CENTURY	5144805	45.86	45.86
	04/26/18	IRRIG SUPPLIES LLD 16A CENTURY	5203898	94.56	94.56
	04/26/18	IRRIG SUPPLIES - TAMARISK/VERO	5203899	1.03	1.03
	04/27/18	IRRIG SUPPLIES LLD 17 PANORAMA	5213311	6.13	6.13
	04/28/18	IRRIG SUPPLIES LLD 17 PANORAMA	5221932	22.84	22.84
	05/09/18	Check * Issued	143142		170.42
FALCON ENGIR	NEERING SERVIC	ES			
	05/01/18	4/1-30 DPBW 8914 PROF SVC	2017-14	79,621.62	79,621.62
	05/23/18	Check * Issued	143335		79,621.62

Supplier	Inv./Chq. Date MM/DD/YY Fi	nc. Description	Inv./Chq. Fn Number	c./Inv. Inv. I	Paid Check Amount	* Amount
					7 WHO GITE	, who dire
FERGUSON EN	NTERPRISES INC	#1350				
	05/01/18	SUPPLIES-PD	6032257	44.10	44,10	
	05/04/18	SUPPLIES-CIV CTR	6049158	11.29	11.29	
	05/07/18	SUPPLIES-CIV CTR	6056392	23.82	23.82	
	05/08/18	SUPPLIES-CIV CTR	6064729	15.82	15.82	
	05/09/18	SUPPLIES-PW	6066653	10.28	10.28	
	05/23/18	Check * Issued	143336			105.31
FERGUSON, P	RAET & SHERMAI	N				
,	04/10/18	RE: CI1309	21937	156.00	156.00	
	05/09/18	Check * Issued	143143		100.00	156.00
FIX IT COMMER	RCIAL SERVICES					
	04/04/18	MAINT-INLET VALVE TO TANK	43353	108.00	108.00	
	05/09/18	Check * Issued	143144			108.00
FOMOTOR ENG	SINEERING					
	05/04/18	FIELD LAND SURVEY DINAH SHORE/	514201	8 19,820.00	19,820.	00
	05/23/18	Check * Issued	143337		19	9,820.00
FRONTIER COM	MMUNICATIONS					
	04/28/18	04/28-05/27 PHONE LINES	MISC-180509	119.29	119.29	
	05/09/18	Check * Issued	143145			119.29
	05/16/18	05/16-06/15 PHONE LINES	5016-1806	95.73	95.73	
	05/23/18	Check * Issued	143258			95.73
	05/13/18	05/13-06/12 DATA LINE	MISC-180523	279.80	279.80	
	05/23/18	Check * Issued	143259			279.80
FUENTEZ, BRIA						
	05/01/18	2018 SCHOLARSHIP AWARD	CCHS-SCHOLAR	RSHIP 500	0.00	500.00
	05/09/18	Check * Issued	143066			500.00
GALI POOL SEF	RVICE					
	04/30/18	APR18 FOUNTAIN OF LIFE MAINT	44630	1,600.00	1,600.00	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amour	Inv. Paid nt	d Check * Amount Amount
	05/23/18	Check * Issued	143338			1,600.00
GALLS, LLC	04/12/18 05/09/18	PPE UNIFORM & SUPPLIES Check * Issued	BC0586 143146	795 2	27.59	27.59 27.59
GARCIA, VILM	05/03/18 05/09/18	WATERSMART LANDSCAPES PROGRAM Check * Issued	143220	1	500.00	500.00 500.00
GARZA, AUGU	STO 04/10/18 05/23/18	PROPERTY BOARD UP Check * Issued	10 ⁻ 143308	12 200	.00	200.00 200.00
GAS COMPAN	Y, THE					
	05/15/18	04/12-05/11 GAS SERVICE	MISC-180	5 200.0 14.73	63	
	05/23/18	Total Check * Issued	MISC-1805 143415	215.36	215	5.36 215.36
GL CARWASH	04/10/18	CITY HALL VEHICLE CAR WASHES	2018-1	F128 15.00	45.00	
	04/10/18 04/24/18	Total CITY HALL VEHICLE CAR WASHES CITY HALL VEHICLE CAR WASHES	2018-F128 2018-F 2018-F		60.4 15.00 15.00	00 15.00
	04/24/18	Total CITY HALL VEHICLE CAR WASHES	2018-F130 2018-F	30.00 =131 15.00 60.00	30.0 15.00	00
	05/01/18 05/01/18	Total CITY HALL VEHICLE CAR WASHES CITY HALL VEHICLE CAR WASHES	2018-F131 2018-F 2018-F		90.0 15.00 45.00	15.00 45.00

	Inv./Chq. Date		Inv./Chq. Fnc./Inv.	Inv. Paid	Check *
Supplier	MM/DD/YY	Fnc. Description	Number A	mount	Amount Amount
	04/18/18	FLEET MAINT-CARWASHES/DETAILS	484	156.00	156.00
	04/23/18	FLEET MAINT-CARWASHES/DETAILS	485	174.00	174.00
	04/26/18	FLEET MAINT-CARWASHES/DETAILS	486	153.00	153.00
	04/30/18	FLEET MAINT-CARWASHES/DETAILS	487	155.00	155.00
	04/30/18	PACT-CARWASHES/DETAILS	488	47.00	47.00
	05/09/18	Check * Issued	143148		940.00
	05/03/18	FLEET MAINT-CARWASHES/DETAILS	400	450.00	450.00
	05/03/18		489	152.00	152.00
	05/07/18	FLEET MAINT CARWASHES/DETAILS	490	154.00	154.00
		FLEET MAINT CARWASHES/DETAILS	491	153.00	153.00
	05/14/18	FLEET MAINT-CARWASHES/DETAILS	492	170.00	170.00
	05/23/18	Check * Issued	143340		629.00
GOLDEN WES					
	05/02/18	5/15-17 POSTUIT RADAR OPERATOR	051518	120.00	120.00
	05/02/18	5/18 POSTUIT RADAR LASER OP	051818	40.00	40.00
	05/09/18	Check * Issued	143149		160.00
GOOGRICH, K	ERI				
	04/30/18	256753 DEPOSIT REFUND	256753	100.00	100.00
	05/23/18	Check * Issued	143358		100.00
GRAFFITI PRO	TECTION COATI	NGS			
	05/15/18	APR18 GRAFFITI REMOVAL SVC	9893-0418	5,814.40	5,814.40
	05/23/18	Check * Issued	143341		5,814.40
GREATER CV	CHAMBER OF CO	DMMERCE			
	05/17/18	2018 ORION AWARDS	13660	89.00	
			89.00		
		Total	13660 178.00	– 178.0	0
	05/23/18	Check * Issued	143339		178.00
GREATER PAL	.M SPRINGS CVB	}			
	04/30/18	06/12 2018 OASIS AWARDS	061218	80.00	
			40.00		
			10.00		
		Total	061218 120.00	120.0	0

	Inv./Chq. Date		Inv./Chq. Fn	c./Inv. Inv.	Paid Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
	05/09/18	Check * Issued	143150		120.00
	04/30/18	06/24 OASIS AWARDS - BAL DUE	061218-B	16.00	
	04/30/10	00/24 OASIS AWANDS - BAL DOL	001210-В	8.00	
			-		
	05/00/40	Total	061218-B	24.00	24.00
	05/23/18	Check * Issued	143342		24.00
GREENFIX AMI		100 40 000 4000 DEDECRIED			
	04/27/18	APR18 SERVICES PERFORMED	614	465.00	
	05/09/18	Check * Issued	143151		465.00
CDECUAM CAN	ACE NOLAN 6 T	II DEM			
GRESHAW SAV	'AGE NOLAN & T 05/09/18		245000	0.007.50	0.007.50
	05/09/18	FEB18 LEGAL SVCS FEB18 LEGAL SVCS	345609	2,287.50	2,287.50
	05/09/18	Check * Issued	345610 143343	1,275.00	1,275.00
	03/23/10	Officer Issued	140040		3,562.50
GSO					
	04/15/18	SHIPPING CHARGES	3612840	54.60	54.60
	05/09/18	Check * Issued	143152	01.00	54.60
			,,,,,,,		0 1.00
GUYS & GALS	CAREER&SAFET	Y APP			
	04/04/18	UNIFORM SUPPLIES - PACT	36158	98.00	98.00
	05/23/18	Check * Issued	143344		98.00
HAMMER PUM	PING, INC				
	04/27/18	INSTALL ICE MAKER-PD	WO-21279	710.84	710.84
	05/23/18	Check * Issued	143345		710.84
HAMPTON INN	& SUITES				
	05/15/18	5/29-6/6 POSTHOTEL PRETRAINING	052918	694.26	694.26
	05/23/18	Check * Issued	143260		694.26
HD SUPPLY CO	NSTRUCTION SU	JPPLY			
	05/02/18	SUPPLIES-DINAHSHOREBRIDGE	100087218	77 6.53	6.53
	05/03/18	SUPPLIES-DINAHSHOREBRIDGE	500081272	09 17.4	0 17.40

Supplier	Inv./Chq. Date MM/DD/YY Fi	nc. Description	Inv./Chq. Fnc./I Number	nv. Inv. Pai Amount	d Check * Amount Amount
	05/23/18	Check * Issued	143346		23.93
HDL COREN 8	CONE				
	04/26/18	APR-JUN18 PROPTAXONTRACTSVCS	25261-IN	4,562.50	4,562.50
	05/09/18	Check * Issued	143153		4,562.50
HENRY, STAN					
	05/16/18	FY17/18 WELLNESS REIMBURSEMENT	051618	300.00	300.00
	05/23/18	Check * issued	143292		300.00
	04/25/18	SH-4/25-26 TRAVEXP SACRAMENTO-	042518	180.73	180.73
	05/23/18	Check * Issued	143293		180.73
HEPTAGON SI	EVEN CONSULTIN	G, INC			
	02/16/18	EDOM HILL ROAD SURVEY	20180204	5,730.00	5,730.00
	05/09/18	Check * Issued	143154		5,730.00
HIGH RESOLU	TION GRAPHIC				
	04/30/18	TOTE BAGS	5919	892.40	892.40
	04/30/18	ROUND KEEP IT CLIP	5920	770.45	770.45
	04/30/18	NOTE PADS	5921	507.86	507.86
	05/09/18	Check * Issued	143155		2,170.71
	05/05/18	POSTERS-PD	5922	360.00	360.00
	05/05/18	DOOR HANGERS-DREAM HOMES	5923	371.93	371.93
	05/05/18	ENVELOPES	5924	580.66	580.66
	05/23/18	Check * Issued	143347		1,312.59
HINDERLITER,	de LLAMAS AND				
	05/14/18	QTR 2 2018 CONTRACT SVCS	29096-IN-A	1,712.70	1,712.70
	05/14/18	QTR 4 AUDIT SVCS-SALES TAX	29096-IN-B	3,456.87	3,456.87
	05/14/18	QTR 4 2017 TRANSACTIONS TAX	29097-IN	360.82	360.82
	05/23/18	Check * Issued	143348		5,530.39
HOME DEPOT	CREDIT SERVICE	s			
	04/18/18	SUPPLIES-LIBRARY	0023902	9.50	9.50
	04/18/18	SUPPLIES-FACILITIES TOOLS	0023903	87.33	87.33

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uг	ıe	5.	20	18

	Inv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid Che	ck *
Supplier	MM/DD/YY I	Fnc. Description	Number	Amount	Amoun	
	04/27/18	MAINT-LLD16A CENTURY PARK	11605			4.21
	04/26/18	SUPPLIES - SIGN TRUCK	2024939	8.61	8.61	
	04/24/18	SUPPLIES-PW	4024653	128.12	128.12	
	04/24/18	SUPPLIES-IT	4065117	172.20	172.20	
	04/24/18	SUPPLIES-CIV CTR	4065118	36.16	36.16	
	04/24/18	SUPPLIES-STA 410	4112043	47.25-	47.25-	
	04/24/18	SUPPLIES-LIBRARY	4112044	2.44-	2.44-	
	05/02/18	SUPPLEIS-DINAHSHOREBRIDGE	6053	3402	8.14	8.14
	04/19/18	SUPPLIES-CIV CTR	9024042	18.50	18.50	
	05/09/18	Check * Issued	143156			483.08
HUIZER, LAU	RIE					
	04/18/18	256621 DEPOSIT REFUND	256621	100.0	0 100.0	00
	05/09/18	Check * Issued	143172			100.00
ICMA RETIRE	MENT TRUST - 45					
	05/01/18	HR-PP09 05/01/18 ICMA	9002973	25,634.03		
			4	,731.09		
		Total	9002973	30,365.12	30,365.12	
	05/31/18	Check * Issued	9002980			30,365.12
	05/01/18	HR-PP09 05/01/18 ICMA 401(A)	9002975	43,274.92	43,274.92	
	05/31/18	Check * Issued	9002981			43,274.92
	04/10/18	HR-PP10 05/15/18 ICMA	9002982	30,442.76	30,442.76	
	05/31/18	Check * Issued	9002982	,	00,772.70	30,442.76
						00,112.70
	05/15/18	HR-PP10 05/15/18 ICMA 401(A)	9002984	24,321.62	24,321.62	
	05/31/18	Check * Issued	9002983	- 7,0-110-	21,021.02	24,321.62
						21,021.02
	05/29/18	HR-PP11 05/29/18 ICMA	9002993	24,525.70		
			4	,731.08		
		Tatal	0000000	20.050.70	00.050.70	
	05/24/40	Total		29,256.78	29,256.78	
	05/31/18	Check * Issued	9002984			29,256.78
	05/29/18	HR-PP11 05/29/18 ICMA 401(A)	9002995	3,650.00	3,650.00	
	05/31/18	Check * Issued	0000005			0.050.00
		00010	9002985			3,650.00

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. P Amount	aid Check * Amount Amount
IMAGE 360 - PA	J M DESERT				
1111/02 000 11	04/19/18	POLICY POSTERS-PD	IPD-16152	587.88	587.88
	05/09/18	Check * Issued	143157	33.133	587.88
	05/01/18	POLICY PANELS-PD	IPD-16241	336.10	336.10
	05/23/18	Check * Issued	143349		336.10
INII AND EAID U	OLICINIC AND				
INLAND FAIR H	03/31/18	3/1-31 CDBG:FAIR HOUSING SVCS	12454	4 070 76	4.070.70
	05/09/18	Check * Issued	13151 143158	1,072.76	1,072.76
	03/09/10	Officer Issued	143 136		1,072.76
INTERNATIONA	L CITY/COUNTY				
	04/30/18	07/01/18-06/30/18 MEMBERSHIP	043018	1,400.00	1,400.00
	05/09/18	Check * Issued	143159		1,400.00
INTERNATIONA	L CODE COUNCI	LING			
INTERNATIONA	05/17/18	CERTIFICATION RENEWAL 11/14/20	051718	200.00	200.00
	05/17/18	Check * Issued	143350	200.00	200.00 200.00
	00/20/10	Onook Issued	143330		200.00
INTERSTATE B	ATTERY OF SO C	AL			
	04/26/18	SUPPLIES-IT	70019050	14.00-	14.00-
	04/17/18	VEHICLE MAINT-PW	9913105	8.68	8.68
	04/23/18	SUPPLIES-IT	9913145	104.12	104.12
	04/27/18	MESSAGE BOARD	9913182	14.75	14.75
	05/09/18	Check * Issued	143160		113.55
	05/02/18	VEHICLE MAINT-M06	9913192	114.52	114.52
	05/23/18	Check * Issued	143351	114.02	114.52
					.,,,,,_
J & S ORNAMEN					
	05/10/18	REPAIR EXERCISE EQUIP-OCOTILLO	901236	350.00	350.00
	05/23/18	Check * Issued	143352		350.00
JERNIGANS SP	ORTING GOODS,	INC.			
	04/14/18	SAFETY BOOTS	13980	217.49	217.49
	04/18/18	SAFETY BOOTS	13985	195.74	195.74

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ounc	ν,	2010	

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./li Number	nv. Inv. Pa Amount	nid Check * Amount Amount
	04/22/18	SAFETY BOOTS	13993	97.86	97.86
	05/09/18	Check * Issued	143161		511.09
	05/09/18	SAFETY BOOTS	13820	173.99	173.99
	05/23/18	Check * Issued	143353		173.99
JIMMY'S EQ	UIPMENT				
	04/11/18	LABOR-PW	54728	85.00	85.00
	04/18/18	VEHICLE MAINT-CD	54742	174.18	174.18
	04/18/18	VEHICLE MAINT-M4	54743	186.14	186.14
	04/21/18	EQUIP MAINT-JOHN DEERE 544	54767	3,064.20	3,064.20
	05/09/18	Check * Issued	143162		3,509.52
	05/08/18	SUPPLIES-PW	24660	24.76	24.76
	05/04/18	VEHICLE MAINT-M05	54878	876.02	876.02
	05/05/18	VEHICLE MAINT-M06	54879	460.05	460.05
	05/09/18	SUPPLIES-PW	54915	140.18	140.18
	05/23/18	Check * Issued	143355		1,501.01
JONES, STE	PHANIE				
	05/03/18	FY17/18 WELLNESS REIMBURSEMENT	050318	291.71	291.71
	05/09/18	Check * Issued	143099		291.71
JP TREE CAI	DE				
JI TINEE OAI	05/01/18	MAINT DINAHSHR/WHISPRG PALMS	12551	1,800.00	4 900 00
	05/01/18	MAY18 LIBRARY TREE MAINT	12552	450.00	1,800.00 450.00
	05/09/18	Check * Issued	143163	430.00	2,250.00
KC'S 23 1/2 F	OUR PLUMBING				
1100201721	05/03/18	REPAIR-OCOTILLO PARK	70188	124.00	124.00
	05/23/18	Check * Issued	143357	124.00	124.00
KEY MEDICA	L RESOURCES IN	C.			
	04/24/18	EMS CARDS	JK20180424	650.00	650.00
	05/09/18	Check * Issued	143165		650.00

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, 2018			

	Inv./Chq. Date		Inv./Chq.	Fnc./Inv. Inv	v. Paid Check *	
Supplier	MM/DD/YY	Fnc. Description	Number	Amount	Amount Amo	ount
	04/27/18	04/13-05/17 C558 LSE - PD	31810240	164.21		
				164.22		
		Total	31810240	328.43	328.43	
	05/09/18	Check * Issued	143166		328.43	
	05/09/18	04/30-05/29 KONICA MINOLTA lea	31868650	21.04		
				21.04		
				21.04		
				105.20		
				21.04		
				21.03		
				166.05		
				41.52		
				41.52		
				41.51		
				41.52		
				122.18		
		Total	31868650	664.69	664.69	
	05/12/18	5/1-5/31 C658 LSE - FD	31883538	204.45	204.45	
	05/12/18	05/01 - 05/31 C224E LSE - PD	31883539	152.25	152.25	
	05/23/18	Check * Issued	143359		1,021.39	
KONICA MINO	OLTA BUS.SOLUTI	IONS				
TOTALON INJUNE	04/30/18	0401-04/30 CPC C224E EAST PACT	900455148	38 60.45	60.45	
	05/03/18	04/04-05/03 CPC C554E - DET	9004567731	316.20	316.20	
	05/09/18	Check * Issued	143167	010,20	376.65	
					3. 0.00	
	05/08/18	03/09-04/08 Konica Minolta cpc	9004576710	22.53		
				22.53		
				22.53		
				114.77		
				22.53		
				22.53		
				98.96		
				67.36		
				67.36		
				67.36		
				67.36		
				115.15		
			÷			

Supplier	Inv./Chq. Date MM/DD/YY F	inc. Description	Inv./Chq. Fnc.	/Inv. Inv. P Amount	aid Check * Amount Amount
	05/10/18 05/23/18	Total 04/11-05/10 cpc MRU 454e acc 9 Check * Issued	9004576710 9004581044 143360	710.97 5.23	710.97 5.23 716.20
KUSTOM SIGN	IALS				
	04/27/18 05/23/18	PROLASER REPAIR Check * Issued	552413 143361	376.14	376.14 376.14
LA QUINTA INI	N #0541				
	05/02/18 05/09/18	5/15-18 POSTHOTEL RADAR OP Check * Issued	051518 143082	336.96	336.96 336.96
LAMAR ADVEF	RTISING				
	05/01/18 05/09/18	05/1-05/31 PS AIRPORT ADVERTIS Check * Issued	109108955 143168	1,000.00	1,000.00
LAMB, JESSIC	A				
	05/02/18 05/09/18	5/8 TRAV ADV PEBT CERT CRS Check * Issued	050218 143080	14.00	14.00 14.00
LANDMARK CO	ONSULTANTS, INC				
	04/27/18 05/09/18	WWBT ii 4/25/18-04/19/18 TESTG Check * Issued	LP0418-35 143169	1,780.00	1,780.00 1,780.00
LARA, STEVEN	I				
	05/15/18 05/23/18	6/8-10 POSTSUB DRUGRECOGNITION Check * Issued	060818 143295	42.00	42.00 42.00
LASR-INK COR	:P				
	04/24/18 05/09/18	INK CARTRIDGES Check * Issued	14717 143171	31.54	31.54 31.54
	04/26/18	INK CARTRIDGES FOR PRINTERS	14731	184.88	
	05/09/18	INK CARTRIDGES	14773	31.54	184.88 31.54
	05/23/18	Check * Issued	143362		216.42

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fr Number	nc./Inv. Inv Amount	r. Paid Check Amount	* Amount			
LEAGUE OF C	LEAGUE OF CALIFORNIA CITIES								
	04/30/18	5/14 RIV CO DIV DINNER	051418	160.00					
				40.00					
		Total	051418	200.00	200.00				
	05/09/18	Check * Issued	143173			200.00			
150 N BOOM	HENT OBEOTALIO								
LEGAL DOCUI	MENT SPECIALIST		20000	22.22					
	04/05/18 04/20/18	PROCESS SERVICE	82090	32.00	32.00				
	04/20/18	PROCESS SERVICE PROCESS SERVICE	82142	32.00	32.00				
	04/03/18	PROCESS SERVICE	82143 82144	32.00 32.00	32.00				
	04/23/18	PROCESS SERVICE	82221	64.00	32.00 64.00				
	04/20/18	PROCESS SERVICE	82303	32.00	32.00				
	04/23/18	PROCESS SERVICE	82305	32.00	32.00				
	04/16/18	PROCESS SERVICE	82308	32.00	32.00				
	04/16/18	PROCESS SERVICE	82311	32.00	32.00				
	04/13/18	PROCESS SERVICE	82315	32.00	32.00				
	04/23/18	PROCESS SERVICE	82541	32.00	32.00				
	04/11/18	PROCESS SERVICE	82615	32.00	32.00				
	05/09/18	Check * Issued	143174			416.00			
	04/25/18	PROCESS SERVICE	82215	64.00	64.00				
	04/26/18	PROCESS SERVICE	82309	32.00	32.00				
	05/07/18	PROCESS SERVICE	82313	32.00	32.00				
	04/30/18	PROCESS SERVICE	83076	32.00	32.00				
	05/01/18	PROCESS SERVICE	83078	32.00	32.00				
	04/27/18	PROCESS SERVICE	83079	32.00	32.00				
	04/26/18	PROCESS SERVICE	83080	32.00	32.00				
	05/23/18	Check * Issued	143363			256.00			
LEMILE ALAN									
LEMUS, ALAN	05/17/18	6/14 POSTSUB SEARCH WARRANT -	06141	10 450	0 456	20			
	05/17/16	Check * Issued	143226	18 45.0	0 45.0				
	UJIZJI TO	Olleck Issued	143220			45.00			
	05/17/18	6/6 TRAVADV GANGSEARCHWARRANTS	06	60618 1	4.00	14.00			
	05/23/18	Check * Issued	143227			14.00			

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc. Number	/Inv. inv. F	
Supplier	IVIIVII DD/ I I	The. Description	Number	Amount	Amount Amount
	03/31/18	CA180 00052	1456605	2,622.00	2,622.00
	03/31/18	CA180 00056		4,802.52	4,802.52
	04/10/18	LIEBERT LIBRARY	41018	895.50	895.50
	05/09/18	Check * Issued	143175		8,320.02
LIFE ASSIST	. INC				
	04/20/18	MEDICAL SUPPLIES (PARAMEDIC)	851995	213.60	213.60
	04/23/18	MEDICAL SUPPLIES (PARAMEDIC)	852163	1,172.56	1,172.56
	05/02/18	MEDICAL SUPPLIES (PARAMEDIC)	853761	1,531.98	1,531.98
	05/09/18	Check * Issued	143176	1,001.00	2,918.14
					2,010.14
	05/03/18	MEDICAL SUPPLIES (PARAMEDIC)	853946	147.47	147.47
	05/07/18	MEDICAL SUPPLIES (PARAMEDIC)	854445	2,889.98	2,889.98
	05/23/18	Check * Issued	143364		3,037.45
LN CURTIS 8	SONS				
	04/09/18	HURST ANNUAL SERVICE	INV174705	2,533.84	2,533.84
	05/09/18	Check * Issued	143177	·	2,533.84
	05/03/18	SUPPLIES-SHUTOFF HANDLE	INV181547	108.20	108.20
	05/23/18	Check * Issued	143365		108.20
LOWE'S HOM	IE IMPROVEMENT	r			
LOTTEOTION	04/26/18	SUPPLIËS - SIGN TRUCK	909612	89.63	89.63
	04/19/18	SUPPLIES-LLD16A CENTURY PARK	910779	15.58	15.58
	04/18/18	NEW TRAILOR	923772-C	583.67	583,67
	03/31/18	SUPPLIES-FD	924019	60.58	60.58
	04/19/18	SUPPLIES-LLD16A CENTURY PARK	924725	47.71	47.71
	05/09/18	Check * Issued	143178	77.77	797.17
	05/04/18	SUPPLIES - PARKS	23892	58.36	58.36
	04/30/18	SUPPLIES-LLD16A CENTURY PARK	24427	94.65	94.65
	05/01/18	SUPPLIES - SIGN TRUCK	24582	43.72	43.72
	05/04/18	SUPPLIES - SIGN TRUCK	43326	47.92	47.92
	05/06/18	SUPPLIES-FD	923120	144.13	144.13
	05/09/18	SUPPLIES-FD	924580	114.36	114.36
	04/28/18	SUPPLIES-FD	924992-B	41.25	41.25
	05/23/18	Check * Issued	143366		544.39

Supplier	Inv./Chq. Date MM/DD/YY Fi	nc. Description	Inv./Chq. Fnc./Inv Number	v. Inv. Paid Amount	Check * Amount Amount
LUKES, LEISA	04/21/18 05/23/18	03/22-04/21 REIMB CELL PHONE Check * Issued	2018-04 143271	45.00	45.00 45.00
LVC MASTER A	ASSOCIATION 05/12/18 05/23/18	JIN18 LLD9 LA PASADA LANDSCAPE Check * Issued	FY18-12001 143367	770.00	770.00 770.00
M & M SWEEP!	NG 04/18/18 05/09/18	APR18 STREET SWEEPING Check * Issued	45106 143179	155.00	155.00 155.00
M.D. MONTEZ	05/01/18 05/09/18	04/24 ABATEMENT SVCS Check * Issued	240-2018 143180	360.00	360.00 360.00
MADDOX, SHAV	VN 05/15/18 05/23/18	2/10-11 ENVIROCERT CERT CESSWI Check * Issued	021018 143287	194.24	194.24 194.24
MANAGED HEA	LTH NETWORK 04/16/18 05/09/18	MAY18 EMPLOYEE ASSISTANCE PROG Check * Issued	PRM-023071 143182	1 468.00	468.00 468.00
MANAGEMENT	DYNAMICS 05/10/18 05/23/18	4/1-5/4 PROF SVCS Check * issued	051018 3,0 143368	3,0 038.75	38.75 3,038.75
MATTRESS SHO	DWROOM 05/11/18	MATTRESSES	C42330 1,759.88 7.85 15.70	-	
		Total	C42330 1,622.	50 1,622.5	60

Supplier	Inv./Chq. Date MM/DD/YY Fi	nc. Description	Inv./Chq. Fnc. Number	/Inv. Inv. i Amount	Paid Check * Amount Amount
	05/23/18	Check * Issued	143369		1,622.50
METLIFE	05/09/18	JUN18 DENTAL/VISION	20042657	25 477 00	05 477 00
	05/23/18	Check * Issued	38943657 143370	25,477.96	25,477.96 25,477.96
	33.237.13	311301 13333	110070		20,417.50
MIRACLE PLAY	GROUND SALES				
	05/03/18	SUPPLIES-LLD16A CENTURY PARK	10415	267.77	267.77
	05/23/18	Check * Issued	143371		267.77
MISSION LINEN	I SUPPLY				
WILCOTOTY ETITETY	04/24/18	LINEN SUPPLIES FOR JAIL	507235488	55.43	55.43
	05/01/18	LINEN SUPPLIES FOR JAIL	507281829	55.43	55.43
	05/08/18	LINEN SUPPLIES FOR JAIL	507330229	55.43	55.43
	05/15/18	LINEN SUPPLIES FOR JAIL	507376273	55.43	55.43
	05/23/18	Check * Issued	143372		221.72
MIWALL CORPO	OPATION .				
MINVALL COIN C	04/10/18	AMMUNITION	6913	3,149.13	3,149.13
	05/23/18	Check * Issued	143373	0,140.10	3,149.13
MOLINA, MELIS	SA				
	05/02/18	3/12 DISPATCHER'S ROLE-TOLLFEE	031218-B	6.93	6.93
	05/09/18	Check * Issued	143086		6.93
MOULIN, ALIRIC)				
moozin, Azinae	05/15/18	6/5-7 POSTSUB FTO UPDATE CRS	060518	42.00	42.00
	05/23/18	Check * Issued	143228	12.00	42.00
MSA CONSULTI	NG				
	03/31/18	2/1-3/31 WWBT PROF SVCS	2131.006-02	3,412.50	3,412.50
	05/09/18	Check * Issued	143183		3,412.50
	04/30/18	APR18 WWBT STAKING SVCS	2134.010-01	6,242.50	6,242.50
	05/23/18	Check * Issued	143374	-,= :=:00	6,242.50

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Number	Fnc./Inv. Amoun	Inv. Paid Ched t Amoun	
MVR CONSULT	ING 04/30/18 05/23/18	MAR18 GRANT MGMT/HERITAGE PK Check * Issued	430 143375	020181 1	,350.00 1,3	350.00 1,350.00
NAI CONSULTII	NG INC					
NATOONSOLTII	05/01/18	APR18 ENG PROF SVCS	17-05.1	10 560. 1,712.50 2,240.00 2,240.00- 2,240.00	00	
		Total	47.05.40	4 540 50	4.540.50	
	05/23/18	Check * Issued	17-05.10 143376	4,512.50	4,512.50	4,512.50
NAPA AUTO PA	RTS 02/13/18 04/06/18 04/13/18 04/14/18 04/19/18 04/26/18 04/30/18 05/06/18	VEHICLE PARTS FLEET SUPPLIES-FD FLEET SUPPLIES-FD FLEET SUPPLIES-FD FLEET SUPPLIES-FD VEHICLE PARTS C72 FLEET SUPPLIES-FD Check * Issued	428281 435792 436652 436791 437410 438313 438852 439717	2 82.80 26.07 271.86 3 16.29 2 16.41	271.86 82.80 26.07 26.07 271.86 16.29	
NATIONWIDE R	ETIREMENT SOL 05/01/18	UTION HR-PP09 05/01/18 NATIONWIDE RE	90029	38,310 1,707.84 150.00	.21	
	05/31/18	Total Check * Issued	9002974 9002986	40,168.05	40,168.05	40,168.05
	05/15/18	HR-PP10 05/15/18 NATIONWIDE RE	90029	983 16,491 1,707.84 150.00	.03	
		Total	9002983	18,348.87	10 240 07	
	05/31/18	Check * Issued	9002987	10,340.07	18,348.87	18,348.87

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fnc./l Number	nv. Inv. Pa Amount	id Check * Amount Amount
	05/24/18	HR-PP11 05/29/18 NATIONWIDE RE	9002994 1,800 150		
		Total	9002994 32,41	12.03 32,41	12.03
	05/31/18	Check * Issued	9002988		32,412.03
NITAO, SHAWI	N				
	05/03/18	FY17/18 WELLNESS REIMBURSEMENT	050318	87.70	87.70
	05/09/18	Check * Issued	143087		87.70
	05/15/18	REIMB MEALS FOR TRUCK DELIVERY	051518	26.90	26.90
	02/16/18	01/17-02/16 REIMB CELL PHONE	2018-02	45.00	45.00
	03/16/18	02/17-03/16 REIMB CELL PHONE	2018-03	45.00	45.00
	04/16/18	03/17-04/16 REIMB CELL PHONE	2018-04	45.00	45.00
	05/16/18	04/17-05/16 REIMB CELL PHONE	2018-05	45.00	45.00
	05/23/18	Check * Issued	143396		206.90
NUNEZ, JOSE					
1101122, 0002	05/17/18	6/14 POSTSUB SEARCH WARRANT -	061418	45.00	45.00
	05/23/18	Check * Issued	143267	40.00	45.00
OFFICE DEPO	r				
OFFICE DEPO	ı 04/11/18	SUPPLIES	405400004004	407.00	407.00
	04/11/18	SUPPLIES	125188824001 132154040001	427.30	427.30
	05/23/18			15.00	15.00
	03/23/16	Check * Issued	143378		442.30
OFFICER SUR	/IVAL SOLUTION	NS			
	04/26/18	TRAUMA PLATE PACK GEN II	1063-568	4,350.00	4,350.00
	05/23/18	Check * Issued	143379		4,350.00
OLSEN, HEATH	IER				
	05/15/18	6/4-6 TRAVADV 2018 AXIOM CONFR	060418	46.00	46.00
	05/23/18	Check * Issued	143261		46.00
PACIFIC TELF	MANAGEMENT S	ERVICE			
	04/26/18	MAY18 PUBLIC PAY PHONE	984770	35.00	35.00

	Inv./Chq. Date		Inv./Chq. Fnc./	nv. Inv. Pa	aid Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amount	Amount Amount
	05/09/18	Check * Issued	143184		35.00
PALM SPRING	S AUTO GLASS &	rint.			
	04/18/18	TINT WINDOW-FM M27	54785	189.00	189.00
	04/18/18	TINT WINDOW-FM M22	54786	169.00	169.00
	05/09/18	Check * Issued	143185		358.00
	05/07/18	VEHICLE WINDOW TINTING	54991	289.00	289.00
	05/23/18	Check * Issued	143380		289.00
DALM CDDING	e Motobe inic				
FALIVI SFRING	S MOTORS, INC. 05/08/18	VIN:FTEW1EP5JKE07706	VIN07706	34,378.10	34,378.10
	05/23/18	Check * Issued	143275	34,376.10	34,378.10
	00,20,10	Silvedia included	110210		04,570.10
	04/10/18	VEHICLEMAINT/REPAIRS C-18	470312	151.04	151.04
	04/18/18	VEHICLEMAINT/REPAIRS C-72	470857	502.09	502.09
	04/19/18	VEHICLEMAINT/REPAIRS C-23	470936	1,891.98	1,891.98
	04/19/18	VEHICLEMAINT/REPAIRS C-21	471190	59.77	59.77
	04/19/18	VEHICLEMAINT/REPAIRS D-12	471218	36.75	36.75
	04/23/18	VEHICLEMAINT/REPAIRS C-70	471497	892.09	892.09
	04/24/18	VEHICLEMAINT/REPAIRS C-16	471659	15.00	15.00
	04/27/18	VEHICLEMAINT/REPAIRS COP-37	471835	19.95	19.95
	05/01/18	VEHICLEMAINT/REPAIRS D-49	472272	109.30	109.30
	05/04/18	VEHICLEMAINT/REPAIRS C-70	472403	504.31	504.31
	05/04/18	VEHICLEMAINT/REPAIRS COP-25	472525	46.75	46.75
	05/10/18	VEHICLEMAINT/REPAIRS D-07	472898	651.08	651.08
	05/01/18	VEHICLEMAINT/REPAIRS D-09	827090	22.13	22.13
	05/23/18	Check * Issued	143381		4,902.24
PARKHOUSE 1	TRE INC.				
	04/23/18	VEHICLE MAINT-TIRES D-49	2030165082	576.15	576.15
	04/23/18	VEHICLE MAINT-TIRES 2011-CHEVY	2030165083	614.70	614.70
	05/02/18	VEHICLE MAINT-TIRES C-16	2030165398	329.55	329.55
	05/08/18	VEHICLE MAINT-TIRES	2030165546	164.78	164.78
	05/23/18	Check * Issued	143382		1,685.18
DADMAN OUD	ie.				
PARMAN, CHR	05/07/18	4/16-19 TRAV ADVSAFETY SEMINAR	0.415.40	100.00	100.00
	05/07/16	Check * Issued	041518 143072	180.00	180.00
	00108110	Olleck Issued	173V/Z		180.00

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Number	Fnc./Inv. Amou	Inv. Paid nt	Check * Amount Amount
	10/19/17	SUPPLIES-SPOOKTACULAR	10	1917	10.86	10.86
	05/09/18	Check * Issued	143123	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10.00	10.86
	05/16/18	FY17/18 WELLNESS REIMBURSEMENT		051618	000 00	000.00
	05/10/18	Check * Issued	143235	001010	206.30	206.30 206.30
			. 10200			200.00
PAYCHEX MA	JOR MARKET SEF	RVICES				
	04/27/18	PAYROLL FEES: 479-M252	3169	71 983	.28	983.28
	05/10/18	PAYROLL FEES: 479-M252	3174			979.20
	05/23/18	Check * Issued	143383			1,962.48
						1,002.70
PAYCHEX-TAX	ŒŜ					
	05/01/18	HR-PP09 05/01/18 TAXES	900297	2 100,024.	38	
				28,705.57		
				750.98		
				41,351.92		
		Total	9002972	170,832.85	170,832.	85
	05/31/18	Check * Issued	9002989			170,832.85
	05/15/18	HR-PP10 05/15/18 TAXES	900298	1 97,467,	5	
				26,168.73		
				821.55		
				39,737.90		
		Total	9002981	164,195.33	164,195.	33
	05/31/18	Check * Issued	9002990			164,195.33
	05/29/18	HR-PP11 05/29/18 TAXES	9002992	2 112,021.	75	
				25,949.46		
				1,004.36		
				45,020.42		
		Total	9002992	183,995.99	183,995.	99
	05/31/18	Check * Issued	9002991			183,995.99
PENTEGRA SE	RVICES INC					
	05/01/18	HR-PP09 05/01/18 PENTEGRA	90029	977 5,141	.65	
				830.83		

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Fr Number	nc./Inv. Ir Amount	nv. Paid Che Amour	
		Total	9002977 5	5,972.48	5,972.48	
	05/31/18	Check * Issued	9002992			5,972.48
	05/15/18	HR-PP10 05/15/18 PENTEGRA	9002986 8	35,141.65 830.83		
		Total	9002986 35	5,972.48	35,972.48	
	05/31/18	Check * Issued	9002993			35,972.48
PHILLIPS, KE	VIN					
T TILLII O, IXL	05/15/18	6/11-12POSTSUBPERISHABLESKILLS	0611	18 28.	00 2	28.00
	05/23/18	Check * Issued	143268			28.00
	05/17/18	6/14 POSTSUB SEARCH WARRANT -	0614	18 45.	00 4	15.00
	05/23/18	Check * Issued	143269			45.00
	05/15/18	6/8-10 POSTSUB DRUGRECOGNITION	0608	318 42	.00	42.00
	05/23/18	Check * Issued	143270			42.00
POWERS AW	ARDS 04/19/18	NAME BADGE	139897	m11		
	04/10/10	MAINE BADGE		16.05		
		Total	139897	16.16	16.16	
	04/25/18	WALLHOLDER NAMEPLATE	13993	.2	8	
				39.59		
		Total	139930	39.87	39.87	
	05/23/18	Check * Issued	143384			56.03
DBAVAID DIG	TRIBUTIONS					
PRAXAIR DIS	04/22/18	CYLINDER RENTAL	82554057	266.04	266.0	ı.A
	05/09/18	Check * Issued	143186	200.04	200.0	266.04
PREMIER SEC				<u>.</u>		
	04/19/18 05/09/18	FIREALARM SVC Check * Issued	18742 143187	647.60	647.60	
	00/08/10	Officer Issued	143107			647.60

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Fnc./In Number	v. Inv. Paid Amount	f Check * Amount Amount
PROFORMA S	SOCAL				
1110101111111	05/10/18	INSPECTION DOOR HANGARS	0H49007700	153.23	153.23
	05/23/18	Check * Issued	143385	750.20	153.23
PRUDENTIAL	OVERALL SUPPL	Υ			
	04/24/18	JANITORIAL SUPPLIES	22599114	106.60	106.60
	04/24/18	GROUNDS UNIFORM RENTALS	22599115	38.87	38.87
	04/24/18	STREETS UNIFORM RENTALS	22599116	142.37	142.37
	05/01/18	JANITORIAL SUPPLIES	22602669	117.45	117.45
	05/01/18	GROUNDS UNIFORM RENTALS	22602671	38.87	38.87
	05/01/18	STREETS UNIFORM RENTALS	22602677	111.17	111.17
	05/09/18	Check * Issued	143188		555.33
	05/08/18	JANITORIAL SUPPLIES	22606284	243.62	243.62
	05/08/18	GROUNDS UNIFORM RENTALS	22606285	38.87	38.87
	05/08/18	STREETS UNIFORM RENTALS	22606286	91.96	91.96
	05/15/18	GROUNDS UNIFORM RENTALS	22609673	38.87	38.87
	05/15/18	STREETS UNIFORM RENTALS	22609677	91.96	91.96
	05/23/18	Check * Issued	143386		505.28
PS TREE SER	VICE & MAINTENA	ANCE			
	04/19/18	PALMTREETRIM-DATEPALM/GERFORD	2278	190.00	190.00
	04/20/18	GEN CLEANUP@CATHEDRAL CANYON	2279	975.00	975.00
	04/25/18	PALMTREETRIM-RAMONRD ISLAND	2280	3,130.00	3,130.00
	04/26/18	TREEREMOVAL-TORTUGA/DATEPALM	2281	795.00	795.00
	04/26/18	VERONA-SAND REMOVAL	2282	5,400.00	5,400.00
	04/26/18	VERONA-SAND REMOVAL	2283	900.00	900.00
	04/28/18	APR18 LANDSCAPE MAINT-LLD 1&19	2284	1,200.00	1,200.00
	04/28/18	APR18 LANDSCAPE MAINT-LLD'S	2285	4,350.00	4,350.00
	04/28/18	AR18 LANDSCAPE MAINT-LLD15&18	2286	1,400.00	1,400.00
	04/28/18	APR18 RET BASIN SVC	2287	550.00	
			3,350.00)	
			650.00	0	
		Total	2287 4,550.0	00 4,550.0	0
	04/28/18	APR18 FACILITIES GROUNDS	2288	6,450.00	6,450.00
	04/28/18	APR18 PARKING GARAGE	2289	975.00	975.00
	04/28/18	APR18 CURC LOT NEXT TO BELL TW	2290	1,275.00	1,275.00
	05/01/18	TWN SQR-REPLACE VALVES	2291	225.00	225.00
	05/09/18	Check * Issued	143189		31,815.00

	Inv./Chq. Date			Inv./Chq.	Fnc./li	nv. fnv. P	aid Check	*
Supplier	MM/DD/YY F	nc. Des	scription	Numb	er	Amount	Amount	Amount
	05/01/18	VEROI	NA-SAND REMOVAL		2292	975.00	975.00	
	05/01/18		CHINO&DATEPALM-SAND REMOV		2292			0
	05/02/18		AUBLVD-SAND REMOVAL		2294	1,575.00	1,575.00	U
	05/02/18		OPE/VARNER-CLEANUP		2295	1,295.00		
	05/02/18		NA-CHAIN LINK FENCE		2295	675.00	1,295.00	
	05/03/18		BELL TWR-MODIFY SPRINKLERS		2290	950.00	675.00 950.00	
	05/07/18		ALL-RELOCATE PALM TREE		2298	4,300.00	4,300.00	
	05/10/18		EDRALCYN-CLEAN UP		2299	1,495.00	1,495.00	
	05/14/18		GIRLS CLUB		2300	1,250.00		
	05/14/18		PALM ISLANDS		2300	975.00	1,250.00	
	05/16/18		S LLD 5 TAPESTRY		2302		975.00	
	05/16/18		LLD 16B CENTURY PARK		2302	1,558.00 2,698.00	1,558.00 2,698.00	
	05/16/18		MONTHLY SVC		2303	Ť	2,698.00	
	03/10/10	IVIATIO	INIONTALI 3VC		1,200.0	3,025.00		
					1,200.0	50		
			Total	2304	4,225	00 433	5.00	
	05/16/18	MAY18	GEN CLEANUP SVC	2004	2305	3,725,00	.5.00	
	00,10,10	1417 11 10	OLIVOLE, MO. OVO		975.0	ŕ		
					370.	30		
			Total	2305	4,700	00 470	0.00	
	05/23/18		Check * Issued	143387		4,70	28,14	6.00
				. 1000.			20,17	0.00
PVP COMMU	NICATIONS, INC.							
	04/30/18	HELME	ET COMMUNICATIONS&KIT		123887	2.56		
					1,119.7			
					.,			
			Total	123887	1,122		22.29	
	05/23/18		Check * Issued	143388	•	.,	1,12	2.29
							.,	
QUALITY STR	REET SERVICE							
	05/10/18	MAY18	PRKG LOT SWEEPING SVC		25116	495.00	495.00	
	05/23/18		Check * Issued	143389				5.00
								2100
QUEST SOFT	WARE INC.							
	04/24/18	3/31-18	-3/31/19 MAINT RENEWAL	10008	38953	2,716.73		
					905.5			
			Total	1000838953	3,62	2.30 3,6	22.30	
	05/09/18		Check * Issued	143190		·	3,622	2.30

	Inv./Chq. Date		Inv./Chq. Fnc./Inv	v. Inv. Paid	d Check *
Supplier	MM/DD/YY Fr	nc. Description	Number	Amount	Amount Amount
QUINTERO, LIA	ANNA				
	05/02/18	5/21-25 POSTSUB ADV GEOGRAPHIC	052118	225.00	225.00
	05/09/18	Check * Issued	143083		225.00
RAMIREZ, ALE.					
	04/11/18	256567 DEPOSIT REFUND	256567	100.00	100.00
	05/09/18	Check * Issued	143107		100.00
	.1				
RAMIREZ, JUAN		EIAE AT DOCTOUR DARER OREDATOR	054540	4-0	450.04
	05/02/18	5/15-17 POSTSUB RADER OPERATOR	051518	158.00	158.00
	05/02/18	5/18 POSTSUB RADAR LASER OP	051818	22.00	22.00
	05/09/18	Check * Issued	143164		180.00
RIOS, JOSE					
11100,0002	04/02/18	256463 DEPOSIT REFUND	256463	100.00	100.00
	05/23/18	Check * Issued	143356	100.00	100.00
	00120710	Shook Issued	140000		100.00
RIVERSIDE CN	TY LAW ENFORCI	EMENT			
	05/21/18	2018 MEMBERSHIP DUES	2018-0521	250.00	250.00
	05/23/18	Check * Issued	143390		250.00
RIVERSIDE CN1	TY RECORDER,				
	03/01/18	MAR18 RECORDING FEES	18-61687	88.00	88.00
	03/02/18	MAR18 RECORDING FEES	18-62713	66.00	66.00
	03/09/18	MAR18 RECORDING FEES	18-71621	44.00	44.00
	03/14/18	MAR18 RECORDING FEES	18-75351	12.00	12.00
	03/26/18	MAR18 RECORDING FEES	18-87501	80.00	80.00
	03/28/18	MAR18 RECORDING FEES	18-90644	22.00	22.00
	05/09/18	Check * Issued	143191		312.00
	04/05/40	4 D D 4 0 D 5 0 D D 1 1 0 D 5 0 D			
	04/05/18	APR18 RECORDING FEES	18-100299	88.00	88.00
	04/09/18	APR18 RECORDING FEES	18-105345	22.00	22.00
	04/16/18	APR18 RECORDING FEES	18-112232	44.00	44.00
	04/20/18	APR18 RECORDING FEES	18-118907	66.00	66.00
	05/23/18	Check * Issued	143391		220.00

Inv./Chq. Date Supplier MM/DD/YY F	nc. Description	Inv./Chq. Fnc./Inv. Number /		Check * Amount Amount
RIVERSIDE COUNTY AUDITOR				
04/30/18	APR18 PARKING CITATION FEES	2018-04	2,410.00	2,410.00
05/09/18	Check * Issued	143192		2,410.00
RIVERSIDE COUNTY FIRE CHIE	FS			
04/23/18	FY17/18 MEMBERSHIP DUES	18-012	300.00	300.00
05/09/18	Check * Issued	143193		300.00
RIVERSIDE COUNTY FLOOD CO	ONTROL			
09/27/17	ADD'L DEPOSIT DPBW 8914	FC0000016190	500.00	500.00
04/19/18	FY17/18 NPDES COST SHARING	FC0000016488	26,898.77	26,898.77
04/24/18	MAR18 WWBT RT BANK ENCROACHMNT	FC16509	105.86	105.86
05/09/18	Check * Issued	143194		27,504.63
RIVERSIDE COUNTY SHERIFF D	DEPT			
05/15/18	6/11-12POSTUITPERISHABLESKILLS	061118	168.00	168.00
05/23/18	Check * Issued	143276		168.00
05/15/18	5/16-17POSTUITPERISHABLESKILLS	051618	168.00	168.00
05/23/18	Check * Issued	143277		168.00
05/15/18	6/11-12POSTUITPERISHABLESKILLS	061118-B	576.00	576.00
05/23/18	Check * Issued	143278		576.00
05/15/18	6/13-14POSTUITPERISHABLESKILLS	061318	252.00	252.00
05/23/18	Check * Issued	143279		252.00
05/15/18	6/5-7 POSTUIT FTO UPDATE CRS	060518	125.00	125.00
05/23/18	Check * Issued	143280		125.00
ROBERTS, MARGARET GALE				
05/23/18	5/3-4 TRAV EXP FIRE DISPATCH	050318-B	106.22	106.22
05/23/18	Check * Issued	143273		106.22
ROBLES, MARK				
05/17/18	6/14 POSTSUB SEARCH WARRANT -	061418	45.00	45.00
05/23/18	Check * Issued	143274	.5.00	45.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Ar		Check * Amount Amount
RODRIGUEZ,	CARLOS 05/03/18 05/23/18	REIMB INTERVIEW PANEL LUNCH Check * Issued	05 143233	50318	62.73	62.73 62.73
S.C.R.A.P. GA	LLERY					
	04/30/18	ENV ED SVCS	27	4,500	0.00 4,500	0.00
	05/09/18	Check * Issued	143196			4,500.00
SAM'S CLUB I	DIRECT					
	05/01/18	SUPPLIES-PW	5107 - B	104.33	.95-	
		Total	5107-B	103.38	103.38	
	04/04/18	SUPPLIES-CIV CTR	5107-B 6424		.34-	
				37.34		
		Total	6424	37.00	37.00	
	04/18/18	SUPPLIES-PW	8948		44-	
				161.09		
		Total	8948	160.65	160.65	
	03/24/18	NONDEP-ANNUAL ADMIN FEE	CF1	18032	50.00	50.00
	05/09/18	Check * Issued	143197			351.03
	05/21/18	NDDES MTG SUPPLIES	557	79	31.20	31.20
	05/08/18	SUPPLIES-PW	8528	, ,	.58-	31.20
				160.34		
					-0	
	05/23/18	Total Check * Issued	8528 143393	159.76	159.76	100.00
	00/23/10	Offect Issued	143393			190.96
SAME DAY EX	(PRESS					
	04/28/18	HOMELESS CAMP CLEAN-UP	0412	218-B	1,600.00	1,600.00
	04/27/18	HOMELESS CAMP CLEAN-UP		2418	3,190.00	3,190.00
	04/27/18	SPECIAL PROJ-LANDFILL,BRIDGE,	042	518	390.00	
				1,950.00		
		Total	042518	2,340.00	2,340.00	
	04/27/18	BULKY ITEMS PROPERTY PICKUP		2618	4,070.00	4,070.00

Inv./Cho	q. Date	Inv./Chq. Fnc./In	v. Inv. Paid	d Check *
Supplier MM/	DD/YY Fnc. Description	Number	Amount	Amount Amount
04/2	7/18 BULKY ITEMS PROPERTY PICKUP	042718	3,919.00	3 010 00
05/09		143198	3,919.00	3,919.00 15,119.00
	3.030	710100		13,119.00
05/12	2/18 BULKY PROPERTY PICKUP/DELIVERY	051018	1,830.00	1,830.00
05/12	2/18 BULKY ITEMS PROPERTY PICKUP	051118	4,270.00	4,270.00
05/12		051218	3,390.00	3,390.00
05/23	3/18 Check * Issued	143394		9,490.00
SAN DIEGO COUNTY S	SHERIFF'S			
10/04		101617	23.00	23.00
05/09	0/18 Check * Issued	143199		23.00
SAN DIEGO REGIONAL		004440		
05/17 05/23		061418	475.00	475.00
09/23	3/18 Check * Issued	143283		475.00
CANELL IDDO LADDY				
SANFILLIPPO, LARRY 09/24	1/17 9/24-29 TRAVEXPNTOACONFR MEALS	092417-В	28.06	28.06
05/09		143170	20.06	28.06
33,755		110170		20.00
SBSD-EVOC TRAINING	CENTER			
05/15	5/18 5/29-6/6 POSTUIT & MOTORCYCLE	052918	4,750.00	4,750.00
05/23	Check * Issued	143284		4,750.00
05/15	/18 6/11-22 MOTORCYCLE CRS FUEL	061118	100.00	100.00
05/23	/18 Check * Issued	143285		100.00
SCHROEDER, RYAN	//A			
05/15		052918	287.00	287.00
05/23	/18 Check * Issued	143281		287.00
05/15	/18 6/11-22 POSTSUB MOTORCYCLE CRS	061118	388.00	388.00
05/23	/18 Check * Issued	143282		388.00
SCOTT FAZEKAS & AS	SOC, INC.			
02/28	/18 FEB18 PLAN CHECK BAL DUE	20009-В	8,538.04	8,538.04
04/30	/18 APR18 PLAN CHECK SVCS	20126	825.00	825.00

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Number	Fnc./lnv.	Inv. Paid mount	d Check * Amount Amount
	05/23/18	Check * Issued	143395			9,363.04
SERRANO, CYI	NTHIA					
	04/09/18	256529 DEPOSIT REFUND	256	529	100.00	100.00
	05/09/18	Check * Issued	143130			100.00
SERRATO & AS	SOCIATES, INC.					
	05/17/18	06/06 POSTUIT GANGSEARCHWARRAN		060618	150.00	150.00
	05/23/18	Check * Issued	143286			150.00
SHOTTENKIRK	CA PROPERTIES	LLC				
	05/01/18	JUN18 APN:687-030-051.055 LSE	FY18-12	001 9	,245.00	9,245.00
	05/23/18	Check * Issued	143397			9,245.00
SHRED-IT USA	LLC					
	03/31/18	MAR18 SHREDDING SVCS	81244	44939	595.78	
				180.46		
				145.20 1,705.43		
		Total	8124444939	2,626.8	7 2,626	5.87
	05/09/18	Check * Issued	143201			2,626.87
	04/30/18	MAR18 SHREDDING SVCS	81246	50791	485.55	
				184.46		
				96.80		
				1,831.00		
		Total	8124650791	2,597.8	2,597	.81
	05/23/18	Check * Issued	143398			2,597.81
SIEMENS INDUS	STRY, INC.					
	12/01/17	VISTACHINO&LANDAU-INSTALL LED	561010	0095-13	1,680.00	1,680.00
	12/01/17	VISTACHINO&QUINTANA-INSTALL LE	561010	0095-14	2,490.00	2,490.00
	12/01/17	PEREZ&CATHCYN-INSTALL LED	561010	095-15	1,660.00	1,660.00
	12/01/17	PLMCYN&OFFJGIBSON-INSTALL LED		10095-16	3,320.00	3,320.00
	05/23/18	Check * Issued	143399			9,150.00

Supplier	Inv./Chq. Date MM/DD/YY F	rnc. Description	Inv./Chq. Fnc./li Number	nv. Inv. Pai Amount	id Check * Amount Amount
SIGNARAMA	03/28/18	PS AIRPORT GENERAL MKTG	89836 177.	1.63- 64	
		Total	89836 176	5.01 176	3.01
	05/09/18	Check * Issued	143202		176.01
SIQUEIROS, CI	HARLES				
01402100, 01	05/03/18	FY17/18 TUITION REIMBURSEMENT	050318	681.40	681.40
	05/09/18	Check * Issued	143071	001.10	681.40
	00,00,10	Onesia lissaed	110071		001.40
SMART SHOP,					
	05/08/18	SKATEBOARD DETERRENT-CIV CTR	7256	1,275.00	1,275.00
	05/23/18	Check * Issued	143416		1,275.00
SMITH PIPE & S	SUPPLY COMPAN	NY			
	04/19/18	SUPPLIES-PD	3276746	11.18	11.18
	05/09/18	Check * Issued	143203		11.18
	05/01/18	IRRIG SUPPLIES - RAMON MEDIAN	3282517	424.89	424.89
	05/23/18	Check * Issued	143400		424.89
SOCAL GRAFIX	(
	05/09/18	VEHICLE MAINT-REMOVE DECALS	1079	120.00	120.00
	05/23/18	Check * Issued	143401		120.00
SOUTH COAST	AIR QUALITY MO	GMT			
THINK = 10	04/17/18	AQMD FEE FY 17 18	3270607	128.61	128.61
	05/09/18	Check * Issued	143088		128.61
					123.01
	04/17/18	AQMD FEE FY 17 18	3270606	128.61	128.61
	05/09/18	Check * Issued	143089		128.61
	05/04/18	LIQUID FUEL DISPENSING SYSTEM	3279421	120.26	120.26
	05/04/18	FY18/19 FLAT FEE FOR EMISSIONS	3281526	131.79	131.79
	05/23/18	Check * Issued	143402		252.05

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	Inv./Chq. Number	Fnc./Inv. Amount	Inv. Paid Chec Amount	
SOUTHERN C	CALIFORNIA EDISC	NC				
	04/24/18	03/20-04/19 Electrical Charges	MISC-180509-A	180.12	180.12	
	05/09/18	Check * Issued	143090		.00.12	180.12
	04/24/18	03/01-04/01 LLD Lamps&lrrig el	9074-1803B	195.57		
				1,177.50		
		Total	9074-1803B	1,373.07	1,373.07	
	05/09/18	Check * Issued	143091			1,373.07
	04/25/18	03/01-04/01 Outdoor Electric	7698-1803	395.97		
				49.82		
				336.48		
			2			
	0=100110	Total	7698-1803	782.27	782.27	
	05/09/18	Check * Issued	143092			782.27
	04/25/18	03/21-04/20 68700 AVE LALO GUE	CITY 19	04 3 600 06	2 000 00	
	05/09/18	Check * Issued	CITY-18 143093	04 3,699.06	3,699.06	
	03/09/16	Check Issued	143093			3,699.06
	05/05/18	04/04-05/03 Signals&OutdoorEle	6909-1804	4,776.98		
				4,094.80		
				663.43		
				873.85		
		Total	6909-1804	10,409.06	10,409.06	
	05/09/18	Check * Issued	143094			10,409.06
	05/06/18	04/03-05/02 Street/OutdoorElec	0005-1804	1,508.86	1,508.86	
	05/09/18	Check * Issued	143095			1,508.86
	05/03/18	04/03-05/02 Electrical Charges	MISC-180509-B	1,316.74	1,316.74	
	05/09/18	Check * Issued	143096			1,316.74
	05/08/18	04/01-05/01 Street Lamps	9690-1804	22.25		
	03/00/10	04/01-05/01 Street Lamps	9090-1604	8,674.71		
				4,127.44		
				·, 141.77		
		Total	9690-1804	12,824.40	12,824,40	
	05/23/18	Check * Issued	143288	• • • •		12,824.40
						, -
	05/16/18	04/16-05/15 Electrical Charges	MISC-180523	57.83		

Supplier	Inv./Chq. Date MM/DD/YY F	Fnc. Description	inv./Chq. Fnc. Number	/Inv. Inv. I Amount	Paid Check * Amount Amount
			33	3.40	
	05/23/18	Total Check * Issued	MISC-180523 143289	91.23	91.23 91.23
	05/08/18 05/23/18	04/07-05/07 FIRE DEPT. ELECTRI Check * Issued	32100-1804 143290	1,314.24	1,314.24 1,314.24
SOUTHERN C	ALIFORNIA GAS (CO.			
	05/04/18 05/09/18	04/01-05/01 NAT GAS VEH FUEL Check * Issued	050418 143204	103.96	103.96 103.96
SOUTHWEST	BOULDER AND S	TONE			
	03/01/18	SUPPLIES-VISTA CHINO PROJECT	42261	506.73	506.73
	03/01/18	SUPPLIES-VISTA CHINO PROJECT	43443	772.53	772.53
	03/06/18	SUPPLIES-VISTA CHINO PROJECT	44303	417.26	417.26
	05/09/18	Check * Issued	143205		1,696.52
SPARKLETTS					
	04/26/18	04/01-04/30 PUBLIC WORKS WATER	15159960042618	151.37	151.37
	05/09/18	Check * Issued	143206		151.37
SPRINT					
OFTAIN	04/22/18	03/19-04/18 PW CELL PHONES	259345025-189	37.43	
			167	7.08	
	05/09/18	Total Check * Issued	259345025-189 143097	204.51	204.51 204.51
	04/29/18	03/26-04/25 MIS CELL PHONES	846388101-125	154.52	154.52
	05/09/18	Check * Issued	143207		154.52
	05/11/18	04/08-05/07 CELL SVC	718076329-175	298.91	298.91
	05/23/18	Check * Issued	143291		298.91
ST. FRANCIS E	I FCTRIC				
ST, I IMNOIS E	04/30/18	APR18 TRAF SIGNAL MAINTENANCE	1657053	3,826.00	3,826.00
	04/30/18	APR18 TRAF SIGNAL MAINTENANCE	1657054	•	8,452.60
			.557.001	3, 102.00	0, 102.00

	Inv./Chq. Date		Inv./Chq. Fnc./	lnv. lnv.	Paid Check *
Supplier	MM/DD/YY I	Fnc. Description	Number	Amount	Amount Amount
	04/30/18	APR18 TRAF SIGNAL CALL OUTS	1657055	3,050.00	3,050.00
	05/23/18	Check * Issued	143403	0,000.00	15,328.60
	00,20,10	3/100K 105000	140400		15,526.00
STAPLES AD	VANTAGE				
	03/22/18	OFFICE & CLEANING SUPPLIES-FD	2045388591	85.40	85.40
	03/22/18	SUPPLIES-FD	2045662481	13.43	13.43
	04/04/18	TONER-FD	2055314861	356.69	356.69
	04/04/18	TONER & SUPPLIES-FD	2055409361	231.27	231.27
	04/20/18	SUPPLIES-CIV CTR	3375534706	364.57	364.57
	04/21/18	SUPPLIES-CIV CTR	3375702553	10.59	10.59
	04/23/18	FIRST AID SUPPLIES	3375999597	12.01	12.01
	04/27/18	SUPPLIES-FD	3376159781	142.84	142.84
	05/09/18	Check * Issued	143208		1,216.80
	04/05/18	SUPPLIES-PD	3373973337	182.32	182.32
	04/25/18	HR SUPPLIES	3375999595	118.79	118.79
	04/26/18	SUPPLIES-PD	3376080834	228.66	228.66
	04/26/18	SUPPLIES-PD	3376080835	6.41	6.41
	05/09/18	SUPPLIES-EC DEV	3377661055	10.82	10.82
	05/10/18	SUPPLIES-CODE	3377737075	59.36	59.36
	05/11/18	SUPPLIES-NONDEPT	3377815290	11.31	11.31
	05/12/18	SUPPLIES-CIV CTR	3377982390	281.14	281.14
	04/26/18	SUPPLIES-PD ADMIN	7196630312	71.17	
	05/23/18	Check * Issued	143404	71.17	71.17
	03/23/16	Crieck Issued	143404		969.98
07.01.50.00	FDIT DI ANI				
STAPLES CR	04/24/18	SUPPLIES	9786276379	106.97	106.97
	05/09/18	Check * Issued	143209	100.97	106.97
	00/00/10	ONDOK 133dCd	143203		100.97
	04/12/18	INK CARTRIDGES-BLDG	2062034211	95.68	95.68
	05/08/18	MIS SUPPLIES-BATTERIES	66258	62.23	62.23
	05/08/18	SUPPLIES-MIS	82741	17.79	17.79
	05/23/18	Check * Issued	143405		175.70
STATE DISBU	IRSEMENT UNIT				
	05/01/18	HR-PP09 05/01/18 STATE DISBURS	9002979	563.07	
			126.	92	
			95.	19	
		Total	9002979 78	5.18	785.18

İ	nv./Chq. Date		Inv./Chq.	Fnc./Inv.	Inv. Paid	Check *
Supplier	MM/DD/YY F	nc. Description	Number	Amou	unt Am	nount Amount
	05/31/18	Check * Issued	9002994			785.18
	05/15/18	HR-PP10 05/15/18 STATE DISBURS	90029	988 50	63.07	
	00/10/10	THE TO GOT IS TO STATE DISBOTTO	0002	126.92	00.01	
				95.19		
				1,615.38		
		Total	9002988	2,400.56	2,400.56	
	05/31/18	Check * Issued	9002995			2,400.56
	05/29/18	HR-PP11 05/29/18 STATE DISBURS	90029	997 50	63.07	
	00/20/10	111111111111111111111111111111111111111	0002	126.92	00.01	
				95.19		
				1,615.38		
		Total	9002997	2,400.56	2,400.56	
	05/31/18	Check * Issued	9002996			2,400.56
STATE OF CALL	F DEPT OF JUST	TICE .				
	04/25/18	JAN-MAR18 CLETS	298890	•	•	6.98
	05/03/18	APR18 LIVESCAN FINGERPRINT		1,0	024.00 1	,024.00
	05/23/18	Check * Issued	143406			2,900.98
STATE OF CALI	FORNIA					
011112 01 01121	05/01/18	Ref #: 550638512	050118C	1,162.09	1,162.0	9
	05/09/18	Check * Issued	143098	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1,162.09
						.,
	05/15/18	Ref #: 550638512	051518C	1,026.83	1,026.8	3
	05/23/18	Check * Issued	143294			1,026.83
074751414755	DECOURAGE AS	NATE OF				
STATE WATER			OW 0450	754 5	00.00	500.00
	04/05/18	PRD APPLICATION FEE Check * Issued	SW-01527	/54 50	68.00	568.00
	05/09/18	Check " Issued	143210			568.00
STEAM-N-CLEA	N					
	04/27/18	STEAM CLEAN- BATHROOM FLOOR	4	412249	400.00	400.00
	05/09/18	Check * Issued	143211			400.00
	05/04/18	STEAM CLEAN-BATHRM FLR CIV CTR	4	12245	400.00	400.00

Supplier	Inv./Chq. Date MM/DD/YY	Fnc. Description	Inv./Chq. F Number	Fnc./Inv. Amou		Paid Ch Amou	neck * unt Amount
	05/23/18	Check * Issued	143407				400.00
STERICYCLE,							
	05/01/18	MAY18 BIOHAZARD DISPOSAL SVC	3004239	9987	279.1	19	279.19
	05/23/18	Check * Issued	143408				279.19
STEVEN ENTE	ERPRISES, INC						
	05/09/18	CANON MAINTENANCE KIT	396086-1		37.17		
				37.16 37.17			
				37.17			
		Total	396086-IN	111.50		111.50	
	05/10/18	FILM FOR PLOTTER	396136-IN	83.	60		
				83.59			
				83.59			
		Total	396136-IN	250.78		250.78	
	05/10/18	PAPPER FOR PLOTTER	396197-IN	8 1	6.90		
				86.89			
				86.90			
		Total	396197-IN	260.69		260.69	
	05/23/18	Check * Issued	143409				622.97
SUN BADGE C	OMPANY						
	05/11/18	BADGES	382116	160.80)	160.80	
	05/04/18	NAME PLATE	382550	17.6	9	17.69	
	05/23/18	Check * Issued	143410				178.49
SYED, ADNAN							
	04/30/18	FY17/18 WELLNESS REIMBURSEMENT	04	3018	282.1	17	282.17
	05/23/18	Check * Issued	143225				282.17
TERRA NOVA	PLANNING & RES	SEARCH					
	03/01/18	GENERAL PLAN UPDATE	TN12170	02 18,6	40.50	18,6	40.50
	05/09/18	Check * Issued	143212				18,640.50
	05/01/18	GENERAL PLAN UPDATE	TN12170	04 30,4	197.90	30,4	97.90

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fnc. Number	./Inv. Inv. Pa Amount	aid Check * Amount Amount
	05/23/18	Check * Issued	143411		30,497.90
TERREIRA, JO	SE LUIS				
	05/21/18	FD EVENT	052118	300.00	300.00
	05/23/18	Check * Issued	143266		300.00
TIME WARNER	1				
	04/18/18	05/01-05/31 CABLE SERVICE	16897041818	120.27	120.27
	04/20/18	04/30-05/29 DED INTENET ACCESS	378487042018	1,260.00	1,260.00
	04/22/18	05/01-05/30 SPECTRUM RECEIVER	52702042218	8.20	8.20
	05/09/18	Check * Issued	143213		1,388.47
TOPS N BARRI	CADES				
	04/19/18	SUPPLIES-PD	1067454	107.39	107.39
	05/09/18	Check * Issued	143214		107.39
	05/02/18	STREET SIGN	1067722	5,410.20	5,410.20
	05/03/18	STREET SIGN	1067732	3,376.63	3,376.63
	05/09/18	STREET SIGN	167856	455.61	455.61
	05/23/18	Check * Issued	143417		9,242.44
TRANSGENDE	R CMMTYCOALIT	TION			
	05/14/18	ART IN PUBLIC PLACES	2018-514	4,999.00	
			4,999	9.00-	
			4,999	9.00	
		Total	2018-514 4,9	99.00 4,99	9.00
	05/23/18	Check * Issued	143418	,,	4,999.00
TRANSUNION I	RISK & ALTERNA	TIV			
	05/01/18	APR18 SOFTWARE SUBSCRIPTION	3396121-04-1	8 60.50	60.50
	05/23/18	Check * Issued	143419		60.50
TRUPPELLI, GE	EORGE				
	05/12/18	JUN18 RETIREMENT	FY18-12001	1,427.34	1,427.34
	05/09/18	Check * Issued	143147		1,427.34

Supplier	Inv./Chq. Date MM/DD/YY F	nc. Description	Inv./Chq. Fn Number	c./Inv. Inv. Amount	Paid Check Amount	* Amount
TRUSTMARK V	OL BENEFIT SOL	.UTION				
	05/01/18	Payroll Deduction ID 5514	050118	110.70	110.70	
	05/09/18	Check * Issued	143215			110.70
	05/15/18	Payroll Deduction ID 5514	051518	110.70	110.70	
	05/23/18	Check * Issued	143420			110.70
TYLER TECHNO	OLOCIES INC					
TILLIN TECHNO	05/25/18	PHASE 1 IMPLEMENTATION	9002991	18,622.50	18,622.5	n
	05/31/18	Check * Issued	9002997	10,022.30		8,622.50
						0,022.00
UNDERGROUN	D SERVICE ALEF	RT				
	05/01/18	DIGALERT TICKETS	420180093	184.90	184.90	
	05/23/18	Check * Issued	143421			184.90
UNITED RENTA	LS NORTHWEST	, INC				
	04/23/18	VEHICLE MAINT-M16	156570631-001	40.66	40.66	
	05/09/18	Check * Issued	143216			40.66
UNITED WAY O	F THE DESERT					
0111122 17111 0	05/01/18	Payroll Deductions	050118	734.00	734.00	
	05/09/18	Check * Issued	143217	101.00	734.00	734.00
	05/15/18	Payroll Deductions	051518	734.00	734.00	
	05/23/18	Check * Issued	143422			734.00
URIBE, LUIS						
5111 <i>D</i> 2, 2510	05/16/18	FY17/18 WELLNESS REIMBURSEMENT	0516	318 400.0	00 400	0.00
	05/23/18	Check * Issued	143272	710 400.0	70	400.00
						3
VACATION REN	TAL COMPLIANC	DE LLC				
	04/30/18	APR18 SHORTTERM RENTAL PROGRAM		494 1,140.	.00 1,14	0.00
	04/30/18	MAY18 SHORT TERM RENTAL PROG		96 1,400.00	1,400.	00
	05/09/18	Check * Issued	143218		2	,540.00

	Inv./Chq. Date		Inv./Chq. Fnc./	lnv. Inv. P	aid Check *
Supplier	MM/DD/YY Fi	nc. Description	Number	Amount	Amount Amount
VALENZUELA,		OCCORD DEDOOIT DEFLIND	050050		
	04/23/18 05/09/18	256658 DEPOSIT REFUND Check * Issued	256658	100.00	100.00
	05/09/16	Check issued	143181		100.00
VALLEY LOCK	& SAFE				
	04/25/18	LOCK MAINT-CIV CTR	BW6337309	6.91	6.91
	04/30/18	LOCK MAINT-CIV CTR	BW6337458	7.35	7.35
	05/09/18	Check * Issued	143219		14.26
	05/03/18	KEYS-PD	147162	115.17	115.17
	05/23/18	Check * Issued	143423		115.17
VALLEY SMOG	& AUTO REPAIR				
VALLET SWOO	04/25/18	VEHICLE MAINT-SMOG CERT TF	96506	48.75	48.75
	05/23/18	Check * Issued	143424	40.73	48.75
	00.20				40.70
VELA, JESSE					
	05/02/18	5/8 TRAV ADV PEBT CERT CRS	050218	14.00	14.00
	05/23/18	Check * Issued	143354		14.00
\ (ED) = 0	. = 0.0				
VERIZON WIRE	04/10/18	03/11-04/10 MDC AIRCARDS	0005406460	4.040.00	4 040 00
	04/10/18	Check * Issued	9805186160 1 4 3101	1,212.80	1,212.80
	03/09/16	Crieck issued	143101		1,212.80
	05/10/18	04/11-05/10 CODE BROADBAND SVC	9806963960	190.05	190.05
	05/23/18	Check * Issued	143296	100.00	190.05
	05/02/18	04/03-05/02 FD CELL PHONES	9806446316	1,106.58	1,106.58
	05/23/18	Check * Issued	143297		1,106.58
	05/04/18	04/05-05/04 AIRCARDS	9806628849	1,406.37	1,406.37
	05/10/18	04/11-05/10 MDC AIRCARDS	9807036975	1,219.01	1,219.01
	05/23/18	Check * Issued	143425		2,625.38
VETERANS FOR	DEACE				
VETERANS FOR	05/22/18	MC-5/28 MEMORIAL DAY LUNCHEON	052818	22.00	22.00
	05/23/18	Check * Issued	143426	22.00	22.00
	32.24, 10				22.00

0.00 MAN

3,723,032.76 3,723,032.76

June 5, 2018

Supplier	Inv./Chq. Date MM/DD/YY Fr	nc. Description	Inv./Chq. Fno	c./Inv. Inv. F Amount	aid Check * Amount Amount
VOYAGER FLE	EET SYSTEMS INC 04/24/18	APR18 FUEL & CNG PURCHASE		18 528.69 71.46 42.35-	
	05/09/18	Total Check * Issued	869151506818 143221	1,357.80 1,	357.80 1,357.80
WELLDYNE RX	04/15/18 05/09/18	04/01-15 SHARP'S DISPOSAL PROG Check * Issued	SLS380898 143222	3 84.64	84.64 84.64
	04/30/18 05/23/18	04/16-30 SHARP'S DISPOSAL PROG Check * Issued	SLS382085 143427	3 137.46	137.46 137.46
WESTERN PUI	MР				
	04/10/18 05/23/18	APR18 DUSTO INSPECTION Check * Issued	W87770 143428	225.00	225.00 225.00
WITTMAN ENT	ERPRISES LLC				
	05/01/18 05/09/18	APR18 BILLING SERVICE Check * Issued	18040699 143223	5,480.00	5,480.00 5,480.00
ZOLL MEDICAL	CORP.				
	04/25/18	MONITOR SUPPLIES	2678225	1,165.83	1,165.83
	04/25/18	MONITOR SUPPLIES	2678587	177.80	177.80
	05/09/18	Check * Issued	143224		1,343.63
	05/03/18 05/15/18 05/23/18	MONITOR SUPPLIES MONITOR SUPPLIES Check * Issued	2682715 2689415 143429	1,034.65 1,588.41	1,034.65 1,588.41 2,623.06
					3,723,032.76 0.00 PPD

Total All Vendors

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100 1236	Travel Advances	148.00
100 2124	Prepaid Expenses	2,716.73
100 3122	Federal Income Tax Payable	390,337.04
100 3123	FICA Tax Payable	2,576.89
100 3124	State Income Tax Payable	126,110.24
100 3126	PERS Contribution	316,180.14
100 3128	Police Explorers	336.00
100 3130	Section 125 Benefit Plans	9,016.14
100 3131	United Way	1,468.00
100 3132	Garnishments	7,775.22
100 3133	CCPOA (Police Officers)	8,771.31
100 3134	CCPFA (Firefighters Assoc)	9,778.00
100 3136	AFSCME (Am Fed St Co & Muni Em	1,548.80
100 3138	ICMA 457 Def Comp Pretax	90,064.66
100 3139	Nationwide 457 Def Comp Pretax	90,478.95
100 3141	CURC Payable	11,059.50
100 3142	CCFMA (Fire Mgmt Assoc)	450.00
100 3143	CCPMA (Police Mgmt Assoc)	2,350.06
100 3144	ICMA 401(A) Def Comp Pretax	71,246.54
100 3150	Pentegra 457 Def Comp Pretax	41,944.96
100 3151	Nationwide Roth 457 Def Comp	450.00
100 3162	State Sales Tax Payable	113.83-
100 3163	County Sales Tax Payable	7.85-
100 3164	City Sales Tax Payable	9.72-
100 3360	Recreation Deposits	700.00
100 1118301	Maintenance & Operations	22.53
100 1118326	Equipment Leases - Operating	21.04
100 1128220	Advertising	259.60
100 1128301	Maintenance and Operations	22.53
100 1128326	Equipment Leases - Operating	21.04
100 1128610	Legal Fees	74.77
100 1218610	Legal Fees	15,032.37
100 1318301	Maintenance & Operations	22.53
100 1318326	Equipment Leases - Operating	21.04
100 1318401	Fleet Maintenance & Operations	45.00
100 1318701	Conference/Meeting/Training	88.00
100 1318706	Memberships	1,400.00
100 1328037	Wellness Program	2,027.88
100 1328201	Materials & Supplies	118.79
100 1328221	Noncapital Equipment-Computers	246.54
100 1328301	Maintenance and Operations	114.77

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100 1328326	Equipment Leases - Operating	105.20
100 1328601	Professional & Technical Svs	3,736.75
100 1328610	Legal Fees	2,565.54
100 1328621	Pre-employment Services	2,273.50
100 1328701	Conference/Meeting/Training	62.73
100 1328706	Memberships	895.50
100 1328707	Education Reimbursement	1,772.60
100 1338220	Advertising	1,177.64
100 1338301	Maintenance and Operations	37.28
100 1338326	Equipment Leases - Operating	21.04
100 1338658	Sponsorships	1,000.00
100 1338703	Meals	180.00
100 1408401	Fleet Maintenance & Operations	15.00
100 1418201	Materials & Supplies	447.74
100 1418220	Advertising	246.40
100 1418301	Maintenance and Operations	98.96
100 1418326	Equipment Leases - Operating	166.05
100 1418502	Telephone	57.64
100 1418601	Professional & Technical Svs	10,251.29
100 1418610	Legal Fees	3,795.57
100 1428201	Materials & Supplies	503.71
100 1428301	Maintenance and Operations	905.57
100 1428401	Fleet Maintenance & Operations	15.00
100 1428502	Telephone	154.52
100 1428503	Internet	1,268.20
100 1438201	Materials & Supplies	495.30
100 1438401	Fleet Maintenance & Operations	90.00
100 1438706	Memberships	351.00
100 1508401	Fleet Maintenance & Operations	174.18
100 1518201	Materials & Supplies	10.82
100 1518228	Printing Services	2,170.71
100 1518301	Maintenance and Operations	22.53
100 1518326	Equipment Leases - Operating	21.03
100 1518502	Telephone	45.00
100 1518601	Professional & Technical Svs	349.46
100 1518610	Legal Fees	1,823.85
100 1518658	Program Assistance	3,000.00
100 1518701	Conference/Meeting/Training	151.00
100 1528201	Materials & Supplies	207.67
100 1528220	Advertising	284.00
100 1528301	Maintenance & Operations	67.36

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400 4500000	For the settlement of the	44.50
100 1528326	Equipment Leases - Operating	41.52
100 1528610	Legal Fees	3,264.91
100 1528706	Memberships	133.00
100 1558201	Materials & Supplies	488.09
100 1558301	Maintenance and Operations	126.03
100 1558326	Equipment Leases - Operating	41.52
100 1558601	Professional & Technical Svs	9,363.04
100 1558706	Memberships	200.00
100 1568201	Materials & Supplies	239.20
100 1568301	Maintenance and Operations	67.36
100 1568326	Equipment Leases - Operating	41.51
100 1568502	Telephone	37.43
100 1568601	Professional & Technical Svs	5,277.90
100 1568610	Legal Fees	124.62
100 1568701	Conference/Meeting/Training	31.20
100 1568703	Meals	42.00
100 1568704	Airfare/Hotel/Misc	27.00
100 1568705	Mileage	125.24
100 1718658	Assistance/Sponsorship	5,669.00
100 3118201	Materials & Supplies	1,075.27
100 3118228	Printing Services	1,283.98
100 3118301	Maintenance and Operations	2,075.76
100 3118326	Equipment Leases - Operating	164.21
100 3118502	Telephone	215.02
100 3118503	Internet	2,945.25
100 3118601	Professional & Technical Svs	19,474.06
100 3118610	Legal Fees	8,913.98
100 3118703	Meals	239.00
100 3118704	Airfare/Hotel/Misc	1,079.41
100 3118706	Memberships	250.00
100 3118708	P.O.S.T.	11,009.31
100 3128201	Materials & Supplies	1,818.08
100 3128216	Shop/Repair/Misc Supplies	1,284.32
100 3128221	Noncapital Equipment-Computers	131.00
100 3128326	Equipment Leases - Operating	164.22
100 3128401	Fleet Maintenance & Operations	8,414.36
100 3128601	Professional & Technical Svs	12,032.00
100 3138216	Shop/Repair/Misc Supplies	3,149.13
100 3138301	Maintenance and Operations	316.20
100 3138601	Professional & Technical Svs	522.95
100 3178601	Professional & Technical Svs	26,063.34

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100 3318201	Materials & Supplies	1,155.31
100 3318217	Uniforms and Safety Gear	1,062.89
100 3318223	Noncapital Furniture&Fixtures	1,759.88
100 3318301	Maintenance and Operations	499.22
100 3318326	Equipment Leases - Operating	204.45
100 3318401	Fleet Maintenance & Operations	529.34
100 3318502	Telephone	298.91
100 3318503	Internet	1,106.58
100 3318601	Professional & Technical Svs	1,260.00
100 3318610	Legal Fees	6,475.60
100 3318701	Conference/Meeting/Training	300.00
100 3318706	Memberships	300.00
100 3328217	Uniforms and Safety Gear	1,579.55
100 3328219	Postage, Shipping, and Freight	54.60
100 3328301	Maintenance and Operations	2,533.84
100 3338601	Professional & Technical Svs	150.00
100 3348201	Materials & Supplies	650.00
100 3348216	Shop/Repair/Misc Supplies	9,922.28
100 3348301	Maintenance and Operations	266.04
100 3348601	Professional & Technical Svs	6,152.00
100 3358201	Materials and Supplies	106.97
100 3358506	Trash and Other Utilities	45.25
100 3368201	Materials & Supplies	59.36
100 3368301	Maintenance and Operations	686.03
100 3368326	Operating Lease	41.52
100 3368401	Fleet Maintenance & Operations	150.00
100 3368502	Telephone	180.00
100 3368503	Internet	190.05
100 3368601	Professional & Technical Svs	1,465.60
100 3368610	Legal Fees	4,602.00
100 3368701	Conference/Meeting/Training	26.90
100 3368706	Memberships	95.00
100 4118201	Materials & Supplies	1,186.48
100 4118217	Uniforms and Safety Gear	155.48
100 4118222	Noncapital Equipment-Other	7.82
100 4118301	Maintenance and Operations	27,448.40
100 4118401	Fleet Maintenance & Operations	30.41
100 4118501	Gas & Electric	237.43
100 4118502	Telephone	159.26
100 4118504	Water	489.96
100 4118505	Street Utilities	11,369.87

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100 4128201	Materials & Supplies	58.36
100 9116411	Animal Licenses	2,892.00-
100 9116533	Admin Support Reimbursement	43.43-
100 9118201	Materials & Supplies	432.09
100 9118228	Printing Services	580.66
100 9118301	Maintenance and Operations	5.23
100 9118327	Credit Card Fees	37.50-
100 9118401	Fleet Maintenance & Operations	75.00
100 9118502	Telephone	35.00
100 9118601	Professional & Technical Svs	6,524.98
100 25118301	Parking Structure Main & Ops	1,912.34
100 25118501	Parking Structure Gas & Elec	364.75
100 25118504	Parking Structure Water	73.04
100 30098901	Dell Blade Servers Principal	2,412.01
100 30098902	Dell Blade Servers Interest	83.68
100 35018209	Special Events Expenditures	1,410.00
100 35608601	NPDES Svs	26,898.77
100 70068501	2nd St Park Gas & Electric	297.78
100 70068504	2nd St Park Water	1,091.57
100 70088504	Soccer Park Water	47.28
100 70128301	Ocotillo Park Main & Ops	474.00
100 70128501	Ocotillo Park Gas & Elec	1,316.74
100 70128504	Ocotillo Park Water	1,327.72
100 70168504	2nd St Dog Park Water	145.13
100 70178504	Festival Park Water	546.52
100 81128301	Fountain of Life Main & Ops	1,600.00
100 81128501	Fountain of Life Gas & Elec	1,281.48
100 81128504	Fountain of Life Water	540.26
100 86398301	Library Building Main & Ops	327.63
100 88198501	Public Works Gas & Elec	1,654.36
100 88198504	Public Works Water	43.19
100 88208201	Fire Station 410 Mat & Sup	47.25-
100 88208501	Fire Station 410 Gas & Elec	1,328.74
100 88218501	Fire Station 411 Gas & Elec	585.01
100 88218504	Fire Station 411 Water	166.07
100 88228301	Fire Station 412 Main & Ops	28.66
100 88228501	Fire Station 412 Gas & Elec	14.49
100 88238501	Fire Station 413 Gas & Elec	1,209.83
100 89358201	Civic Center Mat & Sup	2,107.99
100 89358301	Civic Center Main & Ops	11,694.71
100 89358501	Civic Center Gas & Elec	3,781.39

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100 89358504	Civic Center Water	1,647.77
100 89368301	Town Square Main & Ops	6,675.00
100 89368501	Town Square Gas & Elec	166.83
100 89368504	Town Square Water	135.07
100 99968610	CMT Legal	897.84
100 11187015002	ConfMeetTrain - Pettis	40.00
100 11187015034	ConfMeetTrain - Henry	88.00
100 11187015036	ConfMeetTrain - Kaplan	88.00
100 11187015037	ConfMeetTrain - Carnevale	62.00
100 11187035034	Meals - Henry	31.23
100 11187045034	AirHotelMisc - Henry	149.50
100 14187014999	ConfMeetTrain - Chan	89.00
100 14187034999	Meals - Chan	105.00
100 14187044999	AirHotelMisc - Chan	921.88
100 15213853331	Tesoro Dep	388.00
100 15213856529	Tesoro Rev	388.00-
100 15213858209	Tesoro Exp	388.00
100 15215123331	Edom Hill Composting Dep	5,131.25
100 15215126529	Edom Hill Composting Rev	5,131.25-
100 15215128209	Edom Hill Composting Exp	5,131.25
100 15216413331	Newport 34 Dep	249.23
100 15216416529	Newport 34 Rev	249.23-
100 15216418209	Newport 34 Exp	249.23
100 15216483331	Verano Condos Dep	384.00
100 15216486529	Verano Condos Rev	384.00-
100 15216488209	Verano Condos Exp	384.00
100 15217663331	Stargreen Enterprises Dep	75.00
100 15217666529	Stargreen Enterprises Rev	75.00-
100 15217668209	Stargreen Enterprises Exp	75.00
100 15217693331	Bing Solutions Dep	404.00
100 15217696529	Bing Solutions Rev	404.00-
100 15217698209	Bing Solutions Exp	404.00
100 15217913331	Green Clean Medicine Dep	50.00
100 15217916529	Green Clean Medicine Rev	50.00-
100 15217918209	Green Clean Medicine Exp	50.00
100 15217923331	Greens on Perez Dep	75.00
100 15217926529	Greens on Perez Rev	75.00-
100 15217928209	Greens on Perez Exp	75.00
100 15217963331	Cathedral Greens Dep	75.00
100 15217966529	Cathedral Greens Rev	75.00-
100 15217968209	Cathedral Greens Exp	75.00

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100 15218033331	District East Dep	420.00
100 15218036529	District East Rev	420.00-
100 15218038209	District East Exp	420.00
100 15218083331	Nug Labs LLC Dep	404.00
100 15218086529	Nug Labs LLC Rev	404.00-
100 15218088209	Nug Labs LLC Exp	404.00
100 15218113331	Desert Oasis Group Dep	414.00
100 15218116529	Desert Oasis Group Rev	414.00-
100 15218118209	Desert Oasis Group Exp	414.00
100 15218123331	Lost Horse Supply Dep	414.00
100 15218126529	Lost Horse Supply Rev	414.00-
100 15218128209	Lost Horse Supply Exp	414.00
100 15218133331	Panther Buds Dep	75.00
100 15218136529	Panther Buds Rev	75.00-
100 15218138209	Panther Buds Exp	75.00
100 15218183331	The Exchange Dep	75.00
100 15218186529	The Exchange Rev	75.00-
100 15218188209	The Exchange Exp	75.00
100 15218213331	Omega Group Dep	406.00
100 15218216529	Omega Group Rev	406.00-
100 15218218209	Omega Group Exp	406.00
100 15218243331	A1 Canyon Dep	75.00
100 15218246529	A1 Canyon Rev	75.00-
100 15218248209	A1 Canyon Exp	75.00
100 15218253331	B1 Canyon Dep	25.00
100 15218256529	B1 Canyon Rev	25.00-
100 15218258209	B1 Canyon Exp	25.00
100 15218263331	C1 Canyon Dep	25.00
100 15218266529	C1 Canyon Rev	25.00-
100 15218268209	C1 Canyon Exp	25.00
100 15218273331	D1 Canyon Dep	25.00
100 15218276529	D1 Canyon Rev	25.00-
100 15218278209	D1 Canyon Exp	25.00
100 15218283331	E1 Canyon Dep	25.00
100 15218286529	E1 Canyon Rev	25.00-
100 15218288209	E1 Canyon Exp	25.00
100 15218293331	F1 Canyon Dep	25.00
100 15218296529	F1 Canyon Rev	25.00-
100 15218298209	F1 Canyon Exp	25.00
100 15218303331	G1 Canyon Dep	25.00
100 15218306529	G1 Canyon Rev	25.00-

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100	15218308209	G1 Canyon Exp	25.00
100	15218393331	AMP Sports Lounge Dep	384.00
100	15218396529	AMP Sports Lounge Rev	384.00-
100	15218398209	AMP Sports Lounge Exp	384.00
100	350182094515	LGBT Days Exp	1,175.00
100	350182094521	Fall Festival/Spooktacular Exp	10.86
100	973294161121	Tfr Out 261 LLD 1 Support	11.85
100	973294161122	Tfr Out 261 LLD 2 Support	36.30
100	973294161125	Tfr Out 261 LLD 5 Support	18.19
100	973294161126	Tfr Out 261 LLD 16A Support	1,635.86
100	973294161127	Tfr Out 261 LLD 7 Support	72.56
100	973294161129	Tfr Out 261 LLD 9 Support	18.84
100	973294161131	Tfr Out 261 LLD 11 Support	19.21
100	973294161135	Tfr Out 261 LLD 15 Support	65.89
100	973294161136	Tfr Out 261 LLD 16B Support	224.68
100	973294161137	Tfr Out 261 LLD 17 Support	516.78
100	973294161138	Tfr Out 261 LLD 18 Support	51.44
100	973294161139	Tfr Out 261 LLD 19 Support	49.12
100	973294161140	Tfr Out 261 LLD 20 Support	16.63
100	973294161141	Tfr Out 261 LLD 21 Support	16.21
100	973294161142	Tfr Out 261 LLD 54 Support	13.86
100	Sub Fund	General Fund	1,553,042.41
100	Fund	General Fund	1,553,042.41
233	9118301	Maintenance and Operations	376.14
233	9118601	Professional & Technical Svs	4,329.07
233	35038601	Traffic Enforce Camera Svcs	10,500.00
200	Sub Fund	Special Revenue	15,205.21
233	Fund	Traffic Safety Fund	15,205.21
234	9118329	Property Bulky Item Pickup	13,115.00
234	10168601	Edom Hill Truck Climb Svcs	5,730.00
200	Sub Fund	Special Revenue	18,845.00
234	Fund	Transfer Station Road Fund	18,845.00

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235 33111412	Def Rev Art in Public Places	9,768.68
235 64511412	Dev Fees Art In Public Places	9,768.68-
235 88021412	Improve Art In Public Places	9,768.68
235 89288601	Professional & Technical Svs	49,138.40
235 250086011405	Ramon Rd Interchg & Bridge	560.00
200 Sub Fund	Special Revenue	59,467.08
235 Fund	Developer Fees	59,467.08
241 1618201	Materials & Supplies	6,773.56
241 1618217	Uniforms and Safety Gear	5,636.79
241 1618301	Maintenance and Operations	14,047.19
241 1618401	Fleet Maintenance & Operations	2,693.92
241 1618504	Water	432.50
241 88398601	Dinah Shore Rehab W/O DP Svc	7,432.50
200 Sub Fund	Special Revenue	37,016.46
241 Fund	Gas Tax Fund	37,016.46
243 1568301	Traffic Signal Maint-Engineer	15,328.60
243 1618201	Materials & Supplies	6,773.51
243 1618217	Uniforms and Safety Gear	5,636.76
243 1618301	Maintenance and Operations	14,047.17
243 1618401	Fleet Maintenance & Operations	2,693.87
243 1618504	Water	432.50
243 1618505	Street Utilities	4,224.70
243 88398601	Dinah Shore Rehab W/O DP Svc	7,432.50
200 Sub Fund	Special Revenue	56,569.61
243 Fund	Measure "A" Fund	56,569.61
246 3116	Payable to Waste Disposal Svcs	999,687.63
246 9118201	Materials & Supplies	1,431.15
246 9118209	Burrtec Spec Rev Expenditures	2,222.10
246 9118219	Postage, Shipping, and Freight	974.00
246 9118228	Printing Services	529.62
246 9118301	Maintenance and Operations	5,003.47
246 9118620	Environmental Prof & Tech Svcs	9,660.00

Demand Register - May 2018

Distribution Summary

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246 9118658	Community Assistance	500.00
200 Sub Fund	Special Revenue	1,020,007.97
246 Fund	Solid Waste Fund	1,020,007.97
251 40168231	CDBG Fair Housing Fed Exp	1,072.76
251 86528231	Ortega Widen Campus/DP Fed Exp	560.00
200 Sub Fund	Special Revenue	1,632.76
251 Fund	Community Develop Block Grants	1,632.76
255 50088209	MDC Technologies Expenditures	3,838.18
255 50198209	EAST-PACT Exp	357.70
255 50268209	2018 ACBCI Donation Exp	4,350.00
200 Sub Fund	Special Revenue	8,545.88
255 Fund	Police Dept Special Revenues	8,545.88
256 55478209	2018 ACBCI Enhancements Exp	432.14
200 Sub Fund	Special Revenue	432.14
256 Fund	Fire Dept Special Revenues	432.14
261 973273011121	Tfr In 100 Gen Fund Zone 1	11.85-
261 973273011122	Tfr In 100 Gen Fund Zone 2	36.30-
261 973273011125	Tfr In 100 Gen Fund Zone 5	18.19-
261 973273011126	Tfr In 100 Gen Fund Zone 16A	1,635.86-
261 973273011127	Tfr In 100 Gen Fund Zone 7	72.56-
261 973273011129	Tfr In 100 Gen Fund Zone 9	18.84-
261 973273011131	Tfr In 100 Gen Fund Zone 11	19.21-
261 973273011135	Tfr In 100 Gen Fund Zone 15	65.89-
261 973273011136	Tfr In 100 Gen Fund Zone 16B	224.68-
261 973273011137	Tfr In 100 Gen Fund Zone 17	516.78-
261 973273011138	Tfr In 100 Gen Fund Zone 18	51.44-
261 973273011139	Tfr In 100 Gen Fund Zone 19	49.12-
261 973273011140	Tfr In 100 Gen Fund Zone 20	16.63-
261 973273011141	Tfr In 100 Gen Fund Zone 21	16.21-

Demand Register - May 2018

Distribution Summary

261 973273011142	2 Tfr In 100 Gen Fund Zone 54	13.86-
261 973283011121	M & O LLD Zone 1	450.00
261 973283011122	M & O LLD Zone 2	2,000.00
261 973283011125	M & O LLD Zone 5	2,658.00
261 973283011126	M & O LLD Zone 16A	630.34
261 973283011129	M & O LLD Zone 9	770.00
261 973283011135	M & O LLD Zone 15	1,000.00
261 973283011136	M & O LLD Zone 16B	3,998.00
261 973283011137	M & O LLD Zone 17	28.97
261 973283011138	M & O LLD Zone 18	400.00
261 973283011139	M & O LLD Zone 19	750.00
261 973283011140	M & O LLD Zone 20	450.00
261 973283011141	M & O LLD Zone 21	1,350.00
261 973285011121	Gas & Electric LLD Zone 1	24.51
261 973285011122	Gas & Electric LLD Zone 2	32.84
261 973285011125	Gas & Electric LLD Zone 5	49.86
261 973285011126	Gas & Electric LLD Zone 16A	174.67
261 973285011129	Gas & Electric LLD Zone 9	34.62
261 973285011135	Gas & Electric LLD Zone 15	24.51
261 973285011136	Gas & Electric LLD Zone 16B	24.65
261 973285011137	Gas & Electric LLD Zone 17	179.51
261 973285011138	Gas & Electric LLD Zone 18	30.90
261 973285011139	Gas & Electric LLD Zone 19	24.94
261 973285011140	Gas & Electric LLD Zone 20	12.32
261 973285011141	Gas & Electric LLD Zone 21	37.68
261 973285041121	Water LLD Zone 1	62.14
261 973285041126	Water LLD Zone 16A	2,466.65
261 973285041132	Water LLD Zone 12	50.86
261 973285041136	Water LLD Zone 16B	66.99
261 973285041137	Water LLD Zone 17	66.44
261 973285041138	Water LLD Zone 18	66.10
261 973285041141	Water LLD Zone 21	78.08
261 973285051121	Int Street Lights LLD Zone 1	108.87
261 973285051122	Int Street Lights LLD Zone 2	96.75
261 973285051125	Int Street Lights LLD Zone 5	110.33
261 973285051128	Int Street Lights LLD Zone 8	43.87
261 973285051129	Int Street Lights LLD Zone 9	72.57
261 973285051131	· ·	354.03
261 973285051135	Int Street Lights LLD Zone 15	199.54
261 973285051136	•	645.03
261 973285051137		1,354.33
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Demand Register - May 2018

Distribution Summary

261	973285051138	Int Street Lights LLD Zone 18	81.04
261	973285051139	Int Street Lights LLD Zone 19	43.66
261	973285051140	Int Street Lights LLD Zone 20	66.51
261	973285051141	Int Street Lights LLD Zone 21	65.40
261	973285071121	Art Street Lights LLD Zone 1	23.70
261	973285071122	Art Street Lights LLD Zone 2	72.59
261	973285071125	Art Street Lights LLD Zone 5	36.38
261	973285071127	Art Street Lights LLD Zone 7	145.11
261	973285071129	Art Street Lights LLD Zone 9	37.67
261	973285071131	Art Street Lights LLD Zone11	38.42
261	973285071135	Art Street Lights LLD Zone15	131.77
261	973285071136	Art Street Lights LLD Zone16B	449.33
261	973285071137	Art Street Lights LLD Zone17	758.59
261	973285071138	Art Street Lights LLD Zone18	102.88
261	973285071139	Art Street Lights LLD Zone19	98.23
261	973285071140	Art Street Lights LLD Zone20	33.26
261	973285071141	Art Street Lights LLD Zone21	32.42
261	973285071142	Art Street Lights LLD Zone54	27.72
200	Sub Fund	Special Revenue	20,456.16
261	Fund	Landscape & Lighting Districts	20,456.16
331	10078209	TUMF Fees Expenditures	11,792.62
331	65148601	HSIP Cycle 8 Signals Svcs	456.06
331	70158802	WW Bike Trail Phs II Improve	11,540.86
331	70198231	Heritage Park Fed Exp	675.00
331	70198601	Heritage Park Svcs	675.00
331	70208802	WW Bike Trail Furnishings	50,961.68
331	89148231	Date Palm WW Bridge Fed Exp	72,098.50
331	89148232	Date Palm WW Bridge SA Exp	2,335.28
331	89148601	Date Palm WW Bridge Svcs	7,005.84
331	89198231	Cath Canyon Bridge Fed Exp	2,451.75
331	89198232	Cath Canyon Bridge SA Exp	79.41
331	89198601	Cath Canyon Bridge Svcs	238.24
300	Sub Fund	Areawide Capital Projects	160,310.24
331	Fund	Areawide Capital Projects	160,310.24
342	88398601	Dinah Shore Rehab W/O DP Svc	4,955.00

AP447

Demand Register - May 2018

Distribution Summary

300 Sub Fund	Capital Projects	4,955.00
342 Fund	Assessment District 86-1	4,955.00
540 9118301	Maintenance & Operations	115.15
540 9118326	Equipment Leases - Operating	122.18
540 9118401	Fleet Maintenance & Operations	15.00
540 9118610	Legal Fees	1,156.15
540 Sub Fund	Capital Projects	1,408.48
540 Fund	Successor Agency Admin	1,408.48
552 60108301	Desert Hills Mobile Home M&O	9,245.00
540 Sub Fund	Capital Projects	9,245.00
552 Fund	2007 C Series TAB	9,245.00
561 9118610	Legal Fees	1,495.38
560 Sub Fund	Special Revenue	1,495.38
561 Fund	Successor to Housing Function	1,495.38
611 2123	Fuel - Liquid	23,270.93
611 2126	Fuel - CNG	1,097.65
611 2144	Vehicles	34,378.10
600 Sub Fund	Internal Service	58,746.68
611 Fund	Equipment Replacement Fund	58,746.68
612 1228027	Dental Insurance - Active	14,497.11
612 1228028	Vision Insurance - Active	2,793.72
612 1228032	Medical Insurance - Active	250,665.01
612 1228039	Dental Insurance - Retiree	6,686.91
612 1228040	Vision Insurance - Retiree	1,500.22
612 1228041	Medical Insurance - Retiree	111,249.42
612 1228042	Replacement Benefit	4,086.36
612 1228305	General Claims & Judgments	1,928.34

3,723,032.76

3,723,032.76

AP447

Demand Register - May 2018

Dietribution	n Summary

Total system Check

Total

600 Sub Fund	Internal Service	393,407.09
612 Fund	Insurance Fund	393,407.09
613 35728802	ERP Improvements	18,622.50
600 Sub Fund	Internal Service	18,622.50
613 Fund	Technology Fund	18,622.50
711 1553326	Multi Species Habitat Cons Pln	4,343.19
700 Sub Fund	Trust & Agency	4,343.19
711 Fund	Special Deposits Fund	4,343.19
713 1133	Cash With Fiscal Agent	275,540.52
713 20198610	Rio Vista Foreclose Legal Fees	3,738.00
700 Sub Fund	Trust & Agency	279,278.52
713 Fund	Rio Vista CFD	279,278.52
Total	3	3,723,032.76
Summary		
Total Manual Check	*	0.00
Total Prepaid Check	*	0.00

COUNCIL MEMBERS

GREG PETTIS JOHN AGUILAR MARK CARNEVALE SHELLEY KAPLAN

EMPLOYEES

ROBERT ALLISON KEVIN BIERSACK **ERIC HAUSER DWAYNE HODGE** STONE JAMES LEISA LUKES JOSEFINA MEZA PATRICK MILOS JOHN MUHR JENNIFER NELLIS CHRISTOPHER PARMAN **DEANNA PRESSGROVE TAMI SCOTT** JAMES SHERMAN **EUGENIA TORRES** TRAVIS WALKER PAUL WILSON ANTHONY YOAKUM

ZERO BALANCE ON CREDIT CARD NO STATEMENT:

COUNCIL MEMBERS

*

CREDIT CARD NOT ISSUED STAN HENRY

EMPLOYEES
TRACEY MARTINEZ





Page 1 of 4

Prepared For	CITY OF CATHEDRAL CITY GREGORY S PETTIS	
Account Number		
Statement Closing Date	04/17/18	
ys in Billing Cycle		
Next Statement Date		

Credit Line Available Credit For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,899.71
Current Payment Due (Minimum Payment)	\$37.00
Current Payment Due Date	05/08/18

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		\$3,032.48
Credits	•	\$0.00
Payments	-	\$3,032.48
Purchases & Other Charges	+	\$1,899.71
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,899.71

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,899.71 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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10 8891 0300 BXIC 01DQ5596

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Trans	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/16	03/17	5543286EW5V1PK3WZ	PORTOLA HOTEL AND SPA MONTEREY CA		315.48
		CHECK-IN 03/14/18	FOLIO #133867		
03/21	03/21	5543687F04Z2EZVRX	SHERATON GRAND LOS ANG LOS ANGELES CA		246.16
		CHECK-IN 03/19/18	FOLIO #4140321124		
03/21	03/21	5531020F1WESMVJJJ	AMERICAN 00121798102171 08004337300 TX		1,060.60
			PETTIS/GREGORY		
		06/25/18 1	PALM SPRINGS FORT WORTH		
		06/25/18 2	FORT WORTH LITTLE ROCK		
		06/27/18 3	LITTLE ROCK FORT WORTH		
		06/27/18 4	FORT WORTH PH		
04/06	04/06	5543687FG7K19T6QK	SHERATON GRAND LOS ANG LOS ANGELES CA		246.16
		CHECK-IN 04/04/18	FOLIO #4620406124		
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	3,032,48	
04/10	04/10	5544436FM60G89FR1	SUNSHINE CAFE CATHEDRAL CIT CA	,	31.31

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Prepared For CITY OF CATHEDRAL JOHN AGU	
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line Available Credit For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,345.00
Current Payment Due (Minimum Payment)	\$26.00
Current Payment Due Date	05/08/18

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		\$1,941.67
Credits	-	\$0.00
Payments	-	\$1,941.67
Purchases & Other Charges	+	\$1,345.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,345.00

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,345.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/16	03/17	5549967EW60RJF0F1	ICSC NEW YORK NY		135.00
03/16	03/17	5549967EW60RJF0F8	ICSC NEW YORK NY		640.00
04/04	04/04	8518089FFWGVGB4F5	THE LEAGUE OF CALIFORN SACRAMENTO CA		375.00
04/04	04/04	8518089FFWGVGB4F5	THE LEAGUE OF CALIFORN SACRAMENTO CA		195.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,941.67	

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Prepared For	CITY OF CATHEDRAL CITY MARK CARNEVALE		
Account Number			
Statement Closing Date	04/17/18		
Days in Billing Cycle	32		
Next Statement Date	05/16/18		
Credit Line			
Available Credit			

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

\$830.60
\$25.00
05/08/18

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		\$0.00
Credits	3	\$0.00
Payments	-	\$0.00
Purchases & Other Charges	+	\$830.60
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$830.60

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$830.60 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

10 8891 0300 BXIC 01DQ5596 7 12 180417 0 PAGE 1 of 4 5596 0005 YTG



Tran	sactio	on Details			
Trans	Post	Reference Number	Description Cre	edits	Charges
03/19	03/19	8518089EZ01B7NR66	BIA RIVERSIDE COUNTY C RIVERSIDE CA		55.00
04/04	04/04	8518089FFWGVGB4F5	THE LEAGUE OF CALIFORN SACRAMENTO CA		375.00
04/04	04/04	5531020FFWESMVGN3	AMERICAN 00121821898380 08004337300 TX CARNEVALE/MARK		395.60
		06/26/18 1	PALM SPRINGS PHOENIX		
		06/26/18 2	PHOENIX MONTEREY		
		06/28/18 3	MONTEREY PHOENIX		
		06/28/18 4	PHOENIX PA		
04/11	04/11	5542950FMS0R765X2	PAYPAL *DVBA 4029357733 CA		5.00

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under Protect Your Accounts go to-Update Contact Information.







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Prepared For	CITY OF CATHEDRAL CITY SHELLEY KAPLAN
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line Available Credit For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

Current Payment Due Date	05/08/18
Current Payment Due (Minimum Payment)	\$25.00
New Balance	\$375.00

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		\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Purchases & Other Charges	+	\$375.00
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$375.00

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	TÖTAL FINANCE CHARGES
PURCHASES	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$375.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

1 7 12 180417 0 PAGE I of 4 10 8891 0300 BXIC 01DQ5596 5596 0005 YTG



Transaction Details

Trans Post Reference Number

Description

Credits

Charges

04/04 04/04

8518089FFWGVGB4F5

THE LEAGUE OF CALIFORN SACRAMENTO CA

375.00

Wells Fargo News

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Page 1 of 4

Prepared For	CITY OF CATHEDRAL CITY ROBERT ALLISON
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18
Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,259.92
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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

	\$548.33
-	\$0.00
-	\$548.33
+	\$1,259.92
+	\$0.00
+	\$0.00
=	\$1,259.92
	- + + +

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	40.00	
TOTAL	-		40.00		\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,259.92 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0005 YTG 1 7 12 180417 0

PAGE 1 of 4

10 8891 0300 BXIC 01DQ5596

DETACH HERE



Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/23 03/23 04/04 04/06	03/23 03/23 04/04 04/06	5542950F3S10DWTWP 5542950F3S10E5EB3 0543684FFBLJ60QZJ F889100FG00CHGDDA	PAYPAL *CORONAFIREF 4029357733 CA PAYPAL *CORONAFIREF 4029357733 CA SAMS CLUB #6609 PALM DESERT CA AUTOMATIC PAYMENT - THANK YOU	548.33	618.00 618.00 23.92

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Prepared For	CITY OF CATHEDRAL CITY KEVIN BIERSACK
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line		
Available Credit		

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,789.14
Current Payment Due (Minimum Payment)	\$35.00
Current Payment Due Date	05/08/18

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		\$1,347.01
Credits	~	\$0.00
Payments	-	\$1,347.01
Purchases & Other Charges	+	\$1,789.14
Cash Advances	+	\$0.00
Finance Charges	+	\$0:00
New Balance	=	\$1,789.14

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,789.14 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/20	03/20	5543286EZ5SMXYZ9X	NNA SERVICES LLC 800-876-6827 CA		102.00
03/22	03/22	7541823F11H0BFYZ0	B&H PHOTO 800-606-696 800-2215743 NY		149.00
03/28	03/28	5550629F75V2Y0QKB	THE CORNELL STORE ONLI 06072556146 NY	•	43.99
03/28	03/28	5550629F75V2Y0QKS	THE CORNELL STORE ONLI 06072556146 NY		0.01
04/03	04/03	5542950FDJHRY5EYJ	SP * CARILLONSOLUTIONS 8775974343 SC		397.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,347.01	
04/11	04/11	5541734FNM8SQGSPM	HATHAWAY AND SONS PALM DESERT CA		965.70
04/12	04/12	5542950FNLVZ4DFRG	DIRECTNIC.COM 8778569598 LA		131.44

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Prepared For	CATHEDRAL CITY ERIC HAUSER
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$2,359.33	
Current Payment Due (Minimum Payment)	\$47.00	
Current Payment Due Date	05/08/18	

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		\$393,27
Credits	-	\$0.00
Payments	-	\$393.27
Purchases & Other Charges	+	\$2,359.33
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$2,359.33

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$2,359.33 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Trans	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/19	03/19	2553606EZ2Y2QSV7Y	FIREHOUSE SUBS #91 PALM SPRINGS CA		26.57
03/28	03/28	5543286F75V3W048K	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		74.95
03/30	03/30	5543286FA5SL5DJ47	MATHIS BROTHERS FURNIT INDIO CA		1,627.82
03/31	03/31	5531020FA0RSA3RSR	ADOBE SYSTEMS, INC. 08008336687 CA		19.99
03/31	03/31	7522569FB07SZ3WL5	CFED TEMECULA CA		610.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	393.27	

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Prepared For	CITY OF CATHEDRAL CITY DWAYNE HODGE
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line
Available Credit

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$252.50
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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		\$331.00
Credits	-	\$0.00
Payments	-	\$331.00
Purchases & Other Charges	+	\$252.50
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$252.50

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$252.50 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.



Transaction Details				
Trans Post	Reference Number	Description	Credits	Charges
03/27 03/27 04/06 04/06	5543286F65SYW1E72 F889100FG00CHGDDA	GREYHOUND LINES CNP 214-849-8966 TX AUTOMATIC PAYMENT - THANK YOU	331.00	252.50

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Happy Anniversary



This month marks the anniversary of your Wells Fargo Business Card. We thank you for your business and look forward to serving you for years to come.

How can Wells Fargo help your business? Learn more at wellsfargo.com/biz





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Prepared For	CITY OF CATHEDRAL CITY STONE JAMES
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$284.42
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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		\$0.00
Credits	-	\$0.00
Payments		\$0.00
Purchases & Other Charges	+	\$284.42
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$284.42

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	8.740%	.02394%	\$0.00	\$0.00		\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$284.42 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Transaction Details					
Trans P	Post	Reference Number	Description	Credits	Charges
03/20 03	3/20	5548077F02ME7TP5F	CANYON COPY & PRINT CATHEDRAL CIT CA		195.75
	04/12	5543286FP5V001SPN	SQ *SQ *ZOBO & MEESTER CATHEDRAL CIT CA		58.67
)4/12	5550036FN5SV0TZ4Q	DESERT VALLEYS BUILDER 07605621735 CA		30.00

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Prepared For CITY OF CATHEDRAL LEISA L	
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	05/08/18

Account Summary

Previous Balance		\$16.00
Credits		\$0.00
Payments	-	\$16.00
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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	16.00	

See reverse side for important information.

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Prepared For	CITY OF CATHEDRAL CITY JOSEFINA MEZA	
Account Number		
Statement Closing Date	04/17/18	
Days in Billing Cycle	32	
Next Statement Date	05/16/18	
Credit Line		
Available Credit		

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,865.69
Current Payment Due (Minimum Payment)	\$37.00
Current Payment Due Date	05/08/18

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		\$316.01
Credits	-	\$0.00
Payments	-	\$316.01
Purchases & Other Charges	+	\$1,865.69
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,865.69

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,865.69 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

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See reverse side for important information.

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Trans	sactio	on Details			
Trans	Post	Reference Number	Description	Credits Charg	jes
03/20	03/20	7554754EZ644BVHR5	PALM DESERT CHAMBER PALM DESERT CA	70.	0.00
03/26	03/26	5542950F5S138A4L9	PAYPAL *DVBA 4029357733 CA	60.	.00
03/31	03/31	0543684FA8PJ4WSXX	RALPHS # 0611 PALM SPRINGS CA	7.	.60
04/02	04/02	5549967FD60RJJ5F4	ICSC NEW YORK NY	640.	.00
04/04	04/04	8518089FFWGVGB4F5	THE LEAGUE OF CALIFORN SACRAMENTO CA	375.	.00
04/04	04/04	8518089FFWGVGB4F5	THE LEAGUE OF CALIFORN SACRAMENTO CA	195.	.00
04/05	04/05	5543286FG5SSVBG5D	SOUTHWES 5261432331204 800-435-9792 TX	216.	.96
			PETTIS/GREGORY S		
		04/26/18 1	ONTARIO SACRAMENTO		
		04/26/18 2	SACRAMENTO ONTARIO		
04/05	04/05	5543286FG5SSVBG5M	SOUTHWES 5261432331205 800-435-9792 TX	216.	.96
			HENRY/STANLEY E		
		04/26/18 1	ONTARIO SACRAMENTO		
		04/26/18 2	SACRAMENTO ONTARIO		
04/05	04/05	0543684FF8PJ03WB1	FOOD4LESS #0308 CATHEDRAL CIT CA	4.	.17
04/05	04/05	2553606FG2Y2HY78J	STATERBROS127 CATHEDRAL CIT CA	80.	.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	316.01	

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Prepared For	CITY OF CATHEDRAL CITY PATRICK MILOS
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line Available Credit For 24-Hour Customer Service Call: 800-225-5935

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$0.00
Current Payment Due (Minimum Payment)	\$0.00
Current Payment Due Date	05/08/18

Account Summary

, 100001111		
Previous Balance		\$99.00
Credits	-	\$0.00
Payments	_	\$99.00
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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Transaction Details

04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	99.00	
Trans	Post	Reference Number	Description	Credits Cha	rges

See reverse side for important information.

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Prepared For	CITY OF CATHEDRAL CITY JOHN MUHF	
Account Number		
Statement Closing Date	04/17/18	
Days in Billing Cycle	32	
Next Statement Date	05/16/18	

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$1,185.14
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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		\$239.59
Credits	-	\$0.00
Payments	-	\$239.59
Purchases & Other Charges	+	\$1,185.14
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,185.14

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,185.14 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Transaction Details Trans Post Reference Number Description Credits Charges THE KNOX COMPANY 06236872300 AZ 1,050.53 03/20 03/20 5548077EZ612J7FBQ F889100FG00CHGDDA AUTOMATIC PAYMENT - THANK YOU 239.59 04/06 04/06 5543687FN85P49G1T ATLANTIC RADIO TELEPHO 305-6339636 FL 04/12 134.61 04/12

Wells Fargo News

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Prepared For	CATHEDRAL CITY JENNIFER NELLIS
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$262.65
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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		\$707.96
Credits	20	\$0.00
Payments	-	\$707.96
Purchases & Other Charges	+	\$262.65
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$262.65

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00		
TOTAL			V 0.00		40.00	\$0.00
				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$262.65 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sacti	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/19	03/19	0543684EZBLJ7SM60	SAMS CLUB #6609 PALM DESERT CA		
03/20	03/20	5543286F05STP0P3L	STARBUCKS STORE 09745 PALM DESERT CA		92.86
03/29	03/29	5543286F95SG4535F	STARBUCKS STORE 09745 PALM DESERT CA		67.80
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU		33.90
04/12	04/12	5554753FP05JSFYHG	ONT AIRPT PRKING LOT 3 ONTARIO CA	707.96	
04/12	04/12	2548367FN01SJTM0S	76 - UNITED PACIFIC 51 OAKLAND CA		40.00
			TO STATE OF CARLAND CA		28.09

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Prepared For	CITY OF CATHEDRAL CIT CHRISTOPHER PARMA	
Account Number		
Statement Closing Date	04/17/18	
Days in Billing Cycle	32	
Next Statement Date	05/16/18	

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$3,215.01
Current Payment Due (Minimum Payment)	\$64.00
Current Payment Due Date	05/08/18

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		\$22.50
Credits		\$0.00
Payments	-	\$22.50
Purchases & Other Charges	+	\$3,215.01
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$3,215.01

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25,490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$3,215.01 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/19	03/19	0541019EYEM2VLKPN	BESTBUYCOM805535819752 888-BESTBUY MN		1,077,49
03/19	03/19	0541019EYEM2VL9TR	BESTBUYCOM805535819752 888-BESTBUY MN		43.09
03/19	03/19	8514051EZS66QZTZK	DESERT PROMOTIONAL & E CATHEDRAL CA		103.31
03/21	03/21	5542950F0S0X92PSH	BINGBANNERS 8887668808 CA		107.31
03/23	03/23	7518117F4S66QTNA0	AIDEN DRY CLEANERS CATHEDRAL CIT CA		24.95
03/30	03/30	5526352FA2LRYQ7V2	HARBOR FREIGHT TOOLS 5 CATHEDRAL CIT CA		11.58
04/04	04/04	5543286FE5SFBHAXZ	ORBITZ*7342724865353 ORBITZ.COM WA		20.00
04/04	04/04	5543286FE5SFBHDHN	ORBITZ*7342725945686 ORBITZ.COM WA		20.00
04/04	04/04	5531020FGPZZ7WD2H	ALASKA A 0272168330788 08006545669 WA		435.41
			PARMAN/CHRISTOPHER		430.41
		04/16/18 1	LOS ANGELES FORT LAUDERDALE		
		04/16/18 2	FORT LAUDERDALE LOS ANGELES		
04/04	04/04	5520739FF002TMVYA	SPECIAL EVENT SAFETY S SAN DIEGO CA		E00.00
04/04	04/04	7527793FH3SQ1Q2BG	PRESTIGIA.COM *D24D2* 442030516662 GB		599.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	22.50	667.89
04/11	04/11	5542950FNJJ2SD09H	REGISTER@FAA 33LLWTM 8773964636 VA	22.50	E 00
04/12	04/12	5548077FP2ME3ZLWW	GANYON COPY & PRINT CATHEDRAL CIT CA		5.00
04/15	04/15	5517842FSR1QY7KYG	BUDGET RENT-A-CAR PALM SPRINGS CA		65.25
		#141822925	RTRN CTY LOS ANGELES APO		34.73

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Prepared For	CITY OF CATHEDRAL CITY DEANNA PRESSGROVE		
Account Number			
Statement Closing Date	04/17/18		
Days in Billing Cycle	32		
Next Statement Date	05/16/18		

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$4,022.33 \$80.00	
Current Payment Due (Minimum Payment)		
Current Payment Due Date	05/08/18	

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		\$275.29
Credits	-	\$0.00
Payments	-	\$275.29
Purchases & Other Charges	+	\$4,022.33
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$4,022.33

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		*		\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$4,022.33 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Transaction Details						
Trans	Post	Reference Number	Description	Credits	Charges	
03/16	03/17	5543286EV5SW6S1EW	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		68.00 578.12	
03/23	03/23	5543286F25V67KPK8	WALMART.COM 800-966-6546 AR		46.42	
03/25	03/25	5531020F42DAWMZDG	AMAZON MKTPLACE PMTS W WWW.AMAZON.CO WA		650.00	
03/27	03/27	5548077F65SLGKZJ8	CALIFORNIA RESOURCE RE 02084290041 CA	275.29	000.00	
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	2,0.20	59.79	
04/08	04/08	5543286FJ5V4LB8KK	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		2,620,00	
04/13	04/13	5543286FP5V1BM9B1	COACHELLA-VALLEY-WATER 760-391-9600 CA			

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WELLS FARGO® BUSINESS CARD



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Prepared For	CITY OF CATHEDRAL CITY TAMI SCOTT
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$19.98
Current Payment Due (Minimum Payment)	\$19.98
Current Payment Due Date	05/08/18

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		\$1,155.00
Credits	-	\$0.00
Payments	-	\$1,155.00
Purchases & Other Charges	+	\$19.98
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$19.98

Wells Fargo Business Card Rewards - Legacy

Membership No:	2440000
	04469022
Previous Balance	561,548
Points Earned this Month	20
Points From Other Company Cards	27,009
Bonus Points Earned	0
Adjustments	0
Earn More Mall® Bonus Points	0
Redeemed -	0
Total Available =	588,577

Rewards Notice

Check your point balance and redeem your points at wellsfargorewards.com. You can also call our Rewards Service Center from 8 a.m. to midnight (ET) at 1-800-213-3365.

See reverse side for important information.

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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	8.740%	.02394%	\$0.00	00.00		OTHITALO
CASH ADVANCES	OF 4000/			\$0.00	\$0.00	\$0.00
TOTAL	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$19.98 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

Trar	sactio	on Details		
Trans	Post	Reference Number	Description	Credits Charges
04/04 0	03/31 04/04 04/06	7541823FA1HAYTK0E 7541823FE1HFY98HA F889100FG00CHGDDA	EIG*MYDOMAIN 866-5392854 MA EIG*MYDOMAIN 866-5392854 MA AUTOMATIC PAYMENT - THANK YOU	12.99 6.99

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Prepared For	CITY OF CATHEDRAL CITY JAMES SHERMAN
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

7-7

New Balance	\$1,310.61
Current Payment Due (Minimum Payment)	\$26.00
Current Payment Due Date	05/08/18

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		\$1,130.15
Credits	-	\$0.00
Payments	-	\$1,130.15
Purchases & Other Charges	+	\$1,310.61
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,310.61

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,310.61 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/20	03/20	0541019EZ20BB9YH1	FEDEXOFFICE 00031013 PALM DESERT CA		1,273.61
04/04	04/04	0543684FFBLJ60D4F	SAMS CLUB #6609 PALM DESERT CA		37.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,130.15	

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WELLS FARGO® BUSINESS CARD



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Prepared For	CITY OF CATHEDRAL CITY EUGENIA TORRES
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$440.00
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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

New Balance	=	\$440.00
Finance Charges	+	\$0.00
Cash Advances	+	\$0.00
Purchases & Other Charges	+	\$440.00
Payments	-	\$700.78
Credits	-	\$0.00
Previous Balance		\$700.78

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	8.740%	.02394%	\$0.00	- \$0.00	\$0.00	A=
CASH ADVANCES	25.490%	.06983%			\$0.00	\$0.00
TOTAL	20.490%	.00903%	\$0.00	\$0.00	\$0.00	\$0.00
1017.0				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$440.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sactio	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/19	03/19	5542950EYS0SP7BBN	LIEBERTCASS 3109812000 CA		70.00
03/21	03/21	5542950F0S0XSYA20	PAYPAL*IE SHRM 4029357733 CA		300.00
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	700.78	300.00
04/09	04/09	5542950FLS0N3E70N	LIEBERTCASS 3109812000 CA	700.76	70.00

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WELLS FARGO® BUSINESS CARD



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Prepared For	CITY OF CATHEDRAL CITY TRAVIS WALKER
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

• • • • • • • • • • • • • • • • • • • •	
New Balance	\$1,751.13
Current Payment Due (Minimum Payment)	\$35.00
Current Payment Due Date	05/08/18

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		\$1,017.74
Credits	-	\$60.00
Payments	-	\$957.74
Purchases & Other Charges	+	\$1,751.13
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,751.13

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,751.13 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.



Trans	sactio	on Details		O with	Charges
Trans	Post	Reference Number	Description	Credits	Ŭ
03/12	03/17	8548614EXLEWA68VL CHECK-IN 03/12/18	HILTON GARDEN INN IRVI IRVINE CA FOLIO #00001270		145.46 6.17
03/20 03/21	03/20 03/21	5542950EZLS01911B 2553606F22Y3KM0LN	UBER TRIP KODMJ 8005928996 CA KING'S FISH HOUSE LONG BEACH CA BEST WESTERN PLUS - LO LONG BEACH CA		59.20 954.60
03/22	03/22	5554650F2M19LMJM1 CHECK-IN 03/18/18	FOLIO #0095191619 DESERT FREIGHT SERVICE 760-3412160 CA		385.00 39.13
03/27 03/27	03/27 03/27	5543687F7M8MP5YZT 5531020F72MJVKYBW	BIG 5 SPORTING GOODS 4 CATHEDRAL CIT CA HILTON GARDEN INN IRVI IRVINE CA	60.00	00.10
04/04	04/04	CHECK-IN 03/12/18	FOLIO #00001270 AUTOMATIC PAYMENT - THANK YOU	957.74	161.57
04/06 04/08	04/06 04/08	HOMMAN TO THE PROPERTY OF THE	BESTBUYCOM805538601476 888-BESTBUY MN		101.01

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WELLS FARGO® BUSINESS CARD



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Prepared For	CITY OF CATHEDRAL CITY PAUL WILSON
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77033 Minneapolis, MN 55480-7733

Payment Information

\$1,659.90
\$33.00
05/08/18

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		
		\$1,945.82
Credits	-	\$0.00
Payments	-	\$1,945.82
Purchases & Other Charges	+	\$1,659.90
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$1,659.90

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	8.740%	.02394%	00.00			O I W II I GEO
CASH ADVANCES			\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$1,659.90 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

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Tran	sacti	on Details			
Trans	Post	Reference Number	Description	Credits	Charges
03/16 03/19 03/21 03/21 03/21 03/22 03/24 03/26 03/27 03/28 03/29 04/04 04/05 04/06	03/17 03/19 03/21 03/21 03/22 03/24 03/26 03/27 03/28 03/29 04/04 04/05 04/06	5550036EWBLZPNFM4 5550036EWBLZPNGVJ 8535353EZWGNPOQV6 5543286F05STR4LAF 2553606F12Y2GTLNN 5550036F4BLZHOWRX 5550036F4BLZHZQDF 0531461F6EHSSBJWR 8534703F7WGNQ1MNQ 2553606F82Y2J5NDP 5550036F9BLZKWDFY 8518201FFS66FMDF3 0531461FGEHW9Z5JA 2553606FJ2Y43DLGW CHECK-IN 04/05/18 F889100FG00CHGDDA	ASPEN MILLS BREAD COMP PALM SPRINGS CA ASPEN MILLS BREAD COMP PALM SPRINGS CA PALM SPRINGS AUTO G CATHEDRAL CTY CA AMAZON MKTPLACE PMTS AMZN.COM/BILL WA STATERBROS127 CATHEDRAL CIT CA ASPEN MILLS BREAD COMP PALM SPRINGS CA ASPEN MILLS BREAD COMP PALM SPRINGS CA RAMON CANYON CAR WASH CATHEDRAL CIT CA QUICK QUACK-0302 CATHEDRAL CIT CA STATERBROS127 CATHEDRAL CIT CA ASPEN MILLS BREAD COMP PALM SPRINGS CA POSITIVE PROMOTIONS IN 800-6352666 NY RAMON CANYON CAR WASH CATHEDRAL CIT CA AYRES SUITES CORON CORONA CA FOLIO #3000169670 AUTOMATIC PAYMENT - THANK YOU		70.70 79.23 500.00 222.93 31.65 52.15 47.80 7.00 6.99 11.98 35.85 161.80 7.00 293.12
4/10	04/10	0541019FLV16Q31XH	SMARTNFINAL42910904290 PALM SPRINGS CA	1,945.82	131.70

Wells Fargo News

Thank you for being a valued Wells Fargo Business Card customer. We want to ensure you receive important information from Wells Fargo about products and services that may affect your banking activity. So please verify that the contact information in your account profile is accurate. To do this, please follow these simple steps: Go to wellsfargo.com/biz and enter your username and password. Select the Security & Support menu option and under Protect Your Accounts go to-Update Contact Information.

Not enrolled in Online Banking? https://www.wellsfargo.com/biz/online-banking

Happy Anniversary



This month marks the anniversary of your Wells Fargo Business Card. We thank you for your business and look forward to serving you for years to come.

How can Walla Fares Lale



WELLS FARGO® BUSINESS CARD



Page 1 of 4

Prepared For	CATHEDRAL CITY ANTHONY YOAKUM
Account Number	
Statement Closing Date	04/17/18
Days in Billing Cycle	32
Next Statement Date	05/16/18

Credit Line	
Available Credit	

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

Inquiries or Questions: Wells Fargo SBL PO Box 29482 Phoenix, AZ 85038-8650

Payments:

Payment Remittance Center PO Box 77:033 Minneapolis, MN 55480-7733

Payment Information

New Balance	\$959.75
Current Payment Due (Minimum Payment)	\$25.00
Current Payment Due Date	05/08/18

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		\$475.95
Credits	_	\$0.00
Payments	-	\$475.95
Purchases & Other Charges	+	\$959.75
Cash Advances	+	\$0.00
Finance Charges	+	\$0.00
New Balance	=	\$959.75

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	8.740%	.02394%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	25.490%	.06983%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		·		\$0.00	\$0.00	\$0.00

Important Information

\$0 - \$959.75 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/08/18. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

See reverse side for important information.

5596 0005 YTG 1 7 12 180417 0 PAGE 1 of 4 10 8891 0300 BXIC 010Q5596

------ DETACH HERE ---



Transaction Details					
Trans	Post	Reference Number	Description	Credits	Charges
03/28	03/28	5543286F75V1B41VK	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA		799.00
03/29	03/29	5543286F85SQ718HD	SQU*SQ *DENNIS DINKO CATHEDRAL CIT CA		105.49
04/06	04/06	F889100FG00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	475.95	
04/08	04/08	5542135FKQJSQR35W	UPPER CRUST PIZZA CATHEDRAL CTI CA		55.26

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Go to wellsfargo.com/biz and enter your username and password. Select the Security & Support menu option and under Protect Your Accounts go to-Update Contact Information.

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Cathedral City

Agenda Report

File #: 2018-219 Item No: 3.B.

City Council

MEETING DATE: 6/13/2018

TITLE:

Expenditure Plan for the Supplemental Law Enforcement Services Account (SLESA) for FY 2018-2019

FROM:

Travis Walker, Chief of Police

RECOMMENDATION:

Staff recommends the City Council approve the recommended Expenditure Plan appropriating the Supplemental Law Enforcement Services Account (SLESA) for the FY 2018-2019 allocation.

BACKGROUND:

A Supplemental Law Enforcement Services Account (SLESA) has been established in each county of the state, for the purpose of overseeing and allocating funding being provided by the State of California's Citizens Options for Public Safety (Cal-COPS) Program, for the purpose of funding "frontline law enforcement services." The total state funding from the program allots a certain percentage for "city funding." City funding allocations are distributed based on population estimates provided by Chapter 353 of the Budget Act for the particular year funding.

In accordance with Government Code Section 30061 and 30063, the City Council shall approve the appropriation of the anticipated funding by approving a written request in the form of an "Expenditure Plan." The County of Riverside Sheriff's Department is designated as the Supplemental Law Enforcement Oversight Committee and must certify receipt and approval of the City's "Expenditure Plan" prior to submitting it to the County Board of Supervisors for review and approval, who will subsequently authorize the County Auditor/Controller to release the funding.

DISCUSSION:

In accordance with Government Code Section 30061 and 30063, the City Council must approve the appropriation of the anticipated funding by approving a written request in the form of an "Expenditure Plan." The County of Riverside Sheriff's Department is designated as the Supplemental Law Enforcement Oversight Committee and must certify receipt and approval of the City's "Expenditure Plan" prior to submitting it to the County Board of Supervisors for review and approval, who will

File #: 2018-219 Item No: 3.B.

subsequently authorize the County Auditor/Controller to release the funding.

Approving the Expenditure Plan will provide a revenue source for the following areas:

Continue to pay for the uniforms for our Police Cadet Program - \$2,000.00.

Supply every officer Personal Protective Equipment in the form of Air Purifying Respirators - \$35,000.00.

Purchase six new Panasonic tablets for our patrol vehicles - \$30,000.

Replenish the fund for our Ballistic vest program - \$2,000.00.

Supply personal medical kits for all patrol vehicles - \$2,000.00.

Purchase ballistic shields - \$10,000.00.

Software and technology upgrades - \$19,000.00.

FISCAL IMPACT:

Approval of the expenditure plan will result in revenue to the Police Department of \$100,000.00 which will be used as described above.

ATTACHMENTS:

Completed Supplemental Law Enforcement Services Account Expenditure Plan FY 2018-2019. City Manager signature is required on the Expenditure Plan form, upon approval by City Council.

Supplemental Law Enforcement Standardized Forms Expenditure Plan FY 2017-2018

City Name: City of Cathedral City - Cathedral City Police

Beginning Fund Balance	100,000.00
Prior Year Allocation/Adjustment	
Current Year Allocation	
Total Allocation	100,000.00
EXPENDITURE PLANNED	
Salaries and Benefits	
Services and Supplies	
Equipment	100,000.00
Administrative Overhead	100,000.00
Total Expenditure Planned	100,000.00
The City Manager hereby certifies that the Supplemental Lawwas submitted to the City Council and approved as listed.	w Enforcement Services Pla
City Manager Signature	Date
Please provide the name of a contact person if there are any	•
Chief Travis Walker (760) 770-0301	05/23/18
Name	Date

FY 2017-2018 City Expenditure Plan Form



Cathedral City

Agenda Report

File #: 2018-221 Item No: 3.C.

City Council

MEETING DATE: 6/13/2018

TITLE:

Acceptance of the Grant Award from the Department of Alcoholic Beverage Control FY 2018/2019, and the Police Department's Expenditure Plan for said Grant Funds

FROM:

Travis Walker, Chief of Police

RECOMMENDATION:

Staff recommends the City Council's Acceptance of the Grant Award from the Department of Alcoholic Beverage Control FY 2018-2019, and the Police Department's Expenditure Plan for said Grant Funds.

BACKGROUND:

The Police Department applied for and was awarded a grant to receive funding for our 2018/2019 Alcohol Policing Partnership proposal in the amount of \$21,383.00

The main goals of the program will be to conduct alcohol related enforcement programs at ABC licensed establishments within Cathedral City. These enforcement programs will address a variety of violations dealing with the sales of alcohol to minors, and other alcohol violations at licensed outlets that cause alcohol-related crimes. The grant will also fund the training of Cathedral City Police staff in the enforcement of applicable statutes during alcohol-related investigations.

DISCUSSION:

To achieve its goals, the program emphasizes a measured strategy in correcting or eliminating alcohol-related problems at the point of sale with a strong emphasis on comprehensive enforcement tactics. An approach is used that brings all available resources to bear on the problem.

The Cathedral City Police Department will implement this measured strategy through a variety of innovative project objectives, which will include the training of law enforcement personnel, community involvement, prevention, enforcement, effective utilization of records management and data systems, liaison with the ABC district office, and media involvement.

File #: 2018-221 Item No: 3.C.

Approving the Expenditure Plan will provide a revenue source for the following areas:

Personnel costs for Decoy operations, Shoulder Tap Operations, and prostitution and narcotic investigations. Purchase undercover electronic surveillance equipment, and travel expenses for an ABC related conference.

FISCAL IMPACT:

Approval of the expenditure plan will result in revenue to the Police Department of \$21,383.00 which will be used as described above.

ATTACHMENTS:

Completed Budget Detail Plan FY 2018-2019.

Resolution between the City of Cathedral City and the State of California Alcoholic Beverage Control

BUDGET CATEGORY AND LINE-ITEM DETAIL	COST (Round budget amounts	
A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)	to nearest dollar)	
A.1 Straight Time A.2 Overtime Police Sergeant: 74 hours @ \$84.43 Police Officer: 148 hours @ \$66.79 A.3 Benefits	\$6,248.00 \$9,885.00	
TOTAL PERSONNEL SERVICES	\$16,133.00	
B. Operating Expenses (maximum \$2,500)		
Decoy operations, Shoulder Tap operations, B-girl operations and Narcotics Investigations "buy money."	\$600.00	
TOTAL OPERATING EXPENSES	\$600.00	
C. Equipment (maximum \$2,500)		
(Attach receipts for all equipment purchases to monthly billing invoice)		
Undercover Electronic surveillance equipment	\$2,500.00	
TOTAL EQUIPMENT	\$2,500.00	
D. Travel Expense/Registration Fees (maximum \$2,500) (Registration fee for July 2018 GAP Conference attendee is \$325 each)		
Registration for July 2018 GAP Conference	\$650.00	
Travel, lodging, and per diem for July GAP Conference	\$1,500.00	
TOTAL TRAVEL EXPENSE	\$2,150.00	
TOTAL BUDGET DETAIL COST, ALL CATEGORIES	\$21,383.00	

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, IMPLEMENTING A PROGRAM TO CONDUCT ALCOHOL-RELATED ENFORCEMENT PROGRAMS TO BE FUNDED IN PART FROM FUNDS MADE AVAILABLE THROUGH THE GRANT ASSISTANCE PROGRAM (GAP) ADMINISTERED BY THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC)

WHEREAS, the City of Cathedral City desires to implement a program to conduct alcohol-related enforcement programs that target the sale of alcohol to minors and to purchase undercover electronic surveillance equipment that will be funded in part from funds made available through the Grant Assistance Program (GAP) administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABS);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The Chief of Police of the City of Cathedral City is authorized to execute on behalf of the City Council the attached contract, including an extensions or amendments thereof and any subsequent contract with the State in relation thereto.

SECTION 2. It is agreed that any liability arising out of the performance of this contract, including civil court action for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

SECTION 1. Grant funds received hereunder shall not be used to supplement expenditures controlled by this body.

SECTION 2. It is agreed that this award is not subject to local hiring freezes.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Cathedral City held on this 11th day of June, 2018, by the following vote:

Ayes:	
Noes:	
Absent:	
Abstain:	
	Stanley E. Henry, Mayor

ATTEST:
Gary F. Howell, City Clerk
APPROVED AS TO FORM:
Eric S. Vail, City Attorney



Cathedral City

Agenda Report

File #: 2018-220 Item No: 3.D.

City Council

MEETING DATE: 6/13/2018

TITLE:

Banking Services Agreement

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

It is recommended that the City enter into a one-year banking services agreement with two (2) one-year extensions, exercisable at the discretion of the City upon sixty (60) days prior written notice to Wells Fargo before the expiration of the term or extended term.

BACKGROUND:

The City's current banking services relationship has been with Wells Fargo Bank for the last 31 years. City staff recently completed a Request for Proposal ("RFP") with the goal of determining whether to continue with Wells Fargo Bank or establish a banking relationship with another financial institution. Staff contacted nineteen (19) Coachella Valley Banks and two (2) Coachella Valley Credit Unions, and posted the RFP on the City's website, as can be seen by the attached. We received five (5) responses to the RFP. Two of the respondents were disqualified as they did not either meet the minimum qualifications or were non-responsive to the questions asked in the RFP. Also note, staff made significant efforts to contact Cathedral City banks (Bank of America, US Bank and Chase) but they did not respond.

DISCUSSION:

As one can imagine, changing a banking relationship is a very intensive undertaking and many issues need to be considered in the process. As can be seen by the attached, a very detailed RFP was prepared to address and identify the City's banking needs. The three remaining respondents were scored independently by five city staff members on all the criteria outlined in the RFP. Of a total number of points possible, exclusive of pricing, Wells Fargo Bank was number one with 334 of 350 points, Citibank was number two with 288 of 350 points and Pacific Western Bank was number three with 267 of 350 points. Please note that both Wells Fargo Bank and Pacific Western Bank have locations in Cathedral City. As for pricing, Citibank was number one, Wells Fargo Bank number two and Pacific Western Bank was number three.

After completing the evaluation, several discriminators were identified in addition to the ratings and cost proposal such as:

File #: 2018-220 Item No: 3.D.

- Is the bank a direct member of the Federal Reserve System?
- Is their insurance company registered to do business in the State of California?
- Are they an approved LAIF depository?
- What is their rating under the Community Reinvestment Act?
- Do they have a dedicated public banking unit
- What are their ratings with Standard & Poor's and Moody's
- Do they have the appropriate security protocols and encryption abilities required by the city?
- What is their disaster preparedness plan?
- What is the return on investment for their sweep services (assuming they provide sweep services)?
- Do they have comparable relationships with other public agencies of our size?
- Are they a direct member of NACHA?
- How do they handle merchant services and corporate credit cards?
- · How do they handle cash management, reporting and investment services?
- Will the bank be able to transition to our ERP (Enterprise Resource Planning) software that we are currently in the process of implementing over the next year to 18 months?

On all accounts, Wells Fargo Bank addressed and meets these needs above and beyond that of the other respondents.

Understandably, there is significant concern, due to the recent announcement of fines and penalties assessed against Wells Fargo Bank as to how they were doing business. It should be noted that many of the banks over the last several years have also been in a similar situation to include but not limited to Bank of America, Chase, Citibank, US Bank, Goldman Sachs to name a few. Rabobank, who responded to the RFP but was disqualified, was fined \$1 billion dollars over a LIBOR scandal and recently forfeited \$368 million in a money laundering probe. Pacific Western Bank is currently part of a class action lawsuit for unfair labor practices from not paying overtime and not providing the appropriate regular and meal breaks to its' employees. In short, there is not a perfect financial institution that has not been under scrutiny for one thing or another either currently or in the past. In consideration of all the information and after a detailed review and discussion with the subcommittee, which included Mayor Pro Tem Pettis, Councilmember Kaplan, City Manager McClendon, Administrative Services Director Scott and Accounting Services Manager Biersack.

The results of the RFP were presented to City Council at the May 9th, 2018 Council Meeting. It was recommended we move forward with a one-year contract with Wells Fargo Bank and complete another RFP at that time. After legal review, the City, at its sole discretion would have the option to extend the contract by up to two (2) one-year terms with a 60-day notice.

FISCAL IMPACT:

A small positive impact to the General Fund

ATTACHMENTS:

List of Financial Institutions and respondents to the RFP Copy of the Request for Proposal Bank Services Agreement

Banks in Coachella Valley

					Proposal
Bank Name	Address	City	Zip	Denied	Received
Wells Fargo Bank	69255 Ramon Rd.	Cathedral City	9223	1	12/28/2017
Bank of America	69135 Ramon Rd. Ste A	Cathedral City	9223	1	
Chase	67800 Vista Chino	Cathedral City	9223	1	
Pacific Western Bank	30855 Date Palm Dr.	Cathedral City	9223	1	12/21/2017
US Bank	35950 Date Palm Dr.	Cathedral City	9223	1	
Citibank	1675 E Palm Canyon Dr.	Palm Springs	9226	1	12/20/2017
BBVA Compass Bank	420 S Palm Canyon Dr.	Palm Springs	92262	2	
MUFG Union Bank	500 S Indian Canyon Dr.	Palm Springs	9226	11/01/2017	7
Pacific Premier Bank	901 E. Tahquitz Canyon Way	Palm Springs	9226	2	12/26/2017
Rabobank	500 S Palm Canyon Dr. Ste #115	Palm Springs	9226	1	12/28/2017
Provident Bank	71991 Hwy 111	Rancho Mirage	92270)	
Altura Credit Union	36101 Bob Hope Dr. Ste E9	Rancho Mirage	92270)	
Bank of Southern California	74175 El Paseo	Palm Desert	92260)	
CIT Bank	44495 Town Center Way STE A	Palm Desert	92260	11/01/2017	7
Community Valley Bank	39575 Washington St Ste 101	Palm Desert	9221	L	
First Republic Bank	73010 El Paseo	Palm Desert	9226)	
First Bank	73000 Hwy 111	Palm Desert	92260)	
California Bank and Trust	73-301 Hwy 1111	Palm Desert	9226	11/02/2017	7
Sun Community Credit Union	34140 Monterey Ave	Palm Desert	9221	L	
Bank of the West	74989 Hwy 111	Indian Wells	92210)	
First Foundation Bank	74850 Hwy 111	Indian Wells	92210)	

City of Cathedral City 68700 Avenida Lalo Guerrero Cathedral City CA 92234

Banking Services

Request for Proposal (RFP)

Issue Date: October 31, 2017

Proposals are due December 28, 2017 by 5:00 pm (PDT)

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SUBMISSION INFORMATION	19
SERVICES AGREEMENT	
TEMPLATE	20

The City of Cathedral City (City) is seeking proposals for Banking Services for its bank accounts, related depository, and cash management services in accordance with this Request for Proposal (RFP). All proposals must be in the format specified, with a separately sealed cost proposal clearly identified. These proposals will not be opened and read publicly.

PURPOSE OF THE RFP

The City of Cathedral City is seeking proposals from qualified public depositories (a state or national bank (financial institution) located in this state, as defined by Section 53635.2 of the California Government Code) to provide a variety of commercial banking services. The institution must be a member of the Federal Reserve System, a federally or State of California chartered financial institution; and in good standing among other comparable banks. The respondents must be adequately capitalized to accommodate the City's cash and investment management needs.

The City intends to select a financial institution to provide banking services with a branch office within the City limits or in the Coachella Valley. These services include:

- 1. General Banking Services
- 2. Merchant Card Processing
- 3. Credit / Purchase Cards

It is the intent of the City to award the contract for an initial three-year period with the option to renew it for additional three-year periods at the discretion of the City. Prices in subsequent years shall be negotiated based on satisfactory customer service.

BACKGROUND

Cathedral City is conveniently located 110 miles east of Los Angeles and 130 miles northeast of San Diego. The City is a business and resort community located in the heart of the Coachella Valley located between Palm Springs and Rancho Mirage in eastern Riverside County. With a diverse population of more than 54,000, Cathedral City is the second-largest city in the Coachella Valley. Occupying a land area of approximately 24 square miles at an elevation of 400 feet above sea level, the City boasts an ideal climate of 350 sunny days a year. The City offers clean air, scenic beauty and unlimited leisure activities, housing options and business opportunities. Colonel Henry Washington discovered Cathedral City in 1850, naming it after nearby rock formations resembling a grand cathedral. The City is proud of its cultural diversity and rich history. The Agua Caliente Band of Cahuilla Indians established their reservation in 1876, and the City housed its first subdivision in 1925, and was incorporated in 1981.

Cathedral City is an ideal base to enjoy what sunny Southern California offers. Conveniently located off the I -10 freeway and less than five miles from the Palm Springs Airport, Cathedral City boasts the greatest amount of family friendly recreational activities in the Coachella Valley including the Desert Ice Castle (the only ice skating rink in the Coachella Valley) where Olympic athletes train; Boomers (miniature golf, bumper cars & batting cage); a 17-acre soccer park, where State championships have been held; Big League Dreams Sports Park, which hosts NCAA Women's softball; and three topnotch golf courses. The City of Cathedral City is also known as "The City Where Art Lives". One of the most visually capturing and historically rich pieces of art in the City is the "Fountain of Life" located in Town Square. Featuring mosaic tiles, stone sculptures, and a "spray ground," the fountain provides beauty and a place for adults and children to cool off in the summer's heat.

The City offers public, private, and charter K- 12 and preschools and is part of the Palm Springs Unified School District. The University of California at Riverside and California State University San Bernardino, which both have local campuses, and the College of the Desert are all located within 9 miles. Residents also have access to outstanding healthcare at Eisenhower Medical Center and Desert Regional Medical Center, which includes a trauma center.

The City of Cathedral City currently maintains a primary commercial banking relationship with one depository institution. The City currently holds a "sweep" type account The City has determined a review of the services offered by qualifying institutions is required. It is the City's preference to maintain commercial banking services with one financial institution to maximize cash flow and minimize administrative costs. The City encourages financial institutions to submit the most comprehensive proposal possible offering the highest quality of service while providing opportunities for improving the current management of cash flow. The City is also interested in various technological advances improving banking, cash management, and customer service capabilities.

The City will administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, timeline, or any other aspect of the process as deemed necessary. By requesting proposals, the City is not obligated to award a contract or pay the expenses of proposing banks for the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and Council approvals.

PROPOSAL REQUIREMENTS

Four copies of the proposal should be submitted in a binder format. Proposals shall consist of the listed tabs on the following pages (Tabs A - V). All financial institutions are encouraged to be creative and innovative in responding to this RFP. Discuss any creative pricing or payment options the bank can provide. Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but could be of benefit to the City.

Proposal Format: A proposing financial institution must follow the instructions for preparing the proposal in the prescribed format. Please answer the questions in section tabs (A through V) using the number sequence shown. Do not include any irrelevant or marketing information.

No Proposal: If a service requirement or section of the proposal cannot be met by a proposer, then "No Proposal" should be indicated in the relevant tabbed section of the proposal. An alternative equivalent service may be offered.

Contracted Services: If a service is provided by a third party, please indicate this clearly in the relevant tabbed section of the document.

Cover Letter (one page preferred): The letter should designate the proposing bank, the address of the institution where the relationship will be domiciled, the address of the local branch, if different, and be signed by an authorized bank officer. The cover letter should also include the primary contact for this Request for Proposal. No pricing information should be included in the cover letter.

All proposals shall include the following tabs:

TAB A - TABLE OF CONTENTS

The table of contents should reflect the RFP format.

TAB B - MINIMUM QUALIFICATIONS

To be considered for selection, proposing banks must meet certain minimum qualifications.

- 1. Is your institution a State or National Bank as defined in California Government Code Section 53630.5?
- 2. Does your institution have established offices within the City of Cathedral City? When applicable, please list branch and ATM locations within the City of Cathedral City, and the Coachella Valley.
- 3. Is your institution a member of the Federal Reserve System with access to all Federal Reserve services?
- 4. Is this institution insured by the Federal Deposit Insurance Corporation (FDIC)?
- 5. If your financial institution is not insured by the FDIC, please disclose your association and how the institution is insured.
- 6. Is your institution a qualified depository of public funds in compliance with Section 53649 of the California Government Code? Would your institution be capable of collateralizing public fund deposits exceeding \$10 million? What is your institution's current level of public funds deposits and related collateral? How will the City's deposits be collateralized?

TAB C - BANK OVERVIEW

- 1. **Banking Overview** Please provide an overview of bank, governmental client service philosophy, and corporate organization including identification of the government services unit, location of corporate, processing center, and branch localities. Also, please provide any relevant information regarding a correspondent bank relationship, including a list of the financial institution's holidays.
- 2. *Experience* Describe the bank's direct experience in servicing public sector clients. Please include: the number of public agency clients, the dollar amount of public funds on deposit, and bank's knowledge of and adherence to the California Government Code and other applicable laws. Will the institution be able to comply with transaction confirmations and respond to other requests for data as needed from the City's auditors?
- 3. **Relationship Management** Identify the size and scope of this public banking unit, bank officers responsible for the City's accounts, what each person's role and responsibilities will be and the relevant credentials and experience of each person on the relationship management team. Please specify the name and title of who will be designated as the bank's relationship manager for the City.

- 4. **Differentiation** Please describe what sets the bank's government banking unit apart from others. Does the institution provide a toll-free number for Customer Service? What is the average wait time when contacting this number? What is the average resolution time for issues presented to this number?
- 5. *Customer Service* The expected time to return calls will be 30 minutes to one hour. Can the institution commit to this time requirement? What are the hours a designated team or staff member is available to the City?
- 6. *Strength* Please provide key measures of the institution's bank's financial strength, including total assets, market capitalization, and ratings from Standard and Poor's and Moody's. Include a copy of the bank's most recent audited financial statements in TAB V.
- 7. *Third-Party Liability* If there are third-party services identified in any of the tabbed sections, will the bank interface directly with, and assume full responsibility for, any third-party service providers, e.g., couriers?

TAB D - COMMUNITY INVESTMENT AND SOCIAL RESPONSIBILITY

- 1. *CRA Rating* Provide the bank's Community Reinvestment Act (CRA) rating and describe in detail, specific projects and community involvement activity in Cathedral City and the Coachella Valley.
- 2. Are donations or *in-kind* contributions made to local organizations? If so, please give examples of recent contributions relevant to Cathedral City and the Coachella Valley.
- 3. What types of incentives will the bank offer City employees to open accounts and have their paychecks direct deposited?

TAB E - REFERENCES

- 1. *References* Please provide five (5) local government or client references of similar size and scope of service utilization as the City. Include the following information for each reference:
 - Customer name
 - Contact name and title
 - Telephone and email
 - Street address, state, and zip code
 - Number of years as customer
- 2. Description of services provided including contract amount, when provided and project outcome.

The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Describe fully the last three contracts performed by your firm terminated with or without cause. Please include the following information:

- Customer name
- Contact name and title
- Telephone and fax number
- Street address, state, and zip code
- Description of services provided
- Explanation for contract termination
- 3. Statement of Past Contract Disqualifications The Financial Institution shall state whether it, or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, explain the circumstances.

The staff of the Financial Institution who will be responsible for carrying out this Agreement have not, within the last two years, been convicted of any crime or pleaded nolo contendere or agreed to any consent decree with respect to any matter involving breach of trust or fiduciary duty or securities law violations.

4. **Pending Litigation** – Does your institution have any pending litigation with any California government agency clients regarding banking services? If so, please describe the instance.

TAB F - CHECK PROCESSING

- 1. The City currently issues approximately 500 accounts payable checks per month. The City is processing payroll checks "in-house". Payroll checks are paid through direct deposit. The City would like funds to be available the next banking day after the file is transmitted to the bank (see Wires, ACH, and Direct Deposits for additional information). Please describe in detail the ability of the bank to provide the above deposit services for the City's account(s).
- 2. Can the City establish Zero Balance Accounts (ZBA's) tied to our main operating account? Are there any limitations to the type of ZBA?
- 3. Will postings of the daily total from ZBA's to the main account be accessible through a detailed report of the main account, or must the City access each account separately?
- 4. Are paid items/checks truncated, with images (front and back) transmitted to the City?
- 5. How are check images provided to the City, e.g., Compact Disk-Read Only Memory (CD-ROM)?
- 6. Are the images also available online? For how long? Are the images also available by e-mail? How soon after a check has been cashed is the image available?
- 7. Is the City capable of receiving an online report of checks paid daily and previous day? Can the check status be viewed online? Is there an associated cost?

- 8. Do you offer full and partial account reconcilement? Please describe the bank's reconciliation services. How are 'stop' payment checks being coded in the account reconciliation file?
- 9. Does your bank provide an electronic file in the City's specified format (CSV or XLS) to include the following fields (to be used for automatic check reconciliation with our current financial system)?
 - Check Date
 - Check Number
 - > Amount
 - Cleared Date
- 10. What methods are provided for stop payment orders, and how are they confirmed? Can the request be input online? If input online, is the confirmation immediate?
- 11. Within what time frame (hours) does the stop payment order take effect? Immediately?
- 12. How long do stop payment orders remain in effect? Are there different duration options, such as 6 months, 1 year, or 2 years, without the need to implement extensions? Is the cost different for each option?
- 13. In the case of stale dated checks, will the bank agree to not honor any checks outstanding (based on the dated date of the check) for six months or more? Is there a cost to the City for reviewing and returning stale dated checks?
- 14. How does the bank compensate the City for checks cashed after a stop is placed or if stale dated, and how many days does it take for the bank to reimburse the City?
- 15. Does the bank have a safeguard mechanism at the teller windows to detect fraudulent checks not issued by the City or signed by authorized signers? Describe the bank's notification procedure within the banking system and to City contacts.
- 16. Will the bank guarantee items drawn on the City accounts be paid regardless of the balance in the funding account? What is the charge for covering these items?
- 17. Describe the bank's policies concerning daylight overdrafts, and what, if any, impact these policies may have on the management of the City's accounts.

TAB G - POSITIVE PAY

The City of Cathedral City currently has Positive Pay. Please provide your institution's perceived benefits of positive pay along with the cost.

- 1. Describe the bank's capabilities for Positive Pay and indicate what fields are currently included. How flexible is the bank's file format?
- 2. Do you offer name verification (payee validation) under positive pay? Is it a one-line payee verification or 2-lines payee verification? How restrictive are name specifications for the printed checks? Do you have restrictions such as font size, no bolded names, etc.? Do you have high read rates?

- 3. Following a successful submission of the Positive Pay data, can the bank accept subsequent add/delete data to become effective immediately for manual or void checks?
- 4. How are exception items under Positive Pay reported to the City? Describe how the bank provides image viewing for exception items.
- 5. What is the procedure and timeline for paying or returning exception items? What is your default disposition if you do not receive the pay decision response by the deadline?

TAB H - WIRES, ACH AND DIRECT DEPOSITS

The City currently processes its own payroll. It is anticipated bi-weekly payroll will generate approximately 175 payroll checks; with 100% direct deposit participation.

- 1. The City anticipates using ACH or Direct Deposit of employees' payroll. Describe types of direct deposit files acceptable to the bank. What are the cut-off times for delivery of a direct deposit file? What is the 'drop dead' deadline to guarantee employee posting? Are there fees associated with missing the standard deadline? Are fees different if the direct deposit files are delivered prior to deadline date?
- 2. Describe the acknowledgments provided and the associated timeline when (a) receiving a file transmission, and (b) when a file transmission fails.
- 3. Describe the procedure for notifying the City when an ACH, a payroll ACH or wire transmission fails. How soon will the notification occur? Is the City's bank account made whole immediately when a wire or ACH transmission fails?
- 4. Do you recommend/require pre-notifications for every transaction prior to transfer?
- 5. What screening measures does the bank use to minimize errors on files sent to the bank, i.e., pre-notes, ABA screening, etc.? Describe how return items and returned pre-notifications are handled.
- 6. To be compatible with your direct deposit service, are there any restrictions on the software we can use to prepare our payroll?
- 7. The City may submit tax payments and other time sensitive payments by ACH file transmission. What are the different file transmission options? What are the delivery and transmission deadlines? Can transmissions be initiated and monitored online?
- 8. If the City uses the service for making tax payments, do you guarantee the timing of the payment? If the payment has been made within the cut-off time, but is delayed, will the bank absorb any penalties and interest charges assessed by the tax authority? Describe any restrictions or limitations.
- 9. Do you provide the City the ability to change, add or delete an item after transmitting our ACH file to you? If yes, describe the procedure and cut-off times?
- 10. Describe the system security in general and how it will guard against unauthorized ACH debits to the City's accounts. If unauthorized ACH transactions post to the City's account, describe how the transaction would be resolved.

- 11. What assistance do you provide in establishing a new ACH transmission? Do you provide access to a database of ACH member institutions and ABA transit routing codes? What is the cut-off time in Pacific Standard Time for initiating ACH and when the recipient account receives the funds?
- 12. Describe the bank's online wire transfer capabilities. What is the cut-off time in Pacific Standard Time for initiating wire transfers to ensure same-day execution?
- 13. What safeguards and security measures does the bank have in place to protect the City, especially against unauthorized use of the system? Are there daily limits on wire transfers? Include a description or sample of the bank's fund transfer agreement.
- 14. Is your bank both a sending and receiving bank of the National Automated Clearing House Association (NACHA)?
- 15. With regards to ACH and wire services, what are the bank's contingency plans in the event of a system failure? Do you offer these services by means other than a computer system? Do you have backup process if internet/transmission lines are unavailable? Will the City be immediately notified of any changes or problems and the ability to re-send a file or delete a file?

TAB I - DEPOSIT ACTIVITY

City Hall serves as the primary depository for City departments. Currently, the City collects approximately 600+ checks per month. In addition, about \$30,000 in currency and coins per month are deposited from City Hall.

- 1. Describe the bank's required preparation for cash deposits, currency, coins, checks, and checks in foreign currency.
- 2. Does the bank offer desktop deposits of checks? In addition, does the bank offer third-party desktop deposits of checks? If so, is there an additional fee for third-party capability? Please describe they type of equipment required.
- 3. Describe funds availability (when it becomes ledger credit) and cut-off times for:
 - a. Scanned check deposits
 - b. Checks drawn on the same bank
 - c. Incoming ACH direct deposit and incoming wires
- 4. Does the bank guarantee immediate credit (same day funds credit) on all incoming wire transfers and U.S. Treasury and State of California checks upon receipt?
- 5. Are you an approved State Depository? Are your availability policies different from the Federal Reserve Bank's availability schedule? Will the City receive same day availability of funds for images and check deposits drawn on the bank?

- 6. The City may require daily cash deposits including coin deposit delivery to the bank. What are the packaging criteria for accepting currency deposit delivery? Does the bank have an efficient system to process high volume of cash and coins?
- 7. What is the same-day ledger cut-off for direct local branch deposits? How many bank branches do you have in the City of Cathedral City and/or the Coachella Valley?
- 8. Will the bank be able to fulfill the City's requirement for returned deposit items to be redeposited at least once? Is there a charge for this? Is there an NSF check fee for the first and/or second return on the same deposit?
- 9. Describe how the bank handles any deposit discrepancies, including checks deposited to the City by mistake. What supporting documents are provided for deposit adjustments? How will you notify the City?
- 10. Describe the return procedures for checks. If the original check is deposited, will you return it? How long does it take for returned items to be sent to the City? Is an automatic re-clearing option available? Can you provide an internet based returned-check list with images both front and back?
- 11. What are the cut-off times for image and check deposits at the bank's operations center to ensure same day ledger credit?

TAB J - DIRECT DEPOSIT RELATIONSHIP - STATE OF CALIFORNIA

The City transacts with the State of California Local Agency Investment Fund (LAIF) and receives tax apportionments on a regular basis. Please provide the following information on your experience with LAIF.

- 1. Is the bank an approved State of California Depository?
- 2. What is the charge per transfer to LAIF? From LAIF?
- 3. Please describe the method the financial institution processes payments from the State of California and LAIF transfers.
- 4. Does the bank have an office in Sacramento with a direct DDA banking relationship with the State Treasurer's Office and the State Controller's Office?

TAB K - CASH MANAGEMENT, REPORTING AND INVESTMENT

The City currently uses a web-based daily balance and detailed reporting information system. The City requires daily cash balance reporting information for all account(s), for both prior day and current day (intraday) information. The City utilizes the web-based system for transfers between the City accounts and LAIF. The City requires at a minimum online monthly bank statement showing summaries, reconcilements and relevant detail.

- 1. Please describe the bank's online information reporting system including any costs associated with web-based reports. The City may request a demonstration of the online reporting system. In your response, please include the file export and the ability to implement internal controls (multiple levels of approval authority).
- 2. Describe or provide a sample copy of screens showing the information reports the City can obtain from your system.
 - a. Can the reports be custom-tailored for the end-user?
 - b. At what time is prior day information available for access by City staff? Is intra-day reporting available via the Internet? How often is intra-day information updated and when? Please provide a sample of prior day and intra-day reports as a best example of the system's capabilities. Include the reports in this section.
 - c. Is it possible to get online reports before the monthly statement is available? (e.g., for example, if we need information from the 10th of the month through the 20th of the month, is it possible to obtain real-time reporting?)
- 3. What are the computer hardware and software specifications for check scanning and the bank's online system?
- 4. Describe the systems security, including whether passwords, authentication, and/or encryption techniques used to protect online data?
- 5. Does the online system export information to third-party software or accept online files?
- 6. Provide a report showing system down time for the past year. Include the types of services available and how it was communicated to the client. Describe the backup procedures for times when the system is unavailable. What is the bank's contingency plan for providing this information in the event of unexpected bank systems problems or natural disasters?
- 7. How long is information maintained at the bank and online? Is historical data always accessible online? If not, describe the procedure for accessing the information and turnaround time.
- 8. What other online or internet based systems are currently available to customers?
- 9. Provide the frequency and format of reports provided to the City.

TAB L - SWEEP SERVICES

The City of Cathedral City currently has sweep services.

- 1. Do you offer an overnight sweep service for collected balances at the end of the day with automatic fund transfer?
- 2. Describe the overnight sweep account offered by the financial institution including overnight investment options available to maximize the City's potential earnings.
- 3. Is the bank's sweep an end-of-day or intra-day sweep?
- 4. What sweep investments are available for public funds clients? Please include a prospectus and sample financial statements on the fund.
- 5. What are the costs associated with the sweep (monthly maintenance, set-up charges, fund expenses, transaction fees, etc.)?

- 6. What are the total assets in your institution's sweep program and what is the largest individual customer balance in the last month?
- 7. Provide historical rates on your sweep fund(s) for the past 12 months.

TAB M - CORPORATE CREDIT CARDS AND/OR PURCHASE CARDS (P-CARDS)

Currently, twenty City staff have been issued corporate credit cards. The monthly City credit line for all current card holders totals \$100,000. The estimated annual combined spend on these cards is \$250,000.

- 1. Do you have an online system for accessing credit card information? Describe the online system and information (detail and summary data relating to purchases and payment) available to City staff.
- 2. Provide a sample copy of your monthly statement. What is the typical statement period? Does the City have flexibility in establishing the billing dates, provide monthly statement cut-off date and payment due date or related timeframe.
- 3. What are system support hours and customer service hours?
- 4. Provide any costs associated with initiating a card, annual fees, financing charges, and access to the online system. In addition, please provide information related to rebates or rewards associated with credit card purchases. If rewards or rebates are available for credit card purchases, are there additional fees or charges associated with these programs?
- 5. Is there a notification process to cardholder for late payment?
- 6. Describe the administration process for City users to access the online system.
- 7. Describe the offerings and benefits of credit cards versus P-Cards?

TAB N - BANKCARD PROCESSING - MERCHANT (CREDIT CARD) SERVICES

The City's monthly credit card receipts amount to about \$100,000. The City currently accepts credit card payments for American Express, Discover, MasterCard or Visa, and may accept other payment brands in the future. Locations of payments are City Hall, the Fire Department and the Police Department.

Please describe the bank's Bankcard and Point-of-Sale processing capabilities.

- 1. Please quote a discount rate and all other applicable charges for credit card processing. Quote for both swiped and non-swiped transactions.
- 2. What are fees associated with debit card transactions?
- 3. How is the applicable interchange fee determined for each transaction? What recommendations does the bank have to minimize these fees?
- 4. If the City chooses to transition its credit card transactions to your financial institution, will the bank supply the City with terminals, printers, and pin pads? Is there an associated cost to lease or purchase the requisite equipment? Do you support internet connectivity to terminals?
- 5. When and how will the City receive funds for each day's transactions? Is settlement by ACH or Fed Wire? Are settlement amounts listed separately on the bank statement or will they appear as one lump sum?

- 6. Is the bankcard relationship managed by a separate unit of the bank, or by the Account Relationship Manager? Please briefly describe the organizational structure. What is the available means to resolve disputes and the associated timeline?
- 7. Describe the online reporting for merchant service accounts. Provide a list of available reports.
- 8. Is the system capable of combining several merchant accounts into groups and assigning permission to run reports by group?
- 9. Please describe what assistance you can provide the City with Payment Card Industry (PCI) compliance.

TAB O - ONLINE BANKING INFORMATION SYSTEMS, SECURITY, INTEGRATION AND DISASTER CONTINGENCY

- 1. Describe the bank's online capabilities and security. In addition to your description, please include the following items:
 - a. Does it have fraud detection programs for unauthorized transactions.
 - b. Capability to upload or download electronic data from the bank to the City or from the City to the bank, or to outside third party such as the State of California.
 - c. Availability of reports exported to Microsoft products.
 - d. Ability to place currency order online.
 - e. Security for user access administration of online business banking.
- 2. Please describe in detail, the bank's compliance with State and Federal regulations pertaining to this area?
- 3. Please describe testing of core service applications and systems assuring information backup, anti-intrusion, and other privacy requirements.
- 4. Does the bank have a centralized program to manage changes and globally applied to all online programs, statements, reports being affected? Please describe the process, any related time stamps, etc.
- 5. Describe the bank's disaster contingency plans, contacts and backup systems for continued City operations in the event of system failure and natural disaster and other emergencies.

TAB P - CONVERSION PROCESS AND TRAINING

In the event your bank is selected, key branch and bank staff assigned to the City may be required to participate in an on-site review of City finances and other existing banking practices. The bank will be expected to make a written report to the Administrative Services Director of its findings and recommendations and develop a conversion plan based on the review.

- 1. Describe the plan your financial institution would coordinate to ensure a smooth transition from the current provider.
- 2. Provide a typical conversion timeframe and indicate what factors could alter the conversion period. In addition, provide a sample conversion timetable/schedule.
- 3. Describe the onsite training to the City's staff for the operation and use of the financial

institution's services and automated systems for areas of service.

- 4. Will the conversion be at no cost to the City? If not, provide information on the conversion costs. Will the bank provide a conversion allowance to the City? If so, how much?
- 5. Will the Bank take the lead and responsibility for the conversion progress, with weekly updates of progress to staff?
- 6. Do you provide on-line and/or written user manuals for all services? How often are manuals updated?
- 7. Do you provide on-going training after implementation? Is the training available on-site, off-site or online?

TAB Q - PAYMENT FOR SERVICES, BANK COMPENSATION

The City currently compensates for bank services through a combination of direct fees and an earnings allowance based upon compensating balances. In addition, all ZBA accounts and other accounts are linked to the main operating account and fees are consolidated under the operating account. The City requires a monthly account analysis report with a summary page for all accounts.

- 1. Does the bank accept compensation in fees, balances, or a combination of the two? Is the price schedule the same either way?
- 2. List the bank's Earning Credit Rate (ECR), and how it is calculated and applied. What accounts are taken into consideration?
- 3. Please explain in detail, how and when the FDIC assessment is computed and charged?
- 4. Please detail exactly which types of items and services can be applied against the City's account analysis in addition to the standard bank services, i.e. merchant bankcard processing, bank courier service, etc.
- 5. What procedure is used to make any adjustments to Account Analysis statements and how long does it take for adjustments to take effect?
- 6. Please state the negative collected balance charge the City will pay and, in detail explain how the charge is computed. Is the rate quoted in this proposal good for the term of the contract? Please provide escalation clauses and list your actual negative collected funds rate for each of the last 12 months.
- 7. Please provide a sample account analysis statement.
- 8. Are Treasure Management Association (TMA) codes included on the Account Analysis Statement? How is statement delivered and how quickly can we expect delivery?
- 9. Please provide a copy of the Account Analysis Statement as an exhibit
- 10. Does the bank have any special charges not specified in the pricing schedule relating to operations of the bank account? For example, do you charge for an excessive error rate on encoding?
- 11. Will your institution guarantee the prices in this proposal for the contract period? If not, how will future price increases be calculated?

TAB R - E-PAYABLES OR ELECTRONIC PAYMENT SERVICES

In addition to any information provided in TAB H above, the City could be interested in electronic bill payment services for regular accounts payable transactions, if it is cost-effective.

- 1. Please thoroughly describe the bank's electronic bill payment, EFT and ACH services, as they relate to accounts payable.
- 2. What hardware, software, and special programming are required for the implementation of an ACH credit program for payments to City vendors? Has the bank worked with any users of Tyler Munis software to accept a file?
- 3. Do you offer any electronic vendor payment services with a rebate of merchant transaction fees to the City?
- 4. Please detail all costs associated with ACH for a vendor payment program.
- 5. Please detail all costs associated with your automatic bill payment program.
- 6. Please detail all costs and processes for auto draft (automatic payment deductions).

TAB S - ARMORED CAR SERVICES

The City currently does not contract with an armored car company for armored car transport to pick up cash and checks from the City Hall to be deposited at the bank. In the future, the City may require the bank to provide this service as part of their proposal. If so:

- 1. Does your bank have a contract for this service?
- 2. Who is the service provider?
- 3. Does your bank or third-party provider for this service, provide secure transportation services for deposits? What are the costs for these services?

TAB T - INVESTMENT SERVICES

Please describe investments service offered by the financial institution; excluding the duplicate description of overnight sweep account capabilities included in TAB L above. The City is particularly interested in short-term options to preserve potential cash flow needs. Please indicate the bank's knowledge of the relevant sections of the government code as it relates to municipal investments.

TAB U - SERVICE ENHANCEMENTS

Based on the information provided in the RFP and your bank's knowledge of the public sector, please describe any services or technological enhancements not previously mentioned, to be considered for further improving the effectiveness of the City's treasury management operations.

TAB V - SUPPLEMENTARY INFORMATION

- 1. Provide a list of insurance carried and amounts covered Indicate insurance underwriter or if self-insured. The selected financial institution must within (20) working days of award of contract, provide and maintain in force during the term of the services contemplated, Certificates of Insurance providing coverage as specified herein for Workers' Compensation, Commercial General Liability, Automotive Liability, and Error and Omissions Liability or Professional Liability in amounts consistent with the services provided and as determined jointly by the City and the Bank. Such policies shall be issued by companies admitted in the State of California. A copy of the City's Standard Insurance Requirements and Indemnity Clauses are attached for reference.
- 2. Standard Bank Fee Schedule for Government/Corporate Clients
- 3. Bank Credit and CRA Ratings
- 4. Most current Annual Report
- 5. Statement of Auditing Standards (SAS) 70 Covering Operating Controls
- 6. Sample Account Analysis Statement and User's Guide
- 7. Sample Account Reconciliation Reports, Account Statements and Positive Pay Reports

EVALUATION OF PROPOSALS AND NEGOTIATIONS

All proposals submitted will be reviewed by an evaluation panel consisting of the City of Cathedral City personnel. At the completion of the proposal review, the panel may invite the top scoring institutions to make a presentation and provide a software demonstration, at no cost to the City. The City may request Best and Final offers. Based on the presentation and the Best and Final offers (if requested), the panel will select the proposal best fulfilling the City's requirements. The City may negotiate with the institution to determine final pricing and contract form.

Proposals will be evaluated on the following criteria:

- Demonstrated understanding the needs and operation requirements of the City
- Compliance with the requirements of this RFP
- The experience, resources and qualifications of the financial institution and individuals assigned to the City's account
- Relevant experience managing similar account relationships with public institutions and similar clients
- Bank and branch locations
- Availability schedule
- Scope of services offered including the degree of automation
- Financial strength and capitalization
- Adequacy of financial controls and protection against loss
- Quality and scope of conversion plan
- The value of any new product or service suggestions or other new ideas and enhancements
- Proposed fees and compensation

A selection panel will be convened of City staff, which will primarily include Finance and Information Technology.

CONDITIONS AND STIPULATIONS

The City reserves the right to reject any proposals, cancel this RFP, and waive any non-material irregularities or informalities and to request additional information and clarification regarding any service(s) from the proposing institutions.

By requesting proposals, the City is not obligated to select any proposal or pay expenses of the proposing financial institutions for the preparation or submission of a proposal. The City reserves the right to reject any proposal for any reason. The proposal should be the best effort possible by the institution, since the City reserves the right to award the contract with no further negotiations. Conversely, the City reserves the right to negotiate with the successful proposer any additional terms and conditions not contained in their proposal or to revise the scope of this RFP, which are in the best interest of the City. All proposals, whether accepted or rejected, shall become the property of the City of Cathedral City. All proposals received become public records. The City's decision to award a contract will be based on many factors including, but not limited to service, cost, experience, financial strength, and ability to deliver, or for any other reason deemed by the selection committee to be in the best interest of the City. No single factor, such as cost, will determine the final decision to award. This RFP and the bank's response, including all promises, warranties, commitments, and representations made in the successful proposal, shall become binding contractual obligations, and will be incorporated by reference in the final agreement (see page 22 for the City's Services Agreement Template) between the City of Cathedral City and the selected bank. All terms and conditions not specifically identified as exceptions will be considered acceptable to the vendor.

ESTIMATED TIMELINE (DATES SUBJECT TO CHANGE)

• Distribution of RFP October 31, 2017

• Deadline for Questions November 17, 2017, 5:00 PM

• Response to Questions December 1, 2017

• Closing Date December 28, 2017, 5:00 PM

Selected Vendor Presentations/Interviews February 28, 2018

Present Recommendations to City Council March 31, 2018

CONTACT

For questions regarding this Request for Proposal, please submit questions no later than **November 17**, **2017 at 5:00 pm** via email to: asyed@cathedralcity.gov

SUBMISSION INFORMATION

Proposals must be submitted to:

City of Cathedral City

Attn: Adnan Syed, Procurement Administrator

68-700 Avenida Lalo Guerrero

Cathedral City, CA 92234

All proposals must be delivered no later than **December 28, 2017 at 5:00pm.** Late submissions or proposals delivered via email will not be accepted.

AGREEMENT FOR BANKING SERVICES

THIS Agreement for Banking Services ("Agreement") is made and entered into this _____th day of June, 2018, by and between the City of Cathedral City ("Cathedral City"), and Wells Fargo Bank, N.A., a bank organized under the laws of the United States of America ("Wells Fargo").

WHEREAS, Wells Fargo is engaged in the provision of professional banking services throughout the State of California and desires to provide banking services to Cathedral City;

WHEREAS, Cathedral City requires the services of a bank with a wide variety of banking services to facilitate its operations, and Cathedral City finds that the retention of a professional, high quality experienced bank serves the public interest; and

WHEREAS, Cathedral City desires to maintain a banking relationship with Wells Fargo.

NOW, THEREFORE, in consideration of the mutual covenants and promises by and between the parties as hereinafter set forth, it is agreed as follows:

- 1. Wells Fargo shall provide services as a depository of funds for Cathedral City in accordance with all State, Federal and local requirements applicable to the provision of banking services to a public entity, including the requirement to collateralize deposits.
- 2. Wells Fargo shall furnish banking services to Cathedral City, including but not limited to:
 - a. Checking Accounts
 - b. ACH Services
 - c. Credit Card Services
 - d. On-line Image Retrieval
 - e. On-line Stop-pays
 - f. Purchasing Cards
 - g. On-line Wire Transfer Services
 - h. Positive Pay on Checking
 - i. Wells Tax Payment Solutions
 - j. Desktop Deposit with reporting
 - k. Positive Pay w/ Payee Validation
 - 1. Wells Image CD ROM
 - m. ACH Fraud Filter
 - n. CEO Previous Day Treasury Information Reporting
 - o. Returned Items
 - p. Account Reconcilement
 - q. Sweep Services to Investment Options
- 3. Additional banking services may be added during the term of this Agreement if Cathedral City determines a need for such additional services. These services will be provided at negotiated prices as approved by both parties to this Agreement.
- 4. The term of this Agreement will be for the period of one (1) year commencing from the date of the award through June 30, 2019, with two (2) one-year extensions, exercisable at the discretion of the Cathedral City upon sixty (60) days prior written notice to Wells Fargo before the expiration of the term or extended term.

- 5. Notwithstanding any provision to the contrary in any of Wells Fargo's ancillary agreements covering the banking services discussed in sections 2 and 3 above, this entire Agreement between the parties shall be governed by and construed according to the laws of the State of California; provided, however, that the underlying banking services may, where applicable, be governed by federal law, rules or regulations.
- 6. Attached is the Pricing Proforma referenced in the RFP and is considered Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

THE CITY OF CATHEDRAL CITY

Name:	
Title:	
Date:	
WELLS FAR	RGO BANK, N.A.
Signature:	
Signature: Name:	



Cathedral City

Agenda Report

File #: 2018-231 Item No: 3.E.

City Council

MEETING DATE: 6/14/2018

TITLE:

Accept Donation of Property from the City Urban Revitalization Corporation

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council adopt a Resolution accepting the donation of property located at 68701 Buddy Rogers (APN: 687-473-008) from the City Urban Revitalization Corporation "CURC" for public purposes.

BACKGROUND:

The City Urban Revitalization Corporation ("CURC"), an independent 501(c)(3) non-profit public benefit corporation, wishes to grant, via donation, to the City a parcel of real property located at 68701 Buddy Rogers (Assessor Parcel Number 687-473-008, aka new parking lot south of town square) for public purposes. The parcel is located at 68701 Buddy Rogers.

DISCUSSION:

The City has determined that this parcel is best suited for public use and, accordingly, staff recommends that the City Council adopt a resolution accepting its donation from CURC.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution

RESOLUTION NO. 18-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA ACCEPTING THE DONATION OF A PARCEL OF LAND LOCATED AT 68701 BUDDY ROGERS (APN: 687-473-008) FROM THE CITY URBAN REVITALIZATION CORPORATION

WHEREAS, the City Urban Revitalization Corporation ("CURC"), an independent 501(c)(3) non-profit public benefit corporation wishes to grant to the City, via donation one parcel of real property located at 68701 Buddy Rogers in the City of Cathedral City, Assessor Parcel Number 687-473-008 (the "Property"); and

WHEREAS, the City was informed that the Property is to be used for public purposes; and

WHEREAS, the City Council's desire is to accept the donation; and

NOW, THEREFORE, the City Council of the City of Cathedral City does hereby resolve as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City has determined that the Property is needed by the City for public purposes.

SECTION 3. The City wishes to accept the donation Property from CURC.

SECTION 4. The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption and the City Clerk, or his/her duly appointed deputy, is directed to attest thereto.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, AI	PPROVED AND ADOPTED on this	s day of,	2018.
ATTEST:		Stan Henry Mayor	
Gary F. How City Clerk	ell		
APPROVED	AS TO FORM:		
Eric S. Vail City Attorney			
Oily Attorney			
passed, app	rtify that the foregoing resolution roved and adopted by the City Cing held on the day of	council of the City of Cathedra	al City at a
AYES:	Councilmember -		
NOES:	Councilmember -		
ABSENT:	Councilmember -		
ABSTAIN:	Councilmember -		
		Com E Howell	
		Gary F. Howell City Clerk	



Cathedral City

Agenda Report

File #: 2018-227 Item No: 3.F.

Housing Successor Agency

MEETING DATE: 6/13/2018

TITLE:

Disposition of Certain Housing Parcel

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council, acting as the Housing Successor Agency, consider the sale of one vacant housing parcel in the amount of \$22,000.

BACKGROUND:

The City, in its capacity as the Housing Successor to the former Cathedral City Redevelopment Agency ("HS"), has received an offer to purchase one vacant lot owned by the Housing Successor from Maria de Jesus Romero Raygoza or assignee for APN 675-030-022, which is located in the far northern part of the city near the railroad tracks. The referenced parcel does not have a physical address as it is in the desert with no street access but is in the vicinity of the future Verano Road to the north and east of Landau Blvd. As indicated, this is a paper lot, meaning no streets, curbs, gutters, sidewalks, sewers or storm drains.

DISCUSSION:

The offer price for the R1 zoned, 1.46-acre parcel is \$22,000. The original acquisition price by the Housing Agency was \$10,640. The parcel has been listed on MLS for almost a year at \$30,000 with virtually no interest in the property. Due to the previously referenced development impediments and lack of access and infrastructure to the parcel, staff recommends Council to direct staff to accept this offer, sales proceeds would be deposited into the Housing fund and the fund would be made whole. The proceeds, less 50% of escrow fees, title costs and commission, could then be used for maintenance and assessment costs associated with our remaining housing land inventory. The referenced property is not property previously dedicated for public purpose by map or deed; it is not surplus property and it is not required to be disposed via a Department of Finance approved Long Range Property Management plan.

File #: 2018-227 Item No: 3.F.

FISCAL IMPACT:

\$22,000 net of closing costs to the Housing Fund

ATTACHMENTS: None



Cathedral City

Agenda Report

File #: 2018-228 Item No: 3.G.

City Council

MEETING DATE: 6/13/2018

TITLE:

Second Reading by title only of Zone Ordinance Amendment No. 18-001 - Amendment to Section 9.60.120 (Permitted Enclosures) of the Municipal Code to allow alternative Fencing

FROM:

Pat Milos, Community Development Director

RECOMMENDATION:

Staff recommends the City Council approve the associated exemption to the California Environmental Quality Act (CEQA) pursuant to section 15601(b)(3) of the CEQA Guidelines; and waive further reading, read by title only and approve for second reading an Ordinance adopting Change of Zone No. 18-001 amending Section 9.80.120 (Permitted Enclosures) of the Municipal Code to allow alternative fencing materials,

BACKGROUND:

Zone Ordinance Amendment No. 18-001 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), the "General Rule" since it has been determined that it would have no impact on the environment.

Zone Ordinance Amendment No. 18-001 is consistent with the intent of the Municipal Code and General Plan. This amendment promotes quality construction of fences and walls with a finished appearance consistent with the architecture of the main building.

BACKGROUND/DISCUSSION:

In 1984 the City Council adopted Ordinance 80 intended to implement the goals and policies of the general plan of the city of Cathedral City by preserving and enhancing the visual aspects of the city and to promote the orderly and attractive construction, and placement of accessory structures, regulate structure heights, yards, walls and fencing throughout the city of Cathedral City. The Ordinance has been amended twice since to keep it up to date, add detail and better define the purpose and intent of the code.

The City Council reviewed Cathedral City Municipal Code (CCMC) Chapter 9.80 "Accessory

File #: 2018-228 Item No: 3.G.

Structures, Structure Heights, Yards, Walls and Fencing" as it relates to walls and fencing in several study sessions in late 2015. During those sessions, the Council directed staff to present Chapter 9.80 to the Planning Commission for their review and feedback.

Subsequently, the Planning Commission discussed Chapter 9.80 at their February 17, 2016, regular meeting and proposed the following recommendation:

Staff continues to adhere to and enforce CCMC section 9.80 in its entirety and does not recommend standardizing other materials such as metal, vinyl, composite, etc. Additionally, staff continues to review proposed alternative materials (other than the standard block wall and/or tubular steel) on a case by case basis with the emphasis on consistency with the existing building architecture and consider the adoption of a policy or code amendment to provide an applicant with an appeal procedure similar to the current Administrative Design Review process utilizing the Architectural Review Committee for those cases where the applicant disagrees with staff's determination.

The City Council was presented with the Planning Commission's recommendation during a Study Session on March 23, 2016, and directed staff to process an amendment to the municipal code to describe the type of metal fencing material that would be allowed. On February 28th, 2018, staff updated the City Council in Study Session. As a result, Council gave additional direction to amend the municipal code to reflect the policy of allowing multiple alternative building materials for the construction of walls and fences.

On May 2, 2018, The Planning Commission was presented with the zone ordinance amendment and voted unanimously (4-0) to adopt a resolution recommending that the City Council adopt an ordinance amending Chapters 9.80.120 (Permitted Enclosures) of the Municipal Code that would allow alternative fencing materials, and to approve the associated exemption to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the State CEQA Guidelines.

DISCUSSION:

On May 23, 2018 the City Council introduced, provided first reading and voted unanimously (5-0) to adopt an ordinance amending Section 9.80.120 (Permitted Enclosures) of the Municipal Code to allow alternative fencing materials, and approved the associated exemption to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the State CEQA Guidelines.

FISCAL IMPACT:

None

File #: 2018-228 Item No: 3.G.

ATTACHMENTS:

Attachment 1: Planning Commission Resolution

Attachment 2: Proposed Ordinance

Attachment 2: Public Hearing Notice

PLANNING COMMISSION RESOLUTION NO. P18-____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CATHEDRAL CITY, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE AN AMENDMENT TO CHAPTER 9.80.120 OF THE MUNICIPAL CODE REGULATING PERMITTED ENCLOSURES

WHEREAS, Title 9 (Planning and Development) of the City of Cathedral City's Municipal Code ("Planning and Zoning Code") provides for the organized, predictable, and efficient development of land within the City; and

WHEREAS, the Planning and Zoning Code establishes land use districts throughout the City and regulates the development of land in each district; and

WHEREAS, Chapter 9.80.12 of the Code establishes provisions applying to permitted enclosures; and

WHEREAS, the Commission desires to amend the municipal code to describe with further clarity the type of material that is allowed for permitted enclosures.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Pursuant to the provisions of the California Environmental Quality Act (CEQA), the Planning Commission makes the following environmental determinations and recommendations:

(a) Pursuant to Title 14, Chapter 3, Section 15303(b)(3) of the California Code of Regulations, the proposed ordinance amendments are exempt from review under CEQA as under CEQA Guideline Section 15061(b)(3) as it can be seen with certainty that the proposed metal material will not result in significant environmental impacts. Accessory structures, structure heights, yards, walls and fencing will still be subject to requirements that ensure they do not negatively impact the surrounding community, and any new structure will undergo the administrative design review process.

<u>Section 2</u>. The Planning Commission hereby recommends as follows:

(a) That the City Council adopt an ordinance to amend Section 9.80.120 of the Code to describe the type of material that would be allowed for permitted enclosures. Such recommended ordinance shall be substantially in the form as attached hereto as Exhibit A, subject to revision by the City Attorney.

<u>Section 3.</u> The Secretary shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

THE FOREGOING RESOLUTION WAS APPROVED AND ADOPTED on this 5th day of May, 2018, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
	John Rivera, Chair
ATTEST AND APPROVED AS TO CONTENT	- :
Robert Rodriguez, Development Services Mar Secretary to the Planning Commission	nager/
APPROVED AS TO LEGAL FORM:	
Erica L. Vega Assistant City Attorney	

EXHIBIT A

Cathedral City Municipal Code section 9.96.140 is amended to read as follows. The text of any added language is shown by <u>underlining, italicizing and</u> <u>bolding</u> the added text. The text of any deleted matter is shown by strike through of the deleted text.

9.80.12 Permitted enclosures

- A. Except for fences required per the zone district regulations, fencing is not required. However, if constructed, fencing within rear and side yards shall not exceed six feet in height. The fence may be constructed of any solid or open material except sheet metal, barbed wire, or used materials of any kind.

 **Alternative construction material and various metals and composites for walls and fences may be approved by the Planning Manager, which decision may be appealed to the Architecural Review Committee by the applicant. Solid fencing within front yards shall not exceed a height of forty-two inches and shall be constructed with finished appearance consistent with the architecture of the main building and the rear and side yard fence. Open fences not exceeding six feet in height are permitted in front yards, but chain link and other wire fences shall not be permitted. Measurement of all fencing height shall be made from the ground or from the top of a retaining wall, if fence is placed on such a wall.
- B. In the case of corner lots where driveways extend into the side yard, fences, hedges or walls shall inset at a forty-five degree angle fifteen feet on each side of such driveway; provided, however, that this subsection shall not apply to any security fence or wall as set forth in subsection C of this section, nor to the erection of fences, walls or hedges around any building or structure used for providing public utility services.
- C. Fences and walls in industrial and agricultural zones may have an additional two feet of security fencing added onto the enclosure permitted by subsection A of this section.
- D. Fences, walls and hedges not exceeding twelve feet in height shall be permitted to enclose tennis courts located within the rear half of the lot; provided, however, such enclosure shall be located not less than three feet from any side or rear property line; and provided, further, however, that any portion of said enclosure which is higher than six feet shall be composed of wire mesh or other material whose vertical surface shall not be closed more than ten percent.
- E. Notwithstanding anything to the contrary in this title, fences enclosing public utility stations, substations, or other similar facility may be erected at any height as required by the California Public Utilities Commission.

ORDINANCE NO.	OR	DIN.	ANCE	NO.		
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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY AMENDING SECTION 9.80.120 OF THE CATHEDRAL CITY MUNICIPAL CODE RELATING TO PERMITTED ENCLOSURES

WHEREAS, the City Council of the City of Cathedral City wishes to amend the type of fencing materials permitted in the City; and

WHEREAS, the City Council finds the amendment regarding allowing alternative fencing materials is in the best interest of the City's 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 9.80.120

Section 9.80.120 of the Cathedral City Municipal Code is hereby amended to read as stated in Exhibit "A".

SECTION 2 CEQA

Pursuant to Title 14, Chapter 3, Section 15303(c) of the California Code of Regulations, the proposed ordinance amendments are exempt from review under CEQA as under CEQA Guideline Section 15061(b)(3) as it can be seen with certainty that the proposed amendments will not result in significant environmental impacts.

SECTION 3 SEVERABILITY

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

SECTION 4 EFFECTIVE DATE

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

SECTION 5 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 6 CERTIFICATION

The foregoing Ordinance waneld on the day of	s approved and adopted at a meeting of the City C, 201_, by the following vote:	Counci
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 9.96.140 is amended to read as follows. The text of any added language is shown by <u>underlining, italicizing and bolding</u> the added text. The text of any deleted matter is shown by strike-through of the deleted text.

9.80.12 Permitted enclosures

- A. Except for fences required per the zone district regulations, fencing is not required. However, if constructed, fencing within rear and side yards shall not exceed six feet in height. The fence may be constructed of any solid or open material except sheet metal, barbed wire, or used materials of any kind. Alternative construction material and various metals and composites for walls and fences may be approved by the Planning Manager, which decision may be appealed to the Architectural Review Committee by the applicant. Solid fencing within front yards shall not exceed a height of forty-two inches and shall be constructed with finished appearance consistent with the architecture of the main building and the rear and side yard fence. Open fences not exceeding six feet in height are permitted in front yards, but chain link and other wire fences shall not be permitted. Measurement of all fencing height shall be made from the ground or from the top of a retaining wall, if fence is placed on such a wall.
- B. In the case of corner lots where driveways extend into the side yard, fences, hedges or walls shall inset at a forty-five degree angle fifteen feet on each side of such driveway; provided, however, that this subsection shall not apply to any security fence or wall as set forth in subsection C of this section, nor to the erection of fences, walls or hedges around any building or structure used for providing public utility services.
- C. Fences and walls in industrial and agricultural zones may have an additional two feet of security fencing added onto the enclosure permitted by subsection A of this section.
- D. Fences, walls and hedges not exceeding twelve feet in height shall be permitted to enclose tennis courts located within the rear half of the lot; provided, however, such enclosure shall be located not less than three feet from any side or rear property line; and provided, further, however, that any portion of said enclosure which is higher than six feet shall be composed of wire mesh or other material whose vertical surface shall not be closed more than ten percent.
- E. Notwithstanding anything to the contrary in this title, fences enclosing public utility stations, substations, or other similar facility may be erected at any height as required by the California Public Utilities Commission.



City of Cathedral City Public Hearing Notice Notice of Availability for Public Review and Environmental Determination

Notice is hereby given that the Cathedral City City Council will hold a Public Hearing on the following:

CASE(S)

APPLICANT/REPRESENTATIVE

Zone Ordinance Amendment No. 18-001

City of Cathedral City

PROPOSAL

A recommendation to the City Council that the Council amend Cathedral City Municipal Code Section 9.80.120 (Permitted Enclosures). The proposed amendment would allow alternative fencing materials.

ENVIRONMENTAL DETERMINATION

The Project is exempt from the California Environmental Quality Act (CEQA) per CEQA Guideline 15061(b)(3) on the grounds that it can be seen with certainty that there is no possibility that this zoning ordinance amendment may have a significant effect on the environment.

All information regarding the proposed project is available for public review at the City of Cathedral City Civic Center, Planning Department, 68-700 Avenida Lalo Guerrero during regular business hours (Monday through Thursday, 7:00 AM - 6:00 PM).

DATE AND TIME OF CITY COUNCIL HEARING

May 23, 2018 at 6:30 PM

PLACE OF HEARING

Cathedral City Civic Center Council Chamber 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

Any person may appear at the hearings and be heard in support of, or opposition to, the proposed project or environmental determination.

The City Council, at the public hearing or during deliberations, may approve, deny, or propose changes to the project or to the environmental determination.

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Council at, or prior to, the public hearing. Please send all correspondence to the Project Planner.

For further information, contact the Project Planner at:

Pat Milos, Community Development Director 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 (760) 770-0319

Email: pmilos@cathedralcity.gov

NOTE: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (760) 770-0340. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting. {28 CFR 35.104 ADA TITLE II}



Cathedral City

Agenda Report

File #: 2018-235 Item No: 3.H.

City Council

MEETING DATE: 6/13/2018

TITLE:

Health Assessment and Research for Communities (HARC) Grant

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

To provide a grant in the amount of \$5,000 to support the upcoming community Health Assessment.

BACKGROUND:

Every three years HARC conducts a phone survey of Coachella Valley residents to gather information about their health and well-being. HARC then analyzes the data and presents the information in a final report that is used widely to understand our community and our most critical needs.

DISCUSSION:

Dr. Jenna LeComte-Hinely, Chief Executive Office of HARC provided a detailed presentation about HARC's mission and activities to the City Council at the May 23rd Council meeting asking Council for a \$10,000 contribution towards the upcoming health assessment survey. Council directed staff to come back with a recommendation that would help support this project.

FISCAL IMPACT:

\$5,000 to the City's General Fund, which would be a budget amendment to account #100-171-8658

ATTACHMENTS:

Letter from HARC



OFFICERS

President

Janet L. Collins, PhD Retired Centers for Disease Control and Prevention

Secretary-Treasurer

Teresa Hodgkins, PharmD BCACP Vice President of Clinical Quality Initiatives Desert Oasis Healthcare

BOARD MEMBERS

David Brinkman, MBA Chief Executive Officer Desert AIDS Project

Sharon Brown-Welty, EdD Dean, California State University San Bernardino – Palm Desert Campus

Kendrick A. Davis, PhD Associate Dean of Assessment and Evaluation UC Riverside. School of Medicine

Joel L. Kinnamon, EdD Superintendent/President College of the Desert

CHIEF EXECUTIVE OFFICER

Jenna LeComte-Hinely, PhD

March 23, 2018

Charlie McClendon, City Manager 68700 Avenida Lalo Guerrero Cathedral City, Ca 92234

Dear Mr. McClendon,

Foremost, I want to thank you for the support you have provided to HARC in the past. It is through partnership that HARC has been so successful, and we appreciate having you as a committed partner.

Cathedral City is one of the top three cities in the Valley in terms of population, retail sales, and total taxable sales. Centrally located and filled with emerging businesses and public improvement projects, Cathedral City is an integral part of the Coachella Valley community. Just as Cathedral City has a fundamental role in the Coachella Valley, HARC is also critical to the Valley thriving as a community.

For the past decade, HARC has served as the backbone of community efforts to improve the health and wellness of every one of the Coachella Valley's more than 400,000 residents. HARC's role is to provide population health data to local nonprofits, organizations, and government agencies so that they can optimally meet the needs of the community they serve. Every three years, HARC conducts a random-digit dial phone survey to randomly selected residents in the valley and ask them questions about their demographics, and health and wellbeing. HARC then analyzes that data and presents the information in a final report that is used widely to understand our community and our most critical needs.

Cathedral City, like HARC, has also demonstrated a commitment to the health and well-being of our community. First, one of Cathedral City's City Goals for 2018 has a focus on quality of life, specifically, "to develop and improve options and opportunities to enhance the quality of life for the people of Cathedral City." Additionally, Cathedral City demonstrated their commitment to health by signing a Healthy Eating Active Living (HEAL) resolution and becoming a HEAL City in 2009. This resolution vowed to promote health and wellness within Cathedral City. HARC's data is a key tool that Cathedral City can use to move these priorities forward. HARC's local health data can help support Cathedral City's health and wellness initiatives, as well as help to measure the impact those efforts are having on the well-being of local residents.



Charlie McClendon, City Manager March 23, 2018 Re: HARC, Inc. Page 2

In fact, organizations in your city have already proclaimed HARC as an asset. HARC has relationships with many nonprofits and healthcare organizations in Cathedral City who rely on HARC's data to help them accomplish their goals, such as prioritizing health needs, creating programs and services to address those needs, and obtaining funding to implement those programs. For example, Shelter From The Storm, the Boys & Girls Club of Cathedral City, and Angel View all rely on HARC's data. By supporting HARC, you are also supporting organizations like these in Cathedral City that are immensely valuable to your residents.

With the shared interest in a thriving Coachella Valley, HARC is requesting a meeting with Cathedral City officials to discuss strategies to maximize of our efforts to enrich our community. Our hope is that each city in the Coachella Valley will contribute \$10,000 this year towards our 2019 Community Health Survey. This contribution by Cathedral City would cover 3% of this year's budget for the project (it will be a three-year, \$700,000 endeavor in total). The Community Health Survey is an invaluable resource for all who want to improve quality of life within the Coachella Valley.

Thank you in advance for your consideration. Please don't hesitate to contact me if you have any questions or would like to discuss ways that we can partner.

Sincerely,

Jenna Le Comte-Hinely, PhD

Chief Executive Officer



Cathedral City

Agenda Report

Housing Successor Agency

MEETING DATE: 6/13/2018

TITLE:

Disposition and Development Agreement with Urban Housing Communities

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

It is recommended that the City Council acting in its capacity as the Housing Successor Agency authorize the execution of a Disposition and Development Agreement with Urban Housing Communities ("UHC") for development of a 60-Unit Veteran's Affordable Housing Project on Landau between Vega Road and Elizabeth Road consisting of approximating 9 acres (APN's: 678-060-001 through 005 and 678-060-049 through 053

BACKGROUND:

The Housing Successor Agency owns ten parcels of vacant land located on Landau Boulevard between Vega Road and Corta Road that are approximately nine acres in size, rectangular in shape and easily accessible from Landau. This is the most readily developable larger site owned by the Housing Successor Agency. The Housing Successor had previously entered into an Exclusive Right to Negotiate Agreement with Urban Housing Communities ("UHC") in August 2016 to explore the feasibility of such a development on this site. At that time, it was fully recognized that financing for this project, as with most affordable housing projects, would be extremely complex and require layering numerous funding sources.

During the term of the Exclusive Negotiations, UHC has developed a project budget, a conceptual financing plan and a site plan and is working with the City's Planning Department to obtain development entitlements. The proposed project will consist of 60-units, to include a mix of one- and two-bedroom units and an on-site manager's unit, as well as an approximate 3,000 square foot community center. The proposed project budget is approximately \$27 million to be derived from multiple funding sources, many of which are competitive. As with most affordable housing projects, UHC is required to secure some of its financing to even be eligible to apply for other sources and project readiness is a major component of the scoring system. At this point, UHC is attempting to secure its largest funding source, \$9,950,000 in financing, through VHHP (Veteran's Housing and Homelessness Prevention Program) funding, with an application deadline of July 9, 2018.

DISCUSSION:

Throughout the term of the Exclusive Right to Negotiate, it became clear that local assistance would be required for this project to be feasible. As such, staff recommends that the City Council authorize entering into a Disposition and Development Agreement with UHC to be prepared by our City Attorney, to include the following major provisions:

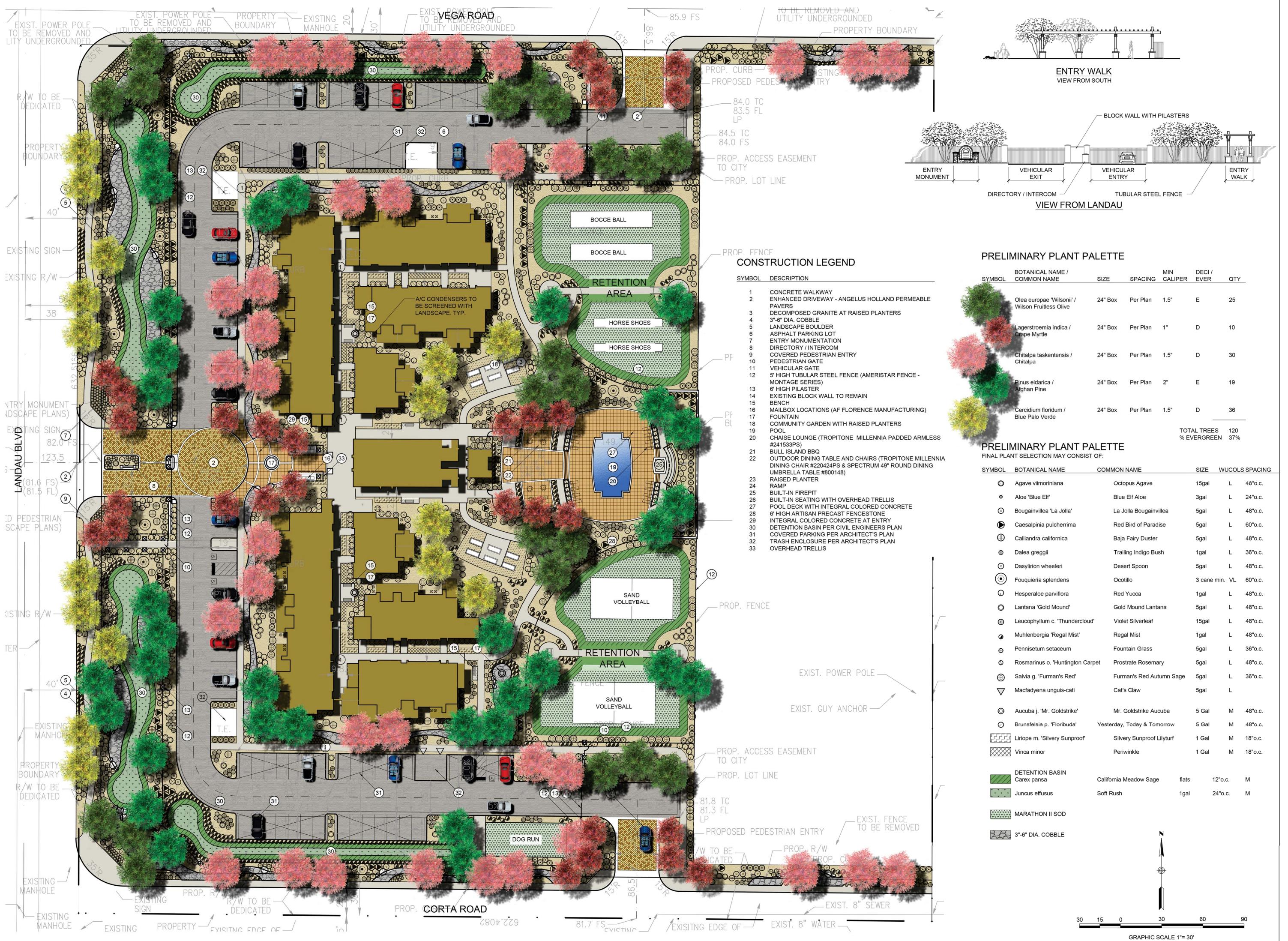
- 1. Housing Successor commits to selling its land to UHC for its fair reuse value, which has been determined to be \$1.00, with escrow to close only after UHC has obtained all financing required for the project and all required development entitlements to the extent that project is ready for issuance of building permits. In the event it is determined that UHC does not require all ten parcels of real property in order to obtain development entitlements, UHC will deed any unrequired parcels to the City for a \$1.
- 2. Housing Successor provides a grant, in the amount of \$1,000,000 from Housing Successor funds, to UHC or to a non-profit partner created or named by UHC, with the stipulation that these funds be used solely for the benefit of the project. The grant shall be a source of permanent project financing.
- 3. UHC will develop a project to contain a minimum of 60 multi-family units to consist of a mix of oneand two-bedroom units to include an on-site manager's unit, an approximate 3,000 square foot community room, and common areas, including laundry facilities, a garden and BBQ area.
- 4. All units other than one manager's unit will be restricted via an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants to occupants of very-low income (50% of County median income or below) for a term of not less than fifty-five years.
- 5. Term of the DDA will be adequate to provide UHC the opportunity to apply for two rounds of funding applications through the Community Development Debt Limitation Allocation Committee ("CDLAC"), California Tax Credit Allocation Committee ("CTCAC"), and the California Department of Housing and Community Development ("HCD") to secure allocations of tax-exempt bonds, 4% federal tax credits and Veterans Housing and Homeless Prevention Program ("VHHP") (anticipated to be through June 30, 2019). The DDA would also provide the City Manager with the authority to extend the DDA twice, in increments of one calendar year, if UHC provides adequate evidence that it has diligently pursued project financing.

FISCAL IMPACT:

Up to 10 parcels (approximately 9 acres) of Housing Successor Agency land that must be used for Low to Moderate income housing within the City; and, \$1.0 million dollars of Housing Funds that if not used or encumbered for a qualified housing project within the next two years would have to be sent to the State.

ATTACHMENTS:

Project Site Plan



 \Box Ш MICH,

Engineering Company

1770 IOWA AVENUE - SUITE 100 RIVERSIDE, CA 92507 951.782.0707 (FAX)951,782,0723 San Diego - Sacramento - San Luis Obispo

Orange - Bakersfield - Tucson - Phoenix

rickengineering.com

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Urban H 2000 E I

Sheet Title:

Applicant A0685 Cathedral City LP 2000 E. 4th Street S205 Santa Ana, CA 92408 T: 714.835.3955 F: 714.835.3275 Mark Irving mirving@uhcllc.net Date: February 2018

Sheet No:



Cathedral City

Agenda Report

File #: 2018-247 Item No: 3.J.

City Council

MEETING DATE: 6/13/2018

TITLE:

Vacation of Drainage Easement over Lot "S" in the Dream Homes neighborhood, located south of Diamond Road between San Joaquin Drive and Dia Place

FROM:

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

RECOMMENDATION:

Staff recommends that the City Council approve and adopt a Resolution summarily vacating a drainage easement over a portion of Lot "S" in Palm Springs Country Club Estates (Dream Homes); and, authorize the City Manager and City Clerk to execute a Quitclaim Deed on behalf of the City as successor to the Redevelopment Agency and the City of Cathedral City, for a portion of Lot "S" to the adjoining property owner, Valley Property Ventures, LLC.

BACKGROUND:

The first subdivision map for Palm Springs Country Club Estates (Dream Homes) was recorded in 1947, Lot "S" was shown on that Subdivision Map as a 40-foot-wide lot, running east-west across the north end of the Subdivision. Lot "S" was offered for dedication to the County of Riverside as a drainage easement.

The County of Riverside rejected the offer at that time, but in 1970, adopted a Resolution accepting the offer of the Drainage Easement. Shortly after their acceptance, the Board of Supervisors assigned the Lot "S" easement to the Coachella Valley County Water District (now the Coachella Valley Water District (CVWD)).

In 1993 the City Redevelopment Agency acquired Lot 78 in the northwest corner of the subdivision for future housing development. In 1995, the Agency acquired the adjoining Lot 518, also for future housing development. A portion of Lot "S" abuts the north line of Lot 518.

The Redevelopment Agency later proposed a small subdivision of its two lots, along with a couple of adjacent lots to the east. As part of this Project, the Agency obtained a City Attorney opinion in 2005 which stated that the Redevelopment Agency was the fee owner of the portion of Lot "S" which abutted Lot 518, apparently by virtue of being the abutter. Therefore, in order to clear title to the

File #: 2018-247 Item No: 3.J.

abutting portion of Lot "S", the Agency requested CVWD to quitclaim its Drainage Easement on Lot "S" to the City, so that it could be vacated. CVWD accepted this request, and executed a quitclaim deed to the City for the Lot "S" Drainage Easement which was recorded on February 23, 2006, as Instrument No. 2006-0133530.

The Agency's small subdivision and vacation of the Drainage Easement did not proceed. The City Redevelopment Agency was subsequently dissolved and the two residential lots, Lots 78 and 518, owned by the Housing Successor Agency were subsequently sold to Valley Property Ventures, LLC, in January 2018. Valley Property Ventures is now in the process of subdividing the two residential lots, Lots 78 and 518.

DISCUSSION:

This brought back the question of ownership of the portion of Lot "S" abutting Lot 518 because if it did belong to Valley Property Ventures, then it could be included in its proposed subdivision.

A title report commissioned by the new owner shows the City of Cathedral City as the fee owner of Lot "S". It's not clear whether this opinion is based on Lot 518 being the abutter to a portion of Lot "S", or whether this title company interprets the past acceptance and subsequent assignment and quitclaim of the Lot "S" drainage easement as fee ownership transactions.

So, it appears there may be two opinions of ownership of the portion of Lot "S" which abuts Lot 518 now owned by Valley Property Ventures. The first opinion is that Valley Property Ventures owns its portion of Lot "S" by virtue of abutting Lot "S". The second opinion is that the City owns fee interest in Lot "S" by virtue of the past County acceptance and quitclaim deeds being interpreted as conveying fee interests.

Recommendation: While either opinion could be correct, only a legal quiet title action could determine ownership for sure. However, this could be avoided by two actions:

- 1. Assuming the first opinion is correct, that the City, as the Housing Successor Agency, quitclaim any and all interests it may have or had in the portion of Lot "S" abutting Lot 518 to Valley Housing Ventures; and
- 2. Assuming the second opinion is correct, that the City of Cathedral City quitclaim any and all interests it may have or had in the portion of Lot "S" abutting Lot 518 to Valley Housing Ventures.

In addition, since there is the presumption of a Drainage Easement on Lot "S", that the City summarily vacate the Drainage Easement over the portion of Lot "S" abutting Lot 518.

Summary Vacation: The State Streets and Highways Code provides a method for summary vacation of easements under certain circumstances. In this case, the drainage easement on Lot "S" has never been used as a drainage easement for the five-year period immediately preceding this request for its

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vacation. Also, it has never been improved with drainage facilities and is not needed now or in the future for drainage purposes. Lastly, there are no public utility or public services within the portion of the Drainage Easement on Lot "S" proposed to be vacated.

Therefore, pursuant to Sections 8333(a) and 8333(c) of the State Streets and Highways Code, this Drainage Easement may be summarily vacated.

The attached Resolution contains all the findings required to be made under these sections.

Because this matter qualifies for Summary Vacation, and as such, the Streets and Highways code does not require a public hearing, posting of the property, publication of any notices or the adoption of a Resolution of Intention.

CEQA Review: This Vacation affects an unimproved and unused Drainage Easement which was first accepted in 1970, some 48 years ago.

Staff has determined that due to the minor nature of the Vacation, it is exempt from CEQA under Sec. 15061 (3) of the CEQA Guidelines, which states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." A finding to this effect is included in the Resolution.

Other Findings: Typically a vacation requires a finding that it is in compliance with the General Plan. But the General Plan has no Element defining existing drainage easements or their disposition.

Therefore, Staff has determined that that this vacation is exempt from such a finding since it Is not covered in the General Plan. A finding to this effect is also in the attached Resolution.

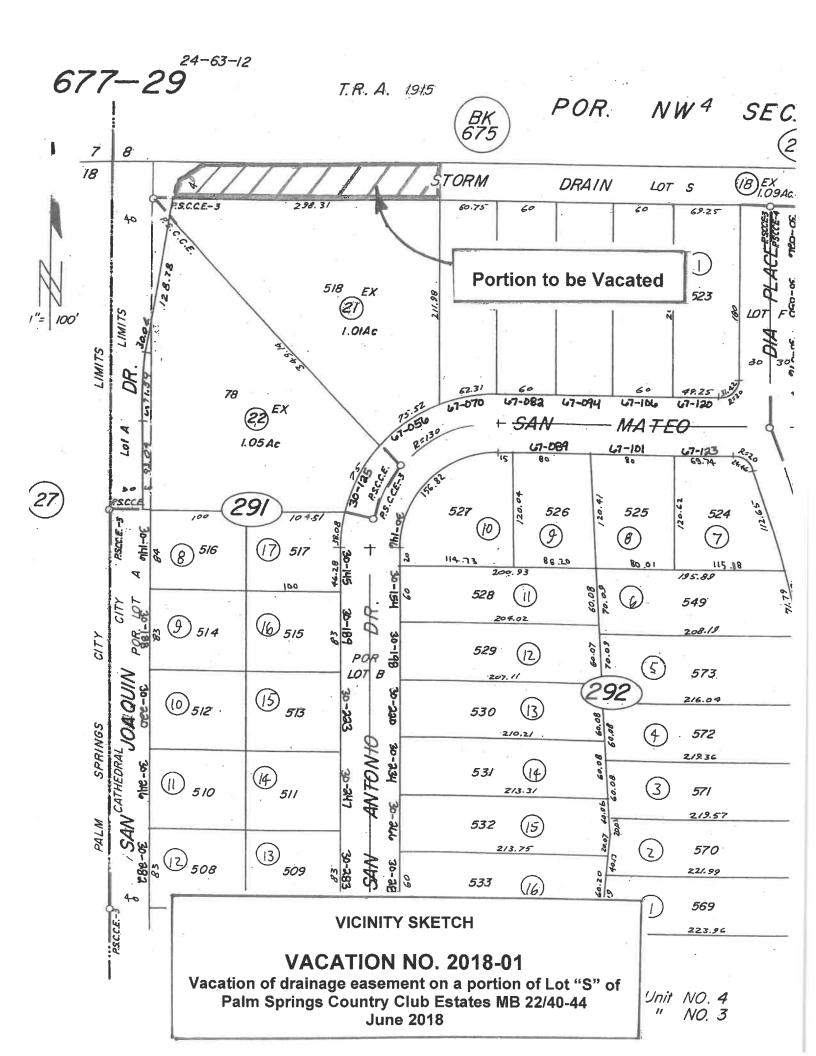
Staff therefore recommends the adoption of the Resolution of Summary Vacation. The Vacation becomes effective upon the recordation of the Resolution of Summary Vacation.

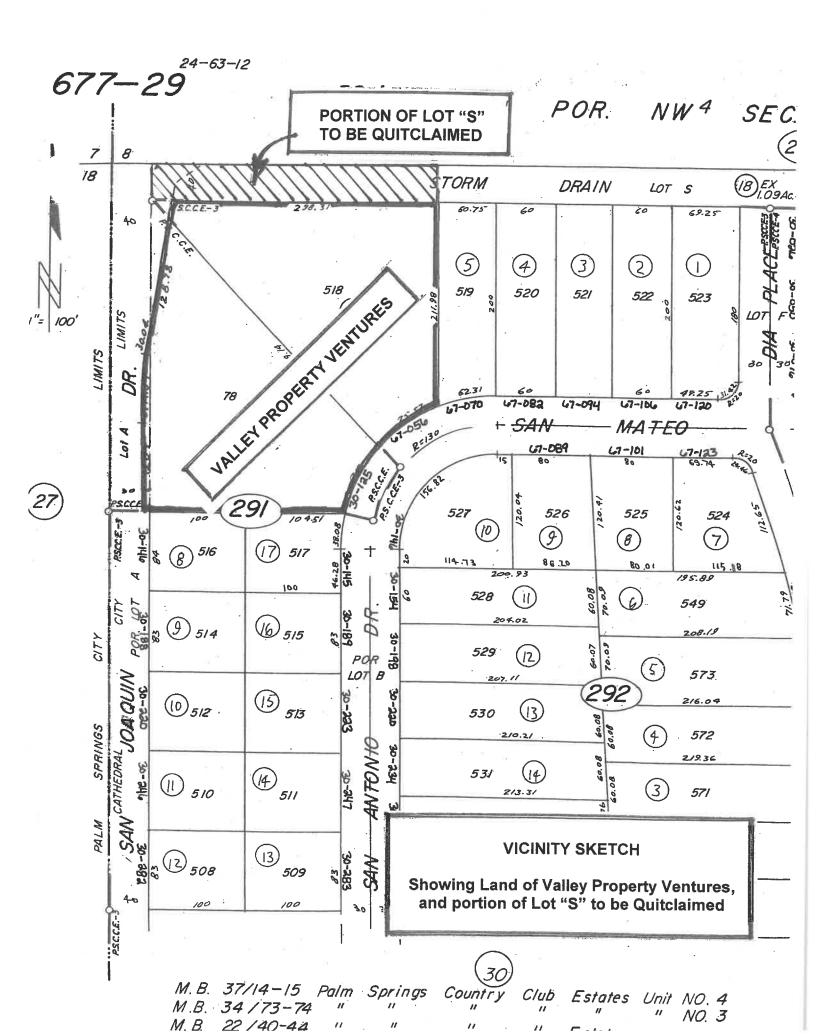
FISCAL IMPACT:

There is no fiscal impact to the City as the result of this action.

ATTACHMENTS:

- Vicinity sketch of portion of Drainage Easement to be vacated
- Vicinity sketch of area to be quitclaimed
- 3. Resolution of Summary Vacation





RESOLUTION NO. 2018-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, ORDERING THE SUMMARY VACATION OF A PORTION OF A DRAINAGE EASEMENT ON LOT "S" OF PALM SPRINGS COUNTRY CLUB ESTATES, WITHIN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 5 EAST, S.B.M. (VACATION 2018-01)

WHEREAS, a request to vacate and abandon a drainage easement on a portion of Lot "S", of Palm Springs Country Club Estates, located between San Joaquin Drive and Dia Place, in the City of Cathedral City, has been received by the Community Development Department of the City of Cathedral City; and

WHEREAS, the said drainage easement was offered for dedication for public use to the County of Riverside on the map of Palm Springs Country Club Estates, as shown by map filed in Book 22, at Pages 40 through 44, inclusive, of Maps, in the office of the County Recorder of Riverside County, California; and

WHEREAS, said offer of dedication for the storm drain easement was accepted by the County of Riverside by Resolution of the Board of Supervisors, passed on February 16,1970, and recorded on February 18, 1970, as Instrument No. 15671 in Official Records of Riverside County; and

WHEREAS, the County of Riverside, by Resolution of the Board of Supervisors, passed on April 13, 1970, approved the assignment of said drainage easement to the Coachella Valley Water District (formerly the Coachella Valley County Water District), and such assignment was recorded on June 4, 1970, as Instrument No. 2448 in Official Records of Riverside County; and

WHEREAS, the Coachella Valley Water District quitclaimed its interests in said drainage easement on said Lot "S" to the City of Cathedral City, by Quitclaim Deed recorded on February 23, 2006, as Instrument No. 2006-0133530 in Official Records of Riverside County; and

WHEREAS, the portion of the said drainage easement on Lot "S" to be summarily vacated is more particularly described as follows:

All that portion of the drainage easement on the West 298.31 feet of Lot "S", as shown on the map of Palm Springs Country Club Estates filed in Book 22, at Pages 40 through 44, inclusive, of Maps, in the office of the County Recorder of Riverside County, California;

Excepting therefrom that portion thereof described as Parcel "A" in that certain Grant of Easement to the City of Cathedral City recorded on December 29, 2005, as Instrument No. 2005-1073871, in Official Records of Riverside Count; and.

WHEREAS, a report has been received from the City Engineer indicating that the above described portion of the drainage easement on Lot "S" has no present or prospective public use, and that the vacation and abandonment of any City interests in said drainage easement will not have a significant effect on the environment.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Cathedral City as follows:

SECTION 1. Authority: This vacation is being conducted pursuant to Chapter 4 of Part 3 of Division 9 of the State Streets and Highways Code, said Part 3 being the "Public Streets, Highways, and Service Easements Vacation Law".

SECTION 2. The City Council finds and determines that:

- A. Pursuant to Section 8333(a) of the said Streets and Highways Code, the above described drainage easement has not been used for drainage purposes for the five consecutive years immediately preceding the application for this vacation; and
- B. Pursuant to Section 8333(c) of said Code, the above described drainage easement is excess to the needs of the City of Cathedral City and there are no public facilities located within the portion of the drainage easement to be vacated.
- C. In accordance with State Guidelines, the vacation of the above described drainage easement is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the "General Rule" exemption of Sec. 15061(b)(3) of the Guidelines which states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA".
- D. This vacation is exempt from a finding of conformance with the City General Plan since the General Plan has no Element defining existing drainage easements or their disposition.
- **SECTION 3**. Summary Vacation. Any and all City interests, or interests held by the City on behalf of the public in the above described portion of the drainage easement on said Lot "S" are hereby summarily vacated and abandoned, and from and after the date of recordation of this Resolution, all such interests shall be of no force or effect and are terminated.
- **SECTION 4**. The City Clerk is hereby directed to cause a certified copy of this Resolution, attested by her under seal, to be recorded in the Office of the County Recorder of Riverside County.

APPROVED AND ADOPTED Cathedral City held this day			
Ayes:			
Noes:			
Absent:			
Abstain:			
	STANLEY I	E. HENRY, MAYOR	-
ATTEST:			
GARY F. HOWELL, CITY CLERK	_		
APPROVED AS TO FORM:	APPROVE	O AS TO CONTENT:	
CITY ATTORNEY	CITY ENGI	NEER	
APPROVED	:		
CITY MANA	GER		



Cathedral City

Agenda Report

File #: 2018-238 Item No: 3.K.

City Council

MEETING DATE: 6/13/2018

TITLE:

Biennial on-call and/or as needed Service Contract Awards for Land Surveying and Mapping, Geotechnical and Material Testing, Traffic Engineering and Traffic Signal Maintenance and Emergency Services

FROM:

John Corella, P.E. - City Engineer

RECOMMENDATION:

Staff is recommending that the City Council award biennial on-call and/or as needed service contracts to:

- 1. Fomotor Engineering, Palm Springs for Land Surveying and Mapping; and
- 2. Earth Systems Pacific, Bermuda Dunes CA for Geotechnical and Material Testing; and
- 3. Albert A. Webb Associates, Palm Desert, CA for Traffic Engineering; and
- 4. Siemens ITS, Riverside, CA for Traffic Signal Maintenance and Emergency On-Call Services, and authorize the City Engineer and Public Works Manager to negotiate the final routine maintenance rates for traffic signal maintenance; and
- 5. Authorize the City Manager to execute all the required contracts.

BACKGROUND:

The City of Cathedral City continues to grow. As a result, the design, construction and maintenance of infrastructure continues as well. Over the years, the City has found it both efficient and cost effective to biennially bid out for on call and/or as needed services that provide a specialized service, rather than having full time personnel on Staff that are specialized in that particular skill set. Regularly called upon to assist the City's Engineering and Public Works Departments are land surveyors, geotechnical engineers, traffic engineers and traffic signal maintenance professionals.

DISCUSSION:

It has been two years since a request for proposals for the above stated on call and/or as needed services were solicited. Thus, City Engineering Staff solicited separate Request for Proposals (RFP)

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for Geotechnical and Materials Testing Services, Surveying and Mapping Services, Traffic Engineering Services and Traffic Signal Maintenance and Emergency On-Call Services. The RFPs for Services were advertised and circulated to all firms that indicated an interest in providing these services for the City. Firms were asked to provide cost proposals that included hourly rates and/or unit costs for various services in a separate, sealed envelope.

The Proposals were reviewed by a panel consisting of City Staff. Based on these reviews, the panel selected the firms deemed to be the most responsive, qualified, and knowledgeable about the requirements for the various services and knowledge of Cathedral City and its Projects. All selections of service providers were made to ensure city Staff had flexibility and options to assure timely performance for any of the, typical and/or extraordinary, tasks that may be ordered. The selected firms will work closely with the Engineering Department and/or Public Works to perform the services required for ordered tasks.

Proposals for As Needed Survey and Mapping Services were received from seven firms:

MSA Consulting, Rancho Mirage; Michael Baker International, Palm Desert; Towill, Inc., Rancho Cucamonga; Coachella Valley Engineers, Palm Desert; NV5, Palm Desert; Fomotor Engineering, Palm Springs; and The Altum Group, Palm Desert.

Seven On Call proposals were received for Geotechnical and Material Testing:

Earth Systems Southwest, Bermuda Dunes; MTGL, Inc., Riverside; Geocon, La Quinta; Inland Foundation Engineering, Palm Desert; Hilltop Geotechnical, San Bernardino; SCST, Inc. Indio; and Converse Consultants, Redlands.

Traffic Engineering As Needed proposals were received from the following:

Advantec Consulting Engineers, Palm Desert; Albert A. Webb Associates, Palm Desert; KOA, Ontario; Quantum Consulting, Torrance; Linscott, Law & Greenspan, Irvine; Urban Systems, Inc, San Diego; and Interwest Consulting Group, Palm Springs.

Two proposals for Traffic Signal Maintenance and Emergency On Call Services were received:

St. Francis Electric, Riverside and Siemens ITS, Riverside.

All the service providers have offices located with the Coachella Valley with the exception of the Traffic Signal Maintenance proposers, of which both are located out of the area.

FISCAL IMPACT:

Using the hourly rates and unit prices from the agreements, City Staff will negotiate Task Orders for each type of service required for a project. Many Task Orders will be grant eligible, others will be funded by local share moneys and others within the particular project costs. Total costs and funding

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sources for Task Orders prepared under the on-call and/or as needed contracts will be identified as each Task Order is issued. Council approval, if needed, will be obtained prior to issuance of a Notice to Proceed, if the item exceeds a City Department's respective purchasing guideline requirements.

ATTACHMENTS:

- 1. Professional Services Agreement (Material Testing) Earth Systems Pacific
- 2. Professional Services Agreement (Surveying and Mapping) Fomotor Engineering
- 3. Professional Services Agreement (Traffic Engineering) Albert A. Webb
- 4. Traffic Signal Maintenance Agreement Siemens ITS

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF CATHEDRAL CITY, CALIFORNIA AND EARTH SYSTEMS PACIFIC

FOR MATERIAL TESTING AND PROFESSIONAL GEOTECHNICAL RECOMMENDATIONS

This Agreement for Design Professional Services ("Agreement") is entered into as of July 1, 2018 ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and Earth Systems Pacific., ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has sought, request for proposals, the performance of the geotechnical services defined and described particularly in Section 2 of this Agreement.
- B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.
- C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
- D. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.
- E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 19 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twelve months with an option for an additional twelve months commencing on the Effective Date.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

- (a) <u>Scope of Services</u>. Specific Scopes of Services shall be defined in individual Task Orders. In general, Design Professional agrees to perform any of the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.
- (b) <u>Schedule of Performance</u>. The Services shall be completed pursuant to a schedule specified in the individual Task Order. Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the hourly rates specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation for an individual Task Order, including reimbursement for actual expenses, shall not exceed the amount negotiated by the Parties, unless additional compensation is approved in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.
- (b) Each month Design Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Design

Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.

- (c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.
- (d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 15 "Indemnification" and Section 16 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

- (a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

- (a) Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Design Professional shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the Services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Design Professional, nor any of Design Professional's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.

- Design Professional represents and warrants that it has the qualifications. (a) experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section. additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.
- (b) Design Professional warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Design Professional that California prevailing wage laws for geotechnical field work apply to this Agreement.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. CONFLICTS OF INTEREST.

- (a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.
- (b) City may determine that Design Professional must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Design Professional shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.
- (c) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
- (d) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

- (b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.
- (c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Design Professional's conduct.
- (d) Design Professional shall promptly notify City should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

- (a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or subconsultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.
- (b) <u>Indemnification from Subcontractors</u>. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, subcontractor or any other person

or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(c) <u>City's Negligence</u>. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 19 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.
- (b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.
- (c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 20. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though During the period of time that Design not reduced, if circumstances warrant. Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 19 "Termination of Agreement." Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe

weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City

Attn: City Manager

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

To Design Professional: Earth Systems Pacific

Attn: Mark Spykerman

79-811B Country Club Drive Bermuda Dunes, CA 92203

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements.

whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY	EARTH SYSTEMS PACIFIC		
Charles P. McClendon City Manager	By:		
	11.0		
ATTEST:	By:		
Gary F. Howell City Clerk			
APPROVED AS TO FORM			
Eric S. Vail			
City Attorney			

NOTE:

DESIGN PROFESSIONAL'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN PROFESSIONAL'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFORNIA	,)
COUNTY OF RIVERSIDE	,	
On, 20	18	
before me,		
Date		Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared		Name of Signer(s)
	person(s) instrumer the same his/her/th	ed to me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within at and acknowledged to me that he/she/they executed in his/her/their authorized capacity(ies), and that by eir signature(s) on the instrument the person(s), or the on behalf of which the person(s) acted, executed the
	I certify user to state of correct.	inder PENALTY OF PERJURY under the laws of the California that the foregoing paragraph is true and
	WITNESS	S my hand and official seal.
	-	Signature of Notary Public
	OP.	ΓΙΟΝΑL
Though this section is optional, complete reattachment of this form to an uninte	eting this information nded document.	can deter alternation of the document or fraudulent
CAPACIT(IES) CLAIMED BY S	IGNER(S)	DESCRIPTION OF ATTACHED DOCUMENT
Signer's Name:		
" Individual " Corporate Officer		
Title(s)		Title or Type of Document
. ,	nited neral	, and a second s
Attorney-In-FactTrustee(s)Guardian/ConservatorOther:		Number Of Pages
" Other:		Date Of Document
Signer is representing: Name Of Person(s) Or Entity(ies)		Date Of Document
		Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who

signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

	ATE OF CALIFORNIA UNTY OF RIVERSIDE))
Ωn			,
bef	ore me,		
	Date		Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
per	sonally appeared		
			Name of Signer(s)
			who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
			I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.			WITNESS my hand and official seal.
			Clanatura of Natas Dublia
		Signature of Notary Public	
			OPTIONAL
	ough this section is option ttachment of this form to		s information can deter alternation of the document or fraudulent cument.
	CAPACIT(IES) CLAIM	IED BY SIGNER(S	DESCRIPTION OF ATTACHED DOCUMENT
Sig	ner's Name:		
	Individual		
••	Corporate Officer		
Title(s)		le(s)	Title or Type of Document
14	Partner(s)	" Limited " General	
••	Attorney-In-Fact		Number Of Pages
	Trustee(s)		
	Guardian/Conservator		
	Other:		Date Of Document
	ner is representing: ne Of Person(s) Or Entity(ies)		

Signer(s) Other Than Named Above

EXHIBIT "A" SCOPE OF SERVICES

SERVICES TO BE PROVIDED (Shall include, but may not be limited to):

- 1. The Material Testing consultant shall perform the materials testing services in accordance with the City of Cathedral City Quality Assurance Plan.
- 2. The selected consultant will be required to obtain Caltrans Certification of the laboratory conducting the material testing. All sampling and testing shall be done by personnel with the appropriate accreditation for the testing and sampling designated to perform.
- 3. Provide a qualified technician as necessary to conduct density tests on roadway sub-grade, aggregate base, asphalt concrete, slope fill and trench backfill placement as required. The tests will be performed with a nuclear densometer in accordance with ASTM 6938-10 or sand cone in accordance with ASTM D1556. Maximum density curves (ASTM D1557) will be performed on various material types as they are encountered.
- 4. Provide an ACI-certified technician as necessary to make sets of concrete cylinders as needed and perform slump tests for the curb, gutter, concrete drainage devices, channel slope paving and other minor concrete.
- 5. Perform compression strength tests on concrete cylinders in accordance with ASTM C39 for bridge structure concrete.
- 6. Consultant shall keep records of all samples and tests in the project files as permanent job records. Materials incorporated into the project, represented by failing tests, must be documented in the project files also. Test results shall cite applicable contract requirements, test and/or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. Test results shall be signed by a testing laboratory representative authorized to sign certified documentation and forward to the City.

EXHIBIT "B" COMPENSATION

SUMMARY OF COSTS

Pursuant to the Request for Proposals, the undersigned hereby proposes and agrees that on award by the City under this Proposal, and in accordance with the provisions therein stated, to execute a City Design Professional Services Agreement, to provide and to furnish any certificates of insurance and all labor, materials, transportation and services for Material Testing Services for various City projects on an as-needed basis.

The Hourly Prices listed below shall be fully burdened and include all labor, fringe benefits, overhead and profit, materials, equipment, transportation and appurtenant work as is necessary to have the item complete and in place meeting the full intent of this Request for Proposal and the applicable ASTM Testing Method. Hourly rates will be used as the basis for charges and invoices for the various projects.

Prevailing Wage - In accordance with Section 1770 of the Labor Code, the City has ascertained and does hereby specify that the prevailing wage rates shall be those provided in Article 1110-20.0, **WAGE RATES**. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code.

The following is a summary of costs to provide the services outlined in the Request for Proposals for Professional **Materials Testing** and will be used as the basis for negotiating a Design Professional Services Agreement:

Hourly Prices For Geotechnical and Materials Testing

Item No.	Item Description	UNIT	Hourly Price (Dollars)
1.	Collect samples and prepare maximum density test (Proctor).	EA	§ 100/hr Assume 3 hours
2.	Roadway Subgrade or Base Compaction Test: Including travel, certified technician and equipment	EA	\$ 119/hr Assume 3 hours
3.	Prepare sets of Concrete Cylinders and Perform Compression Strength Tests at seven and twenty-eight days: Including travel, certified technician and equipment	EA	\$ 140/hr Assume 4 hours
4.	Staff Engineer	Hour	\$ 105/hr

Amount of each of the above Items must be filled in and completed. Final payment will be based upon actual work performed.

Consultant Signature

Name of Consultant

EXHIBIT "C" INSURANCE

A. <u>Insurance Coverages</u>. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

X Workers' Compensation Insurance: Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

X Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars

\$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

- a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.
- b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Commercial General Liability and Automobile Liability Coverages.

- a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.
- b. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.
- c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.
- e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- 3. <u>Workers' Compensation Coverage</u>. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.
- C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.
- 2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- 3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF CATHEDRAL CITY, CALIFORNIA AND

FOMOTOR ENGINEERING PROFESSIONAL LAND SURVEYING AND MAPPING SERVICES FOR VARIOUS CITY PROJECTS

This Agreement for Design Professional Services ("Agreement") is entered into as of July 1, 2018 ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and Fomotor Engineering ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has sought, by request for proposals, the performance of the land surveying and mapping services defined and described particularly in Section 2 of this Agreement.
- B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.
- C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
- D. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.
- E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 19 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twelve months with an option for an additional twelve months commencing on the Effective Date.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

- (a) <u>Scope of Services</u>. Specific Scopes of Services shall be defined in individual Task Orders. In general, Design Professional agrees to perform any of the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.
- (b) <u>Schedule of Performance</u>. The Services shall be completed pursuant to a schedule specified in the individual Task Order Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the hourly rates specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation for an individual Task Order, including reimbursement for actual expenses, shall not exceed the amount negotiated by the Parties, unless additional compensation is approved in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement.
- (b) Each month Design Professional shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor, travel, materials, equipment, and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Design Professional to determine

whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.

- (c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.
- (d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 15 "Indemnification" and Section 16 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

- (a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

- (a) Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Design Professional shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the Services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

(c) Neither Design Professional, nor any of Design Professional's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.

- (a) Design Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.
- (b) Design Professional warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Design Professional that California prevailing wage laws apply to land surveying work completed under this Agreement.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. CONFLICTS OF INTEREST.

- (a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.
- (b) City may determine that Design Professional must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Design Professional shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.
- (c) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
- (d) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

- (b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.
- (c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Design Professional's conduct.
- (d) Design Professional shall promptly notify City should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

- (a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or subconsultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.
- (b) <u>Indemnification from Subcontractors</u>. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, subcontractor or any other person

or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

(c) <u>City's Negligence</u>. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 19 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.
- (b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.
- (c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 20. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though During the period of time that Design not reduced, if circumstances warrant. Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 19 "Termination of Agreement." Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe

weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City

Attn: City Manager

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

To Design Professional: Phillip Fomotor P.E.

President/Principal Engineer

Fomotor Engineering

225 South Civic Drive, Ste. 1-5 Palm Springs, CA 92262

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements,

whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY	FOMOTOR ENGINEERING, INC.
Charles P. McClendon City Manager	By:
ATTEST:	By:
Gary F. Howell City Clerk	
APPROVED AS TO FORM	
Eric S. Vail City Attorney	

NOTE:

DESIGN PROFESSIONAL'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN PROFESSIONAL'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF C)	
COUNTY OF	KIVEKSIDE)	
On		2018		
before me, _	Nate			Name And Title Of Officer (e.g. "Jane Doe. Notary Public"
personally ap	peareu,			Name of Signer(s)
			person(s) instrument the same his/her/thei	I to me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they executed in his/her/their authorized capacity(ies), and that by a signature(s) on the instrument the person(s), or the behalf of which the person(s) acted, executed the
			I certify un State of C correct.	der PENALTY OF PERJURY under the laws of the alifornia that the foregoing paragraph is true and
			WITNESS	my hand and official seal.
				Signature of Notary Public
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" Partner(s)		Limited General		
" Attorney-In- " Trustee(s) " Guardian/Co " Other:				Number Of Pages
Signer is represe Name Of Person(s)				Date Of Document
				Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who

signed the docume		tificate is attached, and not the truthfulness, accuracy, or validity
		T NOTARY FOR CALIFORNIA
STATE OF CALIFORI COUNTY OF RIVERS))
On	, 2018	,
pefore me,		Name And Title Of Officer (e.g. "Jane Doe, Notary Public"
Date		Maille of Officer (e.g. Saile Doc, Notary Fabric)
personally appeared _		Name of Signer(s)
		who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
State of correct.		I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
		WITNESS my hand and official seal.
		Signature of Notary Public
		OPTIONAL
Though this section is operattachment of this form		information can deter alternation of the document or fraudulent sument.
CAPACIT(IES) CL	AIMED BY SIGNER(S	DESCRIPTION OF ATTACHED DOCUMENT
Signer's Name:		
Individual Corporate Officer		
:	Title(s)	Title or Type of Document
Partner(s)	" Limited " General	
Attorney-In-Fact Trustee(s) Guardian/Conserva	tor	Number Of Pages
" Other:		Date Of Document
Signer is representing: Name Of Person(s) Or Entity(ies)	

Signer(s) Other Than Named Above

EXHIBIT "A"

SCOPE OF SERVICES FROM PROPOSAL

C. WORK PLAN / TECHNICAL APPROACH

Our understanding of the City's objectives and requirements are as generally listed below with the corresponding typical method (plan) of accomplishment. Requested individual Project scope may include all or only a portion of the following items.

Construction Staking Survey Services

Construction Control Survey

Perform a survey of the existing boundary monuments and benchmarks to establish or verify horizontal and vertical control. Existing control and placement of control stakes to be surveyed using either RTK GPS, Static GPS readings and processing, Robotic or Manual Total Station traverse, or via a differential leveling loop using a digital level and invar rod where high precision is needed (± 0.4 mm). Survey all tie points on curb, walls, and visible utilities to ensure accurate visible improvement tie points. Place one set of construction control stakes and prepare Staking Control Exhibit for use by survey crews and Construction Inspector when requested. Control and staking tolerances to conform to Staking tolerances as noted in section 12.3 of the CALTRANS survey Manual.

Independent Field Checks Of Contractor Staking Work

Perform control field survey to assure the integrity of the control stakes. Using verified control stakes, perform field survey to assure stakeout set-up points. Perform field survey to verify all positions staked in the field shall be checked against the computed positions as requested. Prepare electronic stakeout reports of findings for using by Construction Administrator, City Construction Inspector, and/or other City Staff.

Construction Staking

As required by project, perform Construction Staking for items including, but limited to: rough grading, sewer, storm drain and catch basins, curb, valley gutter, pedestrian crossings, spandrels, wall, buildings, and dry utilities. Staking Plans and Cut Sheets after provision of construction stakes will be provided. Survey standards to conform to section 12 of the CALTRANS Survey Manual.

Aerial Topographical Mapping

Control Field Survey and UAV Flight.

As required by project scope, perform control survey placing and locating required aerial control targets as per calculated flight plan. Perform unmanned aerial vehicle (UAV or "drone") flight obtaining high resolution aerial photography. Process aerial photography obtaining a dense point cloud, orthomosaic photo (high and medium resolution), digital elevation model, and digital terrain model. Compare aerial topography with partial supplemental ground field survey to check for precision and redundancy.

Aerial Control Field Survey and Aerial Consultant Coordination

As required by project scope, coordinate with Aerial Consultant on necessary aerial ground control. Aerial Consultant to provide:

- Preparation of a flight plan and layout of ground control targets;
- Aerial photogrammetric and triangulation services;
- · Compilation of planimetric and topographic features to digital medium;
- Compilation of ortho-photography.

Set Aerial targets using redundant GPS site surveys or adjusted total station/ leveling closure loops to establish horizontal and vertical alignment control and provide to aerial consultant. Upon receipt of the Aerial Survey CAD file, compare aerial topography with partial supplemental ground field survey to check for precision and redundancy.

Monument Ties and Replacement

Perform field survey creating or recovering ties to existing survey monuments of record which may have been lost due to new construction for the preservation of monuments as pursuant to California State Law. Prepare and file with Riverside County Surveyor's Office the necessary documentation (Corner Record or Record of Survey) required in association with preserving and replacing any destroyed survey monuments.

Construction Surveyor Administration

Survey staff to be available, during the term of the contract, to address questions or concerns that may arise. Grade Sheets shall be prepared and submitted to the City within 48 hours of the receipt of the "Staking Request" for the said work.

Additional Survey Scope Upon Request

Topographic Field Survey

Using a Leica Robotic Total Station, perform field topographic field survey of project areas. Obtain spot elevations and critical points necessary to create a 3-dimensional surface of existing curb, curb and gutter, asphalt, natural ground grades, swales, basins, and mounds to enable surface drainage analyses of the project construction area. Locate existing utility improvements that may be impacted from project construction. (e.g. water valves, water meters, sewer and storm drain manholes, fire hydrant reflectors).

Utility Plat & Record Drawing Research

Contact local public utility companies to obtain currently available utility plats and record as built drawings.

Design Base Sheet Preparation

Per the above Record Map Research and Site Survey Control, plot street center lines and required rights-of-way. Per the above Utility Plat & Record Drawing Research and Topographic Field Survey plot existing utilities in the project area. Coordinate with the City of Rancho Mirage to obtain any available aerial photo file types to incorporate into Design Base Sheet as needed. Using Autodesk's Civil 3D, generate 3-dimensional

surface of the existing curb, curb and gutter, or asphalt of the project construction area to enable surface drainage analyses of project area. Generate 1 foot contours and display critical spot elevations as needed. Color coded slope or elevation banding of project area will be available upon request.

Legal and Plat Preparation

As required by project, perform filed survey or use existing site survey to locate critical improvements to be used as control along with the above boundary survey to establish necessary control for the preparation of proposed easements, quitclaim deeds, lot line adjustments, certificate of compliance, lot descriptions, or parcel descriptions and the accompanying plat. Provide in house review prior to submittal to City for review and comment.

Record Map Research

Research current available record maps on file with Riverside County. Identify control monumentation to be used as onsite horizontal control. Identify monumentation of record that may be utilized or impacted due to project construction. Coordinate with City of Cathedral City on pending projects impacting project boundaries.

Boundary Survey and Record Map Preparation

As required by project scope, review Record Map Research and Site Survey Control in order to calculate and monument required unmonumented property corners. Prepare Record Map (e.g. Corner Record, Record of Survey) for submittal to City and Riverside County for technical review. Revise Record Map per provided comments and resubmit as required.

EXHIBIT "B"

SUMMARY OF COSTS FROM PROPOSAL

SUMMARY OF COSTS

Pursuant to the Request for Proposals, the undersigned hereby proposes and agrees that on award by the City under this Proposal, and in accordance with the provisions therein stated, to execute a City Design Professional Services Agreement, to provide and to furnish any certificates of insurance and all labor, materials, transportation and services for Construction Surveying Services for various City projects on an as-needed basis.

The Hourly Rates listed below shall include labor, materials, equipment, transportation and appurtenant work as is necessary to have the item complete and in place meeting the full intent of this Request for Proposal and the applicable Caltrans Survey Standards. Labor costs shall be fully burdened and include all wages, fringe benefits, overhead and profit. The hourly rates will be used as the basis for charges and invoices for the various projects.

Prevailing Wage - In accordance with Section 1770 of the Labor Code, the City has ascertained and does hereby specify that the prevailing wage rates shall be those provided in Article 1110-20.0, **WAGE RATES**. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code. The City will furnish to the Consultant, upon request, a copy of such prevailing rates. It shall be the duty of the Consultant to post a copy of such prevailing wages at each job site.

The following is a summary of costs to provide the services outlined in the Request for Proposals for Professional Surveying and will be used as the basis for negotiating a Design Professional Services Agreement:

CITY OF CATHEDRAL CITY ANNUAL AS-NEEDED CONTRACT Hourly Rates For Surveying Services

TASK	DESCRIPTION	HOURLY RATE
1	TWO-PERSON FIELD CREW	\$ 260
2	OFFICE CALCULATIONS	\$ 100

If proposal is accepted, invoices will be based upon the above Unit Price and actual work performed.

Consultant Signature

Phillip FOTOTOF CEO FOTOTOF Name of Consultant ENGINEE/LIG

760-413-0114 Consultant Telephone No.

EXHIBIT "C" INSURANCE

A. <u>Insurance Coverages</u>. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

X Workers' Compensation Insurance: Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

X Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars

\$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

All Coverages.

- a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.
- b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

- a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.
- b. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.
- c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.
- e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- 3. <u>Workers' Compensation Coverage</u>. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.
- C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- 1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.
- 2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- 3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AGREEMENT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF CATHEDRAL CITY, CALIFORNIA AND ALBERT A. WEBB ASSOCIATES FOR ANNUAL AS-NEEDED TRAFFIC ENGINEERING SERVICES

This Agreement for Design Professional Services ("Agreement") is entered into as of July 1, 2018 ("Effective Date") by and between the City of Cathedral City, a municipal corporation ("City") and Albert A. Webb Associates, ("Design Professional"). City and Design Professional are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. City has sought, by request for proposals, the performance of the engineering services defined and described particularly in Section 2 of this Agreement.
- B. Design Professional, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.
- C. Design Professional was selected by the City on the basis of Design Professional's demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required.
- D. Pursuant to the City of Cathedral City's Municipal Code, City has authority to enter into this Design Professional Services Agreement and the City Manager has authority to execute this Agreement.
- E. The Parties desire to formalize the selection of Design Professional for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 19 "Termination of Agreement" of this Agreement, the Term of this Agreement is for twelve months commencing on the Effective Date with an option to extend the Agreement for an additional twelve months.

SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

- (a) <u>Scope of Services</u>. Design Professional agrees to perform the services set forth in Exhibit "A" "Scope of Work" (hereinafter, the "Services") and made a part of this Agreement by this reference.
- (b) <u>Schedule of Performance</u>. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Design Professional shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Design Professional to continue performing the Services.

SECTION 3. ADDITIONAL SERVICES.

Design Professional shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 25 "Administration and Implementation" or Section 27 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Design Professional the negotiated fee for each Task as specified in Exhibit "B" and made a part of this Agreement by this reference.
- (b) Each month Design Professional shall furnish to City a separate, original invoice for all work performed and expenses incurred during the preceding month for each Task Order. The invoices shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor Professional contracts. Sub-contractor Professional invoices shall be detailed in the same manner as Design Professional invoice. City shall independently review each invoice submitted by the Design Professional to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Design Professional for correction and resubmission.
- (c) Except as to any charges for work performed or expenses incurred by Design Professional which are disputed by City, City will use its best efforts to cause Design Professional to be paid within forty-five (45) days of receipt of Design Professional's correct and undisputed invoice.

(d) Payment to Design Professional for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Design Professional.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Design Professional's work under this Agreement, either during performance or when completed. City shall reject or finally accept Design Professional's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Design Professional's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Design Professional's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 15 "Indemnification" and Section 16 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Design Professional. Upon completion, expiration or termination of this Agreement, Design Professional shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Design Professional in the course of providing the Services pursuant to this Agreement, Design Professional's guarantees and warranties in Section 9 "Standard of Performance; Familiarity With Work" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. DESIGN PROFESSIONAL'S BOOKS AND RECORDS.

(a) Design Professional shall maintain any and all documents and records demonstrating or relating to Design Professional's performance of the Services. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Design Professional pursuant to this Agreement. Any and all such documents or records shall be

maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.

- (b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Design Professional's address indicated for receipt of notices in this Agreement.
- (c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Design Professional's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

- (a) Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Design Professional shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- (b) The personnel performing the Services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees, or agents except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, or agents are in any manner officials, officers, employees or agents of City.
- (c) Neither Design Professional, nor any of Design Professional's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE; FAMILIARITY WITH WORK.

(a) Design Professional represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Design Professional shall at all times faithfully, competently and to the best of its ability, experience and

talent, perform all Services. In meeting its obligations under this Agreement, Design Professional shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Design Professional under this Agreement, and shall use such skill, prudence, and diligence as other members of Design Professional's profession commonly possess and exercise. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Design Professionals work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

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

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Design Professional shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Design Professional shall obtain any and all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Design Professional to comply with this section.

SECTION 11. PREVAILING WAGE LAWS.

It is the understanding of City and Design Professional that California prevailing wage laws apply to the land surveying work performed under this Agreement.

SECTION 12. NONDISCRIMINATION.

Design Professional shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. CONFLICTS OF INTEREST.

(a) Design Professional covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Design Professional's performance of the Services. Design Professional further covenants that

in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Design Professional agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

- (b) City may determine that Design Professional must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Design Professional shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.
- (c) City understands and acknowledges that Design Professional is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Design Professional is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.
- (d) City understands and acknowledges that Design Professional will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- (a) All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- (b) Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives City notice of such court order or subpoena.
- (c) If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Design Professional's conduct.

(d) Design Professional shall promptly notify City should Design Professional , its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

SECTION 15. INDEMNIFICATION.

- (a) Indemnification by Design Professional. As provided under Civil Code Section 2782.8, Design Professional shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims. actions and proceedings (whether at law or equity, administrative or judicial), demands, orders, judgments, losses, liabilities, damages, costs and expenses, including attorney's fees and costs, (collectively "Claims") to the extent same arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional, its officers, agents, employees or subconsultants (or any entity or individual that Design Professional shall bear the legal liability thereof) in the performance of professional services under this Agreement, with the understanding that in the event Claims are found by the trier of fact to have been caused by the joint or concurrent negligence of the City and its contractors and Design Professionals, and Design Professional, damages and expenses from both indemnity and duty to defend obligations shall be borne by each party in proportion to its negligence.
- (b) <u>Indemnification from Subcontractors</u>. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-consultant, subcontractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Design Professional fails to obtain such indemnity obligations from others as required here, Design Professional agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.
- (c) <u>City's Negligence</u>. The provisions of this section do not apply to Claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 16. INSURANCE.

Design Professional agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Design Professional agrees to provide City with copies of required policies upon request.

SECTION 17. ASSIGNMENT.

The expertise and experience of Design Professional are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 19 "Termination of Agreement." City acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 18. CONTINUITY OF PERSONNEL.

Design Professional shall make every reasonable effort to maintain the stability and continuity of Design Professional's staff and subcontractors, if any, assigned to perform the Services. Design Professional shall notify City of any changes in Design Professional's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

- (a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Design Professional. In the event such notice is given, Design Professional shall cease immediately all work in progress.
- (b) Design Professional may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.
- (c) If either Design Professional or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Design Professional, or City may terminate this Agreement immediately upon written notice.
- (d) Upon termination of this Agreement by either Design Professional or City, all property belonging exclusively to City which is in Design Professional's possession

shall be returned to City. Design Professional shall furnish to City a final invoice for work performed and expenses incurred by Design Professional, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 20. DEFAULT.

In the event that Design Professional is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Design Professional for any work performed after the date of default. Instead, the City may give notice to Design Professional of the default and the reasons for the default. The notice shall include the timeframe in which Design Professional may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Design Professional is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Design Professional does not cure the default, the City may take necessary steps to terminate this Agreement under Section 19 "Termination of Agreement." Any failure on the part of the City to give notice of the Design Professional's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 21. EXCUSABLE DELAYS.

Design Professional shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Design Professional. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 22. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Design Professional in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 23. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing, addressed as follows:

To City: City of Cathedral City

Attn: City Manager

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

To Design Professional: Albert A. Webb Associates

Attn: Bruce Davis, P.E., Sr. VP

3788 McCray Street Riverside, CA 92506

Notice shall be deemed effective on the date delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 24. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Design Professional represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Design Professional to the performance of its obligations hereunder.

SECTION 25. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 27 "Amendment" and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 27. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Design Professional and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Design Professional shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN: VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Design Professional and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY	ALBERT A. WEBB ASSOCIATES
Charles P. McClendon City Manager	By:
ATTEST:	By:
Gary F. Howell City Clerk	
APPROVED AS TO FORM	
Eric S. Vail City Attorney	
ORY AROTHOU	

NOTE:

DESIGN PROFESSIONAL'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DESIGN PROFESSIONAL'S BUSINESS ENTITY.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

STATE OF CALIFOR COUNTY OF RIVERS)	
On	2018	,	
before me.	, 2010		
Date			Name And Title Of Officer (e.g. "Jane Doe, Notary Public")
personally appeared_			Name of Signer(s)
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		WITNESS my hand	and official seal.
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Individual Corporate Officer			
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Attorney-In-Fact Trustee(s) Guardian/Conservate Other:	or		Number Of Pages
Signer is representing: lame Of Person(s) Or Entity(ie	es)		Date Of Document
			Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who

signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

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	gner is representing: ne Of Person(s) Or Entity(ies)			Date Of Document

Signer(s) Other Than Named Above

EXHIBIT "A"

Scope of work will be defined by each Task Order.

EXHIBIT "B"

City shall solicit separate cost proposals for each Task Order.

EXHIBIT "C" INSURANCE

A. <u>Insurance Coverages</u>. Service Provider shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Only the following "marked" requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X Vehicle Liability Insurance: Vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000). A combined single limit policy with aggregate limits in an amount of not less than \$2,000,000 shall be considered equivalent to the said required minimum limits. Coverage shall be at least as broad as Insurance Services Office form number CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the approval of the City.

X Workers' Compensation Insurance: Workers' Compensation insurance that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Service Provider shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Service Provider participating under this Agreement, Service Provider is to defend and indemnify the City from such claim.

X Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars

\$1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the City submit written evidence of this continuous coverage.

B. <u>Other Provisions</u>. Insurance policies required by this Agreement shall contain the following provisions:

All Coverages.

- a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.
- b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.

- a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.
- b. Service Provider's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.
- c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.
- e. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
- 3. <u>Workers' Compensation Coverage</u>. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Service Provider.
- C. Other Requirements. Service Provider agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Service Provider furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.
- 1. Service Provider shall furnish certificates and endorsements from each sub-contractor identical to those Service Provider provides.
- 2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- 3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

AGREEMENT FOR TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES

BETWEEN THE CITY OF CATHEDRAL CITY, CALIFORNIA AND SIEMENS ITS

This Agreement for Traffic Signal Preventive Maintenance and Emergency On-Call Services ("<u>Agreement</u>") is entered into as of July 1, 2018 ("<u>Effective Date</u>") between the City of Cathedral City, a municipal corporation ("<u>City</u>") and SIEMENS ITS ("<u>Contractor</u>") (collectively the "<u>Parties</u>"). In consideration of the mutual promises and covenants made by the parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

Term. Subject to the provisions of Section 8 [Termination] of this Agreement, the term of this Agreement is for twelve months with an option for an additional twelve months, commencing on the Effective Date ("<u>Term</u>").

Contractor Services. Subject to the terms and conditions of this Agreement, Contractor agrees to perform for City those services specified in the Scope of Services attached hereto and incorporated herein by reference as Exhibit "A" [Scope of Services] ("Services"). Contractor agrees to furnish, for the compensation provided for herein, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform and complete the Services. The Services shall be subject to inspection and approval by City. Contractor agrees to work closely with City staff in the performance of the Services and shall be available to City's staff and consultants at all reasonable times.

Extra Work. Contractor shall not be compensated for any work or services rendered in connection with its performance of this Agreement, which are in addition to or outside of the Services ("**Extra Work**"), except as expressly provided for herein. It shall be Contractor's responsibility to ensure that the scope and price of any Extra Work to be performed by Contractor is approved by City in writing in advance of Contractor's commencement of the Extra Work in accordance with Section 9.10 [Amendments] and Section 9.19 [Administration and Implementation]. City shall not be obligated to pay for or otherwise be liable for unauthorized Extra Work performed by Contractor.

General Warranty. Contractor warrants all Services under this Agreement (which for purposes of this Section shall be deemed to include unauthorized Extra Work which has not been removed and any non-conforming materials incorporated into the Services) to be of good quality and free from any defective or faulty material and workmanship. All

warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City.

Repair of Defects. Contractor agrees that for a period of one (1) year from and after final acceptance of the Services, or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Services, whichever is later. Contractor shall within ten (10) days after being notified in writing by City of any defect in the Services or non-conformance of the Services, commence and prosecute with due diligence all work and services necessary to fulfill the terms of the warranty at its sole cost and expense. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work, facilities, fixtures, or materials damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective Services. For any Services so corrected, Contractor's obligation hereunder to correct defective Services shall be reinstated for an additional one vear period, commencing with the date of acceptance of such corrected Services. Contractor shall perform such tests as City may require to verify that any corrective actions are adequate to remedy the defective condition. In the event that Contractor fails to perform its obligations under this Section to the reasonable satisfaction of City, then City shall have the right to correct and replace any defective, non-conforming, or damaged Services at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

Contractor's Representative. Contractor hereby designates the representative named in Exhibit "D" [Representatives], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

COMPENSATION AND METHOD OF PAYMENT

Compensation. City shall pay to Contractor for non-disputed Services rendered the compensation set forth in Exhibit "C" [Compensation] attached hereto and incorporated herein by reference.

Payment of Compensation. Contractor shall submit monthly invoices together with an itemized statement of Services provided. The statement shall describe the Services provided, the percent of work completed by item, together with such other reasonable detail and supporting documentation as may be required by the City Manager,

or his/her designee. City will review the statement and pay, with the exception of any charges for work performed or expenses incurred by Contractor which are disputed by City, within 30 days of receiving such statement, all approved charges thereon. Payment by City shall release City from any further obligation for payment to Contractor, for Services performed or expenses incurred as of the date of the invoice. Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defect in work performed by Contractor.

RESPONSIBILITIES OF CONTRACTOR

Control and Payment of Subordinates; Independent Contractor. Contractor agrees that all Services shall be performed by Contractor or under its supervision. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under the Contractor's exclusive direction and control. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, healthcare or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights. Contractor shall make payments promptly, as due, to all persons supplying labor or materials for the Services. Contractor shall not permit any lien or claim to be filed or prosecuted against the City on any account of any labor or material furnished for the Services. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due the Contractor. The payment of the claim in this manner shall not relieve Contractor or their surety from obligation with respect to any unpaid claims.

Standard of Care and Licenses. Contractor agrees that all Services shall be performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it, its employees and subcontractors shall have sufficient skill and experience to perform the Services and that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained in good standing throughout the term of this Agreement. Contractor shall furnish the City copies of all licenses, permits and approvals for any individual working on City-owned equipment.

Required Corrections. Contractor shall perform, at its own expense and without reimbursement from the City, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care provided for herein.

Law and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services.

Safety. Contractor shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

Labor Code and Prevailing Wage Requirements.

Apprenticeable Crafts. To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

<u>Hours of Work</u>. Contractor shall comply with the legal days work and overtime requirements of Section 1813 of the Labor Code.

<u>Payroll Records</u>. In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

Prevailing Wage Laws. Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed.

Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

INDEMNIFICATION

Indemnity. Except as to the sole negligence, active negligence, gross negligence or willful misconduct of City, Contractor expressly agrees to, and shall, indemnify, defend, release, and hold City, and its respective officials, officers, employees, agents, and contractors harmless from and against any Action, liability, loss, damage, entry, judgment, order, lien, and Costs and Expenses which arises out of, or are in any way related to, any act or omission of Contractor, or its officers, directors, employees, agents, or contractors, connected with the performance or failure to perform under this Agreement, notwithstanding that City may have benefited therefrom, or any challenge to this Agreement. This Section shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor's officers, directors, employees, agents and contractors, including but not limited to acts or omissions in any way related to, the release, treatment, use, generation, transportation, storage, or disposal in, on, under, to, or from the location at which work under this Agreement is performed of any Hazardous Substances by Contractor or its officers, directors, employees, agents, and subcontractors. The Parties expressly agree that any payment, or Costs and Expenses City incurs or makes to, or on behalf of, an injured employee under City's workers' compensation or other insurance, is included as a loss or Costs and Expenses for the purpose of this Section. City shall not be responsible for any acts, errors or omissions of any person or entity except City and its officers, agents, servants, employees or contractors. The Parties expressly agree that the obligations of Contractor under this Section shall survive the expiration or early termination of the Agreement.

Action. For purposes of this Agreement, "<u>Action</u>" shall mean any suit (whether legal, equitable, or declaratory in nature), proceeding or hearing (whether administrative or judicial), arbitration or mediation (whether voluntary, court-ordered, binding, or non-binding), or other alternative dispute resolution process, and the filing, recording, or service of any process, notice, claim, demand, lien, or other instrument which is a prerequisite or prelude to commencement of the Action.

Costs and Expenses. For purposes of this Agreement, "Costs and Expenses" shall mean all costs and expenses, to the extent reasonable in amount, actually and necessarily incurred by a Party in good faith in the investigation, prosecution or defense of an Action, including, but not limited to, court costs, filing, recording, and service fees, copying costs, exhibit production costs, special media rental costs, attorney's fees, consultant fees, fees for investigators, witness fees (both lay and expert), travel expenses, deposition and transcript costs, and any other costs or expenses, the award of which a court of competent jurisdiction may determine to be just and reasonable.

Hazardous Substances. For purposes of this Agreement, "Hazardous Substances" shall mean any and all of the following:

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act. 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901, et seq.; the Toxic Substances Control Act, 15 U.S.C.S. §2601, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq.; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C. §136, et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §6901, et seq.; the Clean Air Act, 42 U.S.C. §7401, et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §6901, et seq.; the Surface Mining Control and Reclamation Act, 30 U.S.C. §1201, et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, et seq.; the Occupational Safety and Health Act. 29 U.S.C. §§655 and 657; the Hazardous Waste Control Act, California Health and Safety Code ("H.&S.C.") §25100, et seg.; the Hazardous Substance Account Act, H.&S.C.§25330, et seq.; the California Safe Drinking Water and Toxic Enforcement Act. H.&S.C. §25249.5, et seq.; the Underground Storage of Hazardous Substances, H.&S.C. §25280, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, H.&S.C. §25300, et seq.; the Hazardous Waste Management Act, H.&S.C. §25170.1, et seg.; the Hazardous Materials Response Plans and Inventory, H.&S.C. §25001, et seg.; the Porter-Cologne Water Quality Control Act, Water Code §13000, et seq., all as they may from time to time be amended; and

any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree due to its hazardous, toxic or dangerous nature.

RECORDS AND DOCUMENTS

Accounting Records.

Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all expenses incurred under this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. All such records shall be clearly identifiable.

Inspection and Copying. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this

Agreement. At no cost to City, Contractor shall provide copies of such documents or records directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services shall become the sole property of City and may be used, reused or otherwise disposed of by the City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents

INSURANCE

Maintenance of Insurance. Prior to the beginning of and throughout the term of this Agreement, Contractor will maintain insurance in conformance with requirements established by City for the type of Services being performed. Contractor acknowledges that prior to the Effective Date of this Agreement, City provided to Contractor the applicable insurance requirements, a copy of which are attached hereto as Exhibit "F" [Insurance]. Contractor acknowledges that the insurance coverage and policy limits provided by City constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the City.

Subcontractors Insurance. Contractor agrees to ensure that subcontractors, and any other party involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

Modification of Insurance Provisions. The City Manager may make reasonable amendments to the insurance requirements of this section, with the written concurrence of the Finance Director or Risk Manager, in accordance with Section 9.19 [Administration and Implementation] after considering the Scope of Services, potential liabilities, and the required level of insurance to adequately protect the City.

BONDS

Performance and Payment Bonds. If required by law or specifically required by City as set forth in Exhibit "E" [Bonds Required], attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with Contractor's

execution of this Agreement, but in no event later than the Effective Date of this Agreement, a Performance Bond and/or a Payment Bond in the amount of the total, not-to-exceed compensation indicated in Exhibit C, and in a form provided or approved by the City.

Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, without further notice from City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety.

Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

TERMINATION.

Termination by City. City may, by written notice to Contractor, terminate with or without cause, and without any prior notice of default or right to cure by Contractor, the whole or any part of this Agreement at any time and by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those non-disputed Services that have been adequately rendered to City, and Contractor shall be entitled to no further compensation.

Termination by Contractor. Contractor may, by written notice to City, terminate this Agreement based upon City's failure to timely cure a default under this Agreement as provided herein. At least forty-five (45) days prior to termination, Contractor shall provide City with a written notice specifying City's alleged default and providing City with a forty-five (45) day period to cure the default. Should City timely cure such default, the

Agreement shall continue. Should City fail to timely or adequately cure such default, Contractor may terminate this Agreement by issuance of written notice to City.

GENERAL PROVISIONS

Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

Liquidated Damages. The Parties agree that City has a legitimate interest in ensuring that Contractor provides the Services (including performance of all duties and responsibilities) required under this Agreement in a consistent and reliable manner, and that Contractor's failure to timely provide such Services or to provide them in an inadequate manner will cause City to suffer damages and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages or to calculate actual damages. Therefore, in addition to City's right to treat such nonperformance as a material breach of, and to terminate, this Agreement, the Parties agree that liquidated damages, as provided herein, represent a reasonable estimate of the monetary damages that reasonably could be anticipated and that proof of actual damages would be costly or impractical. The Parties specifically confirm the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Therefore, in lieu of actual damages, Contractor is subject to payment of \$500 per failure to perform, per day. City may, at its election. deduct any assessed liquidated damages from payment due, or that will become due, to Contractor from City.

Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance of failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of the Agreement.

Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Riverside. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern Division of the Central District of California, located in Riverside, California.

Integration. This Agreement, including the attached Exhibits "A" through "F", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding.

Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Prohibited Interests. Contractor represents and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Amendments. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for amendments or modifications to be in writing cannot be waived and that any attempted waiver shall be void.

No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

Delivery Of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be given to the respective parties at the addresses listed in Exhibit "D", or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party or any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees and Costs and Expenses, in addition to any other relief to which it may be entitled.

Subcontracting. Contractor shall not subcontract any portion of the Services, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

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

Authority To Execute. The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Administration and Implementation. This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 9.10 [Amendment] and the City Manager's contracting authority under the Cathedral City Municipal Code.

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

CITY OF CATHEDRAL CITY	CONTRACTOR:
Charles P. McClendon, City Manager	By:
ATTEST:	
Gary F. Howell, City Clerk	By:
APPROVED AS TO FORM:	
Eric S. Vail, City Attorney	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

C	STATE OF CALIFORNIA COUNTY OF RIVERSIDE COUNTY OF RIVERSIDE)	
C	On, 2018	, before me,	ne And Title Of Officer (e.g. "Jane Doe, Notary Public")
p	ersonally appeared		
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		person(s) instrument same in his/her/thei	It to me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by r signature(s) on the instrument the person(s), or the behalf of which the person(s) acted, executed the
		l certify und of California	er PENALTY OF PERJURY under the laws of the State a that the foregoing paragraph is true and correct.
		WITNESS	my hand and official seal.
		-	Signature of Notary Public
		ОРТІ	ONAL
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	Partner(s) "Limite "Gene		
	Attorney-In-Fact Trustee(s) Guardian/Conservator Other:		Number Of Pages
	ner is representing: ne Of Person(s) Or Entity(ies)		Date Of Document
			Signer(s) Other Than Named Above

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

CC	ATE OF CALIFORNIA DUNTY OF RIVERSIDI DUNTY OF RIVERSIDI))	
On	Date rsonally appeared	<u>, 2018</u> , befo	re me, Nam	e And Title Of Officer (e.g. "Jane Doe, Notary Public")
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			person(s) instrument same in his/her/thei	I to me on the basis of satisfactory evidence to be the whose name(s) is/are subscribed to the within and acknowledged to me that he/she/they executed the his/her/their authorized capacity(ies), and that by a signature(s) on the instrument the person(s), or the healf of which the person(s) acted, executed the
				er PENALTY OF PERJURY under the laws of the State a that the foregoing paragraph is true and correct.
			WITNESS	my hand and official seal.
			·	Signature of Notary Public
			ОРТ	IONAL
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	Attorney-In-Fact Trustee(s) Guardian/Conservator			Number Of Pages
Sig	Other:			Date Of Document
ıvar	ne Of Person(s) Or Entity(ies)			
				Signer(s) Other Than Named Above

EXHIBIT "A" SCOPE OF SERVICES

1. Scope of Work

Our Understanding

It is our understanding that the City of Cathedral City is looking to award one contract with an initial term of one year (with four potential one year extensions) to a traffic signal maintenance service company that is most qualified to perform the services described in the "Scope of Work" section listed in the City's RFP.

The selected service company will be responsible for providing a continuing, comprehensive, routine maintenance program at the City's 42 signalized intersections, monthly. The City's expectation is that the signal maintenance program will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the traffic control equipment, thus reducing the overall operating cost for the City's traffic signal system.

In addition to the monthly preventative maintenance program, the City expects the selected service

company to provide 24-hour (per day) emergency response service and be capable of responding to emergency calls from the City within two (2) hours. Siemens will also provide other extraordinary services such as unscheduled repairs and technical support services to the City's traffic signal systems in accordance with the City's requirements and response times as listed in the City's RFP.

Detailed Scope of Work

It is always the goal of Siemens ITS to hone our service around a Customer's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all of our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever evolving process and that is why we believe that the only successful route is through establishing these common goals. This methodology



and a commitment to service will be applied to every aspect of our services for the City of Cathedral City.

Candace Gallaher will be the Account Manager serving the City of Cathedral City. She and her service coordinator, Melissa Torna, will be responsible for maintaining communication with the City regarding daily operation and maintenance of all traffic signal equipment. Our account management team as well as our field staff will work closely with you and your team in order to ensure that all of your requests are being effectively addressed. We make every effort to make certain that the City's staff is always aware of issues that are in need of attention.

Siemens will execute a comprehensive routine maintenance program as outlined in the City's scope of work, as recommended by the manufacturer and as listed below. Siemens will also maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City.

The Field Technician will, at a minimum, perform the following tasks at each location (if applicable) once every month:

- Routine maintenance is typically scheduled by the technician as they are more aware of the geography of the area. He will definitely take into consideration contract requirements and your preference when scheduling routine preventive maintenance.
- Once our technician arrives at the location he will complete a job hazard analysis (JHA) determining
 any potential hazards at the location. Following the JHA, he/she will secure the area with proper
 traffic control as referenced in the most recent edition of the W.A.T.C.H. Handbook and in
 accordance with the City's traffic control requirements.
- Our technician will first clean and vacuum the controller cabinet and battery backup cabinet (if equipped) and ensure the cabinet vents are un-obstructed and the air filter is clean, properly inserted and secure (air filters will be replaced semi-annually or sooner if necessary). During this process your Siemens technician will perform the following checks inside the controller cabinet:
 - Confirm that the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration. Excessive dampness and plant or animal intrusion inside the controller cabinet will be reported to the City and repaired immediately.
 - > Verify fan operation and ensure the thermostat is set to the appropriate temperature and that there is sufficient airflow through the cabinet.
 - ➤ Inspect cabinet hardware (i.e. door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the City.
 - Inspect electrical components (i.e. relays, load switches, flasher(s), rack-mount detectors, harness/connectors, cabinet grounding, GFCI receptacles, terminal connections cabinet lights and switches, CMU (interlock) door switch, the police panel switches, etc.) for proper operation and make adjustments as necessary. We'll also verify proper operation of all equipment displays and cabinet/controller indicator lamps. Deficiencies that pose a safety concern will be corrected immediately.
- Following the visual inspection, your Siemens technician will examine the functionality of the controller in relation to traffic at the intersection and confirm all phase and coordination timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- In addition to monitoring phase actuation from vehicle/traffic, they will also confirm proper intersection cycling by manually placing vehicle and pedestrian calls on each phase through the cabinet test switches or the controller key pad to verify controller servicing of each phase.
- We'll ensure your controller's date and time is correct and we'll adjust all controller clocks within 48
 hours of time changes related to Daylight Saving Time. This also includes confirming the correct
 date and time in all Conflict Monitor Units and Malfunction Management Units (CMU/MMU) during
 each visit.

- Your Siemens technician will check the controller log buffers and investigate any faults that may have surfaced since the last maintenance visit.
- All CMU's/MMU's will be tested annually with an ATSI PCMT 8000 conflict monitor tester. Individual
 test results will meet the City's documentation requirements and will be available in each controller
 cabinet and an electronic file (USB or CD) will be delivered to the City with 30 days after completing
 the testing. This test will also be documented on the routine maintenance log located in the
 controller cabinet. The price for CMU/MMU testing will be included in the flat rate for routine
 preventative maintenance.
- We will monitor the intersection for proper operation of the detector loops and amplifiers. For
 intersections with video detection, we will verify camera operation by monitoring the vehicle call on
 the video monitor and also, verify the calls going to the detector call page in the controller.
- The technician will confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. We will make adjustments or re-tune detector amplifiers and correct substandard splices as necessary. Loops requiring re-seal or replacement will be documented and reported to the City immediately.
- If the intersection is equipped with video detection our technician will verify that detection zones are properly structured. They will also verify proper camera operation by monitoring the vehicle call on the video processor unit and confirm that the calls are registering in the controller and actuating the correct phase in the controller. The technician will also verify that detection system software has been properly updated. If necessary, your Siemens technician will clean the video detection camera lenses.
- If equipped, your Siemens technician will confirm operation of all preemption devices (i.e. railroad, emergency vehicle preemption (EVP), fire station preemption, etc.).
- Your Siemens technician will verify operation of telemetry on controller display and also confirm
 operations on any local communication devices (i.e. internal/external modem (hardwired/wireless),
 spread spectrum, etc.), if equipped, and report any malfunction to the City immediately.
- The technician will also test your interconnect systems in order to maintain existing operation and will notify you of any deficiencies.
 - Our technicians have been trained and are extremely knowledgeable with the installation, handling and testing of traffic signal masters, and related interconnect, fiber optic cable and Wi-Fi systems.
- If equipped, your Siemens technician will check the display for Alternating Current (AC) input, Uninterruptible Power Supply (UPS) Output, and Inverter indications. We will also verify the battery level and load level displays. We will report any batteries that require replacement immediately. In addition, we'll confirm all battery connections to ensure they are clean and secure. All events and run time will be documented inside each controller cabinet. Batteries requiring replacement will be brought to the City's attention immediately, and in no circumstances will notification be later than 48 hours following the discovery.

- Siemens will perform a night time inspection of safety lights and illuminated street name signs (ISNS) at all signalized intersections (if equipped) once per month. Our findings will be submitted to the City along with a price proposal for the required repairs.
- Our technician will walk the intersection (clockwise and counter clockwise) and visually inspect all
 poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper
 operation, alignment, and broken or missing parts. During this process your Siemens technician will
 perform the following checks outside of the controller cabinet:
 - > They will depress all pedestrian push buttons and observe proper timing and display.
 - > Visually inspect the loops for sufficient sealant or exposed loop wires.
 - > They will inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.
 - > They will visually inspect all signal doors, signal back plates, and signal visors and confirm they are secure.
 - > Open all traffic signal pull boxes annually and remove dirt and debris. While we have the pull box open, Siemens' technicians will also inspect traffic signal conductors and report any deficiencies immediately to the City.
 - > They will remove unauthorized signs, stickers, and posters that can be easily removed from traffic signal poles and the controller cabinet.
 - > Siemens will annually prepare a list of locations where painting may be necessary and we'll submit this to the City for approval for painting at the rates listed in the extraordinary fee schedule.

Your Siemens technician will document all maintenance activities on the City approved preventative maintenance checklist, on the cabinet log, and in their handheld device which is wirelessly communicating to our maintenance server enabling our customers to view all progress virtually real time.

In addition to the monthly preventative maintenance service, we will provide other extraordinary services such as scheduled repairs, emergency response repairs and technical support services to the City's traffic signal systems in accordance with the City's requirements and as listed below.

Emergency response call outs and unscheduled repairs are initiated by calling our toll free emergency phone number listed above (this will be a live dispatcher 24 hours a day, 7 days a week), report the location, problem and leave your call back information. Our dispatcher will create a work order in our visual planning board. Once the work order is released by our dispatcher it will immediately transfer to our technicians queue on their android device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/work order. The technician will arrive at the site within the contracted response time to assess and correct the reported problem. Once the problem is corrected, the technician will inform you of the repair actions.

Our extraordinary and emergency response services includes, but not limited to, the following services:

- Siemens technicians will be equipped with various types of industry equipment including Econolite TS2 certified equipment. We fully stock our bucket trucks with signal controllers, power supply, conflict monitors/malfunction monitors, relays, load switches, detectors (rack and shelf mount), BIU's, various video detection system cameras and processors, signal heads, pedestrian heads, signal framework, LED's, luminaries, and many more required parts.
- Downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items and follow through with City representative to ensure a successful completion.
- Perform overhead maintenance on safety lighting, traffic signals, street name and regulatory signs,
 video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation; interconnect installation.
- USA Dig Alert Locating services using in house locators.
 - ➤ Siemens will respond to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-ofway construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.
- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative will be notified within twenty-four (24) hours.

Siemens will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shut downs will not be scheduled without the approval of an authorized representative of the City. Also, Siemens will not proceed with any extraordinary repairs without authorization from the City, unless it is a matter of safety.

Siemens has a dedicated 24 hour support line for repair and maintenance, **1-800-229-6090**. Because our technicians take their (fully stocked) bucket trucks home and typically live in or around the area they service, the response time of two (2) hours, as listed in the solicitation, is easily achievable. This service will be provided 24 hours a day, 7 days a week, 365 days a year, with typical response time under normal circumstances being 1 hour.

Employee Activity Tracking

As described in the previous section, Siemens utilizes an in-house application and management system that enables our contract management team to track individual employee utilization and production. This system is directly tied to our payroll system which ensures 100% accuracy for hour paid to our employees and charged to our Customers for work performed. In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

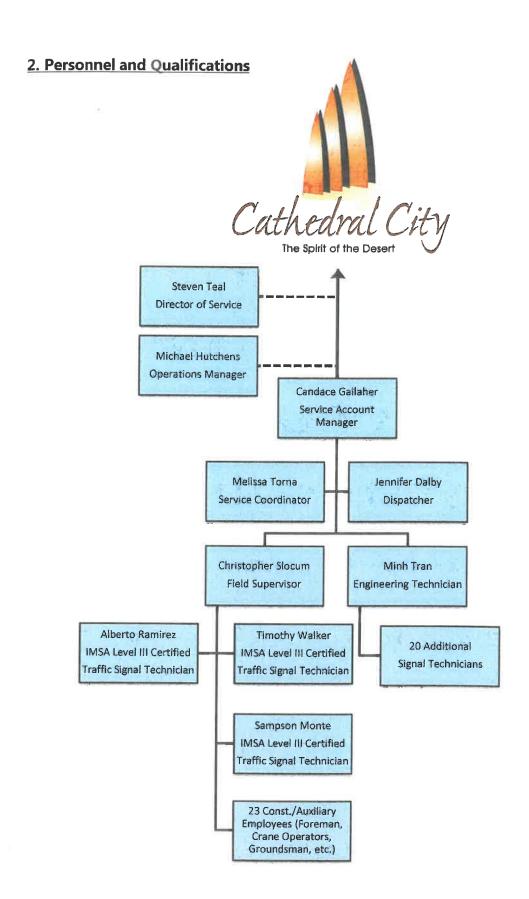
Date Completed: Fri, MAR/18/20 3801177197	01:00	Work O	order #: 5002764108	Debit Memo R	eq.	
Description: NEC POLE KD			and the same house			a const
Response: REMOVED D/ TV2T, TWO 3 : COUNT-DOWN	SEC. PV HEAD	S WITH	ARROW LENSES, USED PEDHEAD &	2R,2Y&2G	PV LEDS.	
PPB AND DIRI WITH BALL LE	ectional pla enses & prog	TE. OLI RAM SI	S/H WEREN'T PR H'S IF CITY WANT	OGRAM, WILL	FOLOW UP	
Item:	1	Qty and	Unit Cost	Extra Charges	Routine Maint.	Paris

ELECTRICIAN (RT)	12.000 H	@	per H	\$	\$ 0.00	OF THE
	12.000 H 8.000 H	@	per H			
ELECTRICIAN (OT)				\$	\$ 0.00	
ELECTRICIAN (OT)	8.000 H	@	per H	\$	\$ 0.00 \$ 0.00	
ELECTRICIAN (OT) ELECTRICIAN (PT) SERVICE BUCKET TRUCK	8.000 H 6.000 H	@	per H per H	\$ \$	\$ 0.00 \$ 0.00 \$ 0.00	
ELECTRICIAN (RT) ELECTRICIAN (OT) ELECTRICIAN (PT) SERVICE BUCKET TRUCK MATERIALS	8.000 H 6.000 H 26.000 H	@	per H per H per H	\$ \$ \$	\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00	

Intersection Records

We will maintain permanent service records at each signalized intersection documenting all preventative maintenance visits, as well as all ongoing work, operations and hardware malfunctions, repairs and configuration work. An example of our cabinet log (intersection record) is below:

CAI	lc. 758796		AND annual contraction	, is
DATE	ARRIVE	ME DEPART	DESCRIPTION OF WORK PRERFORMED	NAME
_				



Monthly Maintenance Tasks

- Clean and vacuum the controller cabinet and battery backup cabinet (if equipped).
- Ensure the cabinet vents are un-obstructed and the air filter is clean, properly inserted and secure.
- Confirm that the controller cabinet is securely mounted to the foundation and inspect the seal for deterioration or excessive dampness and plant or animal intrusion. Reported findings to the City.
- Verify fan operation and ensure the thermostat is set to the appropriate temperature and that there is sufficient airflow through the cabinet.
- Inspect cabinet hardware (i.e. door gaskets, hinges, locks, etc.) for proper operation. All deficiencies will be repaired and reported to the City.
- Inspect all internal electrical cabinet components (i.e. relays, load switches, flasher(s), rack-mount detectors, harness/connectors, cabinet grounding, the police panel switches, etc.) Report deficiencies to City within 48 hours. Issues that pose a safety concern, correct immediately.
- Check controller in relation to traffic at the intersection and confirm all signal timing is programmed correctly and is current based on the timing sheet located in the controller cabinet.
- Test cabinet test switches or the controller key pad to verify the controller is servicing of each phase.
- Confirm controller/Conflict Monitor date and time is correct.
- Verify proper operation of the intersections detection (detector loops amplifiers and video detection).
- Confirm all detector loop cables are correctly identified, connected to the correct vehicle detector field terminals, and that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. Make adjustments to detector amplifiers and correct substandard splices as necessary.
- If equipped, confirm operation of all preemption devices (i.e. railroad, emergency vehicle preemption (EVP), fire station preemption, etc.).
- Confirm operation of telemetry on controller display and any local communication devices. Report Deficiencies to City immediately.
- Verify proper operation of interconnect systems.
- Test Battery Backup System per Manufacture recommendations. Report Deficiencies to City within 48 hours of findings.
- Perform a night time inspection of traffic signal, safety lights and illuminated street name signs (ISNS) monthly.
- Walk the intersection and visually inspect all poles, signal heads, pedestrian signals, associated framework, and signal mounted signs for proper operation, alignment, and broken or missing parts.
- Depress all pedestrian push buttons and observe proper timing and display.
- Visually inspect the loops for sufficient sealant or exposed loop wires.
- Inspect pull boxes, pull box lids and hand-hole covers. Missing covers/lids will be replaced immediately.

Semi Annual Maintenance

• Replace Air Filter.

Annual Maintenance

- Test CMU's/MMU's with an ATSI PCMT 8000 conflict monitor tester or equivalent and submit test reports to City within 30 days.
- Adjust all controller clocks within 48 hours of time changes related to Daylight Saving Time.
- Prepare a list of locations where painting may be necessary.
- Open all traffic signal pull boxes and remove dirt and debris.

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Contractor to perform routine items of work as included in the Scope of Services.

Emergency on-call services to be performed as requested by Cathedral City.

EXHIBIT "C"

COMPENSATION

Compensation will be based on the negotiated rates that will be attached. Contractor agrees to base all invoices on the monthly and/or hourly rates and the unit prices included in the negotiated Price Proposal.

EXHIBIT "D"

REPRESENTATIVES

CITY'S REPRESENTATIVE

City of Cathedral City
Engineering Department

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

68-700 Avenida Lalo Guerrero Cathedral City, California 92234

Phone: (760) 770-0327 Fax: (760) 202-1460

Email Address: jcorella@cathedralcity.gov

CONTRACTOR'S REPRESENTATIVE

Siemens ITS

Attn: Candace Gallaher, Service Account Manager

2250 Business Way Riverside, CA 92501 Phone: (951) 784-6600 Fax: (951) 784-6700

EXHIBIT "E"

BONDS REQUIRED

"No Bonds Required"

EXHIBIT "F"

INSURANCE REQUIREMENTS FOR CITY OF CATHEDRAL CITY

The City requires a certificate of insurance, including an underwriter's endorsement, prior to commencement of the Services.

The insurance policies are to include additional endorsements that contain the following provisions:

- 1. That the City of Cathedral City and its respective elected officials, officers, employees, agents and representatives are additional insureds under the policy;
- 2. The policies are primary and non-contributory to any insurance that may be carried by City;
- 3. The City is entitled to thirty (30) days' prior written notice of cancellation, material reduction, or non-renewal of the policy or policies.
- 4. The insurance shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are licensed to do business in the State of California. City will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

Only the following "marked" requirements are applicable:

X Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Contractor and City against liability or claims of liability which may arise out of this Agreement in the amount of one million dollars (\$1,000,000) per occurrence and subject to an annual aggregate of two million dollars (\$2,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. additional insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

X Vehicle Liability Insurance: Contractor shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than one million dollars (\$1,000,000) for each accident, and property damage insurance in an amount of not less than one million dollars (\$1,000,000).

X Workers' Compensation Insurance: For all of Contractor's employees who will provide Services under this Agreement and to the extent required by applicable state or federal law, Contractor shall keep in full force and effect a Workers' Compensation policy that includes a minimum of one million dollars (\$1,000,000) of employers' liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against City by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the City from such claim.



Cathedral City

Agenda Report

City Council

MEETING DATE: 6/13/2018

TITLE:

Assessment of Special Assessments Against Properties for Nuisance Abatement Costs

FROM:

Pat Milos, Community Development Director

RECOMMENDATION:

Staff recommends the City Council adopt a resolution confirming assessments against various property owners for nuisance abatement costs and providing for collection.

BACKGROUND:

The Code Compliance Division identified 17 properties to be abated (please note: two of these properties were abated multiple times). In each case the property owner was either notified as required by Section 13.90.070 or by Section 6.18.100 of the Cathedral City Municipal Code of the existence of a public nuisance. In all cases where the owners failed or were unable to comply, the City has been forced to hire private contractors to do the necessary abatement work. All costs incurred by the City have been billed to the property owners. In each case where payment has not been made, the City will place an assessment of the costs on the tax rolls for payment at the time of property tax collection.

DISCUSSION:

The total dollar amount still outstanding on the abatement work the City performed is \$22,231.00. The costs, shown on Exhibit A, are to be collected along with the fees charged for staff time spent on performing the necessary abatement work. This work included time spent processing the necessary paperwork, inspections of the properties, and the cost of materials. The combined amount charged for these fees is \$6,021.44. A total overall amount to be recovered by the City is \$28,252.44.

The City Council has the ability to adjust or waive any costs of fees; however, the City would then have to incur the expense which would need to be repaid from another source.

FISCAL IMPACT:

Recommended action will have no adverse financial impact on the City.

ATTACHMENTS:

Proposed Resolution

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, IMPOSING SPECIAL ASSESSMENTS AGAINST CERTAIN PROPERTIES FOR RECOVERY OF NUISANCE ABATEMENT COSTS AND PROVIDING FOR COLLECTION

- **WHEREAS**, the City of Cathedral City, California, has caused the abatement of nuisance conditions on certain parcels of property within the City of Cathedral City, under provisions of Chapter 13.90 and Chapter 6.18 of the Municipal Code; and
- **WHEREAS**, the City Manager, through the Code Compliance Division has filed with this City Council a report of the proceedings and an accurate account of the cost of abating the nuisances on each separate property, as required by the Municipal Code.
- **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cathedral City as follows:
- **SECTION 1**. The report of proceedings and the account of the costs of abating the nuisances on the properties as set forth in Exhibit A, on file with the Council is accurate and in compliance with the requirements of Title 13 of the Cathedral City Municipal Code. Exhibit A is incorporated herein by reference.
- **SECTION 2.** Special Assessments against each lot or parcel of land to pay the cost of abatement of said nuisances are hereby made in the amounts and against the lots or parcels of land indicated in Exhibit A attached hereto and made part hereof.
- **SECTION 3.** Cost of abatement as set forth in Exhibit A constitutes a special assessment against the designated parcel.
- **SECTION 4.** The City Clerk is directed to transmit a certified copy of this Resolution, including Exhibit A, to the County Assessor, County Tax Collector and County Auditor. The County Auditor is requested to record the special assessments on the County Tax Roll and to collect the total amount of the Assessments at the time and in the manner as other ordinary municipal taxes as provided for in Government Code Section 39578-39585.

SECTION 5. CERTIFICATION

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

	PTED at a regular meeting of the City Council 8th day of June, 2018, by the following vote:
Ayes:	
Noes:	
Absent:	
Abstain:	
	Stanley E. Henry, Mayor
ATTEST:	
Gary F. Howell, City Clerk	
APPROVED AS TO FORM:	
Eric S. Vail, City Attorney	

Exhibit A

2018 Nuisance Abatement Lien List

Owner Info	APN	Cost	Administrative Fees	Invoice Amount	Abatement Date	Property Description
Bruce Dinh Minh Thi Xuan Nguyen 69716 Rochester Rd Cathedral City, Ca 92234	670-344-009	180.00	192.00	372.00	November 27, 2018	Emergency Clean Up
Linda Burk 69440 Victoria Dr Cathedral City, Ca	673-162-004	6,000.00	0.00	6,000.00	April 9, 2018	Emergency Clean Up
Champion Mortgage Company c/o Title Trust Deed Service Company 26540 Agora Rd # 102 Calabasas, Ca 91302	673-233-027	1,140.00	566.00	1,706.00	April 24, 2018	(35120 Maria Rd) Emergency Clean Up
Virginnia McDermott 1421 El Bosque Ct Pacific Palisades, Ca 90272	675-173-009	360.00	742.00	1,102.00	April 24, 2018	(28670 Avenida Condesa) Emergency Clean Up
Jean Hendricks P.O. Box 195 La Quinta, Ca 92247	675-202-009	380.00	253.50	633.50	November 20, 2017	Emergency Board Up
Rosa Lopez Gomez 30312 San Luis Rey Cathedral City, Ca 92234	677-303-001	450.00	211.00	661.00	June 23, 2017	Emergency Board Up
Rosa Lopez Gomez 30312 San Luis Rey Cathedral City, Ca 92234	677-303-001	290.00	433.50	723.50	January 12, 2018	Emergency Board Up
Rosa Lopez Gomez 30312 San Luis Rey Cathedral City, Ca 92234	677-303-001	1,380.00	204.00	1,584.00	April 11-13, 2018	Emergency Board Up
George Leone Katharina Leone 3654 Valley Meadow Rd Sherman Oaks, Ca 91403-4841	678-151-029	360.00	110.00	470.00	July 3, 2017	Weed Abatement
John L Eckels Mary K Eckels 504 E Campbell St Stamford, TX 79553	678-251-042	640.00	151.00	791.00	September 14-15, 2017	Weed Abatement
Ramiro N Garcia Rose Mary Garcia 68727 Aliso Rd Cathedral City, Ca 92234	678-302-020	1,675.00	1,440.49	3,115.49	October 4, 2017	Emergency Clean Up
Jay M Gonzales Norma J Gonzales P.O. Box 321 Brea, CA 92822						
Richard L Gonzalez PO Box 893 Cathedral City, Ca 92235	660-170-003 680-222-029	780.00 350.00	188.30 228.75	968.30 578.75	August 3, 2016 September 24, 2017	Weed Abatement (32323 Cathedral Canyon) Emergency Board Up
Richard L Gonzalez PO Box 893 Cathedral City, Ca 92235	680-222-029	1,300.00	0.00	1,300.00	October 12, 2017	(32323 Cathedral Canyon) Emergency Board Up
Richard L Gonzalez PO Box 893 Cathedral City, Ca 92235	680-222-029	300.00	140.00	440.00	November 2, 2017	(32323 Cathedral Canyon) Emergency Board Up
Richard L Gonzalez PO Box 893 Cathedral City, Ca 92235	680-222-029	96.00	135.00	231.00	February 22, 2018	(32323 Cathedral Canyon) Emergency Board Up

2018 Nuisance Abatement Lien List

Owner Info	APN	Cost	Administrative Fees	Invoice Amount	Abatement Date	Property Description
Richard L Gonzalez PO Box 893 Cathedral City, Ca 92235	680-222-029	200.00	136.50	336.50	April 10, 2018	(32323 Cathedral Canyon) Emergency Board Up
Phillip Blaine Williams 5987 Peacock Ridge Rd Rancho Palos Verdes, Ca 90275-3473	680-231-018	1,955.00	296.00	2,251.00	January 16, 2018	(32852 Shifting Sands) Emergency Board Up
Anabel Teran 68673 San Jacinto Rd Cathedral City, Ca 92234	680-251-059	975.00	192.00	1,167.00	December 4, 2017	Weed Abatement
Sue Otwell Adams c/o Beverly Studebaker P.O. Box 2729 Laguna Hills, Ca 92654	680-281-002	410.00	116.50	526.50	October 20, 2016	Weed Abatement
Carmel T Creston Andrew K. Creston 13 Chestnut Rd Merrion Mt. Dublin, Ireland	680-422-006	410.00	188.90	598.90	October 19, 2016	Weed Abatement
Jong Sung Kim Kwiza Kim 2247 N Hobart Blvd Los Angeles, Ca 90027	680-482-016	2,600.00	96.00	2,696.00	October 20, 2016	Weed Abatement
Totals		22,231.00	6,021.44	28,252.44		



Cathedral City

Agenda Report

File #: 2018-233 Item No: 4.A.

City Council

MEETING DATE: 6/13/2018

TITLE:

Approve the Community Development Block Grant FY 2018 Annual Action Pan for submittal to HUD

FROM:

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

Vincent Lopez - Senior Administrative Analyst

RECOMMENDATION:

Approve the FY 2018-2019 Annual Action Plan (AAP) for submittal to HUD and authorize the City Manager (or designee) to execute the new SF-424 application to receive entitlement funding.

BACKGROUND:

Under the Community Development Block Grant (CDBG) program, the awarded funding from HUD allows the City to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. Grantees such as Cathedral City must give maximum feasible priority to activities which benefit low- and moderate-income persons. Grantees must also carry out activities which support in the prevention or elimination of slums or blight.

Additionally, grantees may fund activities when the grantee certifies that the activities meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. CDBG funds may not be used for activities which do not meet these broad national objectives.

DISCUSSION:

The Annual Action Plan (AAP) outlines a summary of the actions, activities, and programs that will take place during the next fiscal year to address the priority needs and specific objectives identified in the 2017 -2021 Consolidated Plan. The AAP identifies the relationship between federal resources and the specific objectives created to address priority needs identified the strategic plan.

File #: 2018-233 Item No: 4.A.

ADMINISTRATIVE ALLOWANCE:

Administrative CDBG funding will be used to manage the overall program processes and planning. The CDBG Program requires that no more than twenty percent (20%) of the entitlement award be spent on Administrative activities. The Administrative Allowance may be used to fund program planning activities such as the development of comprehensive plans, community development plans, energy strategies, capacity building, environmental studies, neighborhood plans and other plans. Administrative CDBG funding includes salaries, wages and related costs of City Staff involved in program management, monitoring, and evaluation.

The Administrative Cap allowance is also proposed to fund fair housing activities through Inland Fair Housing and Mediation Board (IFHMB). IFHMB is a non-profit, public benefit corporation that serves San Bernardino County and parts of Riverside and Imperial Counties. IFHMB assist individuals in resolving issues related to housing discrimination, homeownership sustainability, rental complaints, and disputes in court through the provision of resource recommendations, education, and mediation. IFHMB will be used to provide valuable feedback in preparation of the AFH.

PUBLIC SERVICES ALLOWANCE:

The CDBG program requires that no more than fifteen percent (15%) of the entitlement award be spent on funding public services for low- and moderate-income residents in Cathedral City. For Fiscal year 2018 - 2019, CDBG funds will be used to fund agencies that provide services to seniors and provide homeless services in Cathedral City.

This year the City is proposing to fund the Cathedral City Senior Center to provide programs and activities for the senior community such as Meals on Wheels, Mobile Pantry, Group Exercise, Healthy Aging and Bilingual Outreach Program. This grant allocation will be used for both personnel and non-personnel services needed to administer the activities and programs for senior citizens.

The City is also proposing to fund CVAG's Coachella Valley (CV) Housing First program. This center offers shelter and other supportive services for homeless individuals, families and veterans to help them get back on their feet. As part of the strategic plan to end homelessness in Riverside County, the City of Cathedral City will continue to fund this cause in an ongoing effort to provide the necessary services to make a difference in the community.

As a result of the proposed allocations, the Public Services Allowance has \$22,062 remaining that may be directed by the City Council to increase an existing allocation, an allocation to an existing qualified public service entity or allocate toward the public improvement projects.

PUBLIC IMPROVEMENT ALLOWANCE:

West Whitewater Neighborhood:

The City is proposing to allocate CDBG funding to a Project located in Census Tract 449.07 in the

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westside of the Whitewater Neighborhood. The scope of the Project will be to reconstruct and rehabilitate three residential street blocks bound between Mission Indian Trail to the south and Ramon Road to the north. The three blocks encompass Shifting Sands Trail, Whispering Palms Trail, and Sky Blue Water Trail between Ramon Road and Mission Indian Trail. These three street blocks encompass Block Groups 1 & 2 within Census Tract 449.07.

Ortega North Sidewalk Improvements:

The City is also proposing to continue the construction of sidewalk improvements along Ortega Road and adjoining streets. This Project initiated by the City in FY 2017 that will widen the northside of Ortega Road by constructing and installing sidewalk, curb and gutter. The City is proposing to use additional funding from the 2018 Program to complete this Project. This Project is located in Census Tract 449.15 in Block Group 2 (LOWMOD PCT: 67%).

ENVIRONMENTAL ANALYSIS:

An environmental review record subject to the National Environmental Policy Act (NEPA) and/or California Environmental Quality Act (CEQA) for federally funded projects will be prepared on a Project-specific basis.

PUBLIC NOTIFICATION:

Once approved, the FY 2018-2019 Annual Action Plan will commence on July 1, 2018 to June 30, 2019. The Action Plan was made available for a 30-day public review and comment period from April 9, 2018 through May 8, 2018. The Draft Action Plan was posted on the City website, Cathedral City Senior Center, Cathedral City Branch Library, and City Hall.

After the 2018 Appropriations were announced, City Staff modified the Action Plan to reflect the adjustments to each allowance based on the entitlement award. The 2018 Draft Action Plan was made available for an additional 15 days to allow further public comments. The Action Plan was made available again between May 21, 2018 through June 5, 2018.

A public hearing will be held on June 13, 2018 at the regularly scheduled City Council meeting to give interested persons or parties an opportunity to comment on the proposed activities and projects of the Draft Action Plan.

FISCAL IMPACT:

For Fiscal Year 2018, the City has been tentatively awarded \$613,753. Under HUD guidelines, the City must budget no more than twenty percent (20%) for administrative expenses and no more than fifteen percent (15%) for public and social services. The remaining balance will be allocated towards public improvements benefitting low-and moderate-income residents.

The City is proposing to set aside \$104,750 for planning and administration and \$18,000 allocated

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towards the Inland Fair Housing and Mediation Board (IFHMB) for its administrative cap. The City allocated \$51,500 to CVAG's CV Housing First Program and \$18,500 towards the Cathedral City Senior Center.

For the Capital Improvement Cap, the City is proposing to program an additional \$100,000 towards the 2017 Ortega North Sidewalk Project as the Engineer's Estimate for this project exceeds the amount available to fund a project in the 2017 Program. The City is also proposing to allocate \$298,941 to revitalize and repave three residential blocks in the West Whitewater neighborhood, a low- and moderate area of the City in Census Tract 449.17.

There is a remaining balance of \$22,062 in the Public Service Cap. This balance may be directed by the City Council to increase an existing allocation, an allocation to an existing qualified public service entity or allocate toward the public improvement projects. The City Staff is recommending that this \$22,062 be used for Public Improvements.

The amounts below illustrate how CDBG funds are proposed to be encumbered for the fiscal year 2018:

FY 2018 CDBG PROGRAM	FU	JNDING
Admininstrative Allowance (20%)	\$	122,750
Public Services Allowance (15%)	\$	92,062
Public Improvement Allowance	\$	398,941
Total	\$	613,753

FY 2018 ADMINISTRATIVE ALLOWANCE (20%)	F	UNDING
Program Administration	\$	104,750
Inland Fair Housing and Mediation Board (IFHMB)	\$	18,000
Subtotal	\$	122,750
TOTAL FUNDING AVAILABLE:	\$	122,750

FY 2018 PUBLIC SERVICES ALLOWANCE (15%)	FU	NDING
Senior Services: CC Senior Center	\$	18,500
Homeless Services: CVAG's Coachella Valley (CV) Housing First program	\$	51,500
Subtotal	\$	70,000
TOTAL FUNDING AVAILABLE:	\$	92,062

FY 2018 PUBLIC IMPROVEMENT ALLOWANCE	FUNDING
Public Services Carry Over	\$ 22,062
West Whitewater Neighborhood Streets	\$ 298,941
Ortega North Sidewalks	\$ 100,000
Subtotal	\$ 421,003
TOTAL FUNDING AVAILABLE:	\$ 398,941

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ATTACHMENTS: FY 2018 Annual Action Plan





FY 2018 ANNUAL ACTION PLAN SECOND PROGRAM YEAR

CHARLES McCLENDON
CITY MANGER

PATRICK MILOS
COMMUNITY DEVELOPMENT DIRECTOR

68-700 AVENIDA LALO GUERRERO CATHEDRAL CITY, CA 92253 (760) 770-0349

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

Cathedral City is located between the cities of Palm Springs and Rancho Mirage in the west end of the Coachella Valley approximately 115 miles from Los Angeles. Incorporated in 1981, development in the City began in 1925 as a housing subdivision of Palm Springs. The City is currently the second most populous city in the Coachella Valley.

Although the Coachella Valley is known as a playground for the wealthy there are many residents at low-income levels, including senior citizens, large family households and single- parent households. These groups, plus continued diversification in demographics, have resulted in an increased need for housing resources. Potential conflicts among different groups can create fair housing and equal opportunity concerns. This report outlines Cathedral City's demographic profile, evaluates the housing needs for specific groups, and evaluates the housing units available. It also analyzes the conditions in the private and public market sectors that may hinder access to fair housing.

The Community Development Block Grant (CDBG) Program is administered by the Department of Housing and Urban Development (HUD) and is authorized by Title I of the Housing and Community Development Act of 1974, as amended. CDBG is one of the longest continuously run programs at HUD. The grant program provides communities with resources through annual grants on a formula basis to address a broad range of unique community development needs. The primary objective of CDBG is to enhance and maintain urban communities through the provision of decent housing, a suitable living environment and the expansion of economic opportunities predominantly for persons or households of low to moderate income.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2018 Annual Action Plan (AAP) is the second year of the City's Five Year Consolidated Plan. Cathedral City is an entitlement city that receives funding from the United States Department of Housing and Urban Development to assist in the development of sustainable communities by supporting projects that provide decent housing, sustainable living environments, and expansion of economic opportunities for low to moderate income persons. The City is required to adopt an Annual Action Plan for the use of these funds

which serves as the means to meet the application and submission requirements for the Community Development Block Grant (CDBG) Program. Cathedral City does not receive ESG, HOME or HOPWA funding from HUD.

The City entitlement award is typically over \$500,000. For fiscal year (FY) 2018, the City's appropriation is \$613,753. This Annual Action Plan outlines activities that will be undertaken during the program year beginning July 1, 2018 and ending on June 30, 2019. These activities will benefit low to moderate income residents, neighborhoods that are designated Target Areas, and City-wide benefits. The activities and programs selected by the City are consistent with the goals and objectives planned in the Five-Year Consolidated Plan. Furthermore, the projects and activities selected by the City meet the national objectives specified by HUD to create suitable living environments, accessibility, removal of slum or blight, and are of urgent need.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Ortega Road Sidewalk Improvements

In 2015, the City programmed CDBG funding to reconstruct a section of Ortega Road. Ortega Road is in an area of the City known as the Square Mile. Ortega Road is a residential street located in Census Tract 449.15 and is bound by Dinah Shore to the south and 33rd Avenue to the north. The Ortega Safe Routes project rehabilitated the street and constructed sidewalks on Ortega Road to provide a safe and efficient route on foot or by bike for children walking to and from school. CDBG funds were used in combination with a Safe Routes to School State Grant for the installation of new sidewalks, curbs and gutters, pedestrian crosswalks and rehabilitation along Ortega Road.

For the 2017 fiscal year, the City re-allocated \$346,971 of CDBG funds for the construction of sidewalks on the north side of Ortega Road and \$12,000 from previous sewer loan repayments that the City is still collecting monthly. This project is a continuation of the project completed in the 2015 Program year. Constructing sidewalk on the north side of Ortega Road will further promote walkability for children traveling to and from school. This section of Ortega Road is the designated path to Cathedral City High School and the Cathedral City Branch Library. The completion of this project achieved similar results and objectives.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Prior to adopting a Consolidated Plan or Annual Action Plan, the City of Cathedral City will make available to citizens, public agencies and additional interested parties a draft of these documents. The draft plan

will include information on the amount of assistance the jurisdiction expects to receive from HUD. It will also include explanations of each program that the City plans to apply for and the estimated amount of such funds benefiting low and moderate-income persons.

The City will hold a formal public hearing each year to gain citizens' views and to respond to proposals and questions during different stages of the development of the Action Plan. This hearing will cover topics regarding housing and community development needs, development of the proposed activities and review of program performance. Additionally, the City encourages feedback from residents and interested parties to submit written responses to the CDBG/Engineering Division during the commenting period of the Annual Action Plan Draft.

The 2018 Annual Action Plan Draft was made available for public review and comment for a 30-day period beginning **April 9, 2018** through **May 8, 2018**. The Annual Action Plan was advertised in the local newspaper and was available for review on the City's website (www.cathedralcity.gov), City Hall and the Cathedral City Branch Library. The Action Plan was made available for an additional 15 days from **May 21, 2018** through **June 5, 2018** to reflect the monetary changes once the 2018 HUD Appropriations were released at the beginning of May 2018.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

The City of Cathedral City held a public hearing on Wednesday, June 13, 2018 during its regularly scheduled City Council meeting. City Council opened the public hearing to solicit comments from the public regarding the programs and projects the City proposes to fund with next year's CDBG allocation.

No public comments were received during this period.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received during this period.

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CATHEDRAL CITY	
CDBG Administrator	CATHEDRAL CITY	Engineering Division
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 - Responsible Agencies

Narrative (optional)

Cathedral City consists of a five-member City Council which conducts public hearings, sets forth policies and procedures, adopts the City's budget and approves the City's entitlement funding. The City Manager is responsible for implementing the Council approved policies, resolutions, and budgets. Within the organization, the City structure consists of four departments: Police Department, Fire Department, Administrative Services Department, and Community Development Department. Each is made up of several divisions within these departments. Specifically, the Community Development Department includes the Engineering, Planning, Building & Safety, and Code Compliance Divisions. The Engineering Division is responsible for administering the CDBG within the Community Development Department.

In the City of Cathedral City, the organizational structure to manage and administer the CDBG Program/process are as follows:

<u>City Manager's Office:</u> Responsible for the City's day to day operations including financial commitments and program staffing. The City Manager is the 'Executive Officer' and signatory for all HUD/CDBG documents including the SF-424 Form.

<u>Finance Division:</u> As a division of the Administrative Services Department, this Division serves as the financial agency responsible for working with the Engineering Division to manage the CDBG budget, accounts payable, receiving, and other financial functions such as auditing.

<u>Community Development Department</u>: This department oversees the divisions of Planning, Building, Code Compliance, Engineering, and Public Works.

<u>Engineering Division</u>: The Engineering Division serves as primary unit that manages the CDBG Program for the City. Engineering is responsible for preparing the Assessment of Fair Housing, Consolidated Plan, Annual Action Plans (AAP), Consolidated Annual Performance Evaluation Reports (CAPER) and related reports. The Division coordinates all public improvements and ensures satisfactory product and service delivery by all subrecipients and contactors, and commits to meeting HUD requirements in its entirety.

Consolidated Plan Public Contact Information

Pursuant to the requirements of 24 CFR 91.105 and 91.200 [located in the Federal Register/Vol. 80 No. 136] of the Community Development and Housing Act of 1974, the City of Cathedral City hereby issues the following Community Participation Plan to provide for and encourage members of the community to participation in the Community Development Block Grant (CDBG) program for the development and revision of the City's Assessment of Fair Housing (AFH), Consolidated Plan and/or Annual Action Plan, any substantial amendments to the AFH or Consolidated Plan, and the performance reports.

The requirements of the Community Participation Plan are designed to specifically encourage participation by low- and moderate-income persons, particularly those persons living in areas designated by the City as a revitalization area or in a slum and blight area and in areas where CDBG funds are proposed to be used, and by residents of predominately low- and moderate income neighborhoods, as defined by the City of Cathedral City. Under this Plan, the City will take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as, persons with disabilities.

In addition to soliciting participation from citizen, the City of Cathedral City will encourage participation from local and regional institutions, public housing authorities (PHA's), the Continuum of Care, and other organizations (including businesses, developers, non-profit and philanthropic organizations, and community and faith-based organizations) in the process of developing the Assessment of Fair Housing (AFH) and the Consolidated Plan.

Annual Action Plan 2018 5

In conjunction with consultation with local public housing agencies, the City will also encourage participation from public and assisted housing development such as resident advisory boards, resident councils and resident management corporations in the procession of developing and implementing the AFH and the Consolidated Plan.

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City typically reaches out to citizens, municipal officials, nonprofit agencies, public housing agencies, governmental agencies, and the Continuum of Care in preparing this plan. These meetings are summarized in the Citizen Participation Section of this plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City is planning on enhancing coordination between public and assisted housing providers and private and governmental health, mental health, and other service agencies:

- The Housing Authority of Riverside County provides residents throughout the County with rental
 assistance to those that are eligible based on income. The Authority administers the Section 8
 Rental Assistance Program. They also own and operate the affordable housing projects
 throughout the County and collaborate with local jurisdictions with rehabilitating and upgrading
 multi-family housing units.
- Riverside County Continuum of Care is comprised of representatives from public, private, and
 nonprofit agencies including homeless and formerly homeless individuals that are committed to
 assisting in facilitating a continuum of care planning process throughout the County. This
 coalition assesses the need for affordable housing and homeless services countywide in order to
 provide a seamless delivery of services to those in need.
- Department of Public and Social Services administers programs under the anti-poverty umbrella for the County of Riverside. The main goal for residents is to move them towards self-sufficiency and moving poor families from poverty. DPSS assists residents on many levels including child care, education, employment training, health and human services, homeless and housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City will continue to consult with the CoC, when necessary, to address the needs of the homeless populations. To ensure the effective and efficient provision of housing and services to homeless individuals and families, the development of this Action Plan also included active citizen participation as described later in the Citizen Participation section. This joint effort has worked successfully in the past, and the City pledges its continuing support of the endeavor.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City does not administer ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Riverside County Continuum of Care
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Draft Annual Action Plan will be sent to the Riverside County Continuum of Care for their review and comments. The CoC typically forward any draft Action Plans to the associated non-profit agencies involved in eliminating homelessness.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Cathedral City's citizen participation processes is outlined in the adopted Community Participation Plan (CPP). For the FY 2018 Annual Action Plan, the Plan was made available for 30 days prior to the announcement of the 2018 Appropriations to meet the City's obligation for submitting the Plan forty-five days before the beginning of the next fiscal year or July 1st.

The FY 2018 Annual Action Plan was made available for public comment and review. The Action Plan was available for an additional 15 days to reflect the actual 2018 Appropriations that were announced by HUD in May. The Annual Action Plan will be presented to the City Council for approval and submittal to HUD on June 13, 2018. At that time, a public hearing will be held to receive any comments from interested persons regarding the approval of the Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None.	No comments were received during the 30-day public review and commenting period.	N/A	
2	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None.	No public comments were received during the 15-day public review and commenting period.	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	City Council	On June 13, 2018, a public hearing was held during a regularly schedule City Council meeting. The public hearing is an opportunity for residents and stakeholders to provide comments and feedback regarding the activities and projects the City plans to administer for the upcoming program year.	**This section will be completed after the scheduled public hearing.	**This section will be completed after the scheduled public hearing.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

One of the main obstacles to meeting community needs is inadequate resources. As with most of the priority goals, the needs far outweigh the City's available resources; that are not sufficient to address all of the needs of low- and moderate-income persons or special needs residents in the City. It is anticipated that Federal and private funding sources for housing and community development programs will remain limited until the current economic conditions eventually recover. Even under these circumstances, the City strives to make progress in implementing its public improvement and community service projects and programs as well as meeting the established objectives.

Since becoming an Entitlement Grantee, Cathedral City has typically received just over \$510,000. In FY 2018, the City's award was \$613,753. The following section summarizes the major sources of funding available to carry out housing and community development activities in the City, and

specifically identifies the City's second year and projected funding levels over the five-Year Plan period for formula grant CBDG program.

Anticipated Resources

Program	Source	Uses of Funds	Expe	cted Amoui	nt Available Y	ear 1	Expected	Narrative Description
	of Funds		Annual Allocation:	Program Income:	Prior Year Resources:	Total: \$	Amount Available	
			\$	\$	\$		Remainder	
							of ConPlan	
							\$	
CDBG	public -	Acquisition						The U.S. Department of Housing and
	federal	Admin and						Urban Development (HUD) has not
		Planning						promulgated the 2018 Grantee
		Economic						allocations. These amounts are based on
		Development						FY 17-18 CDBG allocation and the
		Housing						previous year's program income for the
		Public						City. The expected remaining amount is
		Improvements						based on a 4-year projection of CDBG
		Public Services						allocated funding from FY 17-18 to FY 21-
			613,753	1,900	533,801	1,149,454	0	22.

Table 5 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Cathedral City is fortunate to received CDBG funding from HUD. The City is always looking for ways to leverage CDBG funding with other funding to complete activities and project in low- and moderate-income areas. For activities and project that require matching funds, the City will utilize CDBG funds for such match(es) and justify that the CDBG match benefits low and moderate-income clientele or area.

Available public resources to serve low- and moderate-income households will need to be distributed across the spectrum of needs and heavily leveraged when possible. This means providing funds for homebuyer assistance, housing rehabilitation, and the creation or development of new

housing serving the target groups.	The City will actively pursue additional State and federal funding sources to leverage CI	DBG Funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly owned land pertains to federal public lands. This type of public land is owned by the American public. Federal public lands include National Parks, National Forests, Wilderness areas, wild and scenic rivers, and wildlife preserves. Every American has a personal stake and a guaranteed say in how these places are cared for. All Americans have the right to experience and enjoy these types of federal public lands.

Cathedral City does not have such publicly owned land or property that is considered recreational and used by the public for enjoyment. However, southern part of Cathedral City is divided by the Whitewater River Channel that flows west to east. The Whitewater River Channel is a dry bed captures and collects stormwater during heavy rain events. During such event, the stormwater will flow to the east side of the Coachella Valley; capturing addition stormwater along the way as it flows through each city.

Discussion

None.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 6 – Goals Summary

Goal Descriptions

Projects

AP-35 Projects – 91.220(d)

Introduction

The Action Plan must provide a concise summary of the eligible programs or activities that will take place during the program year to address the priority needs and specific objectives identified in the Strategic Plan. In the template, each eligible program/activity is called a project.

Projects

#	Project Name
2	Program Administration - Inland Fair Housing and Mediation Board
3	Public Services - Cathedral City Senior Center
4	Public Services - CVAG CV Housing First
5	Public Improvements - West Whitewater Neighborhood
6	Public Improvements - Ortega North Sidewalks

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

As indicated in the Consolidated Plan, the City will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low- and moderate-income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

Prior to the release of the 2018 Appropriations, the City proposed two Public Improvements depending on the amount the City was awarded. As a result of the 2018 Appropriations the City will undertake one of these projects and use some of the 2018 program funding to complete a project initiated in 2017. The following summarized the projects that will be undertaken during this program year:

West Whitewater Neighborhood:

The City is proposing to allocate CDBG funding to a project located in Census Tract 449.07 in the westside of the Whitewater Neighborhood. The scope of the project will be to reconstruct and rehabilitate three residential street blocks bound between Mission Indian Trail to the south and Ramon Road to the north.

These three street blocks encompass Block Groups 1 & 2 within Census Tract 449.07.

Ortega North Sidewalk Improvements:

The Ortega North Sidewalk Improvement project is project undertaken by the City in FY 2017 that widened the northside of Ortega Road by constructing and installing sidewalk, curb and gutter on this side of the road. The City is proposing to use additional funding from the 2018 Program to complete this project. This project is located in Census Tract 449.15 in Block Group 2 (LOWMOD_PCT: 67%).

In addition, the City is proposing to fund only two public service entities. As a result, the Public Services Allowance has \$22,062 remaining that may get carried over that may be directed by the City Council to increase the existing allocation of a listed public service entity or allocate toward the public improvement projects.

AP-38 Project Summary

Project Summary Information

1	B		
_	Project Name	Program Administration - Inland Fair Housing and Mediation Board	
	Target Area		
	Goals Supported		
	Needs Addressed		
	Funding	CDBG: \$18,000	
	Description	A portion of the Administrative Cap allowance will be used to fund fair housing activities through Inland Fair Housing and Mediation Board (IFHMB). IFHMB is a non-profit, public benefit corporation that serves San Bernardino County and parts of Riverside and Imperial Counties. IFHMB assist individuals in resolving issues related to housing discrimination, homeownership sustainability, rental complaints, and disputes in court through the provision of resource recommendations, education, and mediation. IFHMB will be used to provide valuable feedback in preparation of the AFH.	
	Target Date	6/28/2019	
	Estimate the number and type of families that will benefit from the proposed activities	The City and IFHMB is proposing to assist at least 500 residents in Cathedral City.	
	Location Description	Fair Housing and mobility counseling activities will be administered to Cathedral City residents city-wide.	
	Planned Activities	These activities include workshops and presentations to provide fair housing education and outreach to the general public; presentations Property Management/Banking & Lending Institutions; distribute Fair Housing educational literature to various mobile home parks, apartment complexes and community centers in Cathedral City; investigate and resolve housing discrimination complaints; legal services relating to fair housing issues; landlord and tenant education and mediation; and, mobility counseling to educate residents about the benefits of moving to higher opportunity.	
2	Project Name	Public Services - Cathedral City Senior Center	
	Target Area		
	Goals Supported		
	Needs Addressed	Community Services (Public Services)	
	Funding	CDBG: \$18,500	
		ı	

	Target Date	The Coachella Valley Association of Governments (CVAG) took over as the lead agencies to oversee the Coachella Valley's (CV) homeless program after the close of Roy's Desert Resource Center. With the support of the Riverside County's (County) Continuum of Care (CoC) support as a legitimate program for improving the Valley's homeless issues, the City funded the CVAG West Valley Homeless Navigation Program now known as the CV Housing First Program. CVAG entered into contract with Path of Life Ministries to administer this program and provide such services Valley-wide. The Path of Life Ministries Program specializes in providing preventive and outreach services. This program also offers shelter and other supportive services for homeless individuals, families and veterans to help them get back on their feet. As part of the County's continuous strategic plan to end homelessness in Riverside County, the City of Cathedral City will continue to provide funding to CVAG in an ongoing effort to provide the necessary services to make a difference in the community.
	Estimate the number and type of families that will benefit from the proposed activities	The City and CVAG plan to assist at least 300 individuals with families with resources and services for homeless prevention.
	Location Description	This program and services will be administered city-wide within Cathedral City.
	Planned Activities	These activities include administrative and operating expenses, outreach services, assessments, case management, referrals, and resources for homeless prevention and homeless exiting services to individuals and families in Cathedral City.
4	Project Name	Public Improvements - West Whitewater Neighborhood
	Target Area	
	Goals Supported	
	Needs Addressed	Infrastructure Community Facilities (Public Facilities)
	Funding	CDBG: \$298,941

		,
	Description	The City is proposing to allocate public improvements in the Whitewater Neighborhood to reconstruct and repave residential street in a low-and moderate-income area per Census Tract data. The City plans to undertake projects and make public improvement in each area in Cathedral City designated as a low- and moderate-income community. These projects will depend on the amount of grant funding awarded to the City and resources available to leverage CDBG funds. The three residential streets that make up this project include Shifting Sands Trail, Whispering Palms Trail, and Sky Blue Water Trail. These streets are located in Census Tract 449.07 in Block Groups 1 (LOWMOD_PCT: 56%) and 2 (LOWMOD_PCT: 60%).
	Target Date	6/28/2019
	Estimate the number and type of families that will benefit from the proposed activities	According to HUD LMISD, Census Tract 449.07, Block Group 1 and 2 have a low- and moderate universe of 2,610 people.
	Location Description	The West Whitewater Neighborhood streets are in Census Tract 449.07, Block Groups 1 & 2. Block Group 1 has a low-moderate income percentage of 56%. Block Group 2 has a low-moderate income percentage of 60%. Cathedral City has chosen to utilize CDBG funding for capital improvements for the full reconstruction and revitalization three residential street blocks in the Whitewater Neighborhood: Shifting Sands Trail, Whispering Palms Trail, and Sky Blue Water Trail.
	Planned Activities	The proposed street reconstruction and improvements includes removal of existing asphalt pavement, shaping, moisturizing and compacting existing base material and paving with 3" of AC pavement, lowering and raising to final grade, water valves and manholes, pavement striping and markings.
5	Project Name	Public Improvements - Ortega North Sidewalks
	Target Area	
	Goals Supported	
	Needs Addressed	Infrastructure
	Funding	CDBG: \$100,000

Description	The Ortega North Sidewalk Improvement project is a project undertaken by the City in FY 2017 that widened the north side of Ortega Road by constructing and installing sidewalk, curb and gutter on this side of the road. The City is proposing to use additional funding from the 2018 Program to complete this project. This project is located in Census Tract 449.15 in Block Group 2 (LOWMOD_PCT: 67%).
Target Date	10/26/2018
Estimate the number and type of families that will benefit from the proposed activities	According to HUD LMISD, Census Tract 449.15, Block Group 1 has a low- and moderate universe of 2,730 people.
Location Description	Ortega Road is located in the Whitewater Neighborhood known as the South City Area. Ortega Road runs east and west bounded by Cathedral Canyon Drive to the west and Date Palm Drive to the east. This project is located in Census Tract 449.15 in Block Group 2 (LOWMOD_PCT: 67%).
Planned Activities	The scope of the project is to widen Ortega Road by constructing and installing sidewalk, curb and gutter on the north side of the street. The construction of sidewalk will provide connectivity to other sidewalk in the neighborhood and provide a safer path of travel, while providing walkability, to the residents of this neighborhood.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Cathedral City has approximately eight Census Tracts that qualify to receive CDBG assistance. After the required percentage allocations for Administration and Public Services, the City will allocation, at least, 65% of CDBG funding towards public improvements; specifically, in the Whitewater Neighborhood to repave residential streets.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City will use a place-based strategy during the planning period. The geographic distribution of funding is predicated somewhat on the nature of the activity to be funded. It is the City's intent to fund activities in the areas most directly affected by the needs of low-income residents and those with other special needs. The Annual Action Plan directs investment geographically to an area benefit neighborhood. The area benefit category is the most commonly used national objective for activities that benefit a residential neighborhood. An area benefit activity is one that benefits all residents in a particular area, where at least 51% of the residents are low and moderate-income persons. Public infrastructure improvements are an area benefit activity when they are located in a predominately low- and moderate-income neighborhood.

Discussion

None.

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

The Action Plan must specify goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year. The plan must also indicate the number of affordable housing units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units. For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

One Year Goals for the Number of Households to be Supported		
Homeless	0	
Non-Homeless	0	
Special-Needs	0	
Total	0	

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through		
Rental Assistance	0	
The Production of New Units	0	
Rehab of Existing Units	0	
Acquisition of Existing Units	0	
Total	0	

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City does not plan to use CDBG funding for the purpose of affordable housing ass defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

AP-60 Public Housing – 91.220(h)

Introduction

This question is not applicable.

Actions planned during the next year to address the needs to public housing

This question is not applicable.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

This question is not applicable.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

This question is not applicable.

Discussion

This question is not applicable.

AP-65 Homeless and Other Special Needs Activities – 91.220(i) Introduction

The Action Plan must describe the jurisdiction's one-year goals and the specific actions steps it will undertake in the program year to carry out the homeless strategy outlined in SP-60 Homelessness Strategy.

The Action Plan must also describe the jurisdiction's one-year goals and specify the activities it will undertake to serve the housing and supportive service needs of non-homeless populations who require supportive housing. While this screen does not have fields that specifically address special needs goals, this information can be included in the Introduction and/or the Discussion narratives.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County of Riverside Continuum of Care (CoC) has established chronically homeless persons as the highest need priority. The CoC implements a targeted street-to-home outreach program/campaign that covers 100% of its area and takes a housing first approach for chronically homeless households and others with a disabling condition. Non-disabled persons are referred to emergency shelter or transitional housing programs and housed as quickly as possible. The CoC will soon implement a coordinated assessment system to ensure the right intervention through program admissions that will be marketed to community groups and outreach providers who coordinate outreach efforts with staff trained to guide households through the process regardless of age, gender, ethnicity, disability, etc. The City will continue to cooperate in the bi-annual Point-In-Time Count (PIT) which seeks to identify the homeless and assess their needs.

The City is planning on allocating CDBG funds to the Coachella Valley Association of Government's (CVAG) CV Housing First program. CVAG contracted Path of Life Ministries to administer the CV Housing First. The CV Housing First program provides resources and shelter services to homeless individuals and families. Path of Life Ministries conducts prevention/outreach services and conducts an assessment to determine the best housing options for those assessed, other needed resources and referrals, and appropriate next steps toward an exit from homelessness. This program connects individuals and families directly to the CV Housing First program resources (including Crisis Stabilization Housing and Rapid Rehousing) and to other housing providers in the Valley and throughout the County.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will continue to work jointly with the Care (CoC), which provides funding and a network of

resources for homeless abatement. The CoC provides emergency shelter, supportive services, transitional housing and permanent housing. The City commits staff to the CoC planning and implementation process, and provides the CoC Steering Committee critical information regarding the types of resources and programs provided to assist the homeless. In addition, the City will continue to look at the use of CDBG funds for local homeless facilities, as funding needs are analyzed.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

With the implementation of the Affordable Care Act (ACA), the County of Riverside CoC will participate in enrollment and outreach activities to ensure eligible households are able to take advantage of new healthcare options. The CoC has initiated a series of trainings and workshops that provide information on the ACA which has expanded Medi-Cal eligibility for people who are experiencing chronic homelessness and allows for the integration of housing, primary care and behavioral health. DPSS also received funding to conduct medical outreach and enrollment and is working with CoC member agencies to train outreach workers and enrollment counselors throughout Riverside County.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The County of Riverside CoC Discharge Policy is mandated by the state and followed by the CoC. The CoC established a Discharge Planning Committee, responsible for implementing policies and protocols and coordinating with various organizations, to ensure that persons being discharged from a publicly-funded institution or system of care are not discharged immediately into homelessness. The goals are to identify discharge housing needs inclusive of housing and supportive services and to link the individual with community resources that will include mental health services, substance abuse support, and housing.

Discussion

No discussion. The City will continue to work with the CoC.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Annual Action Plan (AAP) must describe the City's one-year goals and the specific actions steps it will undertake in the program year to carry out the homeless strategy outlined in SP-60 homelessness Strategy.

The Action Plan must also describe the City's one-year goals and specify the activities it will undertake to serve the housing and supportive service needs of non-homeless populations who require supportive housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

As addressed in the Consolidated Plan, the City allocated funding to Inland Fair Housing and Mediation Board (IFHMB) to provide Mobility Counseling which will include a range of options including, assistance for families for "second moves" after they have accessed stable housing, and ongoing post-move support for families. The goal is to increase levels of integration by Hispanic residents within higher opportunity neighborhoods. This new mobility counseling program administered by IFHMB will monitor annually the efficacy of our outreach by tracking the percentage of households reached and complete the counseling program.

For FY 2018/2019, the City will track mobility counseling outcomes by tracking the percentage of households receiving counseling who successfully move to higher opportunity areas. This metric will help the City & IFHMB determine whether the program is effective at meeting the goal of increase levels of integration by Hispanic residents within higher opportunity neighborhoods. A high rate of successful moves could lead to expanding the program, while a low rate of successful moves might indicate the need to change the counseling curriculum or investigate what other factors pose barriers to integration.

As an ongoing effort, the City will continue to work with IFHMB to increase testing of multifamily housing market in higher opportunity neighborhoods and census tracts to determine levels of discrimination based on source of income, including SSDI, Housing Choice Vouchers, or other tenant-based rental assistance.

The City will work with the IFHMB to implement a targeted campaign of engaging housing providers and tenants in the specific areas with education and outreach materials to address the issue. The City will review fair housing complaints based on disabilities to determine annual reduction of as measured by 2017 levels.

In addition, the Dream Homes community is currently in the process of a place-based initiative working

with Desert Healthcare District, Loma Linda University, El Sol Neighborhood Center, and the City to conduct a community needs assessment. The City has been supportive of these efforts to help this community develop programs and seek grant opportunities to better their quality of life.

Discussion:

No discussion.

AP-85 Other Actions – 91.220(k)

Introduction:

This section will describe the jurisdiction's planned actions to carry out the following strategies outlined in the Consolidated Plan:

- Foster and maintain affordable housing
- Evaluate and reduce lead-based paint hazards
- Reduce the number of poverty-level families
- Develop institutional structure
- Enhance coordination

In addition, this section will identify obstacles to meeting underserved needs and propose actions to overcome those obstacles.

Actions planned to address obstacles to meeting underserved needs

A major obstacle for the City in meeting underserved needs is the lack of adequate financial resources to meet the growing needs of low and moderate-income persons. The City will continue to expand its housing programs to meet the growing need for affordable housing. In addition, the City will continue to use CDBG funding to support public service agencies that address the special needs of the underserved, including the homeless, the potential homeless, the youth, seniors, female-headed families, victims of domestic violence, and the disabled.

The City is also proactively seeking additional resources to meet the underserved needs. Federal, state, and local resources expected to be made available to address the needs identified in the Consolidated Plan.

Actions planned to foster and maintain affordable housing

The City will utilize a number of policies intended to provide additional flexibility in housing site planning and promote more intense development where appropriate. A density floor is another tool that can be used to promote the maximum use of residential land. The density floor would establish a minimum density requirement within a given residential land-use designation. The availability of developable acreage in upper density ranges allows for the development of certain types of housing.

The City will also continue to consider alternate forms of residential development, including various types of small-lot, single-family subdivisions; mobile home parks that allow owner-occupied spaces; senior citizen multifamily housing developments offering various degrees of care and assistance; mixed-use

residential, office and commercial developments; and planned unit developments.

In an effort to encourage developers to pursue projects providing low- and moderate-income housing, California has provided regulations to govern the approval process, permitting greater density for affordable housing projects that include additional incentives to the developer. The City utilizes this Density Bonus Ordinance to encourage developers interested in additional density or incentives to develop a portion of their market rate project as affordable to low- and moderate-income households to meet the state housing requirements.

Redevelopment funding was a critical tool that the City used to encourage and support the preservation and creation of affordable housing that primarily benefited low- and moderate-income households. The City will seek alternative funding from state and federal sources to make up for the shortfall caused by the dissolution of the jurisdiction's redevelopment agency by the state.

The City will continue to maintain policies and procedures to increase access to housing without LBP hazards. Funding is not provided until it is determined properties are free of LBP hazards. Types of properties covered include: a) federally-owned housing being sold; b) housing receiving a federal subsidy that is associated with the property, rather than with the occupants (project-based assistance); c) public housing; d) housing occupied by a family (with a child) receiving a tenant-based subsidy (such as a voucher or certificate); e) multifamily housing for which mortgage insurance is being sought; and, f) housing receiving federal assistance for rehabilitation, reducing homelessness, and other special needs.

Actions planned to reduce lead-based paint hazards

Cathedral City is committed and will continue to eliminate lead-based paint hazards citywide particularly in homes occupied by low and moderate-income households. The City will collaborate with local agencies, HUD and the County of Riverside to provide information on health dangers of lead-based paint. The City will participate and support the regional lead-based poisoning prevention program administered through Riverside County, Department of Public Health. The objectives of this agency are as follows:

- 1. Educate the public about the dangers of lead through the creation and distribution of health education materials.
- Assist Property Owners and Families in eliminating sources of lead from their homes through Lead
 Hazard Control Services and Incentives; required testing on homes built prior to 1978; and, visit
 homes identified as potential health risks to determine source of lead to educate parents on how
 to eliminate it.

The Riverside County Childhood Lead Poisoning Prevention Program (CLPPP) program provides presentations about lead poisoning to the general community, schools, parent groups, healthcare providers, pregnant women, and others interested in learning more about lead. Presentations are available in both English and Spanish. The CLPPP provides free educational materials about lead poisoning,

Annual Action Plan

including topics such as sources of lead, reducing the risk of lead poisoning, pregnancy, and nutrition. These materials are available upon request in both English and Spanish.

Childhood Lead Poisoning Prevention Program (CLPPP):

- Provide Medical Testing of children for lead poisoning on a sliding scale based on family income
- Assist parents in treating children identified with lead poisoning.

Actions planned to reduce the number of poverty-level families

The City's anti-poverty strategy utilizes existing Riverside County job training and social service programs to increase employment marketability, household income, and housing options. Below are the City's goals for reducing the number of Poverty-Level Families within the City:

Goal #1: Continue to support and coordinate with public and private efforts aimed at preventing and reducing poverty level incomes.

Goal #2: Conduct outreach with public and private agencies whose mission is to reduce poverty level incomes.

The City will implement the above policies by increasing job opportunity through education and job training programs; collaborating with state, county and local agencies that offer trade skills training and basic job search techniques; encouraging local education facilities to offer education and training that will lead to employment opportunities in the community; and supporting job creation through business-friendly policies and practices.

Actions planned to develop institutional structure

Provided below are specific actions that the City plans to take to develop institutional structure:

- The City will continue to foster and maintain relationships with other agencies to establish an institutional structure that maximizes its resources. The City's institutional structure will consist of public agencies, for-profit agencies, and non-profit organizations.
- The City will continue to partner with Inland Fair Housing and Mediation Board (IFHMB) to address fair housing needs.
- The City will continue to work with the County of Riverside to provide affordable housing opportunities to extremely-low and low-income renters in Cathedral City.
- The City will continue to work with the Continuum of Care (CoC) to address homeless issues.
- The City will also work with the agencies and internal departments listed in AP-38 to bridge any identified gaps in the service delivery system. We receive quarterly reports from the agencies and internal departments we fund about the ongoing services they provide.
- The City anticipates holding public meetings and workshops to provide and solicit input Annual Action Plan

regarding needs of the community.

These efforts provide for regional collaboration to better serve our community and enhances coordination between public and private housing and social service agencies.

Actions planned to enhance coordination between public and private housing and social service agencies

Discussion:

No discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with CDBG funds expected to be available during the program year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the	
next program year and that has not yet been reprogrammed	1,900
2. The amount of proceeds from section 108 loan guarantees that will be used during the year	
to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has	
not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	2,000
Total Program Income:	3,900

Other CDBG Requirements

1. The amount of urgent need activities

0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.

100.00%

No discussion.



Cathedral City

Agenda Report

File #: 2018-234 Item No: 4.B.

City Council

MEETING DATE: 6/13/2018

TITLE:

Annual Renewal of the Lighting & Landscaping District Budget

FROM:

Tami Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council hold a public hearing and adopt resolutions approving the final engineer's report and ordering the levy and collection of annual assessments for the sixteen (16) existing benefit zones for the annual renewal of the Lighting and Landscaping District Budget for FY 2018-19.

BACKGROUND:

In August 2001, City Council adopted Res. 2001-57 which approved the formation of an assessment district created under the Street Landscaping and Lighting Maintenance District Act of 1972. The original district was initiated with six proposed benefit zones, but after the required Proposition 218 ballot process, only four Benefit Zones were approved. Since the initial formation, annexations of additional zones have been approved by City Council, and passed by property owners through the Proposition 218 ballot process, making a total of sixteen (16) current zones to date. The 1972 Act provides that assessments may be levied annually. Proposition 218 laws provide assessment increase limitations. Assessments for labor, material and utility increases cannot exceed an amount greater than the Consumer Price Index (CPI) for the previous year. Re-balloting is required if increases exceed the CPI limitations or if the scope of work accomplished by the LLD Zone were to change.

DISCUSSION:

Under the Final Engineer's Report, to be approved with this Agenda Item, there are no LLD Zone levy increases exceeding the CPI limitation as currently proposed. The proscribed process included the City Council previously adopting resolutions on May 09, 2018 which included a Public Hearing date

File #: 2018-234 Item No: 4.B.

scheduled for June 13, 2018. The Public Hearing was duly published and made available on May 31, 2018. The Final Engineer's Report and Levy for LLD Zones 1 through 54 is presented as attached. After the Public Hearing is closed, the Council may pass and a Resolution Approving the Engineer's Report and a Resolution regarding the Establishment of the Maximum Assessment and Ordering the Levy and Collection of the Assessment. Final acceptance of the Engineer's Report and the Resolution Ordering the Levy and Collection of Assessment will allow the City to collect the appropriate levies from the parcel owners of the affected LLD Zones.

FISCAL IMPACT:

The total impact to the General Fund is \$144,444 comprised of the City's 50% contribution for the (1) arterial street lights amounting to \$12,394, and (2) maintenance of two public parks (Century Park and Panorama Park) totaling \$132,050.

ATTACHMENTS:

FY 1819 Intention to Levy Resolution FY 1819 Final Engineer's Report Resolution FY 1819 Final Engineer's Report

RESOLUTION NO.	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE CITY OF CATHEDRAL CITY STREET LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2018/2019

The City Council of the City of Cathedral City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has by previous Resolutions formed the City of Cathedral City Street Lighting and Landscaping Maintenance District No. 1 (hereafter referred to as the "District"), and initiated proceedings for Fiscal Year 2018/2019, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act") that provides for the levy and collection of assessments by the County of Riverside for the City of Cathedral City to pay for the maintenance and services of improvements and facilities related thereto; and,

WHEREAS, the assessments for the District were previously approved in accordance with the requirements of the California State Constitution, Article XIIID; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, and to prepare and file an "Engineer's Annual Levy Report" (hereafter referred to as the "Report") with the City Clerk in accordance with the Act; and,

WHEREAS, the Report for Fiscal Year 2018/2019 has been filed with the City Clerk, presented to the City Council and preliminarily approved by the City Council, as required by Chapter 3 Sections 22623 and 22624 of said act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

<u>Section 2:</u> Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for Fiscal Year 2018/2019.

<u>Boundaries and Designation:</u> The description of the District boundary and the Zones therein are outlined in the Report and by reference made part of this Resolution. The District consists of sixteen (16) Benefit Zones. The District is designated as "City of Cathedral City Street Lighting and Landscaping Maintenance District No. 1."

- <u>Description of Improvements:</u> The improvements within the District include but are not limited to: turf, ground cover, shrubs and trees, irrigation systems, street lighting, graffiti removal, drainage systems and all appurtenant facilities and operations related thereto. The Report describes all new improvements or substantial changes in existing improvements.
- <u>Proposed Assessment Amounts:</u> The proposed district assessments are within the limits previously approved by the property owners and do not constitute an increased assessment. The assessments outlined in the Report have not been increased over the Consumer Price Index as previously approved by the property owners, and do not require additional property owner approval in accordance with the requirements of the California Constitution, Articles XIIIC and XIIID.
- <u>Public Hearing(s):</u> The City Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments for the District in accordance with *Chapter 3, Section 22626* of the Act.
- <u>Section 7:</u>
 Notice: The City shall give notice of the time and place of the Public Hearing to the property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices.
- <u>Section 8:</u>
 Notice Of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on June 13, 2018 at 6:30pm, or as soon thereafter as feasible in the Council Chambers at City Hall, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234.
- **Section 9:** The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.
- Section 10: That the City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which Resolution is passed and adopted.

PASSED, APPROVED, AND ADOPTED THIS	DAY OF	, 2018.
AYES:		
NOES:		
ABSENT:		
ABSTAINED:		
	Mayor	
ATTEST:		
City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CO	NTENT:
ATTROVED AG TO FORM.	AITROVED AO TO GO	ANTEINT.
City Attorney	Department Head	
REVIEWED:		
City Manager		

RESOLUTION NO.	
----------------	--

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, AMENDING AND/OR APPROVING THE FINAL ENGINEER'S ANNUAL LEVY REPORT FOR THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 1 FISCAL YEAR 2018/2019

The City Council of the City of Cathedral City (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments for the Street Lighting and Landscape Maintenance District No. 1 (hereafter referred to as the "District") for the fiscal year commencing July 1, 2018 and ending June 30, 2019; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of Cathedral City and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, Street Lighting and Landscape Maintenance District No. 1, Fiscal Year 2018/2019" (hereafter referred to as the "Report"); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

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

- **Section 1:** The above recitals are all true and correct.
- **Section 2:** The Report as presented, consists of the following:
 - a) A Description of the District and Improvements.
 - b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
 - c) A Description of the Method of Apportionment resulting in an Assessment Rate per Levy Unit for each zone within said District for Fiscal Year 2018/2019.
- Section 3: The Report as presented, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.
- Section 4: The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

PASSED, APPROVED, AND ADOPTED THIS	DAY OF	, 2018.
AYES:		
NOES:		
ABSENT:		
ABSTAINED:		
	Mayor	
ATTEST:		
City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO	CONTENT:
City Attorney	Department Head	
REVIEWED:		
City Manager		



City of Cathedral City

Street Lighting and Landscaping Maintenance District No.1

2018/2019 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 9, 2018
Public Hearing: June 13, 2018

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www.willdan.com/financial



ENGINEER'S REPORT AFFIDAVIT

Street Lighting and Landscaping Maintenance District No.1

City of Cathedral City, County of Riverside, State of California

This Report and the enclosed diagrams showing the exterior boundaries of the District; any relevant zones therein; and the lines and dimensions of each lot, parcel, and subdivision of land within said District, as the same existed at the time of the passage of the Resolution of Intention. Reference is herby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

	12th		1517	
Dated this $_$	17	day of _	June	, 2018.

Willdan Financial Services Assessment Engineer On Behalf of the City of Cathedral City

Josephine Perez-Moses, Senior Project Manager District Administration Services

Richard Kopecky

R.C.E. # 16742

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I. OVERVIEW

The City of Cathedral City ("City") annually levies and collects special assessments in order to provide and maintain improvements within the Street Lighting and Landscaping Maintenance District No. 1 ("District"). In August 2001, the District was formed by passage of City Council Resolution No. 2001-57, after a public hearing and protest ballot process in accordance with *Article XIIID of the California Constitution* ("Article XIIID"). The District was originally formed with four (4) benefit zones ("Zones") and, along with all subsequent annexations of additional Zones, is described herein. The District assessment is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID.

This Engineer's Annual Levy Report ("Report") describes the District and improvements, any proposed changes to the District or improvements and the proposed budgets and assessments for Fiscal Year ("FY") 2018/2019. The assessments are based on the City's estimated cost to maintain the improvements that provide a special benefit to properties assessed within the District. The improvements within the District and the corresponding costs and the annual levy are budgeted and assessed for each separate Zone, including expenditures, deficits, surpluses, revenues, and reserves.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor's Parcel Number by the Riverside County ("County") Assessor's Office. The County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties assessed for special district benefits on the County tax roll.

Following consideration of public comments and written protests at a noticed public hearing, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments, the Council may then order the levy and collection of assessments for FY 2018/2019 pursuant to the Act. In such case, the assessment information will be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel in FY 2018/2019.



II. DESCRIPTION OF THE DISTRICT

A. Improvements Within the District

The improvements in each of the Zones of the District include the operation, maintenance, rehabilitation and servicing of landscaping, lighting and appurtenant facilities including but not limited to, the cost of personnel, electrical energy, water service, materials, equipment, contracting services, and other items necessary for the satisfactory operation of these services described as follows:

Landscaping and Appurtenant Facilities

Landscaping improvements include but are not limited to: ground cover, shrubbery, trees, irrigation systems, hardscapes, fixtures, sidewalk maintenance resulting from landscape growth, drainage basin cleaning and maintenance, graffiti removal, and related facilities and work in public rights-of-way, medians, parkways and dedicated easements within the boundaries of said District.

Lighting and Appurtenant Facilities

Street lighting improvements include but are not limited to: energy costs, poles, fixtures, bulbs, conduits, conductors, equipment (including guys, anchors, posts and pedestals), metering devices and appurtenant facilities required to provide safety lighting and landscape lighting in public rights-of-way, medians, parkways and dedicated easements.

The public lighting system in each of the Zones is maintained to provide adequate illumination. Power for streetlights is furnished by the Southern California Edison Company. Rates for power are those authorized by the California Public Utilities Commission.

"Maintenance" means the furnishing of services, materials and labor for the ordinary and usual operation, maintenance, care and servicing of the landscaping, public lighting facilities and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping, public lighting facilities or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; and the removal of trimmings, rubbish, debris and other solid waste; the replacement of dead or dying vegetation, plants and (50%) trees; the cleaning, sandblasting, and painting of walls and other improvements to remove graffiti; and the cleaning, grading, disking, and maintenance of drainage basins to maintain their appearance, percolation, and storage volume.

"Servicing" means the furnishing of water for the irrigation of the landscaping and the furnishing of electric current, gas or other illuminating agent for the public lighting facilities, or for the decorative lighting or operation of landscaping or appurtenant facilities.



The plans and specifications for the improvements are on file in the office of the City Engineer and are by reference herein made a part of this Report.

B. District Zone Boundaries and Improvements

The District is presently divided into sixteen (16) Zones, based on the special benefit received by the property within each of the respective Zones.

Zone One (Vista Del Rey, Tract 29664)

Tract 29664 is a seventy-two (72) lot single-family residential development, located south of 30th Avenue east of Date Palm Drive. There are two (2) arterial streetlights located on 30th Avenue and nine (9) located within the interior streets of the tract. Landscaping improvements maintained in this Zone include the parkway on 30th Avenue associated with the development.

Zone Two (La Paloma, Tract 29584)

Tract 29584 is a sixty-five (65) lot single-family residential development, located on the northwest corner of 30th Avenue and Da Vall Drive. There are six (6) arterial streetlights located on 30th Avenue and Da Vall Drive and eight (8) located within the interior streets of the tract. Landscaping improvements maintained in this Zone include the parkways on 30th Avenue and on Da Vall Drive associated with the development. Also included is the graffiti removal from the perimeter walls along both 30th Avenue and Da Vall Drive and maintenance of a drainage basin.

Zone Five (Tapestry, Tract 29487 and Tract 29487-1)

Tracts 29487 and 29487-1 contain eighty (80) single-family residential lots, located at the southwest corner of 30th Avenue and Santoro Drive. There are three (3) arterial streetlights located on 30th Avenue and Santoro Drive and nine (9) located within the interior streets of the tract. Landscaping improvements maintained in this Zone include the parkways on 30th Avenue and on Santoro Drive associated with the development. Also included is the graffiti removal from the perimeter walls along both 30th Avenue and Santoro Drive.

Zone Seven (Montage, Tract 29771)

Tract 29771 is a one hundred twenty-eight (128) lot single-family residential development, located at the southwest corner of Gerald Ford Drive and Da Vall Drive, which is 50% in the City of Cathedral City and 50% in Rancho Mirage. The City of Rancho Mirage's landscape contractor maintains the landscaping and irrigation. There are twelve (12) arterial streetlights located on Gerald Ford Drive and Da Vall Drive. Landscaping improvements maintained in this Zone include a raised median island on Gerald Ford Drive and on Da Vall Drive associated with the development. Also included is the graffiti removal from the perimeter walls along both Gerald Ford Drive and Da Vall Drive.



Zone Eight (Baristo, Tract 30256 and Tract 30256-1)

Zone Eight is a forty-two (42) lot single-family subdivision, located south of McCallum Way and west of Santoro Drive, at the ends of Victor Road, Neuma Road, and El Toro Road. Tract 30256 has twenty-two (22) single-family residential lots and Tract 30256-1 has twenty (20) single-family residential lots. The improvements maintained for this residential subdivision include four (4) interior streetlights on the four streets in this tract.

Zone Nine (La Pasada Area, Tract 27097-8)

Zone Nine is an eighty-six (86) lot single-family subdivision, located on interior public streets, abutting Vista Chino, an arterial highway, and bisected by Avenida Maravilla, a collector street which intersects Vista Chino and is also the main entryway into the La Pasada development.

The improvements maintained and assessed to this Zone include the streetlights on the interior streets of Tract 27097-8, and the Zone's proportional special benefit from the maintenance and upkeep of the Vista Chino and Avenida Maravilla landscaping, street lighting improvements, and graffiti removal. Zone Nine represents 27.4% of the total number of lots in La Pasada area that benefit from the improvements on Vista Chino and Avenida Maravilla. These properties are assessed proportionately for the cost of those improvements based on 27.4%. There are three (3) arterial streetlights and six (6) interior streetlights within this Zone.

Zone Eleven (Downtown Core Area, Tract 28339)

The Downtown Core area is designated in the Downtown Specific Plan. It includes the Cathedral City Civic Center, a parking structure, theaters, Town Square and Downtown commercial-retail development sites. The properties within this Zone benefit from five (5) arterial streetlights located along the sidewalk and parkway areas of both East Palm Canyon and Cathedral Canyon Drive, as well as forty-six (46) interior streetlights located in the Core area.

Zone Twelve (Mercy Housing Project)

The Mercy Housing project is an affordable housing project on the block between "A" Street and "C" Street, and between Cathedral Canyon Drive and West Buddy Rogers (formerly Glenn Avenue). The project site was originally comprised of fifteen (15) parcels, which were combined into one large parcel that was subsequently split into two (2) parcels. The project is a development of seventy-six (76) living units, and a 5,000 Sq. Ft. senior center area. The improvements maintained by the Zone include streetlights and landscaping. The operators of the development maintain the landscaping improvements around the site in the street parkways. There are six (6) streetlights around the frontages of the site; one (1) arterial streetlight is on Cathedral Canyon Drive and the other five (5) are on the



interior.

Zone Fifteen (Landau Homes, Tract 21491 & 24982)

Zone Fifteen consists of the lots, parcels and tracts of land located in the subdivision known as Landau Homes, which contains the single-family residential tracts 21491 and 24982. Zone Fifteen is located within the boundaries of the City, generally south of 30th Avenue, north of Vega Road and west of Landau Boulevard.

Landscaping improvements maintained in this Zone include the parkway along the west of Landau Boulevard, between 30th Avenue and Vega Road and the graffiti removal along a block wall on Landau Boulevard's west side. A total of twenty-nine (29) streetlights, including eighteen (18) interior and eleven (11) arterial, are maintained.

Zone Sixteen (Century Park, Tract 20765-1 thru 8 & 29139)

Zone Sixteen consists of the lots, parcels and tracts of land located in the subdivisions collectively known as Century Park. Zone Sixteen is located within the boundaries of the City, bordered by 30th Avenue to the north, Da Vall Drive to the east, McCallum Way to the south, and Santoro Drive to the west. The parcels within the Zone consist of only residential parcels in addition to a neighborhood park owned by the City. The improvements maintained and assessed to Zone Sixteen include all streetlights within the residential subdivisions in the Zone and lighting and maintenance of Century Park. There are a total of two hundred (200) streetlights within the Zone, including forty-eight (48) arterial, one hundred forty (140) interior, and twelve (12) within the park.

Fifty percent (50%) of park expenses are considered to be of general benefit and thus are paid for by general fund contributions from the City.

Zone Seventeen (Panorama Park, Tract 2040 & 2232)

Zone Seventeen consists of the lots, parcels and tracts of land located in the subdivisions collectively known as Panorama Park. Zone Seventeen is located within the boundaries of the City, bordered by Vista Chino to the north, Date Palm Drive to the east, 30th Avenue to the south, and Landau Boulevard to the west. The improvements maintained in Zone Seventeen include the maintenance and landscaping of facilities located within Panorama Park and the maintenance and servicing of one hundred seventy-three (173) streetlights within the Zone, including sixty-one (61) arterial, one hundred eight (108) interior, and four (4) within the park.

Fifty percent (50%) of park expenses are considered to be of general benefit and thus are paid for by general fund contributions from the City.

Zone Eighteen (Landau Manor, Tracts 27962, 27962-1 & 30744)



Zone Eighteen consists of the lots, parcels and tracts of land located in the subdivision known as Landau Manor. Zone Eighteen is located within the boundaries of the City of Cathedral City, generally south of Vega Road, north of McCallum Way, east of Keith Avenue and west of Landau Boulevard. The properties within the Zone include single-family residential parcels and open space retention basins.

The improvements maintained in Zone Eighteen include: streetscape maintenance, including graffiti removal along the 6 foot high block wall on Landau Boulevard's west side between Vega Road and McCallum Way; detention basin maintenance including clean out of debris and weed control at the three sites located at the southwest sections of each tract; all street lighting within the residential subdivisions within the Zone; street lights at Vega Road, McCallum Way and Landau Boulevard; and public street lighting and other public lighting facilities on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone. A total of twenty (20) streetlights, including eight (8) interior and twelve (12) arterial, are maintained.

Zone Nineteen (Alicante, Tract 24035-1)

Zone Nineteen consists of the lots, parcels and subdivisions of land located in the development area known as Alicante. This Zone contains sixty-three (63) single-family residential units in Tract No. 24035 and is located in the northwest quadrant of the intersections of McCallum Way and San Eljay Drive in the City of Cathedral City. More specifically, this includes properties that are south of Rosemount Road, west of San Eljay Drive, and north of McCallum Way.

The improvements maintained in Zone Nineteen include the landscaping and maintenance of parkways on the north side of McCallum Way from San Eljay west approximately 600 linear feet; parkways on the west side of San Eljay Drive from McCallum Way to Rosemont Road; graffiti removal, paint and wall repairs along the masonry block wall along McCallum Way and San Eljay Drive; and lighting and servicing of four (4) interior street lights located at the end of each of the cul-desacs located within the tract, and nine (9) arterial street lights located along McCallum Way, San Eljay Drive, and Rosemount Road.

Zone Twenty (Cimarron, Tract 25804-1)

Zone Twenty consists of the lots, parcels and subdivisions of land located in the development area known as Cimarron. The Zone contains thirty-two (32) single-family residential units in Tract No. 25804-01 and is located in the northeast quadrant of the intersection of 30th Avenue and Santoro Drive in the City of Cathedral City, the interior streets of Borrego Road, Santa Rosa Street and Cimarron Court.

The improvements maintained in Zone Twenty include the landscaping and maintenance of two (2) landscaped parkways to include a total of 16,000 square



feet in the North side of 30th Avenue (Santoro Drive to east tract limits) and the East side of Santoro Drive (30th Avenue to the north tract limit); and lighting and servicing of six (6) interior street lights located throughout the tract and three (3) arterial street lights located along Santoro Drive and 30th Avenue.

Zone Twenty-One (Santoro Estates, Tract 25804-1)

Zone Twenty-One consist of the lots, parcels and subdivisions of land located in the development area known as Santoro Estates. The Zone contains thirty-six (36) single-family residential units in Tract No. 25804 and is located in the southwest corner of Santoro Drive and Tortuga Road in the City of Cathedral City. This includes properties east of Santoro Drive, west of Da Vall Drive, south of Tortuga Road, north of Borrego Road and the interior streets of Santa Rosa Street, Anza Court and Manzanita Court.

The improvements maintained in Zone Twenty-One include a landscaped parkway on the east side of Santoro Drive (from Tortuga Road south to the Cimarron Tract Line just north of Borrego Road), pedestrian safety street lights, graffiti removal and litter control along Santoro; and lighting and servicing of six (6) interior street lights located throughout the tract; and three (3) arterial street lights located along Santoro Drive. In addition, the assessment, includes the landscape maintenance associated with a retention basin (on two (2) of the parcels) servicing this Zone.

Zone Fifty-Four (Jack-in-the-Box, Tract 019196)

Zone Fifty-Four is one (1) commercial parcel with a Chevron gas station and a Jack-in-the-Box on it. Zone Fifty-Four is located on Palm Drive just east of the I-10 freeway.

The improvements maintained and assessed in this Zone include a streetlight on Palm Drive and Paul Road, and the landscaped median on Palm Drive. The maintenance and servicing of landscaping within the public right-of-way, includes the trimming, fertilizing, weeding and replanting of trees, shrubs, grass and other ornamental vegetation. The maintenance and servicing of irrigation and electrical facilities associated with the landscaping, including but not limited to electricity for operation of the irrigation system and water for irrigation. The provision of electricity to all streetlights within the public right-of-way, including incidental costs and expenses.

C. Improvements Authorized By The 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.



- The installation or construction of any facilities which are appurtenant to any
 of the foregoing or which are necessary or convenient for the maintenance
 or servicing thereof, including, but not limited to, grading, clearing, removal
 of debris, the installation or construction of curbs, gutters, walls, sidewalks,
 or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices:
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.



III. METHOD OF APPORTIONMENT

A. General

Part 2 of Division 15 of the Act, permits the establishment of assessment districts by cities for the purpose of providing certain public improvements which include operation, maintenance, rehabilitation and servicing of street lights, parks and landscaping.

The Act requires that maintenance assessments be levied according to the special benefit received. Section 22573 provides that:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements".

The Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). In addition, Article XIIID requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Article XIIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits.

General Benefit: Articles XIIIC and XIIID of the California Constitution require that the benefit to the public at large be identified for any improvements being funded through an assessment district. This general benefit may not be assessed to the parcels through an assessment district. The following Method of Assessment for the District analyzes the benefit to the public at large from the landscaping and lighting improvements provided by the City for the District.



Special Benefit: Article XIIID of the California Constitution defines special benefit as "a particular and distinct benefit over and above the general benefits conferred on real property located in the district or to the public at large." General enhancement of property values does not constitute 'special benefit'. The following Method of Assessment for the District analyzes the special benefit each parcel receives from the improvements funded in each Zone of the District. The cost of the landscaping maintenance is distributed to parcels in each Zone based on the special benefit each parcel receives. The District has an assessment formula based on spreading the costs associated with each Zone over the parcels within the Zone. The costs are spread to the individual parcels based on their proportional special benefit utilizing an Equivalent Dwelling Unit Method of Apportionment.

The City determined that 50% of the collector/arterial lighting is considered general benefit with the remaining 50% of the costs (the special benefit component) to be apportioned to each parcel based on the established Equivalent Dwelling Unit calculations.

B. Methodology

Each parcel is assigned a weighting factor known as an Equivalent Dwelling Unit (EDU) to identify the parcel's proportionate special benefit from the improvements. Each parcel's EDU is calculated based on the parcel's land use, development status and/or size as compared to other parcels that are associated with the improvements. All single-family residential properties are assigned an EDU of 1.00, and all other property types are assigned an EDU proportionate to the special benefits they receive as compared to this single-family residential property. For each Zone, the total EDU's are divided into the total amount to be assessed to establish the Assessment per EDU (Rate). This Rate is then multiplied by each parcel's individual EDU to establish the parcel's levy amount.

The following is a list of EDU's by land use type:

Single-Family Residential (SFR): This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EDU per lot or parcel.

Condominium: Condominium units will be treated the same as Single-Family Residential units, and therefore these parcels will be assessed 1.0 EDU per dwelling unit.

Multi-family Residential (Apartments), Mobile Home Parks, and Recreational Vehicle Parks: Studies have consistently shown that the average apartment unit impacts infrastructure approximately 80% as much as a single-family residence, and the average mobile home or recreational vehicle (RV) unit impacts infrastructure approximately 50%. This equivalency factor is in general use in the State of California. Therefore, multi-family residential parcels (parcels with more than one dwelling on the parcel) will be assessed 0.8 EDU per dwelling unit and mobile home and RV parks 0.5 EDU per dwelling unit due to the higher population density of these types of dwelling units and reduced unit size compared to the



typical density and size of single-family units.

The EDU's assigned to a multi-residential or a mobile home/RV parcel is calculated based on the number of dwelling units and the appropriate EDU factor. For example, the 0.8 EDU factor for multi-residential is multiplied by the number of dwelling units or apartments on the parcel to determine the total EDU's for the parcel. Similarly, the total EDU's for a mobile home or a RV park parcel are calculated by multiplying the 0.5 EDU factor by the number of mobile home spaces or RV spaces on the parcel.

Commercial/Industrial: In converting improved Commercial/Industrial properties to EDU's, the factor used is the City's average single-family residential density of 6 dwelling units per acre. Therefore, the Commercial/Industrial parcels, including institutional uses and vacant Multi-family parcels, will be assessed 6.0 EDU per acre or any portion thereof.

Vacant Residential: This land use is defined as property currently zoned for single-family detached or multi-family residential development, but a tentative or final tract map has not been submitted and/or approved. Parcels designated as vacant residential land-use will be assessed 0.5 EDU per dwelling unit including vacant subdivided residential parcels or lots.

Vacant-rural: Parks and vacant parcels with no immediate development potential will be designated vacant-rural. These parcels will be assigned EDU's at the rate of 12.5% of the developed Commercial/Industrial properties, or 0.75 EDU per acre, up to a maximum of 5 acres per parcel. Vacant parcels with approved subdivision maps will be assessed based on the approved future designated use.

Public Property: Public property, which is developed and used for residential or business purposes will be assessed the same as private property with the same use. Schools will be assessed as Commercial/Industrial uses for those portions of the parcels with building improvements on them, and the playground and athletic fields will not be assessed. Parks will be assessed as vacant-rural property.

Exempt: Public streets, public alleys, public easements and rights-of-ways, public greenbelts, and parkways are exempt from assessment. An exception to this is where the public agency owning the otherwise exempt property chooses to participate and to pay its assessment. Also exempt from assessment are utility rights-of-way, common areas (such as in condominium complexes) and landlocked parcels that do not benefit from the improvements.



A summary of Equivalent Dwelling Unit (EDU) rates is shown in the table below:

Land-Use Category	EDU Factor
Exempt	0.0 EDU
Single-Family Residential(SFR)	1.0 EDU
Condominium	1.0 EDU
Multi-Family Residential (MFR)	0.8 EDU/UNIT
Mobile Home Park	0.5 EDU/SPACE
Recreation Vehicle park	0.5 EDU/SPACE
Commercial/Industrial	6.0 EDU/ACRE 0.5 EDU/UNIT
Vacant Residential, SFR or MFR Vacant Rural / Parks	0.75 EDU/ACRE
Vacant Ruiai / Faiks	5 acres max.
Public Property	5 acres max.
Residential / Business use	Same as Private
School building parcels	Same as Comm./Ind.
School playground / fields	Not assessed
Public Parks	Same as Vac./Rural

The following formulas are used to calculate each property's assessment for each Zone:

Total Budget FY 2018/2019 / Total EDUs = Assessment per EDU (Rate)
Parcel EDU x Assessment Rate per EDU = Parcel Levy Amount

C. Assessment Adjustment Formula to Offset Inflation

It is recognized that the cost of maintaining the improvements may increase slightly every year as a result of inflation.

New or increased assessments require certain noticing, meeting, and balloting requirements. However, Government Code Section 54954.6(a) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of an increased assessment was later confirmed by Senate Bill 919 (The Implementing Legislation for Proposition 218).

The Zone assessments include a formula for increasing assessments for each fiscal year to offset increases in costs due to inflation. This assessment adjustment formula complies with the above referenced Government Code Section and was adopted by the City Council as approved by the property owners when they were balloted for their assessments. The increase to the maximum assessment amount will be applied to each zone within the Street Lighting and Landscape Maintenance District No.1 except Zone 54.



The maximum assessment amount allowed for each fiscal year shall be increased by an amount equal to the annual percentage increase of the Local Consumer Price Index ("CPI") for "All Urban Consumers" for the Los Angeles-Long Beach-Anaheim County Area. The calculation of the allowable maximum assessment rate is calculated independently from the budgeted annual assessment and may be increased each fiscal year even if the budgeted annual assessment rate is unchanged.

Each fiscal year the City shall identify the percentage difference between the CPI for the current February and the CPI for the previous February. This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

The percentage difference for the CPI for the Los Angeles-Long Beach-Anaheim County Area applicable for FY 2018/2019 is 3.62%. Therefore, the maximum assessment rates allowed for FY 2018/2019 have been adjusted over the prior year's maximum assessment rates. For the rates per Zone, see Section IV, District Budget.

If the budget and assessments for a given Zone require an increase greater than the adjustment set forth in the formula, then the proposed increase would be subject to the procedural requirements of Section 4 of Article XIIID.



IV. DISTRICT BUDGET

A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the budget:

Maintenance & Operations/Public Works Maintenance Labor: Includes maintenance labor, materials and equipment required to properly maintain the authorized improvements and services within the District. Also, included is graffiti removal, which can vary from minor to major in the scope and removal. Since it is difficult to estimate, the cost for removal of graffiti by sandblasting or painting over is estimated at \$0.50 per Linear Foot of perimeter wall, rounded to the nearest \$50.

<u>Water</u>: The cost of irrigation water for the landscape to be maintained is based upon actual Desert Water Agency and Coachella Valley Water District billings on public landscaped areas being maintained within the District.

Arterial and Interior Streetlights: Energy costs for streetlights. For streetlights on arterial highways and collectors where there is some general benefit, 50% of this cost is levied to the parcels within the benefit zones and 50% is general contribution from the City. Interior residential streetlights are a full benefit of the adjacent parcels and are assessed at 100% of the cost for their energy and maintenance.

<u>Electrical energy</u>: Energy costs included are those necessary for the operation of irrigation controls.

<u>Incidental costs</u>: Costs for special items, such as costs of levying the assessments with the County Tax Collector and Assessment Engineering services. This includes costs of performing annual assessment engineering, determining existing or estimated costs, retaining of consultants, preparation of the Engineer's Report, and other related costs, such as publication of notices, mailings, etc. per Section 22526 of the Streets and Highways Code.

Reserve Fund: A reserve is authorized under the provisions of Section 22569(a) of the Streets and Highways Code in an amount not to exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year in question, or whenever the City expects to receive its apportionment of special assessments from the County, whichever is later. Consistent with this authority, during the 2001 District formation proceedings, Council set a general policy of establishing the reserve amount for each Zone at 25% of the total estimated maintenance costs for that Zone, subject to the Zone's ability to fund the reserve through the assessments. The reserve amount is also authorized to be used for any unanticipated, ordinary and usual "maintenance", as that term is defined in Section 22531 of the Streets and Highways Code. Repairs required by unanticipated, extraordinary and catastrophic occurrences would not fall within the definition of ordinary and usual "maintenance" and thus could not be paid for with reserve



monies.

To the extent reserve amounts are not expended in a particular fiscal year, then they will be carried over to the next fiscal year and included as surplus in the Engineer's Report, as required by Section 22656 of the Streets and Highways Code. The amount of any surplus shall be credited against the amount of any authorized reserve for each fiscal year. So, for example, to the extent 25% of the estimated costs of the improvements for the upcoming fiscal year already exist in the fund for a particular zone, no collection for a reserve would be required for that zone. (Note: This section was modified by action of the City Council on July 31, 2002).



STREET LIGHTING & LANDSCAPING	ZONE 1	ZONE 2	ZONE 5	ZONE 7
MAINTENANCE DISTRICT NO. 1	Tract 29664	Tract 29584	Tract 29487 &	Tract 29771
PROPOSED BUDGET FOR FY 2018/2019	Vista Del Rey	La Paloma	29487-1 Tapestry	Montage
			тарезпу	
County Fund Number	(0.0000	(0.0010	(0.0010	(0.0014
County Fund Number	68-2222	68-2212	68-2213	68-2214
Equivalent Dwelling Units Total Parcels Levied	72	65 7.5	80	128
	72	65	80	128
Maintenance & Operations	6,000.00	17,600.00	18,700.00	4,608.96
Public Works Maintenance Labor	276.00	246.00	1,044.00	0.00
Professional & Technical	0.00	0.00	0.00	0.00
Water	819.09	1,000.00	1,890.99	0.00
Interior Street Lights	1,452.65	1,200.00	1,472.27	0.00
Arterial Street Lights	316.22	900.00	485.22	1,800.00
Less: 50% General Fund Contribution (Arterial only)	(158.11)	(450.00)	(242.61)	(900.00)
Electricity	337.94	550.00	675.03	0.00
Less: General Fund Contribution to Park Maintenance Costs				
Subtotal Maintenance Costs:	9,043.79	21,046.00	24,024.90	5,508.96
Assessment Engineering	580.69	973.30	1,351.59	646.44
City Admin Fees	1,026.00	989.04	1,146.00	627.00
County Fees for Assessment Collection	155.21	152.05	158.83	180.55
Subtotal Incidental Costs:	1,761.90	2,114.39	2,656.42	1,453.98
Total Operating Budget FY 2018/2019	10,805.70	23,160.39	26,681.32	6,962.95
Reserve Fund				
July 1, 2018 Estimated Beginning Balance ¹	35,017.49	2,663.24	21,251.27	(498.85)
FY 2018/2019 Reserve Fund Collection/(Contribution)	(5.70)	6,089.61	1,318.68	(327.43)
June 30, 2019 Estimated Ending Balance	35,011.79	8,752.86	22,569.95	(826.28)
Maximum 25% Reserve of Maintenance costs for FY 2017/2018	2,260.95	5,261.50	6,006.22	1,377.24
Balance To Levy	10,800.00	29,250.00	28,000.00	6,635.52
2017/2018 Maximum Assessment Rate ³	219.53	711.98	637.48	50.04
2017/2018 Applied Assessment Rate	156.04	375.00	310.70	50.04
2018/2019 Maximum Assessment Rate ³	227.48	737.79	660.59	51.85
2018/2019 Applied Assessment Rate	150.00	450.00	350.00	51.84
Applied Rate Over/Under Maximum Rate	(77.48)	(287.79)	(310.59)	(0.01)
Consumer Price Index Adjustment				
CPI Adjustment	3.62%	3.62%	3.62%	3.62%
Difference between Max 17/18 and Max 18/19 per parcel	\$7.95	\$ 25.81	\$ 23.11	\$ 1.81
Total Budget FY 2018/2019	\$ 10,800.00	\$ 29,250.00	\$ 28,000.00	\$ 6,635.52

Beginning Reserve Fund Balances are estimated.

² In 2001, Council set a general policy of establishing the reserve amount at 25% of total estimated maintenance costs (see Reserve Fund in Description of Budget Items).

³ Maximum Assessment Rate is increased annually by the Consumer Price Index (CPI), Los Angeles-Riverside-Orange County Area, for all Urban Consumers.

The increase will affect all zones within the District except Zone 54.



STREET LIGHTING & LANDSCAPING	ZONE 8	ZONE 9	ZONE 11	ZONE 12
MAINTENANCE DISTRICT NO. 1	Tract 30256 &	Tract 27097-8	Tract 28339	Mercy
PROPOSED BUDGET FOR FY 2018/2019	30256-1	La Pasada	Downtown	Housing
1.10. 0020 00002.1 01111 2010.2011	Baristo		Core	Project
County Fund Number	68-2215	68-2216	68-2217	68-2218
Equivalent Dwelling Units	42	86	137.42	60
Total Parcels Levied	42	86	11	2
Maintenance & Operations	0.00	9,240.00	0.00	0.00
Public Works Maintenance Labor	0.00	0.00	0.00	0.00
Professional & Technical	0.00	0.00	0.00	0.00
Water	0.00	14,800.00	0.00	700.00
Interior Street Lights	550.00	960.00	4,500.00	0.00
Arterial Street Lights	0.00	440.00	590.00	0.00
Less: 50% General Fund Contribution (Arterial only)	0.00	(220.00)	(295.00)	0.00
Electricity	0.00	680.00	0.00	0.00
Less: General Fund Contribution to Park Maintenance Costs				
Subtotal Maintenance Costs:	550.00	25,900.00	4,795.00	700.00
Assessment Engineering	146.46	1,386.26	482.35	140.25
City Admin Fees	555.00	1,182.00	2,552.04	192.96
County Fees for Assessment Collection	141.64	161.55	125.96	123.54
Subtotal Incidental Costs:	843.10	2,729.81	3,160.35	456.75
Total Operating Budget FY 2018/2019	1,393.10	28,629.81	7,955.35	1,156.75
Reserve Fund			·	
July 1, 2018 Estimated Beginning Balance 1	3,665.63	9,032.73	21,682.74	(1,929.09)
FY 2018/2019 Reserve Fund Collection/(Contribution)	372.58	1,688.63	(1,084.35)	769.25
June 30, 2019 Estimated Ending Balance	4,038.20	10,721.36	20,598.39	(1,159.84)
Maximum 25% Reserve of Maintenance costs for FY 2017/2018	137.50	6,475.00	1,198.75	175.00
Balance To Levy	1,765.68	30,318.44	6,871.00	1,926.00
2017/2018 Maximum Assessment Rate ³	40.58	340.23	111.65	30.99
2017/2018 Applied Assessment Rate	40.56	340.22	50.00	30.98
2018/2019 Maximum Assessment Rate ³	42.05	352.55	115.69	32.11
2018/2019 Applied Assessment Rate	42.04	352.54	50.00	32.10
Applied Rate Over/Under Maximum Rate	(0.01)	(0.01)	(65.69)	(0.01)
Consumer Price Index Adjustment				
CPI Adjustment	3.62%	3.62%	3.62%	3.62%
Difference between Max 17/18 and Max 18/19 per parcel	\$ 1.47	\$ 12.33	\$ 4.05	\$ 1.12
Total Budget FY 2018/2019	\$ 1,765.68	\$ 30,318.44	\$ 6,871.00	\$ 1,926.00
1 Reginning Deserve Fund Relances are estimated		•	·	

¹ Beginning Reserve Fund Balances are estimated.

² In 2001, Council set a general policy of establishing the reserve amount at 25% of total estimated maintenance costs (see Reserve Fund in Description of Budget Items).

³ Maximum Assessment Rate is increased annually by the Consumer Price Index (CPI), Los Angeles-Riverside-Orange County Area, for all Urban Consumers.

The increase will affect all zones within the District except Zone 54.



STREET LIGHTING & LANDSCAPING	ZONE 15	ZONE 16	ZONE 17	ZONE 18
MAINTENANCE DISTRICT NO. 1	Tract 21491 &	Tract 20765-1	Tract 2040 &	Tract 27962,
PROPOSED BUDGET FOR FY 2018/2019	24982	thru 8 & 29139	2232	27962-1 &
THOI COLD BODGETT ORT 1 2010/2017	Landau	Century Park	Panorama	30744
	Homes			Landau Manor
County Fund Number	68-2219	68-2220	68-2221	68-2200
Equivalent Dwelling Units	111	599	2,488.61	79.5
Total Parcels Levied	111	599	2,389	80
Maintenance & Operations	12,800.00	42,692.16	42,900.00	6,000.00
Public Works Maintenance Labor	0.00	108,200.00	130,600.00	276.00
Professional & Technical	0.00	0.00	0.00	0.00
Water	850.00	23,600.11	17,695.34	888.24
Interior Street Lights	2,500.00	7,800.00	16,000.00	1,080.08
Arterial Street Lights	1,600.00	5,690.00	9,000.00	1,376.49
Less: 50% General Fund Contribution (Arterial only)	(800.00)	(2,845.00)	(4,500.00)	(688.25)
Electricity	330.00	2,580.00	1,900.00	418.68
Less: General Fund Contribution to Park Maintenance Costs		(70,471.08)	(92,047.67)	
Subtotal Maintenance Costs:	17,280.00	117,246.19	121,547.67	9,351.24
Assessment Engineering	1,394.25	6,223.52	11,037.33	699.58
City Admin Fees	1,713.96	9,726.00	31,047.00	1,206.96
County Fees for Assessment Collection	172.86	393.64	1,203.16	158.83
Subtotal Incidental Costs:	3,281.08	16,343.17	43,287.49	2,065.37
Total Operating Budget FY 2018/2019	20,561.08	133,589.35	164,835.16	11,416.61
Reserve Fund				
July 1, 2018 Estimated Beginning Balance 1	(7,693.19)	(2,126.85)	54,773.48	(33,356.64)
FY 2018/2019 Reserve Fund Collection/(Contribution)	9,866.24	(3,630.31)	(839.99)	3,314.74
June 30, 2019 Estimated Ending Balance	2,173.04	(5,757.16)	53,933.49	(30,041.90)
Maximum 25% Reserve of Maintenance costs for FY 2017/2018	4,320.00	29,311.55	30,386.92	2,337.82
Balance To Levy	30,427.32	129,959.04	163,995.17	14,731.35
2017/2018 Maximum Assessment Rate ³	264.54	209.38	63.59	178.83
2017/2018 Applied Assessment Rate	264.54	209.36	60.16	178.82
2018/2019 Maximum Assessment Rate ³	274.12	216.97	65.90	185.31
2018/2019 Applied Assessment Rate	274.12	216.96	65.90	185.30
Applied Rate Over/Under Maximum Rate	0.00	(0.01)	0.00	(0.01)
Consumer Price Index Adjustment				
CPI Adjustment	3.62%	3.62%	3.62%	3.62%
Difference between Max 17/18 and Max 18/19 per parcel	\$ 9.59	\$ 7.59	\$ 2.30	\$ 6.48
Total Budget FY 2018/2019	\$ 30,427.32	\$ 129,959.04	\$163,995.17	\$ 14,731.35
1 Designing Deserve Fund Deleness are estimated				

¹ Beginning Reserve Fund Balances are estimated.

² In 2001, Council set a general policy of establishing the reserve amount at 25% of total estimated maintenance costs (see Reserve Fund in Description of Budget Items).

³ Maximum Assessment Rate is increased annually by the Consumer Price Index (CPI), Los Angeles-Riverside-Orange County Area, for all Urban Consumers.

The increase will affect all zones within the District except Zone 54.



STREET LIGHTING & LANDSCAPING	ZONE 19	ZONE 20	ZONE 21	Zone 54	
MAINTENANCE DISTRICT NO. 1	Tract 24035-1	Tract 25804-1	Tract 25804-1	Jack in the	
PROPOSED BUDGET FOR FY 2018/2019	Alicante	Cimarron	Santoro Estates	Box	
			LStates		
					Total
County Fund Number	68-2210	68-2211	68-2209	68-1247	
Equivalent Dwelling Units	63	32	36	1	4,080.53
Total Parcels Levied	63	32	36	1	3,797
Maintenance & Operations	11,250.00	8,650.00	16,700.00	1,200.00	\$ 198,341.12
Public Works Maintenance Labor	950.00	0.00	0.00	0.00	\$ 241,592.00
Professional & Technical	0.00	0.00	0.00	0.00	\$ -
Water	1,190.00	650.00	820.00	174.00	\$ 65,077.77
Interior Street Lights	540.00	850.00	840.00	0.00	\$ 39,745.00
Arterial Street Lights	1,220.00	420.00	410.00	350.00	\$ 24,597.93
Less: 50% General Fund Contribution (Arterial only)	(610.00)	(210.00)	(205.00)	(175.00)	
Electricity	329.00	160.00	510.00	480.00	\$ 8,950.65
Less: General Fund Contribution to Park Maintenance Costs					\$ (162,518.75)
Subtotal Maintenance Costs:	14,869.00	10,520.00	19,075.00	2,029.00	\$ 403,486.75
Assessment Engineering	1,061.92	362.22	594.03	142.77	\$ 27,222.96
City Admin Fees	954.00	519.00	772.60	228.00	\$ 54,437.56
County Fees for Assessment Collection	151.14	136.78	138.93	123.10	\$ 3,677.77
Subtotal Incidental Costs:	2,167.06	1,018.01	1,505.56	493.89	\$ 85,338.33
Total Operating Budget FY 2018/2019	17,036.06	11,538.01	20,580.56	2,522.89	\$ 488,825.09
Reserve Fund				·	
July 1, 2018 Estimated Beginning Balance 1	(40,391.99)	739.29	15,070.93	13,837.23	91,737.42
FY 2018/2019 Reserve Fund Collection/(Contribution)	3,098.74	(1,481.05)	(4,380.56)	(522.89)	14,246.19
June 30, 2019 Estimated Ending Balance	(37,293.25)	(741.74)	10,690.37	13,314.34	105,983.62
Maximum 25% Reserve of Maintenance costs for FY 2017/2018	3,717.25	2,630.00	4,768.75	507.25	\$ 100,871.70
Balance To Levy	20,134.80	10,056.96	16,200.00	2,000.00	503,071.28
2017/2018 Maximum Assessment Rate 3	308.44	303.29	695.25	5,000.00	
2017/2018 Applied Assessment Rate	308.44	303.28	400.00		
2018/2019 Maximum Assessment Rate ³	319.61	314.28	720.44	5,000.00	
2018/2019 Applied Assessment Rate	319.60	314.28	450.00	2,000.00	
Applied Rate Over/Under Maximum Rate	(0.01)	0.00	(270.44)	(3,000.00)	
Consumer Price Index Adjustment	, ,		, ,	<u>'</u>	
CPI Adjustment	3.62%	3.62%	3.62%	0.00%	
Difference between Max 17/18 and Max 18/19 per parcel	\$ 11.18	\$ 10.99	\$ 25.19		
Total Budget FY 2018/2019	\$ 20,134.80	\$ 10,056.96	\$ 16,200.00	\$ 2,000.00	\$ 503,071.28
5					

¹ Beginning Reserve Fund Balances are estimated.

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³ Maximum Assessment Rate is increased annually by the Consumer Price Index (CPI), Los Angeles-Riverside-Orange County Area, for all Urban Consumers.

The increase will affect all zones within the District except Zone 54.



APPENDIX A

District Assessment Diagrams

The Assessment Boundary Map (attached) shows the exterior boundaries of the Assessment District and/or the benefit Zones therein. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions shown on the maps of the Assessor of the County of Riverside, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.



APPENDIX B

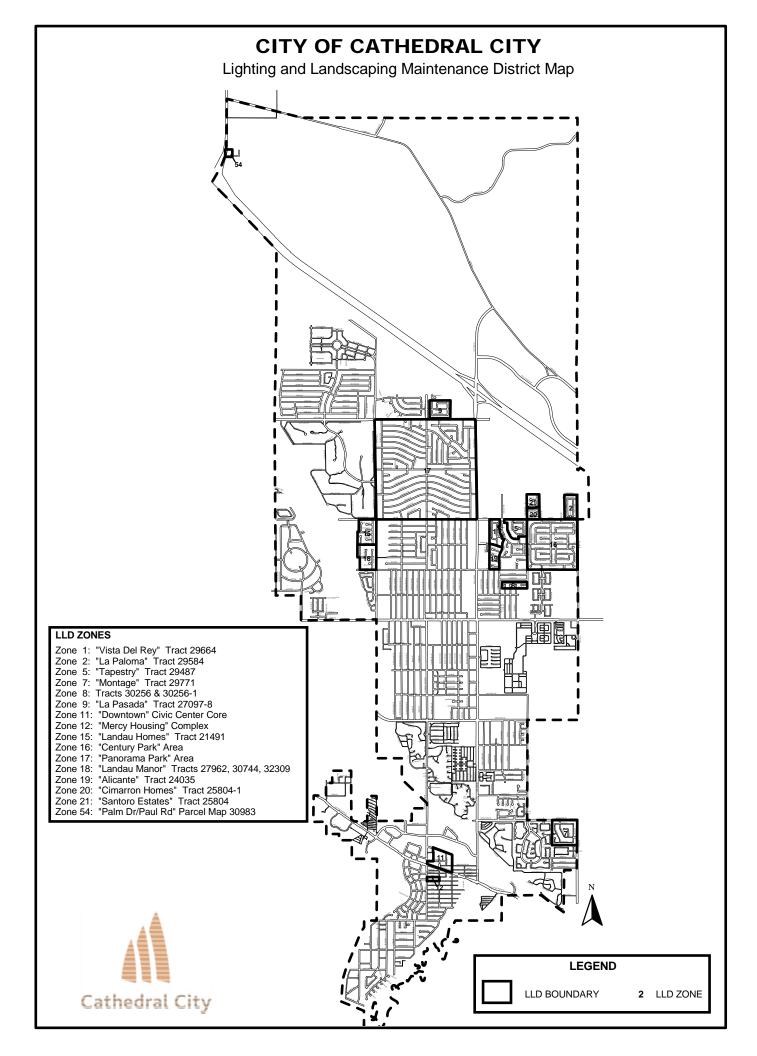
2018/2019 Collection Roll

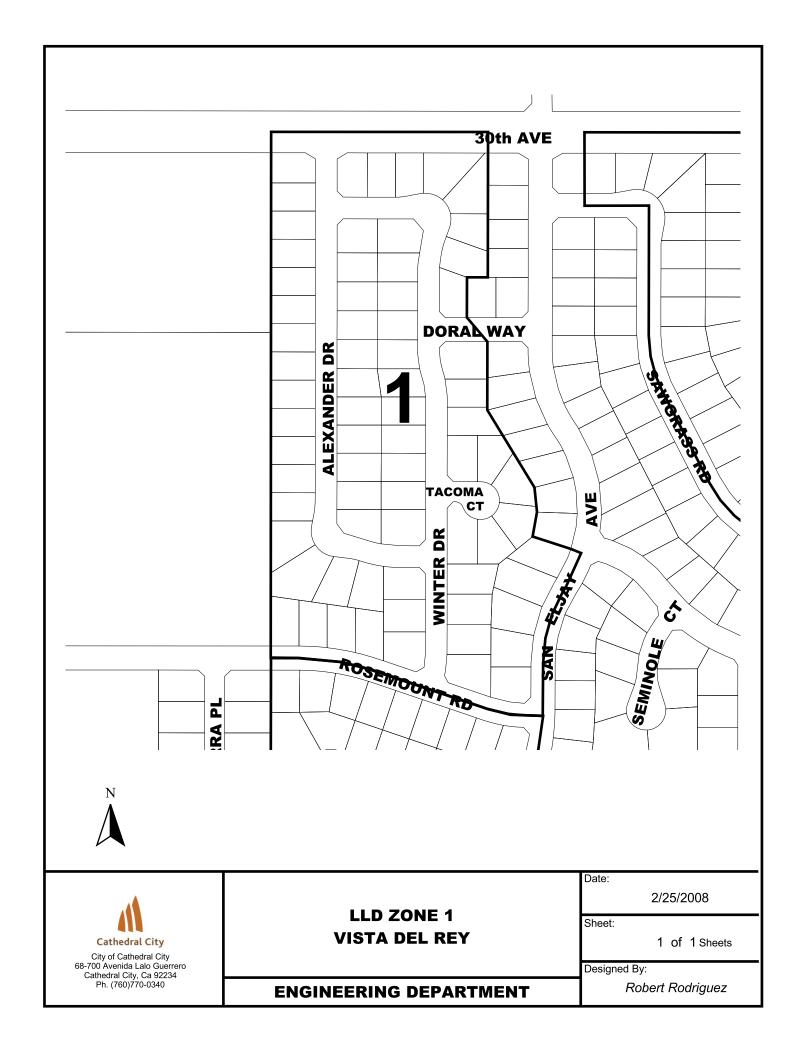
Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Riverside County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Riverside County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

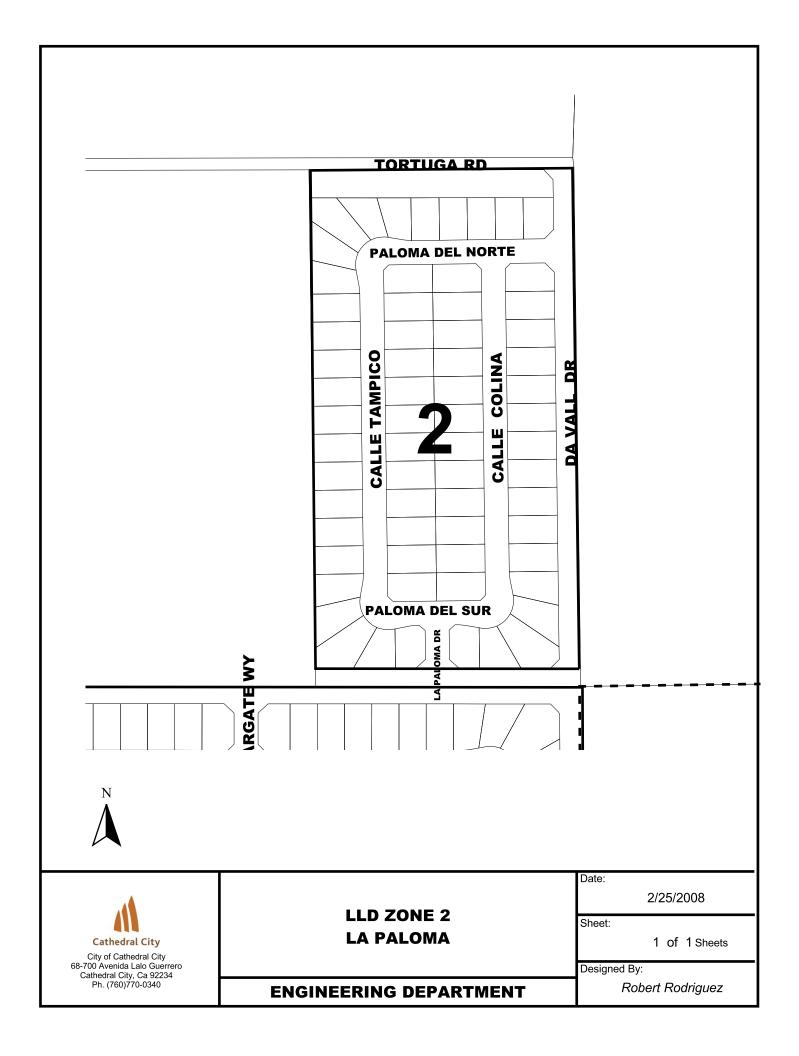
Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

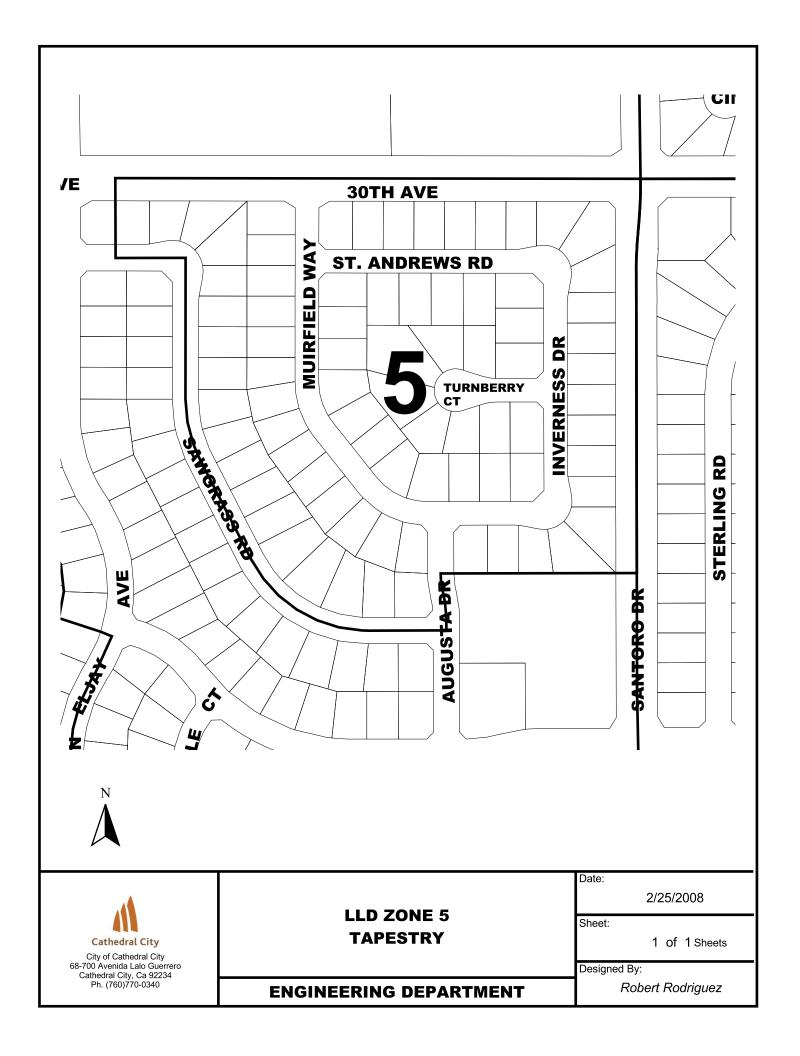
Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

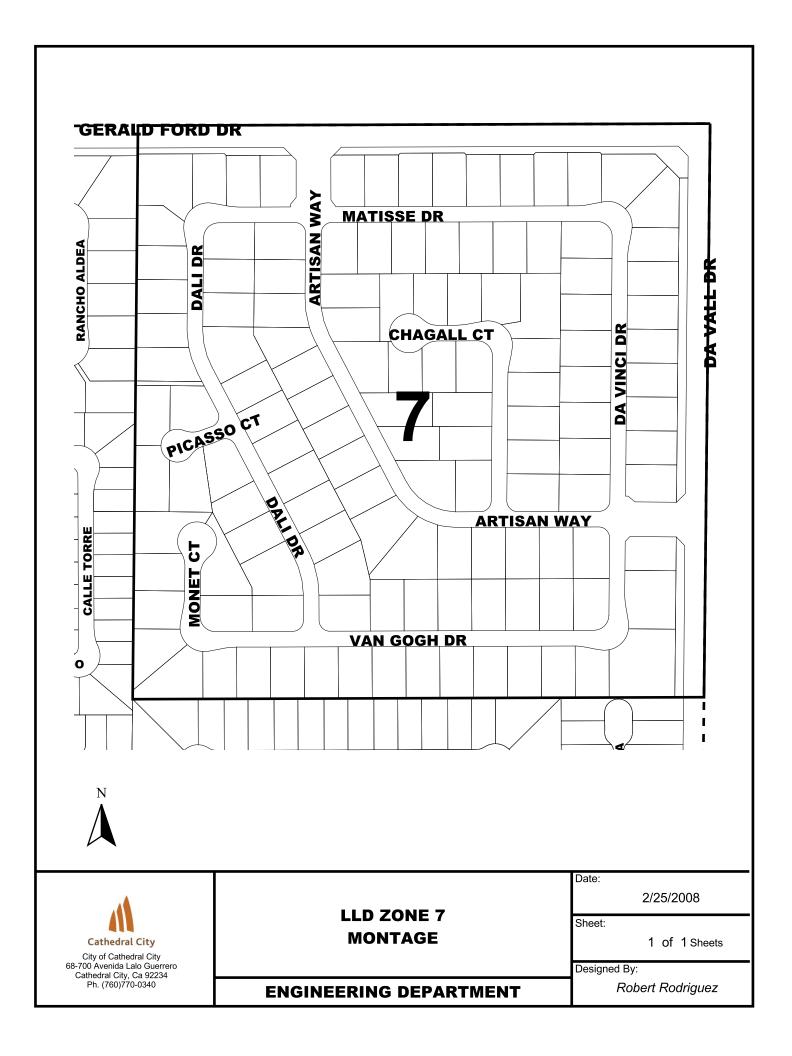
If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

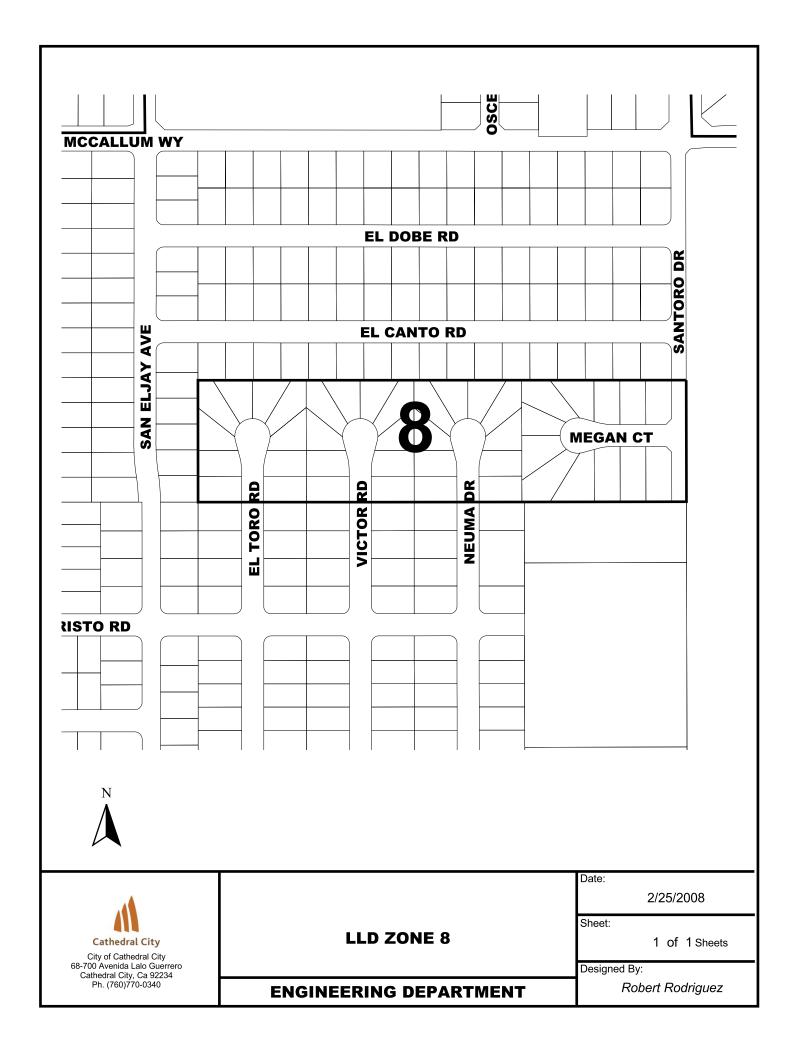


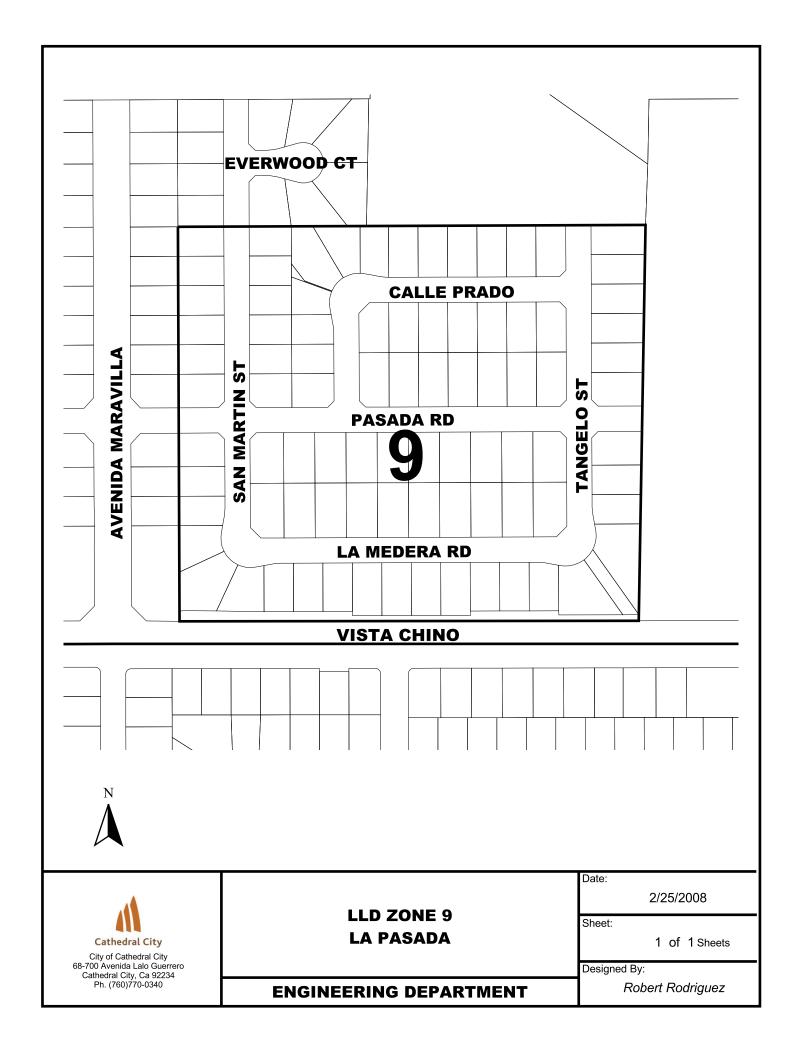


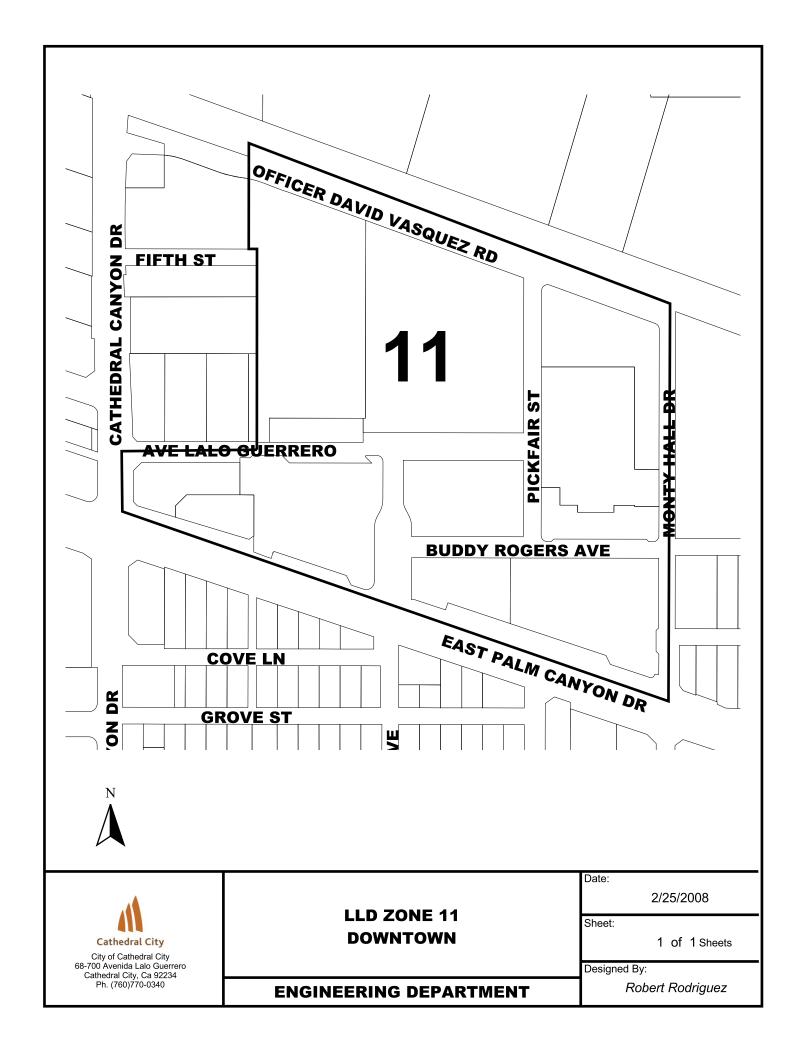


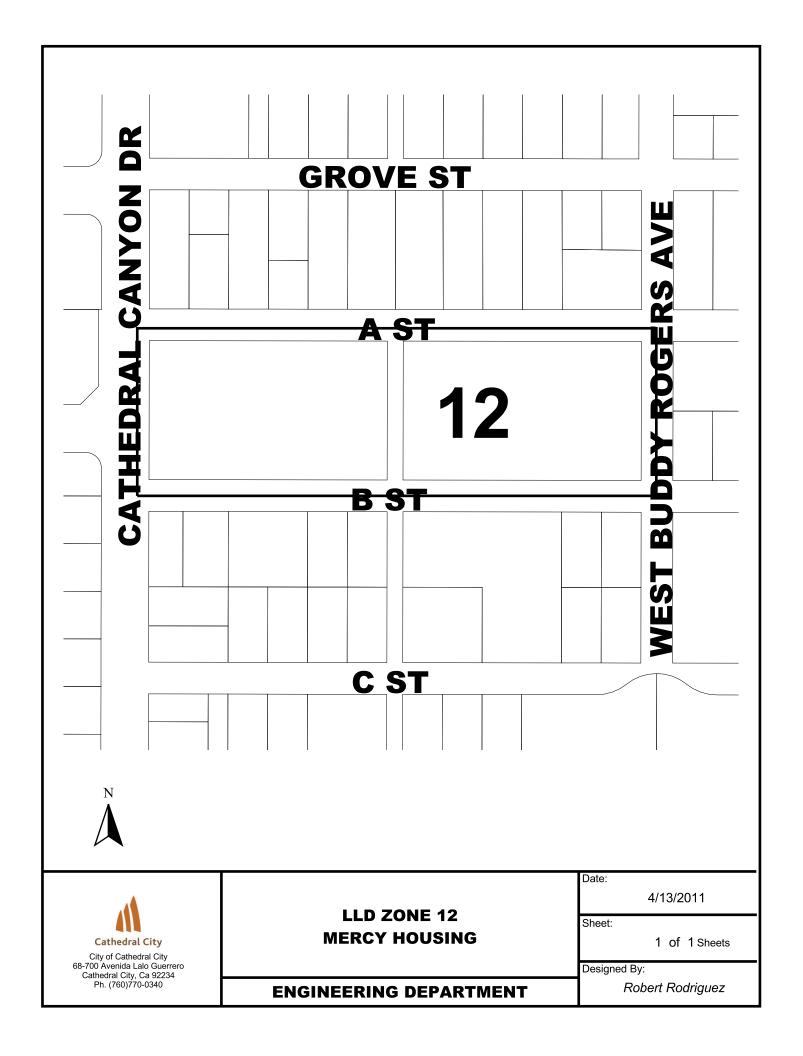


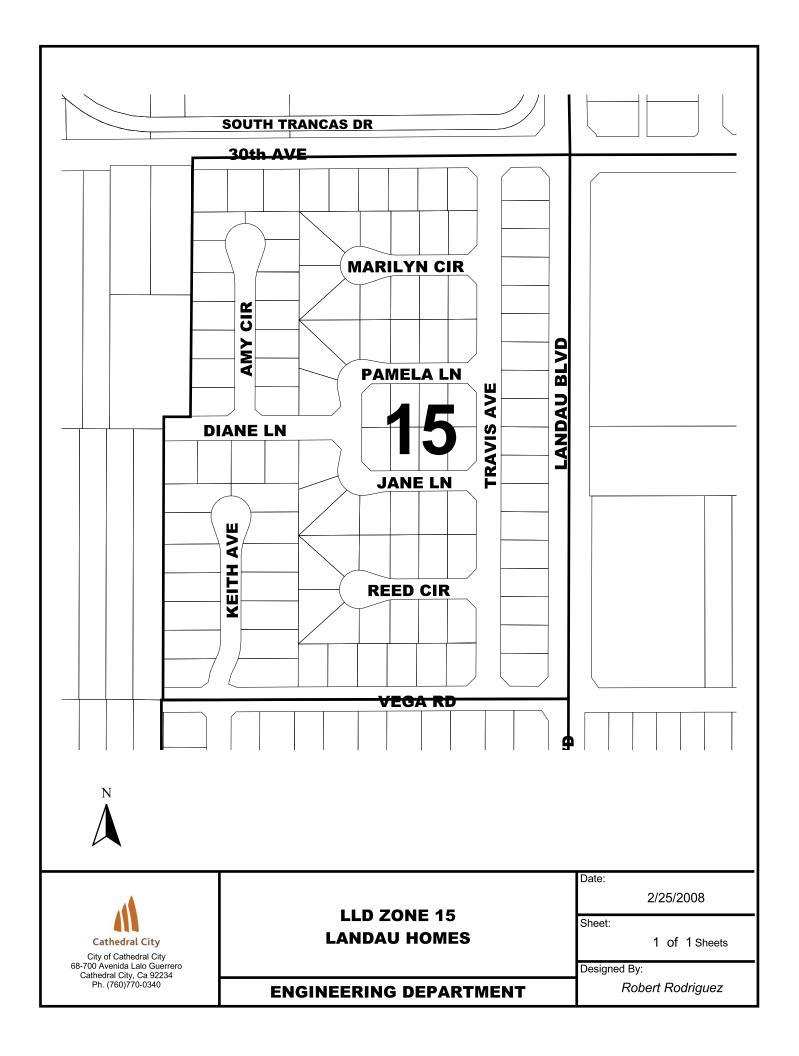


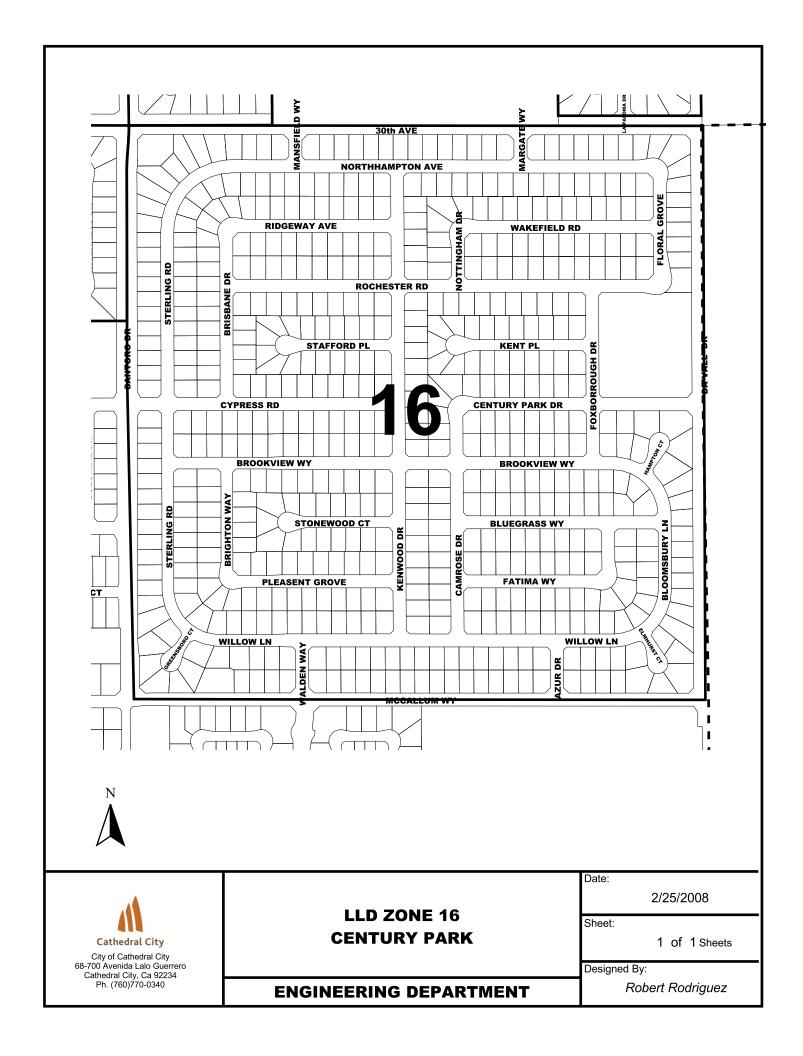


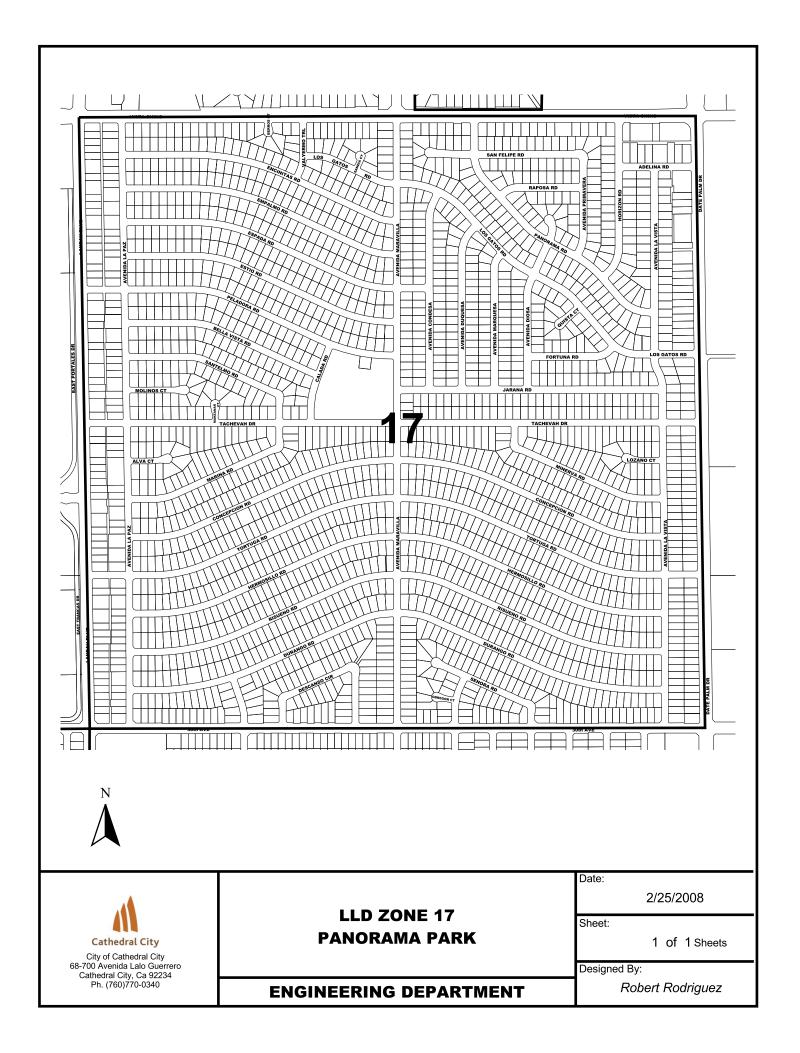


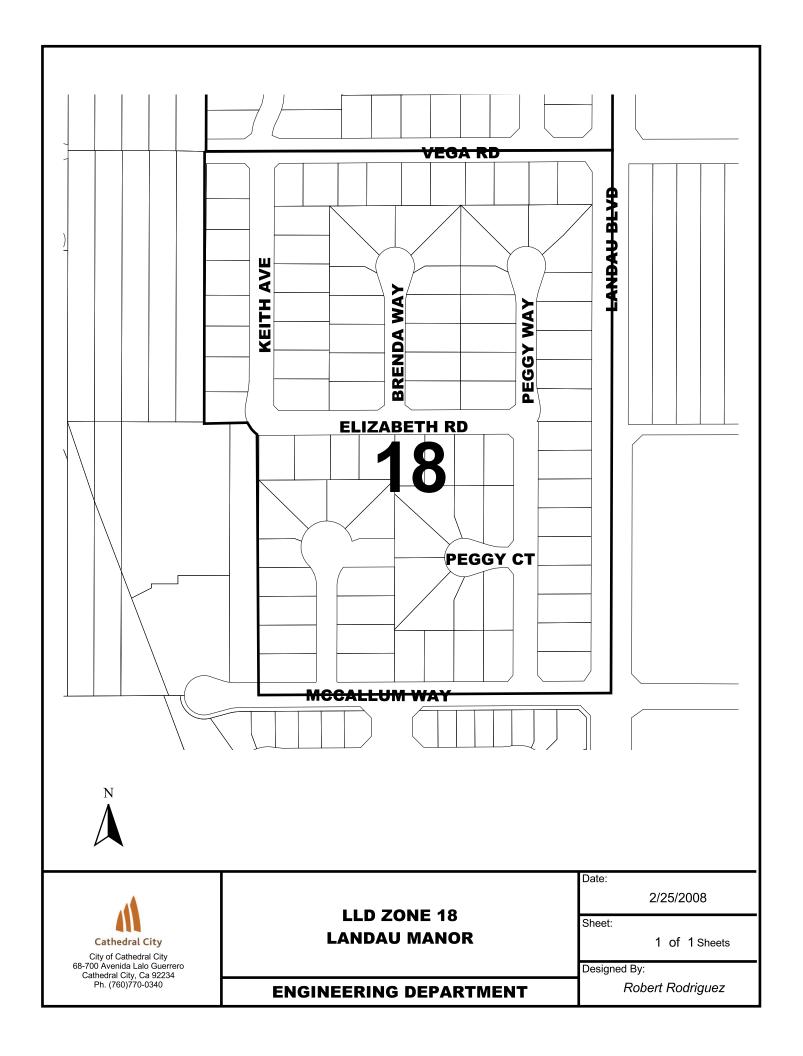


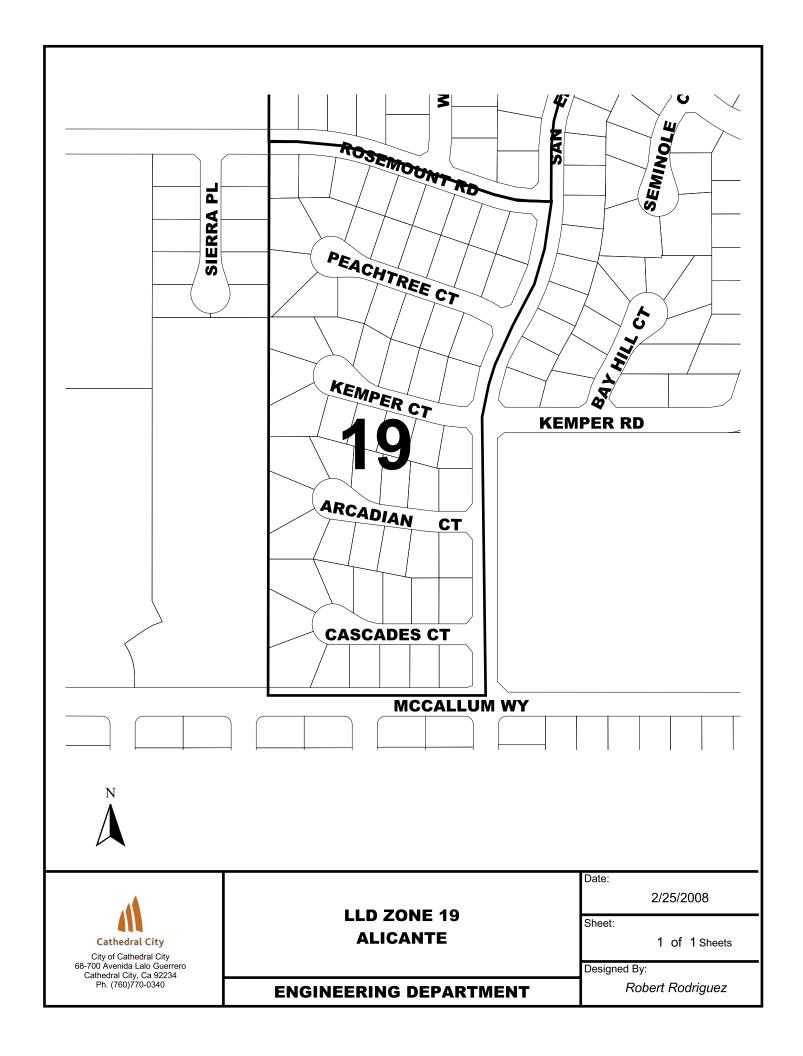


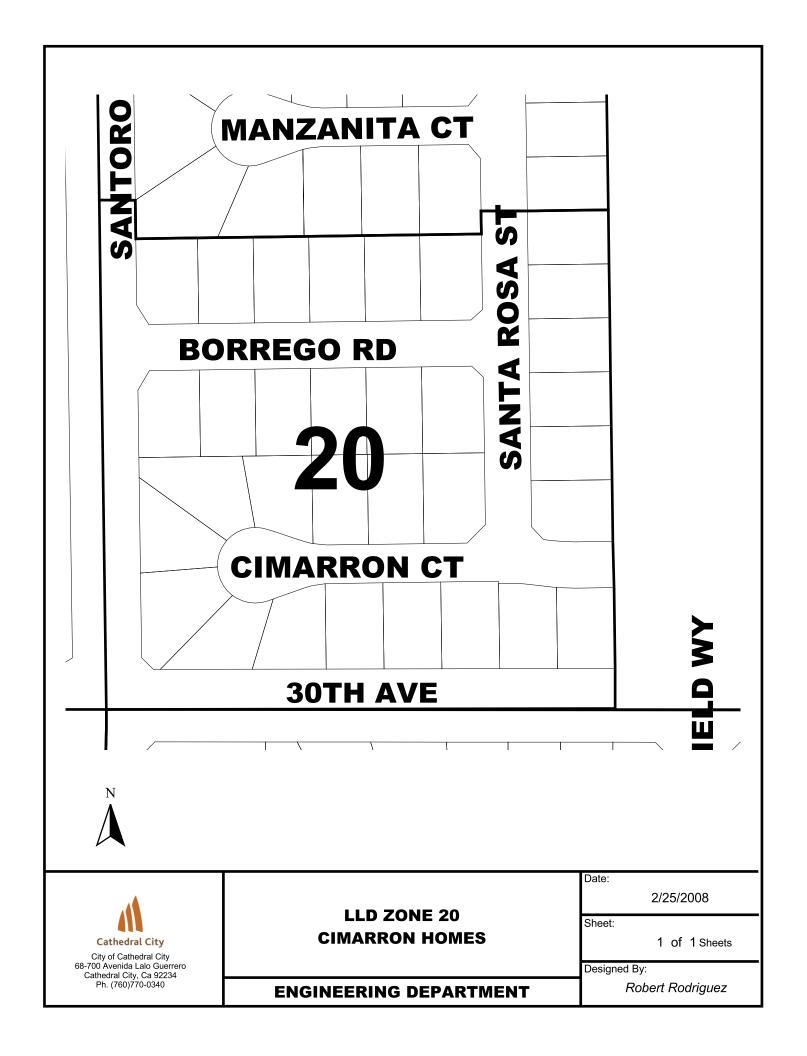


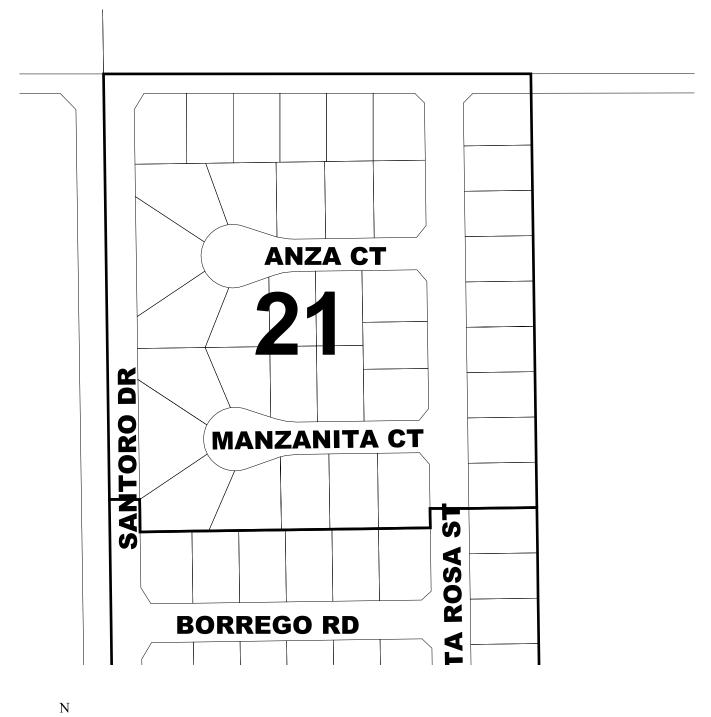
















City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, Ca 92234 Ph. (760)770-0340

LLD ZONE 21 SANTORO ESTATES

ENGINEERING DEPARTMENT

Date:

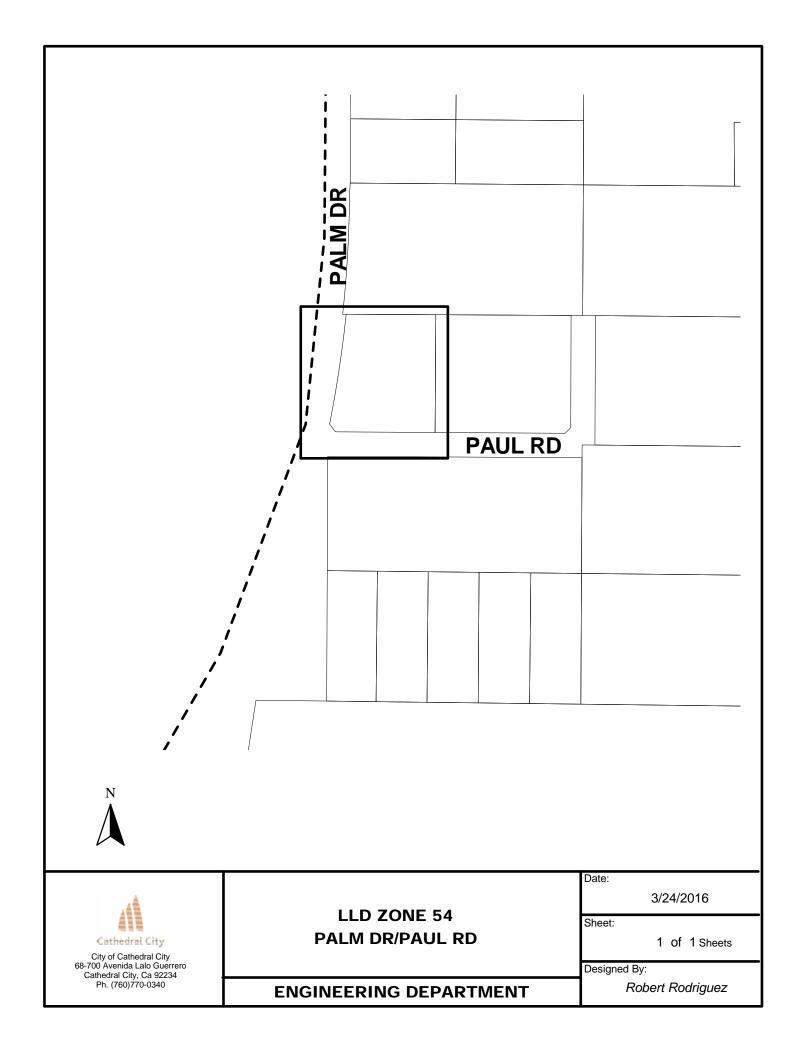
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Sheet:

1 of 1 Sheets

Designed By:

Robert Rodriguez





Cathedral City

Agenda Report

City Council

MEETING DATE: 6/13/2018

TITLE:

Commissions and Committees Appointments

FROM:

Tracey R. Martinez, CMC Deputy City Clerk

RECOMMENDATION:

Staff recommends the City Council make appointments to the fill the vacant seats on the various Commissions and Committees based on staff's recommendation and interviews conducted on June 13, 2018.

BACKGROUND:

The terms of appointments and term limits for Commissions and Committees have been established in the Cathedral City Municipal Code. There are no term limits established for committees by the municipal code. All members of the Commissions shall be appointed for a three year term unless otherwise provided by law, Ordinance, Resolution or if not applicable. The Finance Advisory Committee has no term limits. When an unexpected vacancy occurs on a Commission an appointment may be made to fulfill the remainder of the term. Most, if not all, terms will expire on June 30th of their respective year. Except in cases where the Mayor or City Council are not the appointing authority, no person shall be appointed to and serve substantially more than two full consecutive terms upon any single board or commission, and any person who has served substantially two full consecutive terms shall not be reappointed to the same commission until at least the time equal to one full term has elapsed. However, the City Council may, at any time, if in the best interest of the City, upon the affirmative votes of any four members of the City Council, waive the term limit provisions and reappoint any member of a commission of the City for one additional term.

Staff has actively solicited applicants to fill the anticipated vacancies for June 2018. Efforts included publishing a notice in the Desert Sun, posting the notice at the Senior Center, Library and City Hall, posting the notice on the City's website and social media. All current commissioners and committee members whose term is expiring in June 2018, with the exception of those who are termed out, were sent an email letting them know that their terms would be expiring and inquiring whether they would be interested in reappointment. Applications were received through June 4, 2018.

Interviews were conducted on June 13, 2018 during the Study Session portion of the City Council Meeting.

DISCUSSION:

Staff recommends that the City Council make the following appointments to each listed Commission or Committee:

Architectural Review Committee - 1 Seat

Appoint Ray Lopez for a one-year term continuing to June 30, 2019.

Finance Advisory Committee - 1 Seat

1 Seat with a term expiring on June 30, 2021.

There were no applications received. Staff will continue to recruit for this Commission.

Parks and Community Events Commission - 2 Seats

2 Seats with terms expiring on June 30, 2021.

There were no applications received. Staff will continue to recruit for this Commission.

Planning Commission - 3 Seats

- 1 Seat with a term expiring on June 30, 2020.
- 2 Seats with terms expiring June 30, 2021.

Public Arts Commission - 2 Seats

2 Seats with terms expiring on June 30, 2021.

Palm Springs International Airport Commission - 1 Seat

1 Seat with a term expiring on June 30, 2021.

FISCAL IMPACT:

There is no fiscal impact to the City with this item.

ATTACHMENTS:

None



Cathedral City

Agenda Report

File #: 2018-237 Item No: 5.B.

City Council

MEETING DATE: 6/13/2018

TITLE:

Chamber of Commerce Service Provider Agreement for FY18/19

FROM:

Leisa Lukes, Business Development Manager

RECOMMENDATION:

Staff recommends the City Council approve the Chamber of Commerce Service Provider Agreement for FY18/19, authorize the City Manager to sign the Agreement and approve payment of \$60,000 for the agreed-upon services in accordance with the adopted FY18/19 budget.

BACKGROUND:

Just under one year ago, the Cathedral City Chamber of Commerce merged with the Greater Coachella Valley Chamber of Commerce (GCVCC) and became an integral part of the GCVCC as the Cathedral City District for the Chamber. The GCVCC is the largest business networking organization in the Coachella Valley and serves as a partner with the City to retain and grow business. In doing so, it strengthens the City's connections with the business community and further benefits the City through its cooperative marketing programs and by providing Visitor Center services. An allocation of \$60,000 to the GCVCC was approved in the FY17/18 budget. Staff is recommending approval of the Service Provider Agreement that includes a Scope of Services to be performed during the fiscal year by the GCVCC on behalf of the City.

DISCUSSION:

The Chamber and the City have been operating as partners since the City's incorporation in 1981. That partnership has continued with the Chamber's merger into the GCVCC, which occurred just under one year ago. Since the merger, the GCVCC continues to grow the number of Cathedral City business members and expand upon the opportunities provided to the City's business community. The GCVCC operates the Cathedral City district office on Perez Road, which serves as the City's Visitor Center. In addition to a full-time district administrator, the Perez Road location houses the office of the director of sales and membership services for the entire organization. It also provides a base location for the district's sales manager and offers space for the District's board meetings.

In July 2017, the City and Chamber entered into an annual Service Provider Agreement for FY17/18. That Agreement included a Scope of Services, which describes the services to be provided to the

File #: 2018-237 Item No: 5.B.

City in addition to the traditional functions of the GCVCC. The GCVCC has submitted its quarterly reports to the City identifying the services that have been completed, are ongoing, or are yet to be finalized.

The proposed Scope of Services for the FY18/19 Service Provider Agreement is generally consistent with that of the current fiscal year. The proposed budget allocation of \$60,000 is consistent with the prior two Service Provider Agreements.

Creating the "Local First Cathedral City" program, specified in the FY17/18 Scope of Services under Section D, City Promotion, was one of the larger programs undertaken by the GCVCC in FY17/18 and will be ongoing through the next fiscal year. The Program includes developing a theme; logo; city retail, restaurant and entertainment brochure; city map; website; and branding/marketing campaign - all of which is intended to drive customers to city businesses. Design work has been completed and website development is underway. The GCVCC anticipates completing the website this June and finalizing the brochure this fall with funding provided in the current fiscal year. The branding/marketing campaign and promotion is included in the proposed FY18/19 Scope of Services.

During FY17/18, the GCVCC established the "West Valley Business Expo" as a wedding and events promotional expo. The Expo was held at the DoubleTree Resort in Cathedral City in April and the City participated with a booth. The GCVCC determined the event to be a success as attendance by both business vendors and attendees for this first-year event was strong. Many of the vendors received contract commitments as a result. The GCVCC is planning to hold the Expo again in FY18/19 with a focus on "Weddings and Quinceañeras." This event is included in the GCVCC Scope of Services under Item C, City Events, with dedicated City funding of \$5,000. The allocation in included in the proposed Scope of Services.

During FY17/18, the GCVCC continued to manage and staff the Cathedral City Visitor Center; maintained dedicated staffing for the Cathedral City office; organized and participated in monthly business walks; welcomed new businesses to the City; organized ribbon cuttings; conducted business surveys (i.e., "kids meal" healthy beverage support); and held a number of events within the City. These networking, educational and recognition events included monthly "Tips 'n Tricks" often held at the Mary Pickford Theater; "Lunch Bunches" held at local restaurants; and the State of the City and Orion Awards held at the DoubleTree Hotel.

The Chamber promoted City events via social media and on their website and participated in the City's signature events. The Chamber also promoted events conducted in both English and Spanish by other local business organizations, such as the SBA, Accion and Get in Motion. The business walks included at least on participant fluent in Spanish and the GCVCC offices employ several staff who are also fluent in Spanish.

The board of directors for the Cathedral City District office is comprised of local business representatives. The outgoing president is Kara Robinson of Team Art Terry & Kara - Windermere Real Estate and the incoming president is David Bermudez of La Michoacana. Other board members represent Frasier Pest Control, Winslow Drake Investment Management, and the Cathedral City Boys & Girls Club. Four local Cathedral City business representatives serve on the GCVCC Board of Directors.

File #: 2018-237 Item No: 5.B.

Quarter 4 of the current fiscal year concludes on June 30. Staff does not anticipate withholding payment of any services not completed in the FY1718 Scope of Services, contingent upon completion of the outstanding items under Section D, the "Local First Cathedral City" program, as noted above.

FISCAL IMPACT:

The FY18/19 adopted budget allocates \$60,000 for GCVCC services. Exhibit "B" of the Service Provider Agreement provides for quarterly allocation from the general fund upon the City's satisfactory receipt of the GCVCC's Quarterly Activity and Budget Reports, and a meeting of the City/GCVCC Committee

ATTACHMENTS:

Service Provider Agreement for FY 18/19
Exhibit "A" - Scope of Services for FY18/19
Exhibit "B" - Payment Program for FY18/19

SERVICE PROVIDER AGREEMENT BY AND BETWEEN THE GREATER COACHELLA VALLEY CHAMBER OF COMMERCE AND THE CITY OF CATHEDRAL CITY FY18/19

THIS SERVICE PROVIDER AGREEMENT, is made and entered into this _____ day of ______, 2018, by and between the Greater Coachella Valley Chamber of Commerce, a California 501(c)(6) non-profit corporation (hereinafter referred to as the "Service Provider"), and the City of Cathedral City, a California municipal corporation (hereinafter referred to as the "City").

RECITALS:

WHEREAS, the Service Provider proposes to provide Visitor Center services, business retention and expansion, cooperative marketing programs, and general support for the City, as well as traditional functions of the Chamber; and

WHEREAS, the City can benefit from the services offered by the Service Provider, on an independent contractor's basis, as outlined in the Scope of Services, attached hereto as Exhibit "A"; and

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN, AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Section 1. RECITALS AND TERM OF AGREEMENT

The recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference as though set forth herein. This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2018.

Section 2. SCOPE OF SERVICES

The Service Provider shall provide to the City those services as set forth in the "Scope of Services", attached hereto as Exhibit "A" and incorporated herein by this reference, as though set forth at length. The Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor. Service Provider acknowledges that Scope of Services is intended to increase its membership and maximize benefits to the City in exchange for the funds received from the City.

Section 3. COMPENSATION AND PAYMENT SCHEDULE

The City shall compensate the Service Provider a total amount of \$60,000 (sixty thousand dollars) for the services rendered by the Service Provider pursuant to Exhibit "B" attached to this Agreement. Payment shall be provided upon satisfactory submission by the Service Provider of the Quarterly Scope of Service Activity Report and Quarterly Budget Report, and completion of the City/Chamber Committee Quarterly Meeting, as required by Section 18 of this Agreement.

Section 4. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR'S STATUS OF THE SERVICE PROVIDER

- A. The Service Provider represents and acknowledges the following:
- (1) The City is not required to provide any training or counsel to the Service Provider or its employees in order for the Service Provider to perform the services described in this Agreement.

- (2) Performance of the services described in this Agreement does not have to be integrated into the daily business operations of the City. Further, the services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities.
- (3) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with the Service Provider on a continuing basis after termination of this Agreement.
- (4) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage or other such compensation to any person employed by the Service Provider to perform the services described in this Agreement.
- (5) The Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.
 - B. The City represents and acknowledges the following:
- (1) The Service Provider is not required to comply with daily instructions from City staff with respect to when, where or how the Service Provider performs the services set forth in this Agreement. The Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.
- (2) The City will not hire, supervise or pay any assistants working for the Service Provider pursuant to this Agreement.
- (3) Nothing in this Agreement shall be interpreted to imply that the Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.
- (4) Unless deemed necessary under certain circumstances, the Service Provider is not required to perform the services set forth in this Agreement at the Cathedral City Civic Center or on City-owned property.
- (5) Other than attendance at required public meetings and public hearings, and complying with procedural requirements set forth by law, the Service Provider is not required to perform the services set forth in the Agreement in any particular order or sequence.
- (6) Nothing in this Agreement shall be interpreted to preclude the Service Provider from working for other persons or firms, provided such work does not create a conflict of interest.

Section 5. NOT AGENT OF THE CITY

- A. Nothing contained in this Agreement shall be deemed, construed or represented by the City or the Service Provider or by any third person to create the relationship of principal and agent.
- B. The Service Provider shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent nor shall the Service Provider have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 6. QUALIFICATIONS AND WARRANTY

The Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement. The Service Provider warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 7. FAMILIARITY WITH WORK

- A. By executing this Agreement, the Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending to the performance of work under this agreement.
- B. Should the Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed, except at the Service Provider's risk, until written instructions are received from the appropriate City representative.

Section 8. CONFLICTS OF INTEREST

The Service Provider covenants that neither its staff nor any officer has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of the Service Provider's services under this Agreement.

Section 9. COMPLIANCE WITH LAWS

The Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder.

Section 10. NONDISCRIMINATION

The Service Provider will comply with the City's employment-related nondiscrimination policies as set forth in Chapter 11.88 of the Cathedral City Municipal Code, as it may be amended from time to time.

Section 11. WORKERS' COMPENSATION INSURANCE

- A. The Service Provider 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.
- B. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, the Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the legal counsel of the City.

Section 12. 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, shall bear an endorsement whereby it is provided that the City and its officers, employees, servants, volunteers, agents and independent contractors, including without limitation, the City Manager, Economic Development Director, Business Development Manager, Community Development Director, Administrative Services Director, Police Chief, Fire Chief, Communication and Events Manager, City Engineer, and City Legal Counsel are named as additional insureds.

Section 13. WAVIER OF SUBROGATION RIGHTS

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

Section 14. COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE, AND PROOF OF INSURANCE COVERAGE

The Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

- A. The Service Provider shall secure from a good and responsible company or companies authorized to perform insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City certificates of insurance on or before the commencement of the term of this Agreement.
- B. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective.
- C. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days' written notice to the City of such termination or expiration.
- D. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the term of this Agreement.
- E. Within thirty (30) days of the execution of this Agreement, the Service Provider shall furnish certified copies of all required insurance policies and endorsements.

Section 15. TERMINATION OR SUSPENSION

- A. This Agreement may be terminated or suspended without cause by the City at any time provided that the City provides the Service Provider at least ten (10) business days' written notice of such termination or suspension.
- B. This Agreement may be terminated or suspended with cause by the City at any time provided the City provides at least (3) business days' written notice of such termination or suspension.
- C. This Agreement may be terminated by the Service Provider with cause at any time provided the Service Provider provides the City at least ten (10) business days' written notice of such termination.

Section 16. TIME OF THE ESSENCE

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

Section 17. INDEMNIFICATION

- A. The Service Provider shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from against those actions, suits, proceedings, claims, demands, losses, costs and expenses, including reasonable legal costs and attorneys' fees, for any personal injuries, deaths, property damage (including property owned by the City) and for acts committed by the Service Provider, its officers, employees, independent contractors and agents, which may arise out of the Service Provider's negligence in performing the services described in this Agreement unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.
- B. The Service Provider shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against those actions, suits, proceedings, claims,

demands, losses, costs and expenses, including reasonable legal costs and attorney's fees that may arise out of Service Provider's actions in the discipline, suspension and/or termination against or involving any of Service Provider's employees, independent contracts, officers and agents.

C. The City does not, and shall not, waive any rights that it may have against the Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification 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.

Section 18. REPORTS AND MEETINGS

- A. The Service Provider shall prepare and submit to the City's Business Development Manager on a quarterly basis: (1) a detailed Scope of Service Activity Report concerning the Service Provider's performance of the services required by this Agreement; (2) a Budget Report for the four categories of services identified in Exhibit "A", Scope of Services; and (3) a Membership Report showing an increase or decrease in Chamber membership and specifying which are Cathedral City-based businesses. A City/Chamber Committee comprised of the City Manager, City Business Development Manager, City Council representative(s) and Chamber Executive Board representatives shall also meet at these same quarterly intervals to discuss the submitted reports.
- B. The Service Provider shall submit to the City Business Development Manager by August 1, 2017, the Chamber's staffing structure for Cathedral City.

Section 19. BUSINESS DISTRICT APPONTMENTS TO SERVICE PROVIDER BOARD

The Board of Directors for the Cathedral City Business District shall appoint three members to the Service Provider's Board of Directors who are representative of the Cathedral City business community. These appointments are for staggered one-, two-, and three-year terms.

Section 20. RECORDS

The Service Provider shall keep such books and records as necessary to perform the services required by this Agreement and enable the Executive Officer to evaluate the cost and performance of such services. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles. The City Manager or designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

Section 21. OWNERSHIP OF DOCUMENTS

- A. Upon completion of any document or report required to be provided by the Service Provider in the course of performing any of the services described in this Agreement, or upon earlier termination of this Agreement, all completed original documents and/or reports and any designs, drawings, calculations, diskettes, computer files, notes, and other related materials prepared or produced in connection with such documents or reports shall be considered the joint property of both the City and the Service Provider and may be used and/or reused on any other project by the City or Service Provider without the permission of either the City or Service Provider.
- B. All computer files produced in connection with the services described in this Agreement shall be provided to the City in a form and format that is compatible with the City's existing computer equipment and software.

Section 22. CONFIDENTIALITY

The Service Provider and the City shall work together in identifying certain drafts/documents/reports prepared by the Service Provider for the City, which shall be kept strictly confidential until such time the City authorizes the release of said information. The Service Provider shall not disclose to any other entity or person any information regarding the activities of the City except as required by law or as authorized by the City. All financial reports provided by the Service Provider to the City shall be deemed confidential and shall not be released publicly without prior written approval of the Service Provider or as required by law.

Section 23. PRINCIPAL REPRESENTATIVES

- A. The Executive Officer or Chairman of the Board are designated as the principal representatives of the Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement. The Business Development Manager shall be the principal representative of the City for purposes of communicating with the Service Provider on any matter associated with the performance of the services set forth in this Agreement.
- B. Either party may designate another individual as its principal representative by giving notice of such designation to the other party.
- C. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals shall be responsible during the term of this Agreement for directing all activities of the Service Provider and devoting sufficient time to personally supervise the services hereunder.

Section 24. MODIFICATIONS AND AMENDMENTS

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

Section 25. ENTIRE AGREEMENT

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

Section 26. NOTICES

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

To the City: Business Development Manager

City of Cathedral City

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

To Service Provider: President/Chief Executive Officer

Greater Coachella Valley Chamber of Commerce

82-921 Indio Boulevard

Indio, CA 92201

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

Section 27. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 28. INTERPRETATION

This Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared as both parties were involved in drafting it.

Section 29. WAIVER

- A. No waiver shall be binding, unless executed in writing by the party making the waiver.
- B. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- C. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 30 ASSIGNMENT

The experience, knowledge, capability and reputation of the Service Provider, its principals and employees were a substantial inducement for the City to enter into this Agreement. This Agreement shall not be assigned by either party without prior written consent of the other party.

Section 31. CARE OF WORK

The Service Provider shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work performed by the Service Provider and the equipment, materials, papers and other components thereof to prevent losses or damages, and shall be responsible for all such damages to persons or property until acceptance of the work by the City, except such losses or damages as may be caused by the City's own negligence.

The performance of services by the Service Provider shall not relieve the Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City when such inaccuracies are due to the negligence of the Service Provider.

Section 32. SEVERABILITY

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

Section 33. GOVERNING LAW

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

Section 34. RIGHTS AND REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 35. VENUE

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

Section 36. ATTORNEY'S FEES

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

Section 37. AUTHORITY

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the

Eric S. Vail City Attorney

EXHIBIT "A"

Greater Coachella Valley Chamber of Commerce -Scope of Services for City of Cathedral City Fiscal Year 18/19

A description of services provided to the City of Cathedral City (City) in addition to the traditional functions of the Greater Coachella Valley Chamber of Commerce (Chamber).

A. <u>VISITOR CENTER AND MARKETING</u>: Provide information, local marketing, and support materials to the public

The Chamber shall serve as the City's Visitor Information & Welcome Center at a location within the City and shall be responsible for marketing the City to visitors to the Center. This includes conveying information regarding all licensed businesses and activities within the City in a positive and professional manner via all forms of communication. The Center may refer to a business outside the City if no equivalent service exists within the City or if the visitor specifically requests such information. For purposes of this Agreement, the Chamber shall show no deference to Chamber members versus other city businesses.

The Chamber shall maintain and make available a local directory and information packets, and provide other visitor and business assistance information. The Chamber shall maintain reference materials on local and regional attractions; City services; residential, senior and affordable housing; special events; public art; shopping and retail throughout Cathedral City; and transportation services. Promotion of this information shall be prioritized as follows:

- Cathedral City businesses and events, whether or not affiliated with the Chamber
- Non-Cathedral City businesses and events affiliated with the Chamber
- Non-Chamber businesses outside the City

The Chamber shall log the number of contacts (visitors received and telephone inquiries) and the type of information requested for inclusion in its Quarterly Activity Reports. The Chamber shall notify the City's Economic Development Director and Business Development Manager in a timely manner of inquiries of economic interest to the City and of inquiries necessitating a response by the City.

The Visitor Center shall be staffed Tuesday through Friday, 8:30am to 4:30pm (closed one hour for lunch). When the local office is closed, all phone calls and emails will be forwarded to the main Chamber office for immediate response. The Center may be closed for holidays*, special events, or unforeseen circumstances. The Chamber shall provide timely notification to the City's Economic Development Director and Business Development Manager of these occurrences.

* Holidays: January 1 (New Year's Day), Martin Luther King Jr.'s Birthday, Memorial Day, July 4th (Independence Day), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day

Visitor Center and Marketing:						
Annual Labor (hours)	Annual Labor (cost)	Annual Operational Cost	Total Cost	Chamber Share of Cost	City Cost	
1,664	\$58,240	\$14,500	\$72,740	65%	\$25,500	

B. <u>ECONOMIC DEVELOPMENT</u>: Outreach to new businesses; support existing businesses; and collect data

The Chamber shall maintain a "Business Welcome Packet" comprised of a joint letter from the Mayor and Chamber Board Chair, Chamber membership application, a Community Profile, City business license application, and City services directory, or other material as appropriate. The Chamber shall provide these packets to the Business Development Manager for use by the Business License division for distribution to new and renewing business license applicants. The City will notify the Chamber of restocking needs allowing for up to 3 business days for a turnaround.

The City will provide the Chamber with a list of new and renewing in-town/non-home based business license applicants on a monthly basis. The Chamber shall contact these businesses (business visit, phone, and/or email as appropriate) within 30 days of notification to welcome them as a member of the City's business community and enable the Chamber to proactively grow its membership by conveying Chamber benefits. The Chamber shall log each contact for inclusion in its Quarterly Activity Reports.

To strengthen connections with the business community, the Chamber shall organize and conduct monthly "business walks" with City participation to facilitate ongoing relationship building. A minimum of 10 businesses are to be visited during each walk. To connect with the City's many Latino-owned businesses, at least one participant should be fluent in Spanish. Input on 2 to 3 questions should be sought to better understand and support the business community, such as desired Chamber services relative to business ownership and customer base. Information such as Chamber member benefits, Chamber and City events, and Chamber/City contact cards should be distributed during these walks. The Chamber shall log its visits and responses to its inquiries for inclusion in its Quarterly Activity Reports. Scheduling during the 3 months of summer may be adjusted to accommodate weather conditions.

The Chamber shall seek input from the business community on City guidelines and programs that may impact business activity (i.e., sustainability and signage) by performing up to 4 inquiries per year on behalf of the City. The results shall be reported to the City's Economic Development Director and Business Development Manager.

Economic Development: Business Support Services						
Annual Labor (hours)	Annual Labor (cost)	Annual Operational Cost	Total Cost	Chamber Share of Cost	City Cost	
420	\$14,700	\$1,000	\$15,700	32%	\$10,000	

C. City Events: Host State of the City, conduct Orion Awards, and provide a marketing presence

The Chamber shall organize and host the annual State of the City for the Mayor's presentation of the City's progress and development efforts. The City will provide content for the event. The Chamber shall provide the City with sufficient notice of the specific date of the event to allow for adequate preparation time. The Chamber shall also conduct the annual Orion Awards event to celebrate the business community. Additionally, the Chamber shall use its monthly/or other events to provide business support and education that includes a focus on the many Latino-owned businesses in the City.

The Chamber shall manage and fund all elements of the State of the City and the Orion Awards events, including marketing, logistics, permitting, license, budget, and other components as necessary. The Chamber may keep all profits associated with these events, including sponsorships and ticket sales in an effort to offset Chamber costs.

The Chamber shall provide the City with a set number of passes as follows for the various Chamber events in which City leaders are an integral party to:

- State of the City 10 passes
- Annual Community Recognition Event (i.e., Orion Awards) 20 passes
- Monthly Event (i.e., Chamber lunches) 5 passes each
- Other Events 5 passes each

The Chamber shall host and promote a "Wedding and Quinceañera" Expo as their major business expo for the West Valley. The Expo shall take place in Cathedral City and focus on the promotion of local businesses serving these and other special events. The City shall be allocated display space at no cost.

Chamber activities shall also include monthly "Tips 'n Tricks", business mixers and special Chamber events. Chamber will provide timely notice, via email, to the Economic Development Director and Business Development Manager all City related events. Business support and education shall be incorporated into these events based on an awareness of the individuals who comprise Cathedral City's business community and its customer base. Partner with other organizations such as CVEP, SBA, and GCVWBC to promote events in both English and Spanish. Partnership and mutual promotion shall be conducted free of charge and in a timely manner. The City's Economic Development Department will promote Chamber events via the City's Business e-Newsletter (with flyers when provided) and conversely, Chamber shall promote City events.

The Chamber shall staff the information booth at the City's three annual signature events: Balloon Festival, LGBT Days, and Taste of Jalisco. A booth will be supplied to the Chamber at no cost, as well as other event requirements such as permits.

Events: Recognize and inform businesses						
Annual Labor	Annual Labor	Annual	Total Cost	Chamber	City Cost	
(hours)	Cost	Operational		Share of Cost		
		Cost				

519	\$18,165	\$38,233	\$56,398	70%	\$16,000
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D. <u>CITY PROMOTION</u>: Create and promote a "Local First Cathedral City" program; identify business clusters; and provide material support

The Chamber shall further promote its "Local First Cathedral City" Program by expanding upon the website and local directory that the Chamber began under the FY17/18 Agreement. This branding/marketing campaign is intended to drive customers to city businesses and shall include promotion of the targeted website, website splash pages, other social media, print materials, and giveaways. The Program may include local discounts with reliance on individual businesses to supply these.

To further promote public awareness of city businesses, the Chamber shall identify business clusters within the City (i.e., restaurants, hotels, and auto services) and provide support directed at these clusters that includes meetings with key industry and segment leaders, website promos, visitor guides and other business drivers.

The Chamber can be a key participant and promoter of City events. To do so, the Chamber shall monitor the City's events website (www.DiscoverCathedralCity.com) and coordinate on a regular basis with the City's Communications and Events Manager to obtain information about these events and to share cross-promotional information. The Chamber shall also convey timely information to its members via its social media broadcasts, email notices, and on the Chamber website regarding roadway construction projects, utility upgrades, and other public service information it receives from the City or other public agency.

<u>City Promotion</u> "Local First" Campaign and Business Clusters					
Annual Labor (hours)	Annual Labor Cost	Annual Operational (Mktg) Cost	Total Cost	Chamber Share of Cost	City Cost
178	\$6,230	\$5,300	\$11,530	26%	\$3,030

EXHIBIT "B"

Greater Coachella Valley Chamber of Commerce -Payment Program for City of Cathedral City

Fiscal Year 18/19

Section 1. Invoices

The Service Provider shall submit quarterly invoices to the City's Accounting Manager with a copy to the City's Business Development Manager at the end of each quarter. For the purpose of this Agreement, quarters end on:

 Quarter 1 - September 30, 2018
 Quarter 3 - March 31, 2019

 Quarter 2 - December 31, 2018
 Quarter 4 - June 30, 2019

Invoices shall be submitted within thirty (30) days of the end of each quarter pending satisfactory submittal of the Service Provider's Quarterly Scope of Service Activity and Budget Reports to the City, and completion of the City/Chamber Quarterly Meeting.

Section 2. Scope of Services

Each invoice shall include a copy of the Scope of Services, Exhibit "A" of the Service Provider Agreement.

Section 3. Payment

The City shall pay the Service Provider within thirty (30) days of receipt of an invoice, except as otherwise provided for herein. Payment shall be made in \$15,000 installments for Quarters 1 through 4, bringing the annual total to \$60,000 unless, however, the Quarter 4 payment is adjusted in accordance with any and all services not completed per the Scope of Services as identified in Exhibit A.

Section 4. Contested Invoices

- A. Payment to the Service Provider shall not be made within the thirty (30) days of receipt of any invoice that is contested or questioned and returned by the City with a written explanation within the thirty (30) days of receipt of invoice.
- B. The Service Provider shall provide the City with a written response to any invoice contested or questioned, and upon request of the City, the Service Provider shall provide the City with any and all documents related to any invoice.

<u>Section 5</u>. Early Termination or Suspension

- A. In the event of early termination or suspension, the City shall compensate the Service Provider for all services rendered pursuant to the Agreement up to the time of the effective date of the early termination or suspension.
- B. Compensation for services rendered in connection with a task that has not been completed at the time of the effective date of the early termination or suspension shall be provided to the Service Provider on a prorated basis to reflect the percentage of the specific task that has been completed at the aforementioned time.



Cathedral City

Agenda Report

File #: 2018-177 Item No: 5.C.

City Council

MEETING DATE: 6/13/2018

TITLE:

Updated Review of Replacement of Fire Station 411 at 36-913 Date Palm Dr.

FROM:

Tami Scott, Administrative Services Director

Paul Wilson, Fire Chief

RECOMMENDATION:

Staff recommends the City Council receive an update on the replacement of Fire Station 411 located at 36-913 Date Palm Dr.

BACKGROUND:

The City Urban Revitalization Corporation (CURC) negotiated with the Agua Caliente Band of Cahuilla Indians for the tribe to acquire CURC owned land, at the corner of Date Palm Dr. and East Palm Canyon. The City's fire station #411 is currently located on a portion of the property. The proceeds from the sale of parcels to the tribe are earmarked, by CURC, for replacement of the fire station. The fire station will be situated on City owned land, located at Buddy Rogers Ave. and Date Palm Dr., on a portion of the site of the former Second Street Park.

CURC and fire department staff have been working with Griffin Structures Inc., Construction Management and LPA Architects on the site plans, floor plans and building elevations, which was previously presented to City Council for review and input on January 24, 2018.

The facility is designed for eight firefighter/paramedics and three emergency apparatus (ambulance, fire engine, and future ladder truck). The fire station is planned to serve the community for the next fifty years.

DISCUSSION:

Griffin Structures Inc. and LPA Architects have prepared updated fire station elevations and design finishes.

The following steps have been completed;

File #: 2018-177 Item No: 5.C.

- -Bridging Document Preparation
- -Architectural Review Committee meetings March 21, 2018 and May 2, 2018
- -Planning Commission meeting May 16, 2018

As a result, the attached portrays the updated design of the new Fire Station for Council final review. The next steps are as follows:

- -Design-Build Contractor Prequalification and Bidding
- -City Urban Revitalization Corporation Award of Bid
- -Construction Document Preparation, Approval and Permitting
- -Construction Fall 2018

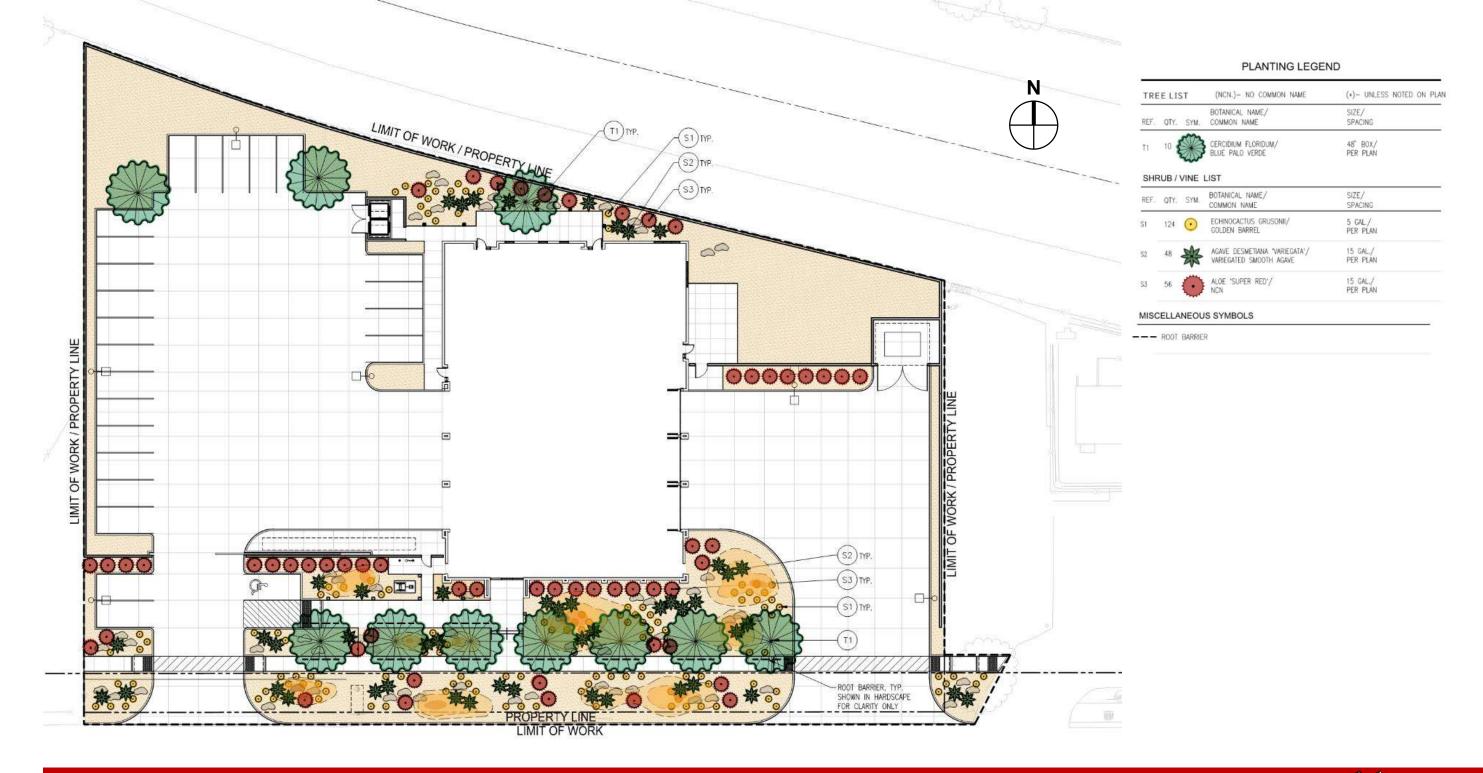
FISCAL IMPACT:

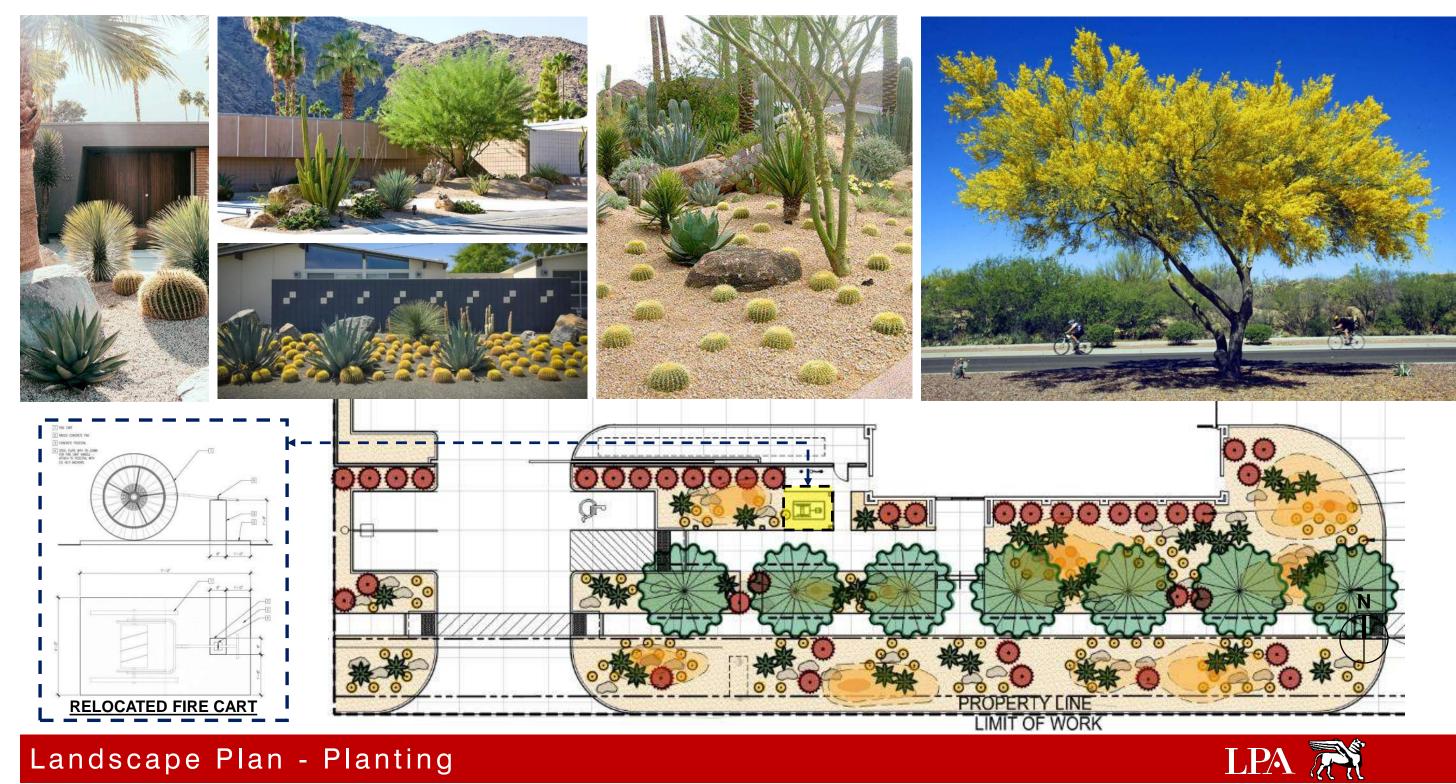
The fire station site is on City owned land and the City Urban Revitalization Corporation has committed \$6.0 million toward the replacement of the fire station, which currently creates a gap in total estimated cost of construction of \$2.5 million dollars.

ATTACHMENTS:

Presentation













LPA That thank you



Cathedral City

Agenda Report

City Council

MEETING DATE: 6/13/2018

TITLE:

New Fire Station 411 Funding & CEQA Exemption

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute all documents necessary to provide a secured loan from the City of Cathedral City to City Urban Revitalization Corporation in the principal amount of \$2.5 million to fully fund development of replacement Fire Station 411.

Staff recommends that the City Council APPROVE an exemption to the California Environmental Quality Act (CEQA) pursuant to Section No. 15303, Class No. 3 (New Construction or Conversion of Small Structures). The Fire Station is approximately 9,080 square feet in floor area, is in an area that is not environmentally sensitive, is served by public utilities, and the Fire Station will not involve the use of significant amounts of hazardous material.

BACKGROUND:

The City Urban Revitalization Corporation, a California public benefit non-profit corporation whose mission is to reduce the burdens of local government ("CURC"), has committed funds to provide assistance in the development of a replacement fire station for Fire Station 411, currently located at 36913 Date Palm. The replacement fire station will be constructed through CURC on City owned land located northerly of Buddy Rogers at the terminus of Allen Avenue (APN's: 687-180-009 and 687-180-011), commonly referred to as the Second Street Park.

DISCUSSION:

As presented in the January 23, 2018 presentation of the proposed Fire Station design, the estimated cost of this replacement fire station is \$8.5 million. CURC is providing \$6.0 million in funds derived from the sale proceeds of former CURC owned real estate and, if approved by the City Council, will borrow the remaining \$2.5 million from the City, to be secured by additional CURC owned real estate consisting of approximately 11 acres of land encompassing three assessor parcels (APN's 687-500-018, 687-500-001 and 687-500-003) located southerly of East Palm Canyon, westerly of Date Palm Drive, northerly of the East Cathedral Canyon Flood Control Channel and D Street, and easterly of Van Fleet Avenue. The loan will be for 5 years, to accrue simple interest at the rate of 4.5% per year,

all to be due and payable at loan maturity, with no prepayment penalty. Sale or lease proceeds for all or any portion of the collaterized real estate would be used to pay down or retire this CURC debt.

FISCAL IMPACT:

\$2.5 million dollars from General Fund reserves secured by real estate.

ATTACHMENTS:

Loan Agreement Promissory Note

Deed of Trust, Assignment of Rents, Security Agreement & Fixture Filing

FIRE STATION LOAN AGREEMENT

THIS FIRE STATION LOAN AGREEMENT ("Agreement") is entered into as of _______, 2018 ("Effective Date"), by and between the CITY OF CATHEDRAL CITY, a municipal corporation ("City") and the CITY URBAN REVITALIZATION CORPORATION, a California non-profit public benefit corporation ("CURC"). City and CURC are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

- A. CURC is a California 501(c)(3) non-profit public benefit corporation, whose charitable purpose is to assist and alleviate the burdens upon local government, including by fostering economic development with the City's downtown core.
- B. In 2017, CURC negotiated with the Agua Caliente Band of Cahuilla Indians ("Agua Caliente") regarding the development of a casino/hotel project ("Casino Project") near the City's downtown core. To complete the Casino Project, Agua Caliente needed to acquire land from CURC, the City, and other third parties. Among other things, Agua Caliente needed to acquire the CURC owned parcel ("Existing Parcel") where City Fire Station No. 411 is presently located ("Existing Station").
- C. To facilitate the Casino Project, CURC acquired the Existing Parcel and Existing Station from the City on December 15, 2016. City and CURC also entered into that certain Lease-Back Agreement dated December 15, 2016 (the "Lease-Back Agreement"), by which CURC, following its acquisition of the Existing Parcel, has leased the Existing Parcel and Existing Station back to the City for use until the Replacement Station (defined below) is completed and accepted. Agua Caliente acquired the Existing Parcel and Existing Station from CURC on August 18, 2017, subject to the Lease-Back Agreement.
- D. In connection with CURC's obligation to contract the Replacement Station, CURC and the City entered into that certain "Access and Construction License Agreement" dated September 13, 2017 ("Construction License") allowing CURC and its contractors and other representatives access to the Replacement Parcel (defined below) for the purposes of constructing the Replacement Facility.
- E. As part of the Lease-Back Agreement, City and CURC agreed that CURC would, at its sole cost and expense, design, develop, construct and dedicate a replacement fire station (the "**Replacement Station**") on that certain City-owned parcel located at 68752 Buddy Rogers Drive, Cathedral City, California, more particularly described as Assessor's Parcel Numbers 687-181-009 and 687-181-011 ("**Replacement Parcel**") before the Lease-Back Agreement can be terminated.
- F. In the Lease-Back Agreement and by letter dated January 26, 2017 ("Letter Agreement"), CURC agreed that: (1) CURC will, at no expense to the City, contract with a project management firm (more fully described in Recital G, below) to design, bid, and build the Replacement Station on the Replacement Parcel in accordance with all applicable laws, including California's prevailing wage statutes; (2) all plans and specifications for the Replacement Station will be subject to the City's approval; (3) CURC will contractually guarantee that Agua Caliente cannot terminate the

Lease-Back Agreement until CURC has constructed and the City has accepted the Replacement Station; (4) subject only to force majeure delays, the Replacement Station will be completed no later than 36 months from the close of escrow for the sale of the Existing Parcel from CURC to Agua Caliente; and (5) CURC's obligation to construct the Replacement Station may not be assigned and will remain CURC's obligation.

- G. CURC and Griffin Structures, Inc. ("**Project Manager**") have entered into that certain "Agreement for Project and Construction Management and Related Owner Representation Services" ("**PM Agreement**") dated August 21, 2017, by which CURC retained the Project Manager to manage the design, construction and other aspects of the Replacement Station, as more specifically set forth in the PM Agreement. Pursuant to the PM Agreement, an appropriately licensed general contractor ("**General Contractor**") will be engaged to oversee the construction of the Replacement Station on the Replacement Parcel. The Project Manager has advised CURC that the total estimated design and construction costs currently exceed the funds that CURC has on hand to design and construct the Replacement Station by approximately Two Million Five Hundred Thousand Dollars (\$2,500,000) ("**Funding Gap**").
- H. In consideration for CURC's commitment to construct the Replacement Station on the Replacement Parcel at its sole cost, the City desires to loan to CURC, on the terms set forth herein, the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) for the purposes of filling the Funding Gap.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the Lease-Back Agreement, the Note (defined in Section 1.B below), and the Deed of Trust (defined in Section 1.B below), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS

Section 1. Loan Commitment.

- A. <u>Loan Term and Amount</u>. In consideration of CURC's agreements hereunder, including its commitment to design and construct the Replacement Station on the Replacement Parcel at its sole expense, City agrees to provide a secured loan to CURC in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) ("**Loan**") to fund a portion of the costs of designing and constructing the Replacement Station ("**Work**"). All unpaid portions of the Loan shall bear simple interest at four and one-half percent (4.5%) per annum, compounded annually, commencing on the date of disbursement of the Loan and continuing thereafter until the Loan is repaid in full. The Loan proceeds will be distributed directly to CURC in one (1) lump sum payment within three (3) business days following CURC's written demand, which may be made at any time following the Effective Date of this Agreement.
- B. <u>Promissory Note and Deed of Trust</u>. The Loan shall be evidenced by a promissory note ("**Note**") in the form of <u>Exhibit A</u>, attached hereto and incorporated herein. As security for CURC's obligation to repay the Loan, CURC shall grant to City a first priority position deed of trust in that certain real property that CURC owns in fee designated as Riverside County

Assessor's Parcel Numbers 687-500-018, 687-500-001, and 687-500-003, and more particularly identified in the deed of trust attached hereto as Exhibit B ("**Deed of Trust**").

- C. <u>No Periodic Payments; Maturity Date; Acceleration Events.</u> CURC is not required to make periodic payments of either principal or of interest under this Agreement, the Note, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust. Except as provided in Section 29 of the Deed of Trust, the entire principal balance of the Loan and all accrued interest thereon will be immediately due and payable in full upon the earlier of: (i) the fifth (5th) anniversary ("**Maturity Date**") of the date of disbursement of the Loan Proceeds; and (ii) the occurrence of any Default by CURC under this Agreement or the occurrence of any event of default by CURC under the Note or Deed of Trust, following notice and expiration of any applicable cure periods.
- Section 2. Restrictions on CURC's Use of Loan. CURC covenants that the proceeds of the Loan shall be used solely to finance costs incurred in connection with the design, construction, and installation of the Replacement Station pursuant to valid, bona fide contracts made by CURC in the ordinary course of its business. The Loan proceeds shall not be used for any purpose other than as set forth in this Section 2. City shall not be responsible for any costs or charges incurred in the construction of the Replacement Station, except as expressly set forth herein with respect to funding of the Loan.
- Section 3. Prevailing Wage Requirements. CURC acknowledges and agrees that the Replacement Station constitutes a "public work" as defined in Labor Code section 1720 et seq. in that such Replacement Station involves the construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds. CURC shall comply with all applicable State Labor Code requirements. CURC shall require the general contractor for the Replacement Station to post on the Replacement Parcel prevailing wage rates for all applicable trades and to submit certified copies of payroll records to CURC. CURC shall provide such records monthly to City to ensure compliance with State Labor Code requirements pertaining to "public works." CURC shall also include in the construction contract a provision, in a form acceptable to City, obligating CURC's General Contractor to require its subcontractors to comply with all State Labor Code requirements pertaining to "public works," and, with respect to CURC's General Contractor and its subcontractors, to submit certified copies of payroll records to CURC. CURC shall provide such payroll records monthly to City.
- **Section 4.** <u>Insurance</u>. Prior to commencing construction of the Replacement Station and until recordation of a Notice of Completion with respect to such work, CURC, at no cost or expense to City, shall procure and maintain (or shall cause the General Contractor or Project Manager to procure and maintain) the following insurance policies:
- A. <u>Workers' Compensation Coverage</u>. Workers' Compensation Insurance and Employer's Liability Insurance for CURC's employees in accordance with the laws of the State of California. In addition, CURC shall require each contractor and subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the contractor's or subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City and its officers, agents, employees and volunteers for losses arising from the Replacement Station work.

- B. <u>General Liability Coverage</u>. Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- C. <u>Automobile Liability Coverage</u>. Automobile liability insurance covering bodily injury and property damage for all activities of CURC and its General Contractor and any subcontractors arising out of or in connection with design and construction of the Replacement Station, including coverage for owned, hired and non-owned vehicles, in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for each occurrence.
- D. <u>Builder's Risk Coverage</u>. During any construction of the Replacement Station, a Builder's All-Risk policy with extended coverage with course of construction and completed value endorsements, for an amount at least equal to the full insurable value of the Replacement Station.
- E. <u>Policy Endorsements</u>. Each insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- (i) City and its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the work performed by or on behalf of the CURC, including materials, parts or equipment furnished in connection with such work or operations.
- (ii) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance, self-insurance or joint self-insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
- (iii) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (iv) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or its elected or appointed officers, officials, employees, agents or volunteers.
- (v) The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.
- F. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, CURC shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

- G. <u>Certificates of Insurance and Endorsements</u>. CURC shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of the construction of the Replacement Station. Current certificates of insurance shall be kept on file with the City at all times during the design and construction of the Replacement Station.
- **Section 5.** <u>Title Insurance</u>. City, at CURC's sole cost and expense, may obtain a CLTA or ALTA Lender's Policy of Title Insurance in the full amount of the Note, to protect City against the unenforceability or invalidity of the Note and Deed of Trust due to the existence of a more senior non-statutory lien or encumbrance of record against the Property.
- Section 6. <u>Indemnification.</u> CURC shall defend, assume all responsibility for and hold the City, and its respective officers, elected officials, volunteers, employees and agents, harmless from all demands, claims, actions, liabilities and damages, including damage to any property or injury to or death of any person (including attorneys' fees and costs), arising out of or caused by any of CURC's activities under this Agreement, including the design, construction and installation of the Replacement Station, whether such activities or performance thereof be by CURC or anyone directly or indirectly employed or contracted with by CURC and whether such damage shall accrue or be discovered before or after completion of the Replacement Station. The foregoing defense and indemnity obligations will not apply to any claims, damages, or other losses to the extent attributable to the City's (or its official's, officer's, employee's, consultant's, contractor's, or representative's) negligence or willful misconduct.

Section 7. Default and Remedies.

- A. <u>CURC Defaults</u>. Any one or all of the following events shall constitute a default by CURC:
 - 1. Any materially misleading statement or misrepresentation by CURC herein or in any other writing at any time furnished by CURC to City;
 - 2. Nonperformance when due of any of the obligations of CURC described herein, or failure to perform any CURC obligation or covenant contained herein;
 - 3. Failure of CURC to repay the Loan when due and such failure continues for a period of ten (10) days after such payment is due;
 - 4. The filing of any liens, levy, attachment, executions, tax assessments or similar processes against the Replacement Property not released (or bonded over) within twenty (20) days; or
 - 5. CURC's failure to use the Loan proceeds for any purpose other than the purposes set forth in Section 2 of this Agreement.
- B. <u>City Defaults</u>. Any one or all of the following events shall constitute a default by City:

- 1. Nonperformance when due of any of the obligations of City described herein, or failure to perform any City obligation or covenant contained herein.
- C. <u>Notice and Cure; Remedies</u>. Upon the occurrence of a default by any Party, in addition to its rights and remedies prescribed in the Note and Deed of Trust or otherwise available at law or in equity, the non-defaulting Party shall have the right to terminate this Agreement, the Lease-Back Agreement, and the Letter Agreement with written notice to the defaulting Party. The defaulting Party will thereupon have a period of fifteen (15) days from its receipt of such notice within which to remedy or cure the default, if possible. If the defaulting Party fails to duly remedy the default within such period to the satisfaction of the non-defaulting Party, this Agreement, the Lease-Back Agreement, and the Letter Agreement will terminate. Following such termination, the non-defaulting Party shall have no further obligations under this Agreement, the Lease-Back Agreement, and the Letter Agreement.
- Force Majeure. Subject to the limitations set forth below, the time within which D. either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs, and other labor difficulties; Acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Replacement Station; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development, or the provision of services that prevents, prohibits, or delays construction of the Replacement Station; enemy action; civil disturbances; wars; terrorist acts; fire; unavoidable casualties; and litigation or other administrative or judicial proceeding involving the Replacement Station or this Agreement (each a "Force Majeure Delay"). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if written notice in accordance with Section 8(E) is sent by the Party claiming such extension to the other Party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and CURC. Downturns in the economy or CURC's inability or failure to obtain financing for the Replacement Station shall not be deemed to be causes outside the reasonable control of CURC and shall not be the basis for a Force Majeure Delay.
- E. <u>No Liability of City</u>. No member, official or employee of the City shall be personally liable to CURC, or any successor in interest, in the event of any default or breach by City under this Agreement or for any amount which may become due to CURC or City or any successor or on any obligations under the terms of this Agreement.
- F. <u>Non-Recourse</u>. All obligations arising under or related to this Agreement, the Note, the Lease-Back Agreement, the Letter Agreement, and the Deed of Trust are fully and unconditionally non-recourse to CURC and its officers, officials, employees, agents, and contractors. All amounts due or to become due for any reason under this Agreement, the Note, or the Deed of Trust

may be satisfied solely from the exercise of the City's rights and remedies against the Mortgaged Property (as defined in the Deed of Trust) and under no circumstances will CURC's present or future real and personal property assets other than the Mortgaged Property be liable for the satisfaction of any amounts that may become due under this Agreement, the Note, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust.

Section 8. Miscellaneous Provisions.

- A. <u>Transfer or Assignment</u>. CURC shall not transfer or assign this Agreement or its obligation to construct the Replacement Station.
- B. <u>Compliance With Governmental Regulations</u>. CURC shall, at its sole cost and expense, comply with all applicable municipal, county, state and federal laws, rules, regulations and ordinances now in force, or which may hereafter be in force, pertaining to any and all activities contemplated under this Agreement, including the State's Prevailing Wage Laws, the Americans with Disabilities Act of 1990 ("ADA"), and any amendments to the ADA, as well as all other applicable laws regarding access to, employment of and service to individuals covered by the ADA.
- C. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the procedural and substantive laws of the State of California, without regard to its choice of laws principles. Any legal action or proceeding (including arbitration) brought relating to this Agreement, the Note, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust shall be held exclusively in a state court in the County of Riverside, California, except as may be otherwise provided by California law for actions between private parties and public entities.
- D. <u>Time of the Essence</u>. Time is of the essence of each and every provision of this Agreement.
- E. <u>Notices</u>. Notices or other communications given under this Agreement shall be in writing and shall be served personally or transmitted by first class mail, postage prepaid. Notices shall be deemed received either at the time of actual receipt or, if mailed in accordance herewith, on the third (3rd) business day after mailing, whichever occurs first. Notices shall be directed to the Parties at the following addresses or at such other addresses as the Parties may indicate by notice:

City: City of Cathedral City

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

Attention: Administrative Services Director

with a copy to: Burke, Williams & Sorensen

1600 Iowa Avenue, Suite 250 Riverside, CA 92507-7426

Attention: Eric Vail, City Attorney

CURC: City Urban Revitalization Corporation

68-700 Avenida Lalo Guerrero

Cathedral City, CA 92234 Attention: Executive Director

with a copy to: Gresham Savage Nolan & Tilden, PC

550 E. Hospitality Lane, Suite 300

San Bernardino, CA 92408 Attention: Kevin Randolph

- F. <u>Severability</u>. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.
- G. <u>Waiver</u>. 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 waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.
- H. <u>Interpretation</u>. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by all Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.
- I. <u>Further Assurances</u>. The Parties shall execute, acknowledge, file or record such other instruments and statements and shall take such additional action as may be necessary to carry out the purpose and intent of this Agreement.
- J. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, legal representatives, successors and assigns.
- K. <u>Entire Agreement</u>. This Agreement and Exhibits A and B, which are incorporated herein, together constitute the entire agreement between the Parties and supersede all prior or contemporaneous agreements, representations, warranties and understandings of the Parties concerning the subject matter contained herein, written or oral. No change, modification, addendum or amendment to any provision of this Agreement shall be valid unless executed in writing by each Party hereto.
- L. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- M. <u>Authority City</u>. City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated herein in the execution, delivery and performance of this Agreement. Furthermore, the execution and

delivery of this Agreement has been duly authorized and no other action by City is required in order to make it a valid and binding contractual obligation of City. The individual(s) executing this Agreement on behalf of City are authorized to do so.

N. <u>Authority – CURC</u>. CURC, and each person executing this Agreement on behalf of CURC, does hereby covenant and warrant that (i) it is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (ii) it is duly qualified to do business in California, (iii) it has full corporate, partnership, trust, association or other power and authority to enter into this Agreement and to perform all of its obligations hereunder, and (iv) each person (and all of the persons if more than one signs) signing this Agreement on behalf of CURC, as applicable, is duly and validly authorized to do so.

[SIGNATURES ON FOLLOWING PAGES]

year first above written.			
	CITY:		
	CITY OF CATHEDRAL CITY, a municipal corporation		
	Charles P. McClendon, City Manager		
ATTEST:			
Gary F. Howell, City Clerk			
APPROVED AS TO FORM:			
Eric S. Vail, City Attorney			
	CURC:		
	CITY URBAN REVITALIZATION CORPORATION, a California non-profit corporation		
	By:		
	By:		
APPROVED AS TO FORM:			
GRESHAM SAVAGE NOLAN & TILDEN, a professional corporation			
Kevin K. Randolph, General Counsel			

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and

EXHIBIT A

PROMISSORY NOTE

Not to Exceed \$2,500,000	, 2018	
Cathedral City, California	("Effective Date")	

For value received, City Urban Revitalization Corporation, a California nonprofit public benefit corporation ("CURC"), promises to pay to the City of Cathedral City, a municipal corporation ("City"), or order, at 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234, or such other place as the City may from time to time designate in writing, the principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) ("Loan"), or as much thereof as has been disbursed by City to CURC, in lawful money of the United States of America, together with interest thereon, subject to and in accordance with the terms, conditions and limitations contained in this Promissory Note ("Note").

- 2. Except as otherwise provided in Section 9 below, the Loan shall accrue simple interest at four and one-half percent (4.5%) per annum, compounded annually, commencing upon the date of disbursement of the Loan proceeds and continuing thereafter until the Loan is repaid in full. CURC is not required to make periodic payments of either principal or of interest under this Note. Except as provided in Section 29 of the Deed of Trust, the entire principal balance of the Loan and all accrued interest thereon shall be immediately due and payable in full upon the earlier of: (i) the fifth (5th) anniversary ("Maturity Date") of the date of disbursement of the Loan proceeds; and (ii) the occurrence of any default by CURC under the Loan Agreement, this Note, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust, following notice and expiration of any applicable cure periods.
- 3. In the event of a default by CURC under the Loan Agreement, this Note or the Deed of Trust, the entire principal and interest balance of the Loan shall be immediately due and payable in full as provided in Sections 8 and 9, below.
- 4. CURC shall have the right to prepay all or a portion of the principal and interest due under this Note without any charge or penalty.

- 5. Except as provided in Section 29 of the Deed of Trust, the entire unpaid principal balance and all interest and other sums accrued hereunder shall be due and payable upon a transfer, absent City consent, of all or any part of the Property or the improvements located or hereafter constructed on the Property (the "**Improvements**"), or any interest therein.
- 6. Any notice to CURC provided for in this Note shall be given by personal delivery or by mailing such notice by first class or certified mail, return receipt requested, addressed to CURC at the address stated below, or to such other address CURC may designate by written notice to the City. Any notice to the City shall be given by personal delivery or by mailing such notice by first class or certified mail, return receipt requested, to the City at the address stated above, or at such other address as may have been designated by written notice to CURC. Mailed notices shall be deemed delivered and received three (3) days after deposit in accordance with this provision in the United States mail.

City: City of Cathedral City

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

Attention: Administrative Services Director

with a copy to: Burke, Williams & Sorensen

1600 Iowa Avenue, Suite 250 Riverside, CA 92507-7426

Attention: Eric Vail, City Attorney

CURC: City Urban Revitalization Corporation

68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: Executive Director

with a copy to: Gresham Savage Nolan & Tilden, PC

550 E. Hospitality Lane, Suite 300

San Bernardino, CA 92408 Attention: Kevin Randolph

- 7. Any default by CURC under the Loan Agreement, Deed of Trust, or this Note shall constitute an event of default under this Note. Upon the occurrence of any event of default by CURC, or at any time thereafter, at the option of the City, the entire principal balance of this Note and all accrued interest, shall become immediately due and payable. City's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. City's failure in the exercise of any other right or remedy hereunder or under any agreement which secures the indebtedness related thereto shall not affect any right or remedy and no single or partial exercise of any such right or remedy shall preclude any further exercise thereof.
- 8. Upon the occurrence of a default, interest shall automatically be increased without notice to the rate ("**Default Rate**") equal to the lesser of ten percent (10%) per annum or the maximum rate permitted by law; provided however, if any payment due hereunder is not paid when due, the Default Rate shall apply commencing upon the due date for such payment. The

imposition or acceptance of the Default Rate shall in no even constitute a waiver of a default under this Note or prevent City from exercising any of its other rights or remedies.

- 9. CURC agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the City or adjudged by a Court: (a) reasonable costs of collection, costs and expenses, and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note or any part of it or of any covenant of this Note, whether or not suit is filed; (b) costs of suit and such sum as the Court may adjudge as reasonable attorneys' fees in any action to enforce payment of this Note or any part of it; and (c) costs of suit and such sum as the Court may adjudge as attorneys' fees in any other litigation or controversy connected with this Note, including, but not limited to actions for declaratory relief that the City is required to prosecute and defend and actions for relief based on rescission, or actions to cancel this Note that the City is required to defend.
 - 10. Neither the City nor CURC may transfer or assign this Note.
- 11. (a) CURC and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any Party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.
- (b) All obligations arising under or related to this Note, the Lease-Back Agreement, the Letter Agreement, the Loan Agreement, and the Deed of Trust are fully and unconditionally non-recourse to CURC and its officers, officials, employees, agents, and contractors. All amounts due or to become due for any reason under the Loan Agreement, this Note, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust may be satisfied solely from the exercise of the City's rights and remedies against the Mortgaged Property (as defined in the Deed of Trust) and under no circumstances will CURC's present or future real and personal property assets other than the Mortgaged Property be liable for the satisfaction of any amounts that may become due under this Note, the Loan Agreement, the Lease-Back Agreement, the Letter Agreement, or the Deed of Trust.
- 12. This Note and all of the covenants, promises and agreements contained in it shall be binding upon and inure to the benefit of the respective legal and personal representatives, devises, heirs, successors and assigns of the City and CURC.
- 13. The relationship between City and CURC under this Note is solely that of borrower and lender, and the indebtedness evidenced by this Note and secured by the Deed of Trust will in no manner make City the partner or joint venturer of CURC.
 - 14. Time is of the essence with respect to every provision of this Note.
- 15. This Note shall be construed in accordance with and be governed by the procedural and substantive laws of the State of California, without regard to its conflicts of laws principles. Any legal action or proceeding (including arbitration) filed in connection with the Loan

Agreement, this Note, the Lease-Back Agreem shall be filed and litigated in the Superior Court otherwise provided by California law for action	of Riversi	de County, California, excep	t as may be
Executed at Cathedral City, California, on this		day of	, 2018.
	CURC:		
	CITY URBAN REVITALIZATION CORPORATION, a California non-profit corporation		
	By:		
	Its:	Executive Director	
APPROVED AS TO FORM:			
GRESHAM SAVAGE NOLAN & TILDEN, a professional corporation			
Kevin K. Randolph, General Counsel			

EXHIBIT B

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: Administrative Services Director

EXEMPT FROM RECORDING FEES PER GOVERNMENT CODE §§6103, 27383

Space above this line for Recorder's use.

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") is made as of _______, 2018, by CITY URBAN REVITALIZATION CORPORATION, a California non-profit corporation, whose address is 68700 Avenida Lalo Guerrero, Cathedral City, CA 92234 as trustor ("**Borrower**"), to ______, whose address is ______, as trustee ("**Trustee**"), for the benefit of the CITY OF CATHEDRAL CITY, a California municipal corporation ("**Lender**").

To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower GRANTS, ASSIGNS, BARGAINS, SELLS, AND CONVEYS to Trustee, in trust, the Mortgaged Property, with power of sale and right of entry and possession, subject only to the Permitted Encumbrances, to have and to hold the Mortgaged Property, and Borrower does hereby bind itself, its successors, and its assigns to warrant and forever defend the title to the Mortgaged Property to Trustee against anyone lawfully claiming it or any part of it; provided, however, that if the Indebtedness is paid in full as and when it becomes due and payable and the Obligations are performed on or before the date they are to be performed and discharged, then the liens, security interests, estates, and rights granted by the Loan Documents shall terminate; otherwise, they shall remain in full force and effect. As additional security for the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Borrower grants to Lender a security interest in the Personalty, Fixtures, Leases, and Rents under Article Nine of the Uniform Commercial Code in effect in the State of California to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

Borrower agrees to execute and deliver, from time to time, such further instruments, including, but not limited to, security agreements, assignments, and UCC financing statements, as may be requested by Lender to confirm the lien of this Deed of Trust on any of the Mortgaged Property.

Borrower further irrevocably grants, transfers, assigns and grants to Lender a security interest in the Rents. This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under California Civil Code §2938.

TO MAINTAIN AND PROTECT THE SECURITY OF THIS DEED OF TRUST, TO SECURE THE FULL AND TIMELY PERFORMANCE BY BORROWER OF EACH AND EVERY OBLIGATION, COVENANT, AND AGREEMENT OF BORROWER UNDER THE LOAN DOCUMENTS, AND AS ADDITIONAL CONSIDERATION FOR THE INDEBTEDNESS AND OBLIGATIONS EVIDENCED BY THE LOAN DOCUMENTS, BORROWER HEREBY COVENANTS, REPRESENTS, AND AGREES AS FOLLOWS:

- 1. This instrument is being executed in connection with that certain Fire Station Loan Agreement executed by and between Borrower and Lender and dated as of _______, 2018 (the "Loan Agreement"), and to secure that certain Promissory Note executed by and between Borrower and Lender and dated as of ______, 2018 ("Note").
- 2. <u>Definitions</u>. For purposes of this Deed of Trust, each of the following terms shall have the following respective meanings. Capitalized terms used but not defined in this Deed of Trust shall have the meaning ascribed to them in the Loan Agreement.
- 2.1 Attorneys' Fees. "Attorneys' fees" means the following costs, expenses, and attorneys' fees paid or incurred by Lender, or adjudged by a court: (a) any and all costs of collection and costs, expenses, and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of the Note or any of the Loan Documents, whether or not suit is filed; (b) any and all costs, expenses, and reasonable attorneys' fees paid or incurred in connection with representing Lender in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors' rights and involving a claim under the Note or any of the Loan Documents; (c) any and all costs, expenses, and attorneys' fees incurred to protect the lien of this Deed of Trust or Lender's interest in the Mortgaged Property; and (d) costs of suit and such sum as the court may adjudge as attorneys' fees in any action to enforce payment of the Note, any of the Loan Documents, or any part of thereof.
- 2.2 <u>Borrower</u>. "**Borrower**" means the named Borrower in this Deed of Trust and the obligor under the Note, whether or not named as Borrower in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors in interest to the Mortgaged Property, and the assigns of any such person. Nothing in this Section is intended to modify any provision of the Loan Agreement pertaining to restrictions on transfer of the Mortgaged Property.
 - 2.3 Default Rate. "**Default Rate**" means the Default Rate as defined in the Note.
 - 2.4 Event of Default. "Event of Default" is defined in Section 20 of this Deed of Trust.

- 2.5 Environmental Laws. "Environmental Laws" means, collectively, (i) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq., (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., (iv) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq., (v) the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., (vi) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq., (vii) the Clean Water Act, as amended, 33 U.S. Code § 1251, et seq., (viii) the Oil Pollution Act, as amended, 33 U.S.C. § 2701, et seq., (ix) California Health & Safety Code ("H&S Code") § 25100, et seq. (Hazardous Waste Control), (x) the Hazardous Substance Account Act, as amended, H&S Code § 25300, et seq., (xi) the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, as amended, H&S Code § 25404, et seq., (xii) H&S Code § 25531, et seq. (Hazardous Materials Management), (xiii) the California Safe Drinking Water and Toxic Enforcement Act, as amended, H&S Code § 25249.5, et seq., (xiv) H&S Code § 25280, et seq. (Underground Storage of Hazardous Substances), (xv) the California Hazardous Waste Management Act, as amended, H&S Code § 25170.1, et seq., (xvi) H&S Code § 25501, et seq. (Hazardous Materials Response Plans and Inventory), (xvii) H&S Code § 18901, et seq. (California Building Standards), (xviii) the Porter-Cologne Water Quality Control Act, as amended, California Water Code § 13000, et seq., (xix) California Fish and Game Code §§ 5650-5656 and (xx) or any other federal, state or local laws, ordinances, rules, regulations, court orders or common law related in any way to the protection of the environment, health or safety (excluding, however building codes and laws), as any of the foregoing may be amended from time to time.
- 2.6 <u>Fixtures</u>. "**Fixtures**" means all materials, supplies, equipment, apparatus, and other items now or later attached to, installed on or in the Land, or that in some fashion are deemed to be fixtures to the Land under the laws of the State of California, including the California Uniform Commercial Code. "**Fixtures**" includes, without limitation, all items of Personalty to the extent that they may be deemed Fixtures under Governmental Requirements.
- 2.7 <u>Governmental Authority</u>. "Governmental Authority" means any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city, or otherwise) whether now or later in existence.
- 2.8 Governmental Requirements. "Governmental Requirements" collectively, any and all applicable local, state, or federal code, ordinance, statute, rule, regulation, enactment, decree, judgment, order, permit, certificate, or law of any Governmental Authority whether now or later in existence including, without limitation: (a) the Americans with Disabilities Act, Title 24 of the California Administrative Code, and other similar federal, state and local laws, (b) building codes, zoning ordinances and any other laws relating to the use, ownership, construction or design of the improvements on the Mortgaged Property, including fire, safety, handicapped access, or seismic design, (c) any Environmental Laws, and (d) and any of the foregoing which are in any way applicable to (i) Borrower, any guarantor (with respect to the Indebtedness or the Mortgaged Property), or the Mortgaged Property, including, but not limited to, those concerning its ownership, use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction, (ii) Borrower's or any guarantor's presently or subsequently effective bylaws and articles of incorporation, or any instruments establishing any partnership, limited Exhibit B-3

partnership, joint venture, trust, limited liability company, or other form of business association (if either, both, or all, by any of same), (iii) any and all contracts (written or oral) of any nature to which Borrower or any guarantor may be bound, and (iv) any and all restrictions, reservations, conditions, easements, or other covenants or agreements now or later of record affecting the Mortgaged Property.

- 2.9 Hazardous Materials. "Hazardous Materials" means any and all substances, contaminants, chemicals, wastes, sewage, materials or emissions which are now or hereafter regulated, controlled, prohibited or otherwise affected by any present or future local, state or federal statute, ordinance, code, rule, regulation, order, decree, permit or other law now or hereafter in effect including: (i) any substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," or "air pollutant" in any Environmental Laws; (ii) any substance the presence of which at the Mortgaged Property causes or threatens to cause a nuisance upon the Mortgaged Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of human beings; and (iii) any substance the presence of which at the Mortgaged Property or at nearby or adjacent properties could constitute a trespass. In addition to the foregoing, to the extent not already included therein, the term "Hazardous Materials" also means (i) asbestos (including asbestos-containing materials); (ii) flammable, explosive, infectious, carcinogenic, mutagenic, or radioactive materials; (iii) petroleum or any substance containing or consisting of petroleum hydrocarbons (including gasoline, diesel fuel, motor oil, waste oil, grease or any other fraction of crude oil); (iv) paints and solvents; (v) lead; (vi) cyanide; (vii) DDT; (viii) printing inks; (ix) acids; (x) pesticides; (xi) ammonium compounds; (xii) polychlorinated biphenyls; (xiii) radon and radon gas; and (xiv) electromagnetic or magnetic materials, substances or emissions.
- 2.10 <u>Impositions</u>. "**Impositions**" means all real estate and personal property taxes, water, gas, sewer, electricity, and other utility rates and charges; charges imposed under any subdivision, planned unit development, or condominium declaration or restrictions; charges for any easement, license, or agreement maintained for the benefit of the Mortgaged Property, and all other taxes, charges, and assessments and any interest, costs, or penalties of any kind and nature that at any time before or after the execution of this Deed of Trust may be assessed, levied, or imposed on the Mortgaged Property or on its ownership, use, occupancy, or enjoyment.
- 2.11 <u>Indebtedness</u>. "**Indebtedness**" means the principal of, interest on, and all other amounts and payments due under or evidenced by the following:
- 2.11.1 The Note (including, without limitation, late payment and other charges payable under the Note);
 - 2.11.2 This Deed of Trust and all other Loan Documents;
- 2.11.3 All funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents;
- 2.11.4 Any future loans or amounts advanced by Lender to Borrower when evidenced by a written instrument or document that specifically recites that the Obligations

evidenced by such document are secured by the terms of this Deed of Trust, including, but not limited to, funds advanced to protect the security or priority of the Deed of Trust; and

- 2.11.5 Any amendment, modification, extension, rearrangement, restatement, renewal, substitution, or replacement of any of the foregoing.
- 2.12 <u>Land</u>. "**Land**" means the real estate or any interest in it described in <u>Attachment A</u> attached to this Deed of Trust and made a part of it, and all rights, titles, and interests appurtenant to it.
- 2.13 <u>Leases</u>. "**Leases**" means any and all leases, subleases, licenses, concessions, or other agreements (written or verbal, now or later in effect), that grant a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Land, and all other agreements, including, but not limited to, utility contracts, maintenance agreements, and service contracts that in any way relate to the use, occupancy, operation, maintenance, enjoyment, or ownership of the Land, except any and all leases, subleases, or other agreements under which Borrower is granted a possessory interest in the Land.
- 2.14 <u>Lender</u>. "**Lender**" means the named Lender in this Deed of Trust and the owner and holder (including a pledgee) of any Note, Indebtedness, or Obligations secured by this Deed of Trust, whether or not named as Lender in this Deed of Trust, and the heirs, legatees, devisees, administrators, executors, successors, and assigns of any such person.
- 2.15 <u>Loan</u>. "**Loan**" means a loan in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) from Lender to Borrower.
- 2.16 <u>Loan Documents</u>. "**Loan Documents**" means, collectively, this Deed of Trust, the Note, the Loan Agreement, and all other documents and instruments, executed and/or recorded or required to be executed by Borrower or any guarantor in connection with the Loan, and all renewals, modifications, or extensions thereof.
- 2.17 <u>Mortgaged Property</u>. "**Mortgaged Property**" means the Land, Fixtures, Personalty, Leases, and Rents, together with:
- 2.17.1 All right, title, and interest (including any claim or demand or demand in law or equity) that Borrower now has or may later acquire in or to such Mortgaged Property; all easements, rights, privileges, tenements, hereditaments, and appurtenances belonging or in any way appertaining to the Mortgaged Property; all of the estate, right, title, interest, claim, demand, reversion, or remainder of Borrower in or to the Mortgaged Property, either at law or in equity, in possession or expectancy, now or later acquired; all crops growing or to be grown on the Mortgaged Property; all development rights or credits and air rights; all water and water rights (whether or not appurtenant to the Mortgaged Property) and shares of stock pertaining to such water or water rights, ownership of which affects the Mortgaged Property; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Mortgaged Property and all royalties and profits from any such rights or shares of stock; all right, title, and interest of Borrower in and to any streets, ways, alleys, strips, or gores of land adjoining the Land or any part

of it that Borrower now owns or at any time later acquires and all adjacent lands within enclosures or occupied by buildings partly situated on the Mortgaged Property;

- 2.17.2 All intangible Mortgaged Property and rights relating to the Mortgaged Property or its operation or used in connection with it, including, without limitation, permits, licenses, plans, specifications, construction contracts, subcontracts, bids, deposits for utility services, installations, refunds due Borrower, trade names, trademarks, and service marks;
- 2.17.3 All of the right, title, and interest of Borrower in and to the land lying in the bed of any street, road, highway, or avenue in front of or adjoining the Land;
- 2.17.4 Any and all awards previously made or later to be made by any Governmental Authority to the present and all subsequent owners of the Mortgaged Property that may be made with respect to the Mortgaged Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to or decrease of value of the Mortgaged Property, which award or awards are assigned to Lender and Lender, at its option, is authorized, directed, and empowered to collect and receive the proceeds of any such award or awards from the authorities making them and to give proper receipts and acquittances for them, and to apply them as provided in Section 5 of this Deed of Trust;
- 2.17.5 All Leases of the Mortgaged Property or any part of it now or later entered into and all right, title, and interest of Borrower under such Leases, including cash or securities deposited by the tenants to secure performance of their obligations under such Leases (whether such cash or securities are to be held until the expiration of the terms of such Leases or applied to one or more of the installments of rent coming due immediately before the expiration of such terms), all rights to all insurance proceeds and unearned insurance premiums arising from or relating to the Mortgaged Property, all other rights and easements of Borrower now or later existing pertaining to the use and enjoyment of the Mortgaged Property, and all right, title, and interest of Borrower in and to all declarations of covenants, conditions, and restrictions as may affect or otherwise relate to the Mortgaged Property;
- 2.17.6 All deposits (including tenants' security deposits; provided, however, that if Lender acquires possession or control of tenants' security deposits Lender shall use the tenants' security deposits only for such purposes as Governmental Requirements permit), funds, accounts, contract rights, instruments, documents, general intangibles, and notes or chattel paper arising from or in connection with the Land or other Mortgaged Property; all permits, licenses, certificates, and other rights and privileges obtained in connection with the Land or other Mortgaged Property; all soils reports, engineering reports, land planning maps, drawings, construction contracts, notes, drafts, documents, engineering and architectural drawings, letters of credit, bonds, surety bonds, any other intangible rights relating to the Land, surveys, and other reports, exhibits, or plans used or to be used in connection with the construction, planning, operation, or maintenance of the Land and all amendments and modifications; all proceeds arising from or by virtue of the sale, lease, grant of option, or other disposition of all or any part of the Land, Fixtures, Personalty, or other Mortgaged Property (consent to same is not granted or implied); and all proceeds (including premium refunds) payable or to be payable under each insurance policy relating to the Land, Fixtures, Personalty, or other Mortgaged Property;

- 2.17.7 All trade names, trademarks, symbols, service marks, and goodwill associated with the Mortgaged Property and any and all state and federal applications and registrations now or later used in connection with the use or operation of the Mortgaged Property;
- 2.17.8 All tax refunds, bills, notes, inventories, accounts and charges receivable, credits, claims, securities, and documents of all kinds, and all instruments, contract rights, general intangibles, bonds and deposits, and all proceeds and products of the Mortgaged Property;
- 2.17.9 All accounts, contract rights, chattel paper, documents, instruments, books, records, claims against third parties, money, securities, drafts, notes, proceeds, and other items relating to the Mortgaged Property; and
 - 2.17.10 All proceeds of any of the foregoing.

As used in this Deed of Trust, "Mortgaged Property" is expressly defined as meaning all or, when the context permits or requires, any portion of it and all or, when the context permits or requires, any interest in it.

- 2.18 <u>Note</u>. "**Note**" means the Promissory Note payable by Borrower to the order of Lender in the principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) evidencing the Loan, in such form as is acceptable to Lender, together with any and all rearrangements, extensions, renewals, substitutions, replacements, modifications, restatements, and amendments to the Note.
- 2.19 <u>Obligation(s)</u>. "**Obligations**" means any and all of the covenants, warranties, representations, and other obligations (other than to repay the Indebtedness) made or undertaken by Borrower to Lender or Trustee as set forth in the Loan Documents and each obligation, covenant, and agreement of Borrower in the Loan Documents.
- 2.20 <u>Permitted Encumbrances</u>. "**Permitted Encumbrances**" means, at any particular time, (a) liens for taxes, assessments, or governmental charges not then due and payable or not then delinquent; (b) liens, easements, encumbrances, and restrictions on the Mortgaged Property that are allowed by Lender to appear in Schedule B, with Parts I and II of the CLTA or ALTA title policy to be issued to Lender following recordation of the Deed of Trust; and (c) liens in favor of, consented to in writing, or created by Lender or with its knowledge and consent.
- 2.21 <u>Person</u>. "**Person**" means natural persons, corporations, partnerships, unincorporated associations, joint ventures, and any other form of legal entity.
- 2.22 <u>Personalty</u>. "**Personalty**" means all of the right, title, and interest of Borrower in and to all tangible and intangible personal property, whether now owned or later acquired by Borrower, including, but not limited to, water rights (to the extent they may constitute personal property), all equipment, inventory, goods, consumer goods, accounts, chattel paper, instruments, money, general intangibles, letter-of-credit rights, deposit accounts, investment property, documents, minerals, crops, and timber (as those terms are defined in the California Uniform Commercial Code) and that are now or at any later time located on, attached to, installed, placed, used on, in connection with, or are required for such attachment, installation, placement, or use on

the Land, Fixtures, or on other goods located on the Land, together with all additions, accessions, accessories, amendments, modifications to the Land, extensions, renewals, and enlargements and proceeds of the Land, substitutions for, and income and profits from, the Land. The Personalty includes, but is not limited to, all goods, machinery, tools, equipment (including fire sprinklers and alarm systems); building materials, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, maintenance, extermination of vermin or insects, dust removal, refuse and garbage equipment; vehicle maintenance and repair equipment; office furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets); safes, furnishings, appliances (including ice-making machines, refrigerators, fans, water heaters, and incinerators); rugs, carpets, other floor coverings, draperies, drapery rods and brackets, awnings, window shades, venetian blinds, curtains, other window coverings; lamps, chandeliers, other lighting fixtures; office maintenance and other supplies; loan commitments, financing arrangements, bonds, construction contracts, leases, tenants' security deposits, licenses, permits, sales contracts, option contracts, lease contracts, insurance policies, proceeds from policies, plans, specifications, surveys, books, records, funds, bank deposits; and all other intangible personal property. Personalty also includes any other portion or items that constitute personal property under the California Uniform Commercial Code.

- 2.23 <u>Rents</u>. "**Rents**" means all rents, issues, revenues, income, proceeds, royalties, profits, license fees, prepaid municipal and utility fees, bonds, and other benefits to which Borrower or the record title owner of the Land may now or later be entitled from or which are derived from the Land, including, without limitation, sale proceeds of the Land; any room or space sales or rentals from the Land; and other benefits paid or payable for using, leasing, licensing, possessing, operating from or in, residing in, selling, mining, extracting, or otherwise enjoying or using the Land.
- 3. Repair and Maintenance of Mortgaged Property. Borrower shall (a) keep the Mortgaged Property in good condition and repair; (b) not substantially alter, remove, or demolish the Mortgaged Property except for obsolete items or when incident to the replacement of Fixtures, equipment, machinery, or appliances with items of like kind; (c) restore and repair to the equivalent of its original condition all or any part of the Mortgaged Property that may be damaged or destroyed, including, but not limited to, damage from termites and dry rot, soil subsidence, and construction defects, whether or not insurance proceeds are available to cover any part of the cost of such restoration and repair, and regardless of whether Lender permits the use of any insurance proceeds to be used for restoration under Section 6 of this Deed of Trust; (d) subject to Borrower's right to contest, as provided herein, pay when due all claims for labor performed and materials furnished in connection with the Mortgaged Property and not permit any mechanics' or materialman's lien to arise against the Mortgaged Property or furnish a loss or liability bond against such mechanics' or materialman's lien claims; (e) comply with all laws affecting the Mortgaged Property or requiring that any alterations, repairs, replacements, or improvements be made on it; (f) not knowingly or intentionally commit or permit waste on or to the Mortgaged Property, or commit, suffer, or permit any act or violation of law to occur on it; (g) not abandon the Mortgaged Property; (h) if required by Lender, provide for management satisfactory to Lender under a management contract approved by Lender; (i) notify Lender in writing of any condition at or on the Mortgaged Property that may have a significant and measurable effect on its market value; (j) if the Mortgaged Property is rental property, generally operate and maintain it in such

manner as to realize its maximum rental potential; and (k) do all other things that the character or use of the Mortgaged Property may reasonably render necessary to maintain it in the same condition (reasonable wear and tear expected) as existed at the date of this Deed of Trust.

4. <u>Use of Mortgaged Property</u>. Unless otherwise required by Governmental Requirements or unless Lender otherwise consents in writing, Borrower shall not allow changes in the use of the Mortgaged Property from that which is contemplated by Borrower and Lender at the time of execution of this Deed of Trust, as specified in the loan application and the Loan Documents. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Mortgaged Property without Lender's prior written consent.

5. Insurance.

- 5.1 <u>Liability Insurance</u>. Borrower shall procure and maintain at its sole cost and expense comprehensive general liability insurance or self-insurance covering Borrower, Trustee, and Lender against claims for bodily injury or death or for damage occurring in, on, about, or resulting from the Mortgaged Property, or any street, drive, sidewalk, curb, or passageway adjacent to it, in standard form and with such insurance company or companies and in an amount of at least Two Million Dollars (\$2,000,000) combined single limit, or such greater amount as Lender may require, which insurance or self-insurance shall include completed operations, product liability, and blanket contractual liability coverage that insures contractual liability under the indemnifications set forth in this Deed of Trust and the Loan Documents (but such coverage or its amount shall in no way limit such indemnification).
- 5.2 Form of Policies. All insurance or self-insurance required under this Section 5 shall be fully paid for and nonassessable. The policies shall contain such provisions, endorsements, and expiration dates as Lender from time to time reasonably requests and shall be in such form and amounts, and be issued by such insurance companies doing business in the State of California, as Lender shall approve in Lender's sole and absolute discretion. Unless otherwise expressly approved in writing by Lender, each insurer shall have a Best Rating of Class A, Category VII, or better. All policies shall (a) contain a waiver of subrogation endorsement; (b) provide that the policy will not lapse or be canceled, amended, or materially altered (including by reduction in the scope or limits of coverage) without at least thirty (30) days prior written notice to Lender; (c) with the exception of the comprehensive general liability policy, contain a mortgagee's endorsement (438 BFU Endorsement or equivalent), and name Lender as an additional insured; and (d) include such deductibles as Lender may approve. If a policy required under this Section 5 contains a coinsurance or overage clause, the policy shall include a stipulated value or agreed amount endorsement acceptable to Lender.
- 5.3 <u>Duplicate Originals or Certificates</u>. Duplicate original policies evidencing the insurance required under this Section 5 and any additional insurance that may be purchased on the Mortgaged Property by or on behalf of Borrower shall be deposited with and held by Lender and, in addition, Borrower shall deliver to Lender (a) receipts evidencing payment of all premiums on the policies and (b) duplicate original renewal policies or a binder with evidence satisfactory to Lender of payment of all premiums at least thirty (30) days before the policy expires. In lieu of the duplicate original policies to be delivered to Lender under this Section 5.3 Borrower may deliver an underlier of any blanket policy, and Borrower may also deliver original certificates from

the issuing insurance company, evidencing that such policies are in full force and effect and containing information that, in Lender's reasonable judgment, is sufficient to allow Lender to ascertain whether such policies comply with the requirements of this Section 5.

- 5.4 <u>Increased Coverage</u>. If Lender reasonably determines that the limits of any insurance carried by Borrower are inadequate, Borrower shall, within ten (10) days after written notice from Lender, procure such additional coverage as Lender may require in Lender's reasonable discretion.
- 5.5 <u>Transfer of Title</u>. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Mortgaged Property in extinguishment in lieu of foreclosure, in whole or in part, of the Obligations and the Indebtedness, all right, title, and interest of Borrower in and to all insurance policies required under this Section 5 and all proceeds payable under, and unearned premiums on, such policies shall immediately vest in the purchaser or other transferee of the Mortgaged Property.
- 5.6 <u>Approval Not Warranty</u>. No approval by Lender of any insurer may be construed to be a representation, certification, or warranty of its solvency and no approval by Lender as to the amount, type, or form of any insurance may be construed to be a representation, certification, or warranty of its sufficiency.
- 5.7 <u>Lender's Right to Obtain</u>. Borrower shall deliver to Lender original policies or certificates evidencing such insurance at least thirty (30) days before the existing policies expire. If any such policy is not so delivered to Lender or if any such policy is canceled, whether or not Lender has the policy in its possession, and no reinstatement or replacement policy is received before termination of insurance, Lender, without notice to or demand on Borrower, may (but is not obligated to) obtain such insurance insuring only Lender with such company as Lender may deem satisfactory, and pay the premium for such policies, and the amount of any premium so paid shall be charged to and promptly paid by Borrower or, at Lender's option, may be added to the Indebtedness. Borrower acknowledges that, if Lender obtains insurance, it is for the sole benefit of Lender, and Borrower shall not rely on any insurance obtained by Lender to protect Borrower in any way.

6. Condemnation Proceeds.

6.1 Assignment to Lender. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of or damage or injury to the Mortgaged Property, or any part of it, or for conveyance in lieu of condemnation, are assigned to and shall be paid to Lender, who shall hold them in a non-interest-bearing general account, regardless of whether Lender's security is impaired. All causes of action, whether accrued before or after the date of this Deed of Trust, of all types for damages or injury to the Mortgaged Property or any part of it, or in connection with any transaction financed by funds lent to Borrower by Lender and secured by this Deed of Trust, or in connection with or affecting the Mortgaged Property or any part of it, including, without limitation, causes of action arising in tort or contract or in equity, are assigned to Lender as additional security, and the proceeds shall be paid to Lender. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement of such action.

Borrower shall notify Lender in writing immediately on obtaining knowledge of any casualty damage to the Mortgaged Property or damage in any other manner in excess of Fifty Thousand Dollars (\$50,000) or knowledge of the institution of any proceeding relating to condemnation or other taking of or damage or injury to all or any portion of the Mortgaged Property. Lender, in its sole and absolute discretion, may participate in any such proceedings and may join Borrower in adjusting any loss covered by insurance. Borrower covenants and agrees with Lender, at Lender's request, to make, execute, and deliver, at Borrower's expense, any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award or awards, causes of action, or claims of damages or proceeds to Lender free, clear, and discharged of any and all encumbrances of any kind or nature.

- 6.2 <u>Total Condemnation Payments</u>. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a total condemnation or other total taking of the Mortgaged Property shall be paid over to Lender and shall be applied first to reimbursement of all Lender's costs and expenses in connection with their recovery, and shall then be applied to the payment of any Indebtedness secured by this Deed of Trust in such order as Lender may determine, until the Indebtedness secured by this Deed of Trust has been paid and satisfied in full. Any surplus remaining after payment and satisfaction of the Indebtedness secured by this Deed of Trust shall be paid to Borrower as its interest may then appear.
- 6.3 Partial Condemnation Payments. All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action, and payments that Borrower may receive or to which Borrower may become entitled with respect to the Mortgaged Property in the event of a partial condemnation or other partial taking of the Mortgaged Property, unless Borrower and Lender otherwise agree in writing, shall be divided into two portions, one equal to the principal balance of the Note at the time of receipt of such funds and the other equal to the amount by which such funds exceed the principal balance of the Note at the time of receipt of such funds.

The first such portion shall be applied to the sums secured by this Deed of Trust, whether or not then due, including but not limited to principal, accrued interest, and advances, and in such order or combination as Lender may determine, with the balance of the funds paid to Borrower.

- 6.4 <u>No Cure of Waiver of Default</u>. Any application of such amounts or any portion of it to any Indebtedness secured by this Deed of Trust shall not be construed to cure or waive any default or notice of default under this Deed of Trust or invalidate any act done under any such default or notice.
- 7. Taxes and Other Sums Due. Borrower shall promptly pay, satisfy, and discharge: (a) all Impositions affecting the Mortgaged Property before they become delinquent; (b) such other amounts, chargeable against Borrower or the Mortgaged Property, as Lender reasonably deems necessary to protect and preserve the Mortgaged Property, this Deed of Trust, or Lender's security for the performance of the Obligations; (c) all encumbrances, charges, and liens on the Mortgaged Property, with interest, which in Lender's judgment are, or appear to be, prior or superior to the lien of this Deed of Trust or all costs necessary to obtain protection against such lien or charge by

title insurance endorsement or surety company bond; (d) such other charges as Lender deems reasonable for services rendered by Lender at Borrower's request; and (e) all costs, fees, and expenses reasonably incurred by Lender in connection with this Deed of Trust, whether or not specified in this Deed of Trust; provided, however that in all events, Borrower may contest any such amounts if Borrower provides Lender with security satisfactory to Lender, to be held by Lender until such dispute is settled and Borrower settles such dispute prior to any exercise of remedies against the Mortgaged Property.

On Lender's request, Borrower shall promptly furnish Lender with all notices of sums due for any amounts specified in the preceding clauses (a) through (e), and, on payment, with written evidence of such payment. If Borrower fails to promptly make any payment required under this Section 7 Lender may (but is not obligated to) make such payment. Borrower shall notify Lender immediately on receipt by Borrower of notice of any increase in the assessed value of the Mortgaged Property and agrees that Lender, in Borrower's name, may (but is not obligated to) contest by appropriate proceedings such increase in assessment.

8. Leases of Mortgaged Property by Borrower. All Leases of the Mortgaged Property are subject to Lender's prior review and approval and must be acceptable to Lender in form and content. Each Lease must specifically provide, inter alia, that (a) it is subordinate to the lien of this Deed of Trust; (b) the tenant attorns to Lender (and Borrower consents to any such attornment), such attornment to be effective on Lender's acquisition of title to the Mortgaged Property; (c) the tenant agrees to execute such further evidence of attornment as Lender may from time to time request; and (d) Lender, at Lender's option, except as otherwise provided in any non-disturbance and attornment agreements with tenants, may accept or reject such attornment. If Borrower learns that any tenant proposes to do, or is doing, any act that may give rise to any right of setoff against rent, Borrower shall immediately (i) take measures reasonably calculated to prevent the accrual of any such right of setoff; (ii) notify Lender of all measures so taken and of the amount of any setoff claimed by any such tenant; and (iii) within ten (10) days after the accrual of any right of setoff against rent, reimburse any tenant who has acquired such right, in full, or take other measures that will effectively discharge such setoff and ensure that rents subsequently due shall continue to be payable without claim of setoff or deduction.

At Lender's request following the occurrence of an Event of Default which continues beyond all applicable cure, grace and notice periods, Borrower shall assign to Lender, by written instrument satisfactory to Lender, all Leases of the Mortgaged Property, and all security deposits made by tenants in connection with such Leases. On assignment to Lender of any such Lease, Lender shall succeed to all rights and powers of Borrower with respect to such Lease, and Lender, in Lender's sole and absolute discretion, shall have the right to modify, extend, or terminate such Lease and to execute other further leases with respect to the Mortgaged Property that is the subject of such assigned Lease.

9. <u>Right to Collect and Receive Rents</u>. Despite any other provision of this Deed of Trust, Lender grants permission to Borrower to collect and retain the Rents of the Mortgaged Property as they become due and payable; however, such permission to Borrower shall be automatically revoked following the occurrence of an Event of Default which continues beyond all applicable cure, grace and notice periods, and Lender shall have the rights set forth in California Civil Code \$2938 regardless of whether declaration of default has been delivered to Trustee as provided in

Section 22 of this Deed of Trust, and without regard to the adequacy of the security for the Indebtedness secured by this Deed of Trust. Failure of or discontinuance by Lender at any time, or from time to time, to collect any such Rents shall not in any manner affect the subsequent enforcement by Lender at any time, or from time to time, of the right, power, and authority to collect these Rents. The receipt and application by Lender of all such Rents under this Deed of Trust, after execution and delivery of declaration of an Event of Default and demand for sale as provided in this Deed of Trust or during the pendency of trustee's sale proceedings under this Deed of Trust, shall neither cure such breach or default nor affect such sale proceedings, or any sale made under them, but such Rents, less all costs of operation, maintenance, collection, and Attorneys' Fees, when received by Lender, may be applied in reduction of the entire Indebtedness from time to time secured by this Deed of Trust, in such order as Lender may decide. Nothing in this Deed of Trust, nor the exercise of Lender's right to collect, nor an assumption by Lender of any tenancy, lease, or option, shall be, or be construed to be, an affirmation by Lender of any tenancy, lease, or option.

If the Rents of the Mortgaged Property are not sufficient to meet the costs, if any, of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Borrower to Lender secured by this Deed of Trust. Unless Lender and Borrower agree in writing to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting such payment and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to Governmental Requirements, in which event the amounts shall bear interest at the highest rate that may be collected from Borrower under Governmental Requirements.

Borrower expressly understands and agrees that Lender will have no liability to Borrower or any other person for Lender's failure or inability to collect Rents from the Mortgaged Property or for failing to collect such Rents in an amount that is equal to the fair market rental value of the Mortgaged Property. Borrower understands and agrees that neither the assignment of Rents to Lender nor the exercise by Lender of any of its rights or remedies under this Deed of Trust shall be deemed to make Lender a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it, unless and until Lender, in person or by agent, assumes actual possession of it. Nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Lender or by agreement with Borrower, or the entering into possession of the Mortgaged Property or any part of it by such receiver be deemed to make Lender a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment, or operation of all or any portion of it.

During an Event of Default, any and all Rents collected or received by Borrower shall be accepted and held for Lender in trust and shall not be commingled with Borrower's funds and property, but shall be promptly paid over to Lender.

10. <u>Funds for Taxes and Insurance</u>. If an Event of Default has occurred, then Lender may at any subsequent time, at its option to be exercised on thirty (30) days written notice to Borrower, require Borrower to deposit with Lender or its designee, at the time of each payment of an

installment of interest or principal under the Note, an additional amount equal to one-twelfth (1/12) of the amount sufficient to discharge the obligations of Borrower under Sections 5 and 7 of this Deed of Trust as they become due. The calculation of the amount payable and of the fractional part of it to be deposited with Lender shall be made by Lender in its sole and absolute discretion. These amounts shall be held by Lender or its designee not in trust and not as agent of Borrower and shall not bear interest, and shall be applied to the payment of any of the Obligations under the Loan Documents in such order or priority as Lender shall determine. If at any time within thirty (30) days before the due date of these obligations the amounts then on deposit shall be insufficient to pay the obligations under Sections 5 and 7 in full, Borrower shall deposit the amount of the deficiency with Lender within ten (10) days after Lender's demand. If the amounts deposited are in excess of the actual obligations for which they were deposited, Lender may refund any such excess, or, at its option, may hold the excess in a reserve account, not in trust and not bearing interest, and reduce proportionately the required monthly deposits for the ensuing year. Nothing in this Section 10 shall be deemed to affect any right or remedy of Lender under any other provision of this Deed of Trust or under any statute or rule of law to pay any such amount and to add the amount so paid to the Indebtedness secured by this Deed of Trust. Lender shall have no obligation to pay insurance premiums or taxes except to the extent the fund established under this Section 10 is sufficient to pay such premiums or taxes, to obtain insurance, or to notify Borrower of any matters relative to the insurance or taxes for which the fund is established under this Section 10.

Lender or its designee shall hold all amounts so deposited as additional security for the sums secured by this Deed of Trust. Lender may, in its sole and absolute discretion and without regard to the adequacy of its security under this Deed of Trust, apply such amounts or any portion of it to any Indebtedness secured by this Deed of Trust, and such application shall not be construed to cure or waive any default or notice of default under this Deed of Trust.

If Lender requires deposits to be made under this Section 10, Borrower shall deliver to Lender all tax bills, bond and assessment statements, statements for insurance premiums, and statements for any other obligations referred to above as soon as Borrower receives such documents. If Lender sells or assigns this Deed of Trust, Lender shall have the right to transfer all amounts deposited under this Section 10 to the purchaser or assignee. After such a transfer, Lender shall be relieved and have no further liability under this Deed of Trust for the application of such deposits, and Borrower shall look solely to such purchaser or assignee for such application and for all responsibility relating to such deposits.

11. Assignment of Causes of Action, Awards, and Damages. All causes of action, and all sums due or payable to Borrower for injury or damage to the Mortgaged Property, or as damages incurred in connection with the transactions in which the Loan secured by this Deed of Trust was made, including, without limitation, causes of action and damages for breach of contract, fraud, concealment, construction defects, or other torts, or compensation for any conveyance in lieu of condemnation, are assigned to Lender, and all proceeds from such causes of action and all such sums shall be paid to Lender for credit against the Indebtedness secured by this Deed of Trust. Borrower shall notify Lender immediately on receipt by Borrower of notice that any such sums have become due or payable and, immediately on receipt of any such sums, shall promptly remit such sums to Lender.

After deducting all expenses, including Attorneys' Fees, incurred by Lender in recovering or collecting any sums under this Section 11, Lender may apply or release the balance of any funds received by it under this Section 11, or any part of such balance, as it elects. Lender, at its option, may appear in and prosecute in its own name any action or proceeding to enforce any cause of action assigned to it under this Section 11 and may make any compromise or settlement in such action whatsoever. Borrower covenants that it shall execute and deliver to Lender such further assignments of any such compensation awards, damages, or causes of action as Lender may request from time to time. If Lender fails or does not elect to prosecute any such action or proceeding and Borrower elects to do so, Borrower may conduct the action or proceeding at its own expense and risk.

- 12. Defense of Deed of Trust; Litigation. Borrower shall give Lender immediate written notice of any action or proceeding (including, without limitation, any judicial, whether civil, criminal, or probate, or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Deed of Trust, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents and in excess of Five Thousand Dollars (\$5,000). Despite any other provision of this Deed of Trust, Borrower agrees that Lender or Trustee may (but is not obligated to) commence, appear in, prosecute, defend, compromise, and settle, in Lender's or Borrower's name, and as attorney-in-fact for Borrower, and incur necessary costs and expenses, including Attorneys' Fees in so doing, any action or proceeding, whether a civil, criminal, or probate judicial matter, nonjudicial proceeding, arbitration, or other alternative dispute resolution procedure, reasonably necessary to preserve or protect, or affecting or purporting to affect, the Mortgaged Property, this Deed of Trust, Lender's security for performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, and that if neither Lender nor Trustee elects to do so, Borrower shall commence, appear in, prosecute, and defend any such action or proceeding. Borrower shall pay all costs and expenses of Lender and Trustee, including costs of evidence of title and Attorneys' Fees, in any such action or proceeding in which Lender or Trustee may appear or for which legal counsel is sought, whether by virtue of being made a party defendant or otherwise, and whether or not the interest of Lender or Trustee in the Mortgaged Property is directly questioned in such action or proceeding, including, without limitation, any action for the condemnation or partition of all or any portion of the Mortgaged Property and any action brought by Lender to foreclose this Deed of Trust or to enforce any of its terms or provisions.
- 13. <u>Borrower's Failure to Comply With Deed of Trust</u>. If Borrower fails to make any payment or do any act required by this Deed of Trust, or if there is any action or proceeding (including, without limitation, any judicial or nonjudicial proceeding to foreclose the lien of a junior or senior mortgage or deed of trust) affecting or purporting to affect the Mortgaged Property, this Deed of Trust, Lender's security for the performance of the Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Note or this Deed of Trust, Lender or Trustee may (but is not obligated to) (a) make any such payment or do any such act in such manner and to such extent as either deems necessary to preserve or protect the Mortgaged Property, this Deed of Trust, or Lender's security for the performance of Borrower's Obligations and payment of the Indebtedness, or the rights or powers of Lender or Trustee under the Loan Documents, Lender and Trustee being authorized to enter on the Mortgaged Property for any such purpose; and (b) in

exercising any such power, pay necessary expenses, retain attorneys, and pay Attorneys' Fees incurred in connection with such action, without notice to or demand on Borrower and without releasing Borrower from any Obligations or Indebtedness.

- 14. Sums Advanced to Bear Interest and to Be Secured by Deed of Trust. At Lender's request, Borrower shall immediately pay any sums advanced or paid by Lender or Trustee under any provision of this Deed of Trust or the other Loan Documents. Until so repaid, all such sums and all other sums payable to Lender or Trustee shall be added to, and become a part of, the Indebtedness secured by this Deed of Trust and bear interest from the date of advancement or payment by Lender or Trustee at the same rate as provided in the Note, unless payment of interest at such rate would be contrary to Governmental Requirements. All sums advanced by Lender under this Deed of Trust or the other Loan Documents, whether or not required to be advanced by Lender under the terms of this Deed of Trust or the other Loan Documents, shall conclusively be deemed to be mandatory advances required to preserve and protect this Deed of Trust and Lender's security for the performance of the Obligations and payment of the Indebtedness, and shall be secured by this Deed of Trust to the same extent and with the same priority as the principal and interest payable under the Note.
- 15. <u>Inspection of Mortgaged Property</u>. In addition to any rights Lender may have under California Civil Code §2929.5, Lender may make, or authorize other persons, including, but not limited to, appraisers and prospective purchasers at any foreclosure sale commenced by Lender, to enter on or inspect the Mortgaged Property at reasonable times and for reasonable durations. Borrower shall permit all such entries and inspections to be made as long as Lender has given Borrower written notice of such inspection at least twenty-four (24) hours before the entry and inspection.

16. Financial Statements; Estoppel Certificates.

- 16.1 <u>Recordkeeping</u>. Borrower shall keep adequate records and books of account in accordance with generally accepted accounting principles and practices or such other accounting method acceptable to Lender in its reasonable discretion and shall permit Lender, by its agents, accountants, and attorneys, to examine Borrower's records and books of account and to discuss the affairs, finances, and accounts of Borrower with the officers of Borrower, at such reasonable times as Lender may request. Borrower shall allow Lender, its representatives and agents, on notice, at any time during normal business hours, access to such books and records regarding acquisition, construction, and development of the Mortgaged Property, including any supporting or related vouchers or papers, shall allow Lender to make extracts or copies of any such papers, and shall furnish to Lender and its agents convenient facilities for the audit of any such statements, books, and records.
- 16.2 <u>Estoppel Certificates</u>. Within ten (10) days after Lender's request for such information, Borrower shall execute and deliver to Lender, and to any third party designated by Lender, in recordable form, a certificate of the principal financial or accounting officer of Borrower reciting that the Loan Documents are unmodified and in full force and effect, or that the Loan Documents are in full force and effect as modified and specifying all modifications asserted by Borrower. Such certificate shall also recite the amount of the Indebtedness and cover other matters with respect to the Indebtedness or Obligations as Lender may reasonably require, the date(s)

through which payments due on the Indebtedness have been paid and the amount(s) of any payments previously made on the Indebtedness. The certificate shall include a detailed statement of any right of setoff, counterclaim, or other defense that Borrower contends exists against the Indebtedness or the Obligations; a statement that such person knows of no Event of Default or prospective Event of Default that has occurred and is continuing, or, if any Event of Default or prospective Event of Default has occurred and is continuing, a statement specifying the nature and period of its existence and what action Borrower has taken or proposes to take with respect to such matter; and, except as otherwise specified, a statement that Borrower has fulfilled all Obligations that are required to be fulfilled on or before the date of such certificate.

- 16.3 Failure to Deliver Estoppel Certificate. If Borrower fails to execute and deliver the certificate required by Section 16.2 within such ten (10) day period, (a) the Loan Documents shall, as to Borrower, conclusively be deemed to be either in full force and effect, without modification, or in full force and effect, modified in the manner and to the extent specified by Lender, whichever Lender reasonably and in good faith may represent; (b) the Indebtedness shall, as to Borrower, conclusively be deemed to be in the amount specified by Lender and no setoffs, counterclaims, or other defenses exist against the Indebtedness; and (c) Borrower shall conclusively be deemed to have irrevocably constituted and appointed Lender as Borrower's special attorney-in-fact to execute and deliver such certificate to any third party.
- 16.4 <u>Reliance on Estoppel Certificate</u>. Borrower and Lender expressly agree that any certificate executed and delivered by Borrower, or any representation in lieu of a certificate made by Lender under Section 16.2, may be relied on by any prospective purchaser or any prospective assignee of any interest of Lender in the Note and other Indebtedness secured by this Deed of Trust or in the Mortgaged Property, and by any other person, without independent investigation or examination, to verify the accuracy, reasonableness, or good faith of the recitals in the certificate or representation.
- 16.5 <u>No Waiver of Default or Rights</u>. Lender's exercise of any right or remedy provided under this Deed of Trust shall not constitute a waiver of, or operate to cure, any default by Borrower under this Deed of Trust, or preclude any other right or remedy that is otherwise available to Lender under this Deed of Trust or Governmental Requirements.
- 17. <u>Uniform Commercial Code Security Agreement</u>. This Deed of Trust is intended to be and shall constitute a security agreement under the California Uniform Commercial Code for any of the Personalty specified as part of the Mortgaged Property that, under Governmental Requirements, may be subject to a security interest under the California Uniform Commercial Code, and Borrower grants to Lender a security interest in those items. Borrower authorizes Lender to file financing statements in all states, counties, and other jurisdictions as Lender may elect, without Borrower's signature if permitted by law. Borrower agrees that Lender may file this Deed of Trust, or a copy of it, in the real estate records or other appropriate index or in the Office of the Secretary of State of the State of California and such other states as the Lender may elect, as a financing statement for any of the items specified above as part of the Mortgaged Property. Any reproduction of this Deed of Trust or executed duplicate original of this Deed of Trust, or a copy certified by a County Recorder in the State of California, or of any other security agreement or financing statement, shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, at Lender's request, any UCC financing statements, as well as

any extensions, renewals, and amendments, and copies of this Deed of Trust in such form as Lender may require to perfect a security interest with respect to the Personalty. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Lender may reasonably require. Without the prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in the items, including any replacements and additions.

On any Event of Default which continues beyond all applicable grace, notice and cure periods, Lender shall have the remedies of a secured party under the California Uniform Commercial Code and, at Lender's option, may also invoke the remedies in Section 21 of this Deed of Trust as to such items. In exercising any of these remedies, Lender may proceed against the items of Mortgaged Property and any items of Personalty separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the California Uniform Commercial Code or of the remedies in Section 21 of this Deed of Trust.

- 18. <u>Fixture Filing</u>. This Deed of Trust constitutes a financing statement filed as a fixture filing under California Commercial Code § 9502(c), as amended or recodified from time to time, covering any portion of the Mortgaged Property that now is or later may become a fixture attached to the Mortgaged Property or to any Improvement.
- 19. <u>Waiver of Statute of Limitations</u>. Borrower waives the right to assert any statute of limitations as a defense to the Loan Documents and the Obligations secured by this Deed of Trust, to the fullest extent permitted by Governmental Requirements.
- 20. <u>Events of Default</u>. The term "**Event of Default**" as used in this Deed of Trust means the occurrence or happening, at any time and from time to time, of any one or more of the following:
- 20.1 <u>Payment of Indebtedness</u>. Borrower fails to pay any installment of interest and/or principal under the Note or any other Indebtedness when due and such failure continues for more than five (5) days after City notifies Borrower in writing, whether on maturity, the date stipulated in any Loan Document, by acceleration, or otherwise.
- 20.2 <u>Performance of Obligations</u>. The failure, refusal, or neglect to perform and discharge fully and timely any of the Obligations as and when required, and the continuance of such failure for thirty (30) days after Lender gives written notice of such failure to Borrower, provided, however, that if the cure of any such failure cannot reasonably be made within thirty (30) days and Borrower promptly and diligently commences to cure such failure within thirty (30) days, then the period to cure shall be deemed extended for up to an additional sixty (60) days after Lender's default notice as long as Borrower diligently and continuously proceeds to cure such failure to Lender's satisfaction.
- 20.3 <u>Judgment</u>. If any final judgment, order, or decree is rendered against Borrower in such amount as to materially adversely affect Borrower's ability to satisfy the Obligations and is not paid or executed on, or is not stayed by perfection of an appeal or other appropriate action, such as being bonded, or is not otherwise satisfied or disposed of to Lender's satisfaction within sixty (60) days after entry of the judgment, order, or decree.

- 20.4 <u>Foreclosure of Other Liens</u>. If the holder of any lien or security interest on the Mortgaged Property (without implying Lender's consent to the existence, placing, creating, or permitting of any lien or security interest) institutes foreclosure or other proceedings to enforce its remedies thereunder and any such proceedings are not stayed or discharged within sixty (60) days after institution of such foreclosure proceedings.
- 20.5 <u>Sale, Lease, Encumbrance, or Other Transfer</u>. Except as permitted herein, any sale, lease, exchange, assignment, conveyance, encumbrance (other than a Permitted Encumbrance), transfer of possession, or other disposition of all or any portion of the Land or any of Borrower's interest in the Land without Lender's prior written consent, or, except as provided herein, any sale, lease, exchange, assignment, conveyance, encumbrance (other than a Permitted Encumbrance), or other disposition of any portion of the Personalty, without Lender's prior written consent.
- 20.6 <u>Title and Lien Priority</u>. If Borrower's title to any or all of the Mortgaged Property or the status of this Deed of Trust as a first and prior lien and security interest on the Mortgaged Property is endangered in any manner, and Borrower fails to cure the same on Lender's demand; provided, however, that Borrower shall not be in default under this Section 20 if Borrower is diligently pursuing a contest or cure of such title or lien issue and Borrower has posted adequate security to protect Lender's rights, interest, and priority under this Deed of Trust, as determined by Lender.
- 20.7 Other Defaults. The occurrence of an Event of Default or any default, as defined or described in the other Loan Documents, or the occurrence of a default on any Indebtedness or Obligations, beyond all applicable cure periods.
- 20.8 <u>Levy on Assets</u>. A levy on any of the assets of Borrower, and such levy is not stayed or abated within sixty (60) days after such levy.
- 20.9 <u>Breach of Representations</u>. The breach of any representation or warranty in this Deed of Trust when made.
- 20.10 <u>Default Under Other Deeds of Trust, Security Instruments, or Liens</u>. The failure to pay on a timely basis, or the occurrence of any other default under any note, deed of trust, contract of sale, lien, charge, encumbrance, or security interest encumbering or affecting the Mortgaged Property, which default gives rise to rights and remedies on behalf of such other party thereto.
- 20.11 <u>Borrower's Right to Cure</u>. If for more than thirty (30) days after receipt of notice from Lender, Borrower remains in default under any term, covenant, or condition of this Deed of Trust, the Note or any of the other Loan Documents other than as specified in this Section 20; provided, however, that if the cure of any such default cannot reasonably be made within thirty (30) days and Borrower promptly and diligently commences to cure such default within thirty (30) days, then the period to cure shall be deemed extended for up to an additional sixty (60) days after Lender's default notice as long as Borrower diligently and continuously proceeds to cure such default to Lender's satisfaction.

21. Acceleration on Transfer or Encumbrance.

- 21.1 <u>Acceleration on Transfer or Encumbrance of Mortgaged Property.</u> Except as provided in Section 29 or otherwise as provided herein, if Borrower sells, contracts to sell, gives an option to purchase, conveys, leases with an option to purchase, encumbers, or alienates the Mortgaged Property, or any interest in it, or suffers its title to, or any interest in, the Mortgaged Property to be divested, whether voluntarily or involuntarily; or if Borrower changes or permits to be changed the character or use of the Mortgaged Property, or drills or extracts or enters into any lease for the drilling or extracting of oil, gas, or other hydrocarbon substances or any mineral of any kind or character on the Mortgaged Property; or if title to such Mortgaged Property becomes subject to any lien or charge, voluntary or involuntary, contractual or statutory, without Lender's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, then Lender, at Lender's option, may, without prior notice, declare all sums secured by this Deed of Trust, regardless of their stated due date(s), immediately due and payable and may exercise all rights and remedies in this Deed of Trust, including those set forth in Section 22.
- 21.2 Replacement Personalty. Despite the provisions of Section 21.1, Borrower may from time to time replace Personalty constituting a part of the Mortgaged Property, as long as (a) the replacements for such Personalty are of equivalent value and quality or such Personalty is obsolete; (b) Borrower has good and clear title to such replacement Personalty free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingent or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors, or any other third parties in or to such replacement Personalty have been expressly subordinated to the lien of the Deed of Trust in a manner satisfactory to Lender and at no cost to Lender; and (c) at Lender's option, Borrower provides at no cost to Lender satisfactory evidence that the Deed of Trust constitutes a valid and subsisting lien on and security interest in such replacement Personalty of the same priority as this Deed of Trust has on the Mortgaged Property and is not subject to being subordinated or its priority affected under any Governmental Requirements, including §9334 of the California Commercial Code.
- 22. Acceleration and Sale on Default. If an Event of Default occurs, Lender, at its option, in addition to other remedies provided at law, may declare all sums secured by this Deed of Trust immediately due and payable by delivering to Trustee a written affidavit or declaration of default and demand for sale, executed by Lender and reciting facts demonstrating such default by Borrower, together with a written notice of default and election to sell the Mortgaged Property. Lender shall also deposit with Trustee the Note, this Deed of Trust, and documents evidencing any additional advances or expenditures secured by this Deed of Trust. On receipt by Trustee of such affidavit or declaration of default and such notice of default and election to sell, Trustee shall accept such election to sell as true and conclusive of all facts and statements in such affidavit or declaration of default and shall cause such notice of default and election to sell to be recorded as required by Governmental Requirements. On the expiration of such period as may then be required by Governmental Requirements following recordation of such notice of default, and after notice of sale has been given in the manner and for the period required by Governmental Requirements, Trustee, without demand on Borrower, shall sell the Mortgaged Property at the time and place fixed in such notice of sale, either in whole or in separate parcels, and in such order as Trustee may determine or Lender may direct (Borrower waives any right it may have under Governmental Requirements to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale; provided, however, that Lender may offset

its bid at such sale to the extent of the full amount owed to Lender under the Loan Documents, including, without limitation, Trustee's fees, expenses of sale, and costs, expenses, and Attorneys' Fees incurred by or on behalf of Lender in connection with collecting, litigating, or otherwise enforcing any right under the Loan Documents. Trustee may postpone the sale of all or any portion of the Mortgaged Property by public announcement made at the initial time and place of sale, and from time to time later by public announcement made at the time and place of sale fixed by the preceding postponement. Trustee shall deliver to the purchaser at such public auction its deed conveying the Mortgaged Property sold, but without any covenant or warranty, express or implied. The recital in such deed of any matter of fact concerning notices shall be conclusive proof of its truthfulness. Any person, including Borrower, Trustee, or Lender, may purchase at such sale.

The proceeds or avails of any sale made under or by virtue of this Deed of Trust, together with any other sums secured by this Deed of Trust, which then may be held by the Trustee or Lender or any other person, shall be applied as follows:

FIRST: To the payment of the costs and expenses of such sale, including Trustee's fees, costs of title evidence, Attorneys' Fees, and reasonable compensation to Lender and its agents and consultants, and of any judicial proceedings in which the same costs and expenses of sale may be made, and of all expenses, liabilities, and advances made or incurred by the Trustee or Lender under this Deed of Trust, together with interest at the rate set forth in the Note on all advances made by the Trustee or Lender and all taxes or assessments, except any taxes, assessments, or other charges subject to which the Mortgaged Property was sold.

SECOND: To the payment of the whole amount then due, owing, or unpaid on the Note for interest and principal, with interest on the unpaid principal at the Default Rate (as defined in the Note), from the due date of any such payment of principal until the same is paid.

THIRD: To the payment of any other Indebtedness required to be paid by Borrower under any provision of this Deed of Trust, the Note, or any of the other Loan Documents.

FOURTH: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive it.

- 23. <u>Obligation to Notify Lender of Bankruptcy, Insolvency, Transfer, or Encumbrance</u>. Borrower shall notify Lender in writing, at or before the time of the occurrence of any event described in Sections 20 and 21 of this Deed of Trust, of such event and shall promptly furnish Lender with any and all information on such event that Lender may request.
- 24. Waiver of Marshaling. Despite the existence of interests in the Mortgaged Property other than that created by this Deed of Trust, and despite any other provision of this Deed of Trust, if Borrower defaults in paying the Indebtedness or in performing any Obligations, Lender shall have the right, in Lender's sole and absolute discretion, to establish the order in which the Mortgaged Property will be subjected to the remedies provided in this Deed of Trust and to establish the order in which all or any part of the Indebtedness secured by this Deed of Trust is satisfied from the proceeds realized on the exercise of the remedies provided in this Deed of Trust. Borrower and any person who now has or later acquires any interest in the Mortgaged Property with actual or constructive notice of this Deed of Trust waives any and all rights to require a marshaling of assets

in connection with the exercise of any of the remedies provided in this Deed of Trust or otherwise provided by Governmental Requirements.

25. Environmental Matters.

- 25.1 <u>Borrower's Representations and Warranties</u>. Borrower represents and warrants to Lender that:
- 25.1.1 To the best of Borrower's knowledge, neither the Mortgaged Property nor Borrower are in violation of any Environmental Laws or subject to any existing, pending, or threatened investigation by any Governmental Authority under any Environmental Laws.
- 25.1.2 Borrower has not obtained and, to the best of Borrower's knowledge, is not required by any Environmental Laws to obtain any permits or licenses to construct or use the Mortgaged Property.
- 25.1.3 Borrower has conducted an appropriate inquiry into previous uses and ownership of the Mortgaged Property, and, except as disclosed to Lender, after such inquiry has determined that no Hazardous Materials have been disposed of, transported, or released on or at the Mortgaged Property.
- 25.1.4 No part of the Mortgaged Property is being used or, to the best of Borrower's knowledge, has been used at any previous time, for the disposal, storage, treatment, processing, transporting, or other handling of Hazardous Materials, nor is any part of the Mortgaged Property affected by any Hazardous Materials contamination.
- 25.1.5 To the best of Borrower's knowledge and belief, no real property adjoining the Mortgaged Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any other real property adjoining the Mortgaged Property affected by Hazardous Materials contamination.
- 25.1.6 To the best of Borrower's knowledge, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials or Hazardous Materials contamination is proposed, threatened, anticipated, or in existence regarding the Mortgaged Property. The Mortgaged Property is not currently on, and to Borrower's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.
- 25.1.7 Neither Borrower nor, to the best of Borrower's knowledge and belief, any tenant of any portion of the Mortgaged Property has received any notice from any Governmental Authority regarding any violation of any Environmental Laws.
- 25.1.8 The use that Borrower makes and intends to make of the Mortgaged Property shall not result in the disposal or release of any Hazardous Materials on, in, or to the Mortgaged Property except in the ordinary course of construction and business at the Mortgaged Property and in compliance with Environmental Laws.

- 25.1.9 Borrower shall not cause any violation of any Environmental Laws, nor permit any tenant of any portion of the Mortgaged Property to cause such a violation, nor permit any environmental liens to be placed on any portion of the Mortgaged Property.
- 25.1.10 Borrower shall not, and shall not permit or cause any third party to, use, generate, manufacture, store, release, discharge, or dispose of any Hazardous Materials on, under, or about the Mortgaged Property, or transport any Hazardous Materials to or from the Mortgaged Property, other than Hazardous Materials used in the course of construction and in the ordinary course of business and in compliance with Environmental Laws.
- 25.2 <u>Survival of Representations and Warranties</u>. The foregoing representations and warranties shall be continuing and shall be true and correct for the period from the date of this instrument to the release of this Deed of Trust (whether by payment of the Indebtedness secured by this Deed of Trust or foreclosure or action in lieu of foreclosure), and these representations and warranties shall survive such release.
 - 25.3 Notice to Lender. Borrower shall give prompt written notice to Lender of:
- 25.3.1 Any proceeding or inquiry by any Governmental Authority (including, without limitation, the California State Department of Health Services) regarding the presence or threatened presence of any Hazardous Materials on the Mortgaged Property;
- 25.3.2 All claims made or threatened by any third party against Borrower or the Mortgaged Property relating to any loss or injury resulting from any Hazardous Materials;
 - 25.3.3 Any notice given to Borrower under California Civil Code §851(b); and
- 25.3.4 Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Mortgaged Property that could cause it or any part of it to be subject to any restrictions on the ownership, occupancy, transferability, or use of the Mortgaged Property under any Environmental Laws.
- 25.4 <u>Lender's Right to Join Legal Actions</u>. Lender shall have the right, at its option, but at Borrower's sole cost and expense, to join and participate in, as a party if it so elects, any legal proceedings or actions initiated by or against Borrower or the Mortgaged Property in connection with any Environmental Laws.
- 25.5 <u>Borrower's Indemnity</u>. Borrower shall indemnify, defend, and hold harmless Lender, its elected and appointed officials, officers, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising from or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Mortgaged Property, or any order, consent decree, or settlement relating to the cleanup of Hazardous Materials, or any claims of loss, damage, liability, expense, or injury relating to or arising from, directly or indirectly, any disclosure by Lender to anyone of information, whether true or not, relative to Hazardous Materials or an Environmental Law violation, including, without limitation, Attorneys' Fees. This indemnity shall survive the release of this Deed of Trust (whether by

payment of the Indebtedness secured by this Deed of Trust or foreclosure or action in lieu of foreclosure), provided, however, Borrower shall have no obligations hereunder to the extent of any Hazardous Materials first introduced at the Mortgaged Property from and after a foreclosure or other transfer of the Mortgaged Property.

- 26. Trustee. The Trustee shall be deemed to have accepted the terms of this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trustee shall not be obligated to notify any party to this Deed of Trust of any pending sale under any other deed of trust or of any action or proceeding in which Borrower, Lender, or Trustee is a party, unless such sale relates to or reasonably might affect the Mortgaged Property, this Deed of Trust, Lender's security for the payment of the Indebtedness and the performance of the Obligations, or the rights or powers of Lender or Trustee under the Loan Documents, or unless such action or proceeding has been instituted by Trustee against the Mortgaged Property, Borrower, or Lender.
- 27. Power of Trustee to Reconvey or Consent. At any time, without liability and without notice to Borrower, on Lender's written request and presentation of the Note and this Deed of Trust to Trustee for endorsement, and without altering or affecting (a) the personal liability of Borrower or any other person for the payment of the Indebtedness secured by this Deed of Trust, or (b) the lien of this Deed of Trust on the remainder of the Mortgaged Property as security for the repayment of the full amount of the Indebtedness then or later secured by this Deed of Trust, (c) or any right or power of Lender or Trustee with respect to the remainder of the Mortgaged Property, Trustee may (i) reconvey or release any part of the Mortgaged Property from the lien of this Deed of Trust; (ii) approve the preparation or filing of any map or plat of the Mortgaged Property; (iii) join in the granting of any easement burdening the Mortgaged Property; or (iv) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Deed of Trust.
- 28. <u>Duty to Reconvey</u>. On Lender's written request reciting that all sums secured hereby have been paid, surrender of the Note and this Deed of Trust to Trustee for cancellation and retention by Trustee, and payment by Borrower of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Mortgaged Property then held by Trustee under this Deed of Trust. The recitals in such reconveyance of any matters of fact shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled to the Mortgaged Property." Such request and reconveyance shall operate as a reassignment of the Rents assigned to Lender in this Deed of Trust.
- 29. <u>Partial Releases</u>. Provided that all of the conditions set forth in this Section 29 have been satisfied, notwithstanding the provisions of Section 21, upon Borrower's written request, Lender agrees to cause the Trustee to prepare, execute, and record a partial release and reconveyance of the lien of this Deed of Trust with respect to one or more parcels comprising the Land described in <u>Attachment A</u> that Borrower intends to sell or otherwise convey to third parties. All of the following conditions must be satisfied prior to the execution and recordation of any such partial release and reconveyance:
- 29.1 <u>No Current Default</u>. At the time of the request, Borrower is not in default under the Note or the Deed of Trust in the payment of principal, interest, loan costs, or fees, or in the

performance of any of the terms, conditions, or covenants of the Note, the Deed of Trust, or the Loan Agreement.

- 29.2 <u>No Future Default</u>. No event has occurred that after notice, passage of time, or both, shall constitute a default under the Note, the Deed of Trust, or the Loan Agreement.
- 29.3 Payment of Consideration. Borrower shall have paid to Lender the consideration for the requested partial release and reconveyance in the amount of the greater of (a) the Net Proceeds (defined below) from the sale, or (b) such amount which, when applied as a reduction to the outstanding principal balance of the Loan will result in the ratio, expressed as a percentage, of the outstanding principal balance of the Loan divided by the appraised value of the portion of the Mortgaged Property remaining subject to the lien of this Deed of Trust to be not greater than eighty percent (80%), with such determination of value to be made based upon an appraisal conducted at the time of Borrower's request by an appraiser selected by Lender, and with the cost of such appraisal to be paid by Borrower. For purposes of this Deed of Trust, "Net Proceeds" shall mean the proceeds of sale received by Borrower from the sale of any or all of the parcels comprising the Land less costs incurred for marketing, appraisals, brokers' fees, escrow and survey charges, closing costs, and title insurance.
- 29.4 <u>Remaining Property Secured</u>. All Mortgaged Property and Personalty providing security for the payment of the Note and other Indebtedness described in this Deed of Trust, (other than portions of the Mortgaged Property security, if any, previously reconveyed and portions of the Mortgaged Property that may be released as provided in this Section 29), is still and shall remain subject to the lien of this Deed of Trust.
- 29.5 Access. No portion of the Mortgaged Property shall be released from the lien of this Deed of Trust if such release will prevent Lender's means of ingress and egress to the Mortgaged Property not yet released unless Borrower provides Lender with an easement providing access to the unreleased Mortgaged Property, or the Mortgaged Property to be released contains streets or roads dedicated to public use that would allow Lender access to Mortgaged Property not yet released.
- 29.6 <u>Lender's Fees and Costs.</u> Borrower shall have paid all costs and expenses reasonably incurred in connection with the reconveyance, including without limitation, trustee's fees, recording fees, escrow fees, the cost of title endorsements required by Lender, Attorneys' Fees incurred by Lender, and the cost of any appraisal conducted pursuant to Section 29.3.
- 29.7 <u>Title Endorsements</u>. Lender shall receive, at Borrower's expense, a CLTA Endorsement No. 111 to Lender's title insurance policy obtained upon the making of the Loan and the recordation of this Deed of Trust, and any other title endorsements reasonably required by Lender.
- 29.8 Other Documents. Borrower shall cause to be executed and recorded a reciprocal easement agreement, declaration of covenants, conditions, and restrictions, or other agreement that will burden the portion of the Mortgaged Property to be reconveyed with rights of access, ingress, and egress, in favor of the remainder of the Mortgaged Property, in form and content approved by Lender.

- 29.9 <u>Legal Subdivision</u>. The portion of the Mortgaged Property to be reconveyed and the remainder of the Mortgaged Property shall each be comprised of lawful parcels under the Subdivision Map Act of the State of California and all applicable local ordinances.
- 30. Substitution of Trustee. Lender, at Lender's option, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the County of Riverside, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Mortgaged Property. To be effective, the instrument must contain the names of the original Borrower, Trustee, and Lender under this Deed of Trust, the book and page or instrument or document number at which, and the county or counties in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then acting Trustee have been paid. On such payment, the then acting Trustee shall endorse receipt of the payment on the instrument of substitution. The procedure provided in this Section 30 for substitution of Trustees is not exclusive of other provisions for substitution provided by Governmental Requirements.
- 31. No Waiver by Lender. No waiver by Lender of any right or remedy provided by the Loan Documents or Governmental Requirements shall be effective unless such waiver is in writing and signed by the City Manager. Waiver by Lender of any right or remedy granted to Lender under the Loan Documents or Governmental Requirements as to any transaction or occurrence shall not be deemed a waiver of any future transaction or occurrence. The acceptance of payment of any sum secured by this Deed of Trust after its due date, or the payment by Lender of any Indebtedness or the performance by Lender of any Obligations of Borrower under the Loan Documents, on Borrower's failure to do so, or the addition of any payment so made by Lender to the Indebtedness secured by this Deed of Trust, or the exercise of Lender's right to enter the Mortgaged Property and receive and collect the Rents from it, or the assertion by Lender of any other right or remedy under the Loan Documents, shall not constitute a waiver of Lender's right to require prompt performance of all other Obligations of Borrower under the Loan Documents and payment of the Indebtedness, or to exercise any other right or remedy under the Loan Documents for any failure by Borrower to timely and fully pay the Indebtedness and perform its Obligations under the Loan Documents. Lender may waive any right or remedy under the Loan Documents or Governmental Requirements without notice to or consent from Borrower, any guarantor of the Indebtedness and of Borrower's Obligations under the Loan Documents, or any holder or claimant of a lien or other interest in the Mortgaged Property that is junior to the lien of this Deed of Trust, and without incurring liability to Borrower or any other person by so doing.
- 32. <u>Consents and Modifications; Borrower and Lien Not Released</u>. Despite Borrower's default in the payment of any Indebtedness secured by this Deed of Trust or in the performance of any Obligations under this Deed of Trust or Borrower's breach of any obligation, covenant, or agreement in the Loan Documents, Lender, at Lender's option, without notice to or consent from Borrower, any guarantor of the Indebtedness and of Borrower's Obligations under the Loan Documents, or any holder or claimant of a lien or interest in the Mortgaged Property that is junior

to the lien of this Deed of Trust, and without incurring liability to Borrower or any other person by so doing, may from time to time (a) extend the time for payment of all or any portion of Borrower's Indebtedness under the Loan Documents; (b) accept a renewal note or notes, or release any person from liability, for all or any portion of such Indebtedness; (c) agree with Borrower to modify the terms and conditions of payment under the Loan Documents; (d) reduce the amount of the monthly installments due under Section 10 of this Deed of Trust; (e) reconvey or release other or additional security for the repayment of Borrower's Indebtedness under the Loan Documents; (f) approve the preparation or filing of any map or plat with respect to the Mortgaged Property; (g) enter into any extension or subordination agreement affecting the Mortgaged Property or the lien of this Deed of Trust; and (h) agree with Borrower to modify the term, the rate of interest, or the period of amortization of the Note or alter the amount of the monthly installments payable under the Note. No action taken by Lender under this Section 32 shall be effective unless it is in writing, subscribed by Lender, and, except as expressly stated in such writing, no such action will impair or affect (i) Borrower's obligation to pay the Indebtedness secured by this Deed of Trust and to observe all Obligations of Borrower contained in the Loan Documents; (ii) the guaranty of any Person of the payment of the Indebtedness secured by this Deed of Trust; or (iii) the lien or priority of the lien of this Deed of Trust. At Lender's request, Borrower shall promptly pay Lender a reasonable service charge, together with all insurance premiums and Attorneys' Fees as Lender may have advanced, for any action taken by Lender under this Section 32.

Whenever Lender's consent or approval is specified as a condition of any provision of this Deed of Trust, such consent or approval shall not be effective unless such consent or approval is in writing, signed by the City Manager.

33. <u>Waiver of Right of Offset</u>. No portion of the Indebtedness secured by this Deed of Trust shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower may have or claim to have against Lender. Borrower hereby waives, to the fullest extent permitted by Governmental Requirements, the benefits of California Code of Civil Procedure §431.70, which provides:

Where cross-demands for money have existed between persons at any point in time when neither demand was barred by the statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in the answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting the person's claim would at the time of filing the answer be barred by the statute of limitations. If the cross-demand would otherwise be barred by the statute of limitations, the relief accorded under this section shall not exceed the value of the relief granted to the other party. The defense provided by this section is not available if the cross-demand is barred for failure to assert it in a prior action under Section 426.30. Neither person can be deprived of the benefits of this section by the assignment or death of the other. For the purposes of this section, a money judgment is a "demand for money" and, as applied to a money judgment, the demand is barred by the statute of limitations when enforcement of the

judgment is barred under Chapter 3 (commencing with Section 683.010) of Division 1 of Title 9.

- 34. <u>Future Advances</u>. On request by Borrower, Lender, at Lender's option, may make future advances to Borrower. All such future advances, with interest, shall be added to and become a part of the Indebtedness secured by this Deed of Trust when evidenced by promissory note(s) reciting that such note(s) are secured by this Deed of Trust.
- 35. <u>Intentionally omitted.</u>
- 36. <u>Additional Borrower Representations and Covenants</u>. To induce Lender to enter into this Deed of Trust, the Note, and the Loan Agreement and to make the Loan, Borrower makes the following representations and warranties, which are deemed made as of both the date and the recordation of this Deed of Trust:
- 36.1 <u>Capacity</u>. Borrower and the individuals executing Loan Documents on Borrower's behalf have the full power, authority, and legal right to execute and deliver, and to perform and observe the provisions of this Deed of Trust, the Note, the other Loan Documents, and any other document, agreement, certificate, or instrument executed in connection with the Loan, and to carry out the contemplated transactions.
- Authority and Enforceability. Borrower's execution, delivery, and performance of this Deed of Trust, the Note, the Loan Agreement, and any other document, agreement, certificate, or instrument executed in connection with the Loan have been duly authorized by all necessary corporate or other business entity action and do not and shall not require any registration with, consent, or approval of, notice to, or any action by any Person or Governmental Authority. Borrower has obtained or will obtain on or before the recordation of this Deed of Trust all necessary Governmental Authority and other approvals necessary for Borrower to comply with the Loan Documents. This Deed of Trust, the Note, and Loan Agreement, when executed and delivered by Borrower, shall constitute the legal, valid, binding, and joint and several obligations of Borrower enforceable in accordance with their respective terms.
- 36.3 <u>Compliance With Other Instruments</u>. The execution and delivery of this Deed of Trust, the Note, and the Loan Agreement, and compliance with their respective terms, and the issuance of the Note and other Loan Documents as contemplated in this Deed of Trust, shall not result in a breach of any of the terms or conditions of, or result in the imposition of, any lien, charge, or encumbrance (except as created by this Deed of Trust and the other Loan Documents) on any properties of Borrower, or constitute a default (with due notice or lapse of time or both) or result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable under, any indenture, agreement, order, judgment, or instrument to which Borrower is a party or by which Borrower or its properties may be bound or affected.
- 36.4 <u>Compliance With Law.</u> The execution and delivery of this Deed of Trust, the Note, and the other Loan Documents, or any other document, agreement, certificate, or instrument to which Borrower is bound in connection with the Loan, do not conflict with, result in a breach or default under, or create any lien or charge under any provision of any Governmental Requirements to which it is subject and shall not violate any of the Governmental Requirements.

- 36.5 <u>Litigation</u>. There are no actions, suits, investigations, or proceedings pending or, to Borrower's knowledge after due inquiry and investigation, threatened against or affecting Borrower at law or in equity, before or by any Person or Governmental Authority, that, if adversely determined, would have a material adverse effect on the business, properties, or condition (financial or otherwise) of Borrower or on the validity or enforceability of this Deed of Trust, any of the other Loan Documents, or the ability of Borrower to perform under any of the Loan Documents.
- 36.6 No Untrue Statements. All statements, representations, and warranties made by Borrower in this Deed of Trust or any other Loan Document and any other agreement, document, certificate, or instrument previously furnished or to be furnished by Borrower to Lender under the Loan Documents (a) are and shall be true, correct, and complete in all material respects at the time they were made and on and as of the recordation of this Deed of Trust, (b) do not and shall not contain any untrue statement of a material fact, and (c) do not and shall not omit to state a material fact necessary to make the information in them neither misleading nor incomplete. Borrower understands that all such statements, representations, and warranties shall be deemed to have been relied on by Lender as a material inducement to make the Loan.
- 36.7 <u>Policies of Insurance</u>. Each copy of the insurance policies relating to the Mortgaged Property delivered to Lender by Borrower: (a) is a true, correct, and complete copy of the respective original policy in effect on the date of this Deed of Trust, and no amendments or modifications of said documents or instruments not included in such copies have been made, except as disclosed to Lender in writing, and (b) has not been terminated and is in full force and effect. Borrower is not in default in the observance or performance of its material obligations under said documents or instruments and Borrower has done all things required to be done as of the date of this Deed of Trust to keep unimpaired its rights thereunder.
- 36.8 <u>Taxes</u>. Borrower has filed or caused to be filed all tax returns that are required to be filed by Borrower under the Governmental Requirements of each Governmental Authority with taxing power over Borrower, and Borrower has paid, or made provision for the payment of, all taxes, assessments, fees, and other governmental charges that have or may have become due under said returns, or otherwise, or under any assessment received by Borrower except that such taxes, if any, as are being contested in good faith and as to which adequate reserves (determined in accordance with generally accepted accounting principles) have been provided.
- 36.9 <u>Title to Mortgaged Property</u>. As of the date of recordation of this Deed of Trust, Borrower holds full legal and equitable title to the Mortgaged Property.
- 36.10 <u>Leases</u>. If the Mortgaged Property includes a leasehold estate, Borrower has not and shall not surrender, terminate, cancel, waive, accept waiver, change, supplement, grant subleases of, alter, surrender, or amend, and shall comply with all terms, covenants, and conditions in the Leasehold.
- 36.11 <u>Further Acts</u>. Borrower shall, at its sole cost and expense, and without expense to Trustee or Lender, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Lender shall from time to time reasonably require, for the purpose of

better assuring, conveying, assigning, transferring, pledging, mortgaging, warranting, and confirming to Trustee the Mortgaged Property and rights, and as to Lender the security interest as to the Personalty, conveyed or assigned by this Deed of Trust or intended now or later so to be, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust and, on demand, shall execute and deliver, and authorizes Lender to execute in the name of Borrower, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien of this Deed of Trust on the Mortgaged Property.

- 36.12 <u>Filing Fees</u>. Borrower shall pay all filing, registration, or recording fees, all Governmental Authority stamp taxes and other fees, taxes, duties, imposts, assessments, and all other charges incident to, arising from, or in connection with the preparation, execution, delivery, and enforcement of the Note, this Deed of Trust, the other Loan Documents, any supplemental deed of trust or mortgage, or any instrument of further assurance.
- 36.13 <u>Entity Compliance</u>. As long as it is the owner of the Mortgaged Property, Borrower, if a corporation, limited liability company, or partnership, shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights, and privileges as such entity under the laws of the state of its incorporation or formation, and shall comply with all Governmental Requirements of any Governmental Authority applicable to Borrower or to the Mortgaged Property or any part of it.
- 37. Governing Law. This instrument shall be deemed to have been made in the State of California, and the validity of this Deed of Trust and the Loan Documents shall be governed by, interpreted under, and construed and enforceable in accordance with, the procedural and substantive laws of the State of California for all purposes; except when federal law applies (including, without limitation, any federal usury ceiling or other federal law preempting state usury laws, which, from time to time, is applicable to the indebtedness evidenced by the Note). The parties agree that all actions or proceedings (including arbitration) arising in connection with this Deed of Trust and the other Loan Documents shall be tried and litigated only in the state courts located in the County of Riverside, State of California, except as may be otherwise provided by California law for actions between private parties and public entities.
- 38. Mechanics' Liens. Borrower shall pay from time to time when due, all lawful claims and demands of mechanics, materialmen, laborers, and others that, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part of it, or on the Rents arising therefrom, and in general shall do or cause to be done everything necessary so that the lien and security interest of this Deed of Trust shall be fully preserved, at Borrower's expense, without expense to Lender; provided, however, that if Governmental Requirements empower Borrower to discharge of record any mechanics', laborer's, materialman's, or other lien against the Mortgaged Property by the posting of a bond or other security, Borrower shall not have to make such payment if Borrower posts such bond or other security on the earlier of (a) ten (10) days after the filing or recording of same or (b) within the time prescribed by law, so as not to place the Mortgaged Property in jeopardy of a lien or forfeiture.

- 39. <u>Liability for Acts or Omissions</u>. Lender shall not be liable or responsible for its acts or omissions under this Deed of Trust, except for Lender's (or its officials, officers, employees, agents, contractor's or representatives) own gross negligence or willful misconduct.
- 40. <u>Notices</u>. Except for any notice required by Governmental Requirements to be given in another manner, any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt. Such notices shall be addressed as follows:

Lender Notice Address:

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

Attention: Administrative Services Director

with copies to:

Burke, Williams & Sorensen 1600 Iowa Avenue, Suite 250 Riverside, CA 92507-7426 Attention: Eric Vail, City Attorney

Borrower Notice Address:

City Urban Revitalization Corporation 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234 Attention: Executive Director

with a copy to:

Gresham Savage Nolan & Tilden, PC 550 E. Hospitality Lane, Suite 300 San Bernardino, CA 92408 Attention: Kevin Randolph

or to such other address as either party may from time to time specify in writing to the other party. All notices shall be deemed effective on the earliest of (i) actual receipt; (ii) rejection of delivery; (iii) if sent by certified mail, the third day on which regular United States mail delivery service is provided after the day of mailing or, if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address(es).

41. <u>Statement of Obligations</u>. Except as otherwise provided by Governmental Requirements, at Lender's request, Borrower shall promptly pay to Lender such fee as may then be provided by law as the maximum charge for each statement of obligations, Lender's statement, Lender's

demand, payoff statement, or other statement on the condition of, or balance owed, under the Note or secured by this Deed of Trust.

- 42. <u>Application of Payments</u>. Except as otherwise expressly provided by Governmental Requirements or any other provision of this Deed of Trust, all payments received by Lender from Borrower under the Loan Documents shall be applied by Lender in the following order: (a) costs, fees, charges, and advances paid or incurred by Lender or payable to Lender and interest under any provision of this Note or the Deed of Trust, in such order as Lender, in its sole and absolute discretion, elects, (b) interest payable under the Note, and (c) principal under the Note.
- 43. <u>Remedies Are Cumulative</u>. Each remedy in this Deed of Trust is separate and distinct and is cumulative to all other rights and remedies provided by this Deed of Trust or by Governmental Requirements, and each may be exercised concurrently, independently, or successively, in any order whatsoever.
- 44. <u>Non-Recourse</u>. The obligations under the Loan Documents are fully and unconditionally non-recourse to CURC and its officers, officials, employees, agents, and contractors. All amounts due or to become due for any reason under the Loan Documents may be satisfied solely from the exercise of the City's rights and remedies against the Mortgaged Property and under no circumstances will CURC's present or future real and personal property assets other than the Mortgaged Property be liable for the satisfaction of any amounts that may become due under the Loan Documents.
- 45. <u>Severability</u>. If any provision of the Loan Documents, or the application of them to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, the Loan Documents, and the applications of such provision to other parties or circumstances, shall not be affected thereby, the provisions of the Loan Documents being severable in any such instance.
- 46. <u>Delegation of Authority</u>. Whenever this Deed of Trust provides that Borrower authorizes and appoints Lender as Borrower's attorney-in-fact to perform any act for or on behalf of Borrower or in the name, place, and stead of Borrower, Borrower expressly understands and agrees that this authority shall be deemed a power coupled with an interest and such power shall be irrevocable.

47. General Provisions.

- 47.1 <u>Successors and Assigns</u>. Subject to Sections 20 and 21 of this Deed of Trust, this Deed of Trust applies to, inures to the benefit of, and binds, the respective heirs, legatees, devisees, administrators, executors, successors, and assigns of each party to this Deed of Trust.
- 47.2 <u>Meaning of Certain Terms</u>. As used in this Deed of Trust and unless the context otherwise provides, the words "herein," "hereunder" and "hereof" mean and include this Deed of Trust as a whole, rather than any particular provision of it.
- 47.3 <u>Authorized Agents</u>. In exercising any right or remedy, or taking any action provided in this Deed of Trust, Lender may act through its employees, agents, or independent contractors, as Lender expressly authorizes.

- 47.4 <u>Gender and Number</u>. Wherever the context so requires in this Deed of Trust, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa.
- 47.5 <u>Captions</u>. Captions and section headings used in this Deed of Trust are for convenience of reference only, are not a part of this Deed of Trust, and shall not be used in construing it.
- 47.6 <u>Time Is of the Essence</u>. As a material inducement and consideration to the parties entering into this Deed of Trust, and but for this provision the parties would not enter into this Deed of Trust, the parties agree that the performance in a timely manner of each deadline set forth in this Deed of Trust before its expiration is of crucial importance to the parties. Failure by a party to timely perform an obligation before the deadline set forth in this Deed of Trust (no matter for what reason, nor how soon thereafter it may have been performed, nor the lack of prejudice to the other party as the result of such nonperformance) shall result in a default by the nonperforming party or the failure of a condition, as appropriate. The parties expressly waive any equitable relief with respect to a missed deadline.
- 47.7 <u>No Limitation of Remedies</u>. Nothing in this Deed of Trust shall be deemed to apply to or limit the right of Lender to: (a) exercise self-help remedies, (b) foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) pursue rights against Borrower or any other party in a third party proceeding in any action brought against Lender (including, but not limited to, actions in bankruptcy court).

IN WITNESS WHEREOF, Borrower has executed and delivered this Deed of Trust as of the date first written above.

BORROWER:

CITY URBAN REVITALIZATION CORPORATION, a non-profit corporation

By:	
Name:	
Title:	

This Notary Acknowledgement is attached to a document entitled:

DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFO	ORNIA	
COUNTY OF)	
On	before me,	
		(insert name and title of the officer)
personally appeared	1	
who proved to me of subscribed to the waitin his/her/their author	on the basis of satisfactory of thin instrument and acknown prized capacity(ies), and that	evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same t by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
I certify under PENA paragraph is true and		the laws of the State of California that the foregoing
WITNESS my hand	and official seal.	
Signature	(Seal)

ATTACHMENT A

LEGAL DESCRIPTION OF LAND

All that real property in the City of Cathedral City, County of Riverside, State of California, described as follows:

Parcel 1 of Parcel Map No. 32932, as shown on the map filed in Book 217 of Parcel Maps, at Pages 7 through 10, inclusive, in the office of the County Recorder of Riverside County, California.

APN: 687-500-001, 687-500-003, 687-500-018



Cathedral City

Agenda Report

File #: 2018-222 Item No: 5.E.

City Council

MEETING DATE: 6/13/2018

TITLE:

Contract Award to Urban Habitat Environmental Landscapes to construct the East Palm Canyon Median Hardscape Improvements

FROM:

Contract Award to Urban Habitat Environmental Landscapes to construct the East Palm Canyon Median Hardscape Improvements.

RECOMMENDATION:

Staff is recommending that the City Council:

- 1. Approve the award of a contract to Urban Habitat Environmental Landscapes in the amount of \$142,556 to construct the East Palm Canyon Median Hardscape (Project); and
- 2. Approve an approximate 10% contingency on the contract in the amount of Fourteen Thousand Four Hundred Forty-Four Dollars (\$14,444.00) for unforeseen construction contingencies; and
- 3. Approve \$8,000 for inspection and testing, thereby, making the total encumbrance One Hundred Sixty-Five Thousand Dollars (\$165,000) for the Project; and
- 4. Authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the Project; and
- 5. Authorize the City Manager to execute the contract.

BACKGROUND:

In 2016 the City Council authorized the reconstruction of Date Palm Drive and Cathedral Canyon Drive, both from Perez Road to East Palm Canyon Drive (EPC). As part of that project, a median with concrete curbing was constructed in East Palm Canyon from the Date Palm Drive/East Palm Canyon intersection to the Sungate Way/EPC intersection. This median was not landscaped not improved at that time.

In addition, this past winter, the City of Cathedral City Public Arts Commission acquired two Betty Gold Sculptures. The EPC median was determined to be an optimal place for one of the pieces. On April 25, 2018, the City Council approved funding in the amount of \$13,300 to assist in the placement of the chosen Betty Gold Sculpture and its respective lighting.

File #: 2018-222 Item No: 5.E.

The median is intended to be environmentally friendly and will require no water or electrical power. To assist the City Staff in the design of the median enhancements, Engineering Staff hired an electrical engineering consultant to develop the solar lighting design and a landscape architect to assist with the hardscape design and lighting placement.

DISCUSSION:

The City proposes to complete the median by constructing new concrete hardscape, installing decorative boulders, granite stones and disintegrated granite. Hardscape features, the existing Cathedral City entry monument sign and the Betty Gold sculpture will be lighted with solar powered landscape lighting.

Engineering Staff circulated a call for bids to construct the Project on April 13, 2018. 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 May 22, 2018. Urban Habitat Environmental Landscapes from La Quinta was the only bidder. Although there was only one bid, the bid was under the Engineer's estimate for the Project and the bidder has successfully completed several similar projects in La Quinta and Indian Wells. They have a clean record with the State Contractor's Licensing Board and are fully bonded for the project. City Staff is recommending that the City Council award a contract to Urban Habitat Environmental Landscapes in the amount of \$142,556.

The Project construction period is limited to 25 working days.

All work and resulting improvements will fully comply with the currently adopted Coachella Valley State Implementation Plan (CVSIP) for PM - 10 control regulations, including Best Management Practices during the construction process.

All of the above work will be performed within the existing street right-of-way and median. This Project is Categorically Exempt under the California Environmental Quality Act (CEQA) Section 15301, Existing Facilities.

FISCAL IMPACT:

Funding for the project is from previously approved Gas Tax and Measure A accounts:

241-8653-8802 \$82,500 243-8653-8892 \$82,500

In addition, to assist with the placement and lighting of the Betty Gold Statue, City Council authorized the amount of up to \$13,300 from the Art in Public Places Fund on April 25, 2018.

ATTACHMENTS:

Contract and Insurance Requirements

File #: 2018-222 Item No: 5.E.

SECTION 1300

AGREEMENT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "City, and URBAN HABITAT ENVIRONMENTAL LANDSCAPES, 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 **EAST PALM CANYON MEDIAN HARDSCAPE Bid No. B17-07E, Project No. CIP 8653** (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 April 13, 2018, 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 May 22, 2018, and any addenda thereto (the "Contract Documents") all of which shall be considered a part hereof as though fully set herein.

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

- 2. Contractor will comply with all Federal, State, County, and City of Cathedral City Municipal Code, which are, as amended from time to time, incorporated herein by reference.
 - 3. All work shall be done in a manner satisfactory to the City Engineer.
- 4. Contractor shall commence work after the issuance of a written Notice to Proceed and agrees to have all work completed within **25 working days** from the date of Notification to Proceed.
- 5. In consideration of said work, City agrees to pay Contractor such sums as shall be approved by the City Engineer at lump sums and/or unit prices stated in the Contractor's Bid, the base consideration of **One Hundred Forty-Two Thousand Five Hundred Fifty-Six dollars** (\$142,556.00). All payments shall be subject to approval by the City Engineer and shall be in accordance with the terms, conditions, and procedures provided in the Specifications.
- 6. The Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Twenty-Five Dollars (\$25.00) for each calendar day, or fraction thereof, for such workman paid by him or by any subcontractor under him in violation of this provision (Sections 1770-1777, Labor Code of California).
- 7. Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to City, as provided in said Specifications or Invitation to Bid, the cost of which shall be paid by Contractor.
- 8. Contractor agrees to indemnify, hold harmless, release and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or, any injury caused by, any product purchased herein; or any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract. This agreement to indemnify includes, but is not limited to, personal injury (including death at any time) and damage to property (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public.

Agreement 1300-1

- 9. Except as otherwise required, Contractor shall concurrently with the execution of this contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts provided in said Specifications. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City as an additional insured. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.
- 10. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.
- 11. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$500.00 liquidated damages for each such breach committed under this contract.
- 12. Contractor also agrees that for contracts in excess of \$30,000 and more than 20 calendar days duration, that apprentices will be employed without discrimination in an approved program in a ratio established in the apprenticeship standards of the craft involved (Sections 1777.5 and 1777.6, Labor Code of California). Contractors who willfully fail to comply will be denied the right to bid on public projects for a period of six months in addition to other penalties provided by law.
 - 13. This Contract shall not be assignable by Contractor without the written consent of City.
- 14. Contractor shall notify the City Engineer (in writing) forthwith when the Contract is deemed completed.
- 15. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.
- 16. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the above work.
- 17. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.
- 18. The Contractor shall maintain and preserve all such records for a period of at least three years after termination of the contract.
- 19. The Contractor shall maintain all such records in the City of Cathedral City. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.
- 20. The further terms, conditions, and covenants of the Contract are set forth in the Contract Documents, each of which is by this reference made a part hereof.

Agreement 1300-2

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: **Eric S. Vail City Attorney** "CONTRACTOR" By: _____ Dated: Name: _____ Title: _____ Dated: By: Name: _____ Title: _____

Agreement 1300-3

"CONTRACTOR"

(If corporation, affix seal)

SECTION 1310

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on June 13, 2018, awarded to Urban habitat Environmental Landscapes, hereinafter designated as the Principal, a Contract for Bid No. B17-07E Project No. CIP 8653, East Palm Canyon Median Hardscape and

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.

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Faithful Performance Bond 1310-1

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this ______ day of _______, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Principal (Seal) Signature for Principal Title of Signatory Surety (Seal) Signature for Surety Title of Signatory Address of Surety Phone # of Surety

Faithful Performance Bond 1310-2

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 June 13, 2018, awarded to **Urban Habitat Environmental Landscapes**, hereinafter designated as the Principal, a Contract for **Bid No. B17-07E Project No. CIP 8653**, **East Palm Canyon Median Hardscape**, 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 \$142,556.00, 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.

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Payment Bond 1320-1

	Principal and Surety have executed this instrument under their
(Seal)	Principal
	Signature for Principal
	Title of Signatory
(C1)	Surety
(Seal)	Signature for Surety
	Title of Signatory
	Address of Surety
	Phone # of Surety
	Contact Person For Surety

Payment Bond 1320-2

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.
- 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 of Cathedral City, and the Coachella Valley Water District, their employees and officers, 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:

Tami Scott, Administrative Services Director City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

2.6 **Change in Terms**

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



Agenda Report

File #: 2018-232 Item No: 5.F.

City Council

MEETING DATE: 6/13/2018

TITLE:

Contract award to All American Asphalt in the amount of \$2,023,923 for construction of the Dinah Shore/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation

FROM:

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

RECOMMENDATION:

City Staff is recommending that the City Council:

- 1. Award a contract to All American Asphalt in the amount of \$2,023,923 for the Dinah Shore/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation; and
- 2. Approve an approximate 10% contingency of \$200,000; and
- 3. Approve City construction inspection at a cost of \$25,000 and materials testing services at a cost of \$15,000; thereby, making a total Project encumbrance of \$2,263,923; and
- 4. Authorize the City Engineer to issue a Notice of Award and request bonds and insurance for the Project; and
- 5. Authorize the City Manager to execute the contract with All American Asphalt.

BACKGROUND:

In the City's Pavement Rehabilitation Program there were two separate Projects that were evaluated as needing full street reconstruction. One Project is the reconstruction of the intersection of Dinah Shore Drive/Date Palm Drive (CIP 2518) and the other Project is the reconstruction of Dinah Shore Drive from the Dinah Shore Bridge to Date Palm Drive (CIP 8839).

The CIP 2518 Project is on the approved list of projects to be funded by SB 1 funds, otherwise known as, "the Gas Tax". The city receives approximately \$900,000 from this funding source as a result of these SB 1 funds and has designated this as the first Project to utilize this funding source.

File #: 2018-232 Item No: 5.F.

CIP 8839 Project is on the City's Pavement Management Program list and will be funded by a combination of matured Assessment District (A.D.) funds within A.D. 86-1, Measure A funding and in place Gas Tax funding prior to SB 1.

In order to minimize the impact on the drivers using this roadway segment, City Staff combined the Projects under this request for bids.

The City of Cathedral City has requested bids from qualified contractors to construct this combined Project. The reconstruction work includes construction of ADA compliant access ramps and concrete pavement for all stopping lanes at intersections.

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

DISCUSSION:

In general, the Project consists of furnishing all labor, materials, necessary tools, equipment, supervision and transportation required for the total reconstruction of the roadway at the intersection of Dinah Shore Drive and Date Palm Drive and the rehabilitation of the pavement on Dinah Shore Drive between Date Palm Drive and the Dinah Shore Bridge. The Project includes re-construction of sidewalk ramps and replacement of damaged median curb. All work and resulting improvements will fully comply with the currently adopted Coachella Valley State Implementation Plan (CVSIP) for PM - 10 control regulations, including Best Management Practices during the construction process.

The Project construction period is limited to 45 working days.

Staff circulated a call for bids to construct the Project on May 18, 2018. 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 June 5, 2018. Four contractors submitted bids as follows:

Hardy & Harper, Inc.	Santa Ana, CA	\$2,076,000.00
Matich Corporation	San Bernardino, CA	\$2,165,000.00
Granite Construction	Indio, CA	\$2,345,534.00
All American Asphalt	Corona, CA	\$2,023,923.00

The Engineer's estimate of cost for the Contractor's portion of the Project is \$2,055,441.

The lowest qualified bidder, All American Asphalt, has recently completed numerous projects similar to this one, including the Navajo Rehabilitation in Apple Valley, Gilman Springs Roadwork in Riverside County, the Bear Valley Parkway Reconstruction in Victorville and 4th Street Improvement Project in Perris.

Contingent upon City Council approval and award of the construction contract on June 13, 2018, the following timeline represents how the Project is expected to proceed:

File #: 2018-232 Item No: 5.F.

City Council Awards Contract: June 13, 2018

Issue Notice to Proceed to start construction on: July 9, 2018

Construction with 45 Working Days: completion by September 10, 2018.

FISCAL IMPACT:

Total Construction costs for CIP 2518 are \$827,696. This intersection work is funded by SB-1 funds, otherwise known as, 'RMRA" or the Road Maintenance and Rehabilitation Act.

Total construction costs for CIP 8839 are \$1,196,227. This pavement rehabilitation construction will be funded by;

- 1. 25% A.D. 86-1; and
- 2. 37.5% from Measure A
- 3. 37.5% from Gas Tax.

ATTACHMENTS:

Construction Contract

CONTRACT

THIS CONTRACT, by and between the CITY OF CATHEDRAL CITY, a municipal corporation, herein referred to as "City, and ALL AMERICAN ASPHALT, 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 **Bid No. B18-02E**, **Project No. CIP 2518 and 8839** (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 May 18, 2018, 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 June 5, 2018, 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 **45 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 Two Million Twenty-Three Thousand Nine Hundred Twenty-Three Dollars (\$2,023,923.00). 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

Agreement 1300-1

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,

Agreement 1300-2

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

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

Agreement 1300-3

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on June 13, 2018, awarded to All American Asphalt, hereinafter designated as the Principal, a Contract for Bid No. B18-02E, Project No. CIP 2518 and 8839, Dinah Shore Drive/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation, and

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 (2,023,923.00) 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.

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

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.

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Faithful Performance Bond 1310-1

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals this ______ day of _______, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Principal (Seal) Signature for Principal Title of Signatory Surety (Seal) Signature for Surety Title of Signatory Address of Surety Phone # of Surety

Faithful Performance Bond 1310-2

Contact Person For Surety

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Cathedral City, a municipal corporation, hereinafter designated the City, has, on June 13, 2018, awarded to All American Asphalt, hereinafter designated as the Principal, a Contract for Bid No. B18-02E, Project No. CIP 2518 and 8839, Dinah Shore Drive/Date Palm Drive Intersection Reconstruction and Dinah Shore Drive Pavement Rehabilitation, and

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

NOW, THEREFORE, we, the Principal, and ________, as Surety, are held and firmly bound unto the City in the just and full amount of (\$2,023,923.00), 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.

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Payment Bond 1320-1

seals this day of corporate party being hereto affixed authority of its governing body.	, 2018, the name and corporate seal of each and these presents duly signed by its undersigned representative, pursuant to
(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

Payment Bond 1320-2

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			

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.
- 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:

Tami Scott, Administrative Services Director City of Cathedral City 68-700 Avenida Lalo Guerrero Cathedral City, CA 92234

2.6 **Change in Terms**

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



Agenda Report

City Council

MEETING DATE: 6/13/2018

TITLE:

Authorization to Replace the Front Counter Workstations at City Hall

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends the City Council authorize the replacement of the entire front counter information and building license workstations to make the work environment more ergonomically functional in an amount not to exceed \$26,500.

BACKGROUND:

Earlier this year, the front lobby of City Hall was enclosed resulting in a new wall to be installed, which limits public access to private work areas of the city, to provide for the appropriate security of staff and to allow for better privacy when the public is dealing with community development plans.

DISCUSSION:

As a result of the construction of the new enclosure in the City Hall front lobby, there have been some unintended consequences, primarily because the workstation areas behind the enclosure are much lower than the countertop servicing the customer. Employees have difficulty reaching, sliding documents, poor posture positions, hearing and communicating with the customer without causing, in some cases, extreme physical discomfort to do their job. From a Risk Management standpoint, an ergonomic assessment was conducted and several solutions were recommended to be implemented. Many of the solutions included monitor arms for computer screens, chair mats, contour keyboards, wireless mouse, relocation of service drawers, ergonomic chairs, all of which have been implemented. The most significant issue identified was the need to completely redesign the current counter height and depth. The goal is to raise the workstation counter height to that of the customer counter and to make the depth of the workstation counter closer to the customer. Staff has spent a considerable amount of time working with local furniture companies, contractors and cabinet makers to determine the most cost-effective way to accomplish this task. The combined pricing proposals to include the direct purchase of some materials by city staff would be an amount not to exceed \$26,500. The local Cathedral City General Contractor would be Alfonso Boyer Construction, who did the original enclosure installation. This would accomplish a complete redesign to address counter depth, counter height, seating area, footstep height, seat height, resulting in minimizing overreaching and awkward postures ultimately reducing worker's compensation exposure.

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FISCAL IMPACT:

This would result in a budget amendment to the FY 2018/2019 budget account number 100-143-8935-8301 in an amount not to exceed \$26,500.

ATTACHMENTS:

None



Agenda Report

File #: 2018-224 Item No: 5.H.

City Council

MEETING DATE: 6/13/2018

TITLE:

Network Infrastructure Upgrade

FROM:

Tami E. Scott, Administrative Services Director

RECOMMENDATION:

Staff recommends that the City Council approve the upgrade of the Network Infrastructure in City and Public Safety Buildings.

BACKGROUND:

In 2006, Council approved the upgrade of the network infrastructure, phone system, and backup power supplies (UPS) for City Hall, Police Department, Fire Department, and Public Work's buildings. The network infrastructure is very critical to the City's operations, which provides communication, access to information, and keeps our Public Safety and City operations running. Currently the City's network infrastructure and phone system are slow, outdated, and End of Life; which means that it is no longer supported by the manufacturer, no more updated software is available, and parts are hard to find. The phone handsets act as a gateway to network access because computers connect to the phone directly. Since our phone handsets are old and have slow connection, the network connection of the computers will also be slow. The latest phone system software is no longer compatible with the majority of the old phone handsets. The backup power supplies for these network devices located in each electrical room no longer work.

In this current technology age, more staff, especially Public Safety, work on data that requires more bandwidth, such as data video uploads and downloads than ever before. Our old network equipment is slow and needs to keep up with today's technology and staffing processes.

DISCUSSION:

All old network equipment in the City and Public Safety buildings will need to be replaced, which includes: switches, routers, wireless access points, and phone systems. This upgrade will ensure our network infrastructure is up-to-date. The new network backbone will have 10GB, which is 10x what

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we currently have. New UPS will also need to be installed in each Telco room to provide backup power for the equipment.

For the network equipment, staff has chosen to stay with the brand Cisco, it has been robust for the City for several years and is used more widely by government and private entities than any other brand. Staff is recommending the purchase of the equipment through Convergeone, a reseller of Cisco equipment, who offered the lowest price.

Why upgrade network infrastructure now?

Cathedral City's network infrastructure equipment (switches, routers, access points, etc.) dates back over 12 years to the time that the MIS Department transitioned the City from a traditional telephone and network system to Voice over IP (VoIP) phones and updated network equipment. Network equipment is traditionally supported by the manufacturer for a 5-year period from the purchase date, this includes hardware and most importantly operating system support. In today's highly challenging world of network security, support of the operating system including security patches and service packs is critical. The City must stay current on the equipment front to ensure operability of public safety, disaster preparedness, and City business systems in support of the citizens of Cathedral City. The City's use of the current network equipment for these 12 years has taken the investment well past the period of industry standard replacement.

Why can't we keep current equipment?

As all City network infrastructure equipment is past the end-of-life period it is crucial that the equipment be upgraded now. The risk of continuing the use of equipment without current operating system support puts the City's information systems at undue risk. As network equipment runs 24/7/365, the 12-year period of use has taken a toll on the reliability and up time as the years move forward. Most switches and routers are experiencing failures on various ports and/or total failures of internal components on a regular basis. Staff struggles to source replacement components for the current equipment.

Why Cisco over the others?

- -The continued use of Cisco products is crucial to the availability of the City's information systems. Staff has become experts at the configuration, installation, upgrade, and emergency replacement of Cisco products over the last decade plus.
- -Cisco has been the industry leader in network communications for over 30 years, they offer the greatest breadth of products and technical support in the business.
- -Troubleshooting resources for the internal resolution of problems for Cisco products are second to none, online resources both free and contracted dwarf any of Cisco's competitors. The professional support (phone, email, online knowledge bases, etc.) and personnel resources of the Cisco support department cannot be matched by any of the top network equipment contenders.

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-Cost of ownership over the length of time the product will be deployed is less with Cisco due to longevity and supportability of the platform. A perfect example is the current Cisco equipment that the city has on the VIOP and switching side.

- -Interoperability with current systems in place allowing for an orderly upgrade with limited downtime.
- -Scalability and elasticity of the network over time. Meaning we have no idea what requirements will be placed on the network going forward. Cisco spends more R&D to produce the most elastic network to allow for things the City has not yet thought about it needs to support.
- -Cisco ensures their customers are compliant with the latest PCI regulations coming into effect by providing enhanced encryption features on our phones
- -Products should not be seen as individual items, but rather components of an end-to-end architecture designed and tested to work together. By purchase the Cisco architecture, this will reduce your staff's time doing root cause analysis to identify and solve threats/issues.

Did we research the others?

Staff performed an exhaustive analysis of other manufacturers of network equipment. Manufacturers considered include Hewlett Packard, Dell, and Huawei among others. It was found that the other vendors paled in comparison to Cisco's available resources. Many manufacturers offer adequate products in this marketplace for general business use. However, to ensure the highest level of reliability for emergency operations, public safety radio/computer systems, and City government needs, Cisco remains the only choice.

FISCAL IMPACT:

A lease-to-own purchase at 0% interest rate for 60 months is \$561,134.96. The 1st year would be \$5,833.33/month, which is already included in the 2018-2019 IT approved Budget. In years two (2) through five (5) the lease-to-own payment would be \$10,231.98/month, which would be an additional \$52,783 increase in each of those subsequent budget years.

ATTACHMENTS:

None



Agenda Report

File #: 2018-246 Item No: 5.I.

City Council

MEETING DATE: 6/13/2018

TITLE:

Public Arts Funding Guidelines for Art Education Programs

FROM:

Deanna Pressgrove, Public Arts Commission Staff Liaison

RECOMMENDATION:

Staff recommends the City Council approve the proposed funding guidelines for the Public Arts Educational fund.

BACKGROUND:

City Council recently approved an ordinance increasing the allocation for art education programs to 30% from the Art in Public Places fund beginning July 1, 2018.

During this process, City Council directed Staff to develop funding guidelines for the Public Arts Educational programs.

In the past, the Pubic Arts Educational fund has supported the following programs: DATA Photo and Video Competition, Mary Pickford Theatre Film Series, Cathedral City High School Stardust Arts Expo, Latino Cultural Arts Show, Coachella Valley Repertory 8-week drama class, Dia De los Muertos and the Tourbuddy App.

DISCUSSION:

Below is a draft set of guidelines that City Staff and the City's Attorney's Office developed for your discussion and consideration. If approved, the guidelines will be implemented July 1st.

The City's Public Art ordinance (Cathedral City Municipal Code §§ 11.45.010 et seq.) provides that thirty percent (30%) of the Public Art fees received by the City may be expended for "Art Education." This term is defined in Section 11.45.020 of the Municipal Code as "... any publicly available class, lecture, program or similar event related in some manner to the arts, including, but not limited to, lectures, classes, concerts, forums, teaching presentations or speaking engagements pertaining to

the visual, auditory and/or cultural arts."

In recommending expenditures of the Public Art Fund for Art Education, the Commission should follow guidelines set forth below:

The Commission will consider whether the expenditure is consistent with the California Mitigation Fee Act's definition of "Public Facilities" in Government Code §66000(d). Under this definition, development impact fees, in this instance money from the Public Art Fund, may be expended by the City on "Public Facilities" which are defined to include "public services" and "community amenities." The City Council has determined that Art Education constitutes both "public services" and "community amenities. The Commission should consider how any recommended expenditure for Art Education will provide or enhance a public service or community amenity.

The Commission will consider whether the expenditure is consistent with the Public Arts Master Plan and its Mission Statement.

The Commission will consider whether the expenditure is consistent with the purpose of the City's Public Art ordinance.

Proposed expenditures less than \$2500 must be presented to the Public Arts Commission for consideration and approval. Once approved the expenditure and related program can be implemented.

Proposed expenditures of or exceeding \$2500 must be presented to the Public Arts Commission for consideration and recommendation. The Commission's recommendation will then be forwarded to the City Council for final approval prior to implementation.

At the beginning of each fiscal year, the Public Arts Commission will submit a summary report to City Council that includes the following:

Program description and funding amount for all art education programs funded the previous fiscal year; and,

Proposed program descriptions and funding amounts for the upcoming fiscal year.

FISCAL IMPACT:

Up to 30% of the amount reflected in the Art in Public Places Fund on July 1, 2018.

ATTACHMENTS:

None



Agenda Report

File #: 2018-197 Item No: 6.A.

Successor Agency to the Former Redevelopment Agency

MEETING DATE: 6/13/2018

TITLE:

Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8.

Property Location: Approximately 13.5 acres south of East Palm Canyon Drive at Date Palm Drive **Negotiating Parties:** City of Cathedral City as the Successor Agency to the former Redevelopment

Agency and the City Urban Revitalization Corporation **Property Owner:** City Urban Revitalization Corporation

Under Negotiations: Price and Terms for potential sale of real property

FROM:

Stone James, Economic Development Director



Agenda Report

File #: 2018-249 Item No: 6.B.

City Council

MEETING DATE: 6/13/2018

TITLE:

Conference with Real Property Negotiator pursuant to Government Code Section 54956.8

Property Location: Approximately 120 acres in the vicinity of Landau Boulevard and Vista Chino

Property Owners: City of Cathedral City and Verano Recovery, LLC

Negotiating Parties: City of Cathedral City and Verano Recovery, LLC

FROM:

Tami Scott, Administrative Services Director