



AGENDA

CITY COUNCIL REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

January 22, 2020
6:00 PM

CALL TO ORDER:

ROLL CALL:

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

“At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda”

1. Regular Meeting Minutes of December 11, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

PROCLAMATIONS/PRESENTATIONS:

2. Presentation from the Auditor on the 2018/2019 Comprehensive Annual Financial Report (CAFR)
3. Recognition of Peace Officer Award Honoree Ed Chavez, Riverside County Sheriff/City of Coachella, Officer of the Year 2019
4. Recognition of Peace Officer Award Honoree Benjamin McCoy, Riverside County Sheriff/City of Coachella, Officer of the Year 2019
5. Presentation from the Coachella Fire Department on the 2019 Response Report

6. Recognition of Peace Officer Award Honoree Solorzano, Riverside County Sheriff/City of Coachella, Firefighter of the Year 2019
7. Recognition of Coachella Fire Department Retiree Marcos Machuca
8. Presentation from the Coachella Valley Volunteers in Medicine
9. Presentation on the Infill Infrastructure Grant Program

WRITTEN COMMUNICATIONS:

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member or member of the audience.)

10. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2019/20 Expenditures as of January 22, 2020, \$3,523,014.43.
11. Ordinance No. 1145 approving Change of Zone 18-05 to add the RC (Retail Cannabis) overlay zone to the existing M-S (Manufacturing Service) zone at the northwest corner of Grapefruit Boulevard and 9th Street. Pedro Padilla (Coachella Green Haus), Applicant. (*Second Reading*)
12. Ordinance No. 1147 amending Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24 and 15.32 of Title 15 (Buildings and Construction) to adopt the 2019 Edition of California Building Code and Appendix J of the California Building Code (Grading), the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Fire Code, and adding Chapter 15.53, with certain amendments thereto and conforming amendments. (*Second Reading*)
13. Resolution No. WA-2020-01 Authorizing And Directing That Application Be Made To Obtain A Grant Under The Sustainable Groundwater Management Grant Program's Planning Grant – Round 3 And To Enter Into An Agreement With The California Department Of Water Resources To Receive A Grant For The Prop 68 Round 3 Planning Grant
14. Resolution No. 2020-05, a Resolution in Support of a Comprehensive Analysis of Ocean Water Import for the Restoration of the Salton Sea
15. Quarterly Reports
16. Amendment No. 3 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Active Transportation Program (ATP) Cycle 2, City Project ST-100.
17. Notice of Completion for City Project Number ST-124, Traffic Calming Phase III Project

- [18.](#) Receive and file Sports League Financial Examination Report for Coachella Valley Soccer League (CVSL).
- [19.](#) Approve Amended Lease Agreement with Alianza Coachella Valley, for property located at 1515 Sixth Street, Coachella.
- [20.](#) Amendment No. 1 to the Professional Service Agreement with Angenious Engineering Services, Inc. to provide Engineering Services for the Dillon Road Bridge over the Coachella Valley Storm Water Channel, Project # 2019-ST-109, to modify provisions applicable to Subconsultants.
- [21.](#) Amendment No. 2 to the Professional Service Agreement with Transpo Group USA, Inc. for the City of Coachella's Active Transportation Plan in an amount of \$8,000.00.
- [22.](#) Structural Property Improvement Program (SPIP) – Approval of Funding for Jesus R. Gonzalez Property located on 772 Vine Avenue

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

- [23.](#) Review and direct staff on any amendments to the established Community Field Use Program.
- [24.](#) Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRVFA) and Coachella Youth Sports Association Soccer (CYSAS) and direct staff regarding field use restrictions, if any.
- [25.](#) Recommend approval of:
 - a. Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues; and
 - b. Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

- [26.](#) Coachella Travel Centre Project
 - a. Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
 - b. Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
 - c. Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
 - d. Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.

- e. Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

27. Kismet Coachella – Retail Dispensary

- a) Ordinance No. 1146 approving Change of Zone 18-07 that proposes to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street.
- b) Resolution No. 2019-64 approving Conditional Use Permit 305 to convert existing vacant commercial tenant space into the following uses: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

SUCCESSOR AGENCY:

- 28. Resolution No. SA-2020-01, Approving the Recognized Obligation Payment Schedule (ROPS) 20-21.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Complete Agenda Packets are available for public inspection at the City Clerk's Office at 53-462 Enterprise Way, Coachella, California, and on the City's website www.coachella.org.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



MINUTES

CITY COUNCIL CLOSED SESSION AND REGULAR MEETING OF THE CITY OF COACHELLA

THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, AND SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY

December 11, 2019
5:00 PM Closed Session
6:00 PM Regular Meeting

CALL TO ORDER: - 5:00 P.M.

The Regular Meeting of the City Council of the City of Coachella was called to order at 5:07 p.m. in the Council Chamber at City Hall by Mayor Steven Hernandez.

ROLL CALL

Present: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez (*arrived at 6:10 p.m.*) and Mayor Hernandez.

Absent: None.

It was noted for the record that Mayor Pro Tem Martinez would be arriving late.

APPROVAL OF AGENDA:

City Manager Bill Pattison asked the City Council to add an item under presentations. There were no modifications to the agenda.

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None.

ADJOURN TO CLOSED SESSION:

The City Council convened into Closed Session at 5:07 p.m. to discuss the following items:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Citizens for Responsible Cannabis Development v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1900596

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
Better Neighborhoods, Inc. v. City of Coachella, et al,
Superior Ct. of California, County of Riverside, Case No. RIC 1901583

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1)
In The The Matter of the Abate of Nuisance At: 53084 Calle Camacho, Coachella, CA
APN No. 768-422-005
Superior Court of California, County of Riverside, Case No PSC 1908632

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)
One (1) potential case

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Manager Bill Pattison.

CLOSED SESSION ANNOUNCEMENTS:

City Attorney Campos stated that City Council met in Closed Session on the items presented and direction was given, but no reportable action was taken.

APPROVAL OF THE MINUTES:

5. Regular Meeting Minutes of November 13, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

6. Special Meeting Minutes of a Coachella City Council Study Session held on November 13, 2019.

7. Special Meeting Minutes of November 20, 2019, of the City Council, Coachella Fire Protection District, Coachella Sanitary District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, and Successor Agency to the Coachella Redevelopment Agency.

Motion: To approve the minutes as presented.

Made by: Councilmember Gonzalez

Seconded by: Councilmember Bautista

Approved: 4-0, by a unanimous voice vote

COUNCIL ORGANIZATION:

8. Nomination for the Position of Mayor Pro Tem

Motion: To nominate **Emmanuel Martinez** as **Mayor Pro Tem**.

Made by: Councilmember Bautista

Seconded by: Mayor Hernandez

Approved: 4-0, by the following roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Martinez.

PROCLAMATIONS/PRESENTATIONS:

Presentation by Coachella Valley Mosquito and Vector Control District

(Mayor Pro Tem Martinez arrived at 6:10 p.m., during this portion of the meeting.)

WRITTEN COMMUNICATIONS:

Written communication was received on Item 30. Please see page 10.

CONSENT CALENDAR:

9. Voucher Listings — Manual Checks/Utility Billing Refunds/FY2019-20 Expenditures as of December 11, 2019, \$3,112,907.31.

10. Ordinance No. 1144 approving Change of Zone No. 18-02 to add the RC (Retail Cannabis) Overlay Zone to the existing C-G (General Commercial) Zone on property located at the northwest corner of Grapefruit Boulevard and 7th Street. Nicholas Meza, Applicant (*Second Reading*).

11. Resolution No. 2019-72 Authorizing the City of Coachella to Opt-In and Participate in the County of Riverside 2020 Census City Funding Opportunity and Receive its Allocation in the Amount of \$20,444.54 as Part of the California Complete Count 2020 Census Outreach and Awareness Campaign Efforts.

12. Resolution No. 2019-73 of the City Council of the City of Coachella, California, Honoring and Recommitting to the Safeguards that have been put in place over the past 25 years as a result of the 1994 California Desert Protection Act.

Public Comments: Jennifer Prado

13. Resolution No. 2019-74 authorizing the City Manager to execute with the State of California a Freeway Agreement for the I-10/Ave 50 IC Project (EA08-45210), City Project ST-67.
14. Resolution No. 2019-75, Acknowledging Receipt of Riverside County Fire Department's Annual Inspection Compliance Report.
15. City Council Report Regarding the Measures the City Has Taken to Alleviate Conditions which led to the Adoption of Interim Urgency Ordinance No. 1149, Placing a Temporary Moratorium on City Approvals of New Applications for the Construction or Operation of Prisons, Jails, Correctional Facilities, and Detention Facilities within the City, to Allow Consideration of Appropriate Amendments to the General Plan or Zoning Code to Address the Impact of these Institutions on the Public Welfare in Accordance with Government Code Section 65858.
16. Authorization of a Small Business Assistance Grant in the Amount of \$2,500 to Ricardo Salazar to Help Defray Small Business Startup Costs.
17. Authorization for the City Manager to enter into an Agreement in an amount not to exceed \$36,288.00 with Mariel Somers to provide Simultaneous Interpreting and Translation Services.
18. Consider approval of a contract with Granicus for website redesign and hosting services.
19. Receive and File the Eastern Coachella Valley's Action Plan for Climate Resilience.
20. Investment Report – September 2019.

Motion: To approve per staff recommendation, Consent Calendar Items 9 through 20.

Made by: Councilmember Beaman Jacinto
Seconded by: Mayor Pro Tem Martinez
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

21. Mayor's Appointments to Various Council Subcommittees, Coachella Valley Association of Government (CVAG) Committees, Other Agencies, etc.

Motion: To approve as presented with no amendments

Made by: Mayor Hernandez
Seconded by: Councilmember Bautista
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

22. Resolution No. 2019-71 Authorizing the City Manager to Execute a Fiscal Year 2019-20 Local Equity Grant Program Agreement with the Department of Consumer Affairs and the Bureau of Cannabis Control in the Amount of \$500,000.00.

Motion: To approve per staff recommendation.

Made by: Councilmember Beaman Jacinto
Seconded by: Councilmember Gonzalez
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

23. Urgency Ordinance, Ordinance No. 1150 of the City of Coachella City Council amending Title 17 (Zoning) of the Coachella Municipal Code relating to Accessory Dwelling Units, and Junior Accessory Dwelling Units, and determining the Ordinance to be Exempt from Environmental Review pursuant to CEQA Guidelines (4/5ths Vote Required).

Public Comments: Carmen Manriquez

Motion: To approve the Urgency Ordinance as written

Made by: Councilmember Beaman Jacinto
Seconded by: Councilmember Gonzalez
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

24. Ordinance No. 1152, Adoption of an Urgency Ordinance Entitled, “An Urgency Ordinance Adding Chapter 5.90 to Title 5 of the Coachella Municipal Code, to Temporarily Prohibit No-Fault Evictions through December 31, 2019, for Residential Real Property Built Prior To January 1, 2005.”

Motion: To approve per staff recommendation.

Made by: Councilmember Gonzalez

Seconded by: Councilmember Beaman Jacinto

Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

(Councilmember Gonzalez stepped away from the dais from 7:32 p.m. – 7:41 p.m.)

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

25. Coachella Travel Centre

- a) Ordinance No. 1148 of the City Council approving Change of Zone 18-11 from A-R (Agricultural Reserve) to C-G (General Commercial) on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.
- b) Resolution No. 2019-66 of the City Council approving Conditional Use Permit No. 310 and 311 to allow a drive-thru restaurant, and auto washing/truck washing facilities on the Coachella Travel Centre site.
- c) Resolution No. 2019-67 of the City Council approving Variance No. 18-09 to allow a 4-story hotel in excess of 50 feet in height for the Coachella Travel Centre site.
- d) Resolution No. 2019-68 of the City Council approving Architectural Review No. 18-09 to allow a new 29,245 sq. ft. highway commercial center with hotel, service station, two restaurants, auto washing, and truck washing facility.
- e) Resolution No. 2019-65 of the City Council adopting a Mitigated Negative Declaration and Mitigation Monitoring Program (EA 18-05) for the Coachella Travel Centre project located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway

Mayor Hernandez opened the Public Hearing for Item 25 at 7:45 p.m.

Public Comment: Alex Mucino
Mike Leifer

(This item continues on the following page.)

Public Comments were moved up to this portion of the meeting at 8:08 p.m.:

- a. Claudia Lua Alvarado
- b. Juan Alvarado
- c. Chuck Parker
- d. Bob Terry
- e. Omar Niguella
- f. Victor Alcantara
- g. Pedro Padilla
- h. Eduardo Ortega

The City Council was in recess from 8:38 p.m. to 8:55 p.m.

The Council resumed with the agenda at this point of the meeting, continuing with 25 Coachella Travel Centre, from the previous page.

Mayor Hernandez closed the Public Hearing for Item 25 at 9:07 p.m.

It was noted for the record that conditions 39, 41 and 42 were incorrect as presented to the City Council as these items were revised by the Planning Commission.

Mayor Hernandez reopened the Public Hearing for Item 25 at 9:10 p.m.

Motion: To **continue** this item to January 22, 2020.

Made by: Mayor Hernandez
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

26. Ordinance No. 1151, an Interim Urgency Ordinance of the City Of Coachella, California, to Extend by Ten (10) Months and Fifteen (15) Days Ordinance No. 1149, which Established a 45-Day Moratorium on City Approvals of New Applications for the Construction or Operation of Prisons, Jails, Correctional Facilities, and Detention Facilities Within the City, to Allow Consideration of Appropriate Amendments to the General Plan or Zoning Code to Address the Impact of These Institutions on the Public Welfare in Accordance with Government Code Section 65858 (4/5ths Vote Required).

Mayor Hernandez opened the Public Hearing for Item 26 at 9:12 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 26 at 9:13 p.m.

(Continued on next page.)

(Item 26, Ordinance No. 1151, continued from previous page.)

Motion: To approve per staff recommendation.

Made by: Councilmember Beaman Jacinto

Seconded by: Mayor Pro Tem Martinez

Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

27. Coachella Green Haus – Retail Cannabis Business

- a) Resolution No. 2019-63 approving Conditional Use Permit 303 (CUP 303) proposes a 2,100 sq. ft. retail cannabis business as part of a new 6,900 sq. ft. multi-tenant commercial center with four (4) buildings including two (2) proposed restaurants, one (1) retail/office building and the retail cannabis business. The overall project includes 45 parking spaces including 2 handicapped stalls. CUP 303 is also proposing an interim use facility to allow a temporary retail cannabis facility that will operate while the project is under construction
- b) Ordinance No. 1145 approving Change of Zone 18-05 that proposes to add the RC (Retail Cannabis) overlay zone to the existing M-S (Manufacturing Service) zone for the proposed retail cannabis business (*First Reading*).

Mayor Hernandez opened the Public Hearing for Item 27 at 9:22 p.m.

Public Comment: Bill Sanchez
Pedro Padilla

Mayor Hernandez closed the Public Hearing for Item 27 at 9:38 p.m.

Motion: To approve with an **amendment** to the **conditions as stipulated**, and introduce by title only Ordinance No. 1145 and pass to second reading.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

28. Kismet Coachella Project

- a) Resolution No. 2019-64 approving Conditional Use Permit 305 that proposes to convert existing vacant commercial tenant space into the following uses: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 - 1669 6th Street.
- b) Ordinance No. 1146 approving Change of Zone 18-07 that proposes to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street (*First Reading*).

Mayor Hernandez opened the Public Hearing for Item 28 at 9:40 p.m.

Public Comment: None.

Motion: To **continue** to the City Council Meeting of January 22, 2020.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

29. Ordinance No. 1147 amending Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24 and 15.32 of Title 15 (Buildings and Construction) to adopt the 2019 Edition of California Building Code and Appendix J of the California Building Code (Grading), the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Fire Code, and adding Chapter 15.53, with certain amendments thereto and conforming amendments. (*First Reading*)

Mayor Hernandez opened the Public Hearing for Item 29 at 9:44 p.m.

Public Comment: None.

Mayor Hernandez closed the Public Hearing for Item 29 at 9:44 p.m.

Motion: To approve per staff recommendation, and introduce by title only Ordinance No. 1147 and pass to second reading.

Made by: Councilmember Beaman Jacinto
Seconded by: Mayor Pro Tem Martinez
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.
ABSENT: None.

30. Annual AB 1600 Report

Adopt Resolution No. 2019-69 receiving and filing 2019 AB 1600 Report pursuant To Government Code Sections 66000-66008 relating to the Development Impact Fees Annual Report for the fiscal year ended June 30, 2019.

It was announced under “Written Communications” earlier in the meeting that a letter was received from Desert Valleys Builders Association.

Mayor Hernandez opened the Public Hearing for Item 30 at 9:47 p.m.

Public Comment: James Browynard

Mayor Hernandez closed the Public Hearing for Item 30 at 9:50 p.m.

Motion: To approve per staff recommendation.

Made by: Mayor Hernandez
Seconded by: Mayor Pro Tem Martinez
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez
NOES: None.
ABSTAIN: None.

31. Adopt Resolution No. 2019-70 and Conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act (“TEFRA”) In Connection with the Proposed Issuance of Revenue Bonds by the California Municipal Finance Authority (the “CMFA”), a Joint Exercise of Powers Authority and Public Entity of the State of California, in an Amount Not to Exceed \$40,000,000, (the “Bonds”), to Finance or Refinance the Acquisition, Construction, Improvement and Equipping of a 105-unit Multi-Family Rental Housing Project Located at the Northeast Corner of 6th Street & Cesar Chavez Street, Coachella, California (the "Project").

Mayor Hernandez opened the Public Hearing for Item 31 at 9:54 p.m.

Public Comment: Colleen Edwards
Travis Cooper

Mayor Hernandez closed the Public Hearing for Item 31 at 9:57 p.m.

(Continued on next page.)

(Item 31, Resolution No. 2019-70, continued from previous page.)

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez
Seconded by: Councilmember Beaman Jacinto
Approved: 5-0, by a unanimous roll call vote:

AYES: Councilmember Bautista, Councilmember Beaman Jacinto, Councilmember Gonzalez, Mayor Pro Tem Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

SUCCESSOR AGENCY:

32. Resolution No. SA-2019-03 approving the disposition of Vacant Real Property owned by the Former Coachella Redevelopment Agency, for a sales price of \$80,000, to the City of Coachella, consisting of two (2) parcels totaling 15,246 square feet located at 1609 Fourth Street (APN 778-042-009 and 778-042-010).

Motion: To approve per staff recommendation.

Made by: Agency Member Beaman Jacinto
Seconded by: Agency Member Gonzalez
Approved: 5-0, by a unanimous roll call vote:

AYES: Agency Member Bautista, Agency Member Beaman Jacinto, Agency Member Gonzalez, Vice Chair Martinez and Chair Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: None.

PUBLIC COMMENTS (NON-AGENDA ITEMS):

At 8:08 p.m., per Resolution No. 2019-34, Public Comments were moved up to page 7. With no further comments at this time.

REPORTS AND REQUESTS:

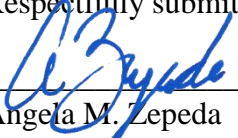
Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 10:27 p.m.

Respectfully submitted,



Angela M. Zepeda
City Clerk

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Deputies Ed Chavez and Benjamin McCoy both work as members of the Coachella Community Action Team (CCAT) providing dedicated service to the residents of Coachella; and

WHEREAS, on January 16, 2019, Deputies Chavez and McCoy responded to a shooting in Coachella. Upon arrival, Deputies McCoy and Chavez found a chaotic scene with numerous bystanders and family members in a very emotional state and the suspect's identity and whereabouts were unknown; and

WHEREAS, Deputy McCoy located the victim who was suffering from a gunshot wound to the back. Both deputies assessed the victim and found him to be bleeding, pale and having difficulty speaking; and

WHEREAS, Deputies Chavez and McCoy immediately used their training and trauma kit to render lifesaving first aid. The deputies used gauze to apply direct pressure in an effort to stop the bleeding. As Deputies Chavez and McCoy were rendering first aid to the victim, they had to constantly rouse the victim to keep him from drifting into unconsciousness. The deputies continued their efforts for ten minutes until paramedics arrived and took over; and

WHEREAS, in addition to tending to the victim's injuries, Deputies Chavez and McCoy also had to have the presence of mind to watch and control their surroundings; scanning for a potential suspect and other threats. Deputy McCoy accompanied the victim in the ambulance to the hospital while his partner Deputy Chavez followed behind; and

WHEREAS, throughout the entire incident, not only did Deputies Chavez and McCoy render lifesaving first aid, they also constantly had to work to keep the victim awake and attempt to retrieve suspect information, all the while dealing with multiple bystanders and the potential suspect was still in the area; and

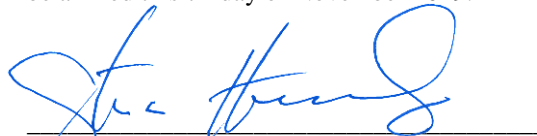
WHEREAS, this incident is just one example of the constant efforts by Deputy Ed Chavez to provide the highest level of service to the residents of Coachella, and we recognize his invaluable contributions to upholding justice, enforcing the rule of law, and protecting the innocent.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Deputy Ed Chavez

and urge all citizens of the City of Coachella to join me in commending him for his valor, commitment and dedication to the citizens of Coachella.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 7th day of November 2019.



Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA CALIFORNIA

Proclamation

WHEREAS, Deputies Benjamin McCoy and Ed Chavez both work as members of the Coachella Community Action Team (CCAT) providing dedicated service to the residents of Coachella; and

WHEREAS, on January 16, 2019, Deputies McCoy and Chavez responded to a shooting in Coachella. Upon arrival, Deputies McCoy and Chavez found a chaotic scene with numerous bystanders and family members in a very emotional state and the suspect's identity and whereabouts were unknown; and

WHEREAS, Deputy McCoy located the victim who was suffering from a gunshot wound to the back. Both deputies assessed the victim and found him to be bleeding, pale and having difficulty speaking; and

WHEREAS, Deputies McCoy and Chavez immediately used their training and trauma kit to render lifesaving first aid. The deputies used gauze to apply direct pressure in an effort to stop the bleeding. As Deputies McCoy and Chavez were rendering first aid to the victim, they had to constantly rouse the victim to keep him from drifting into unconsciousness. The deputies continued their efforts for ten minutes until paramedics arrived and took over; and

WHEREAS, in addition to tending to the victim's injuries, Deputies McCoy and Chavez also had to have the presence of mind to watch and control their surroundings; scanning for a potential suspect and other threats. Deputy McCoy accompanied the victim in the ambulance to the hospital while his partner Deputy Chavez followed behind; and

WHEREAS, throughout the entire incident, not only did Deputies McCoy and Chavez render lifesaving first aid, they also constantly had to work to keep the victim awake and attempt to retrieve suspect information, all the while dealing with multiple bystanders and the potential the suspect was still in the area; and

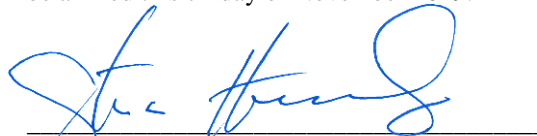
WHEREAS, this incident is just one example of the constant efforts by Deputy Benjamin McCoy to provide the highest level of service to the residents of Coachella, and we recognize his invaluable contributions to upholding justice, enforcing the rule of law, and protecting the innocent.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Deputy Benjamin McCoy

and urge all citizens of the City of Coachella to join me in commending him for his valor, commitment and dedication to the citizens of Coachella.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 7th day of November 2019.



Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Fire Apparatus Engineer/Paramedic Richard Solorzano earned his promotion as a Company Officer in April 2013, and was assigned to Coachella Fire Station #79. There he became instantly immersed with the new paramedic squad program which was implemented in early January of that year; ensuring that its operations met all expectations; and

WHEREAS, Richard was a natural fit in the City and quickly earned the trust and respect of his peers and supervisors. He not only excelled in his job but also helped with the training of many firefighters, paramedics and students; and

WHEREAS, along with fellow firefighters, Richard reached out to local area schools and developed the interests of many youths about our fire and emergency services. Soon the Coachella Fire Explorer Post program grew to over 20 Fire Explorer cadets, where they learned valuable life skills while receiving training, mentorship plus an opportunity to live the firefighter dream; and

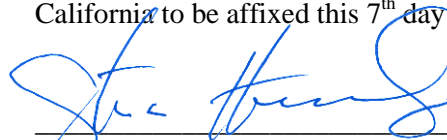
WHEREAS, From delivering babies to extinguishing house fires and providing lifesaving procedures, Engineer/Paramedic Solorzano has seen plenty of action running with a busy fire engine company. Through it all, Richard remains poised and steadfast while being a tremendous asset to the fire services which can sometimes become a daunting task.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Fire Apparatus Engineer/Paramedic
Richard Solorzano

and urge all citizens of the City of Coachella to join me in commending him for his valor, commitment and dedication to the citizens of Coachella.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 7th day of November 2019.



Steven A. Hernandez, Mayor
City of Coachella, California

CITY OF COACHELLA
CALIFORNIA

Proclamation

WHEREAS, Marcos Machuca began his firefighter dream at the age of 19 when he was hired by the City of Coachella Fire Department in August 1977; and

WHEREAS, the growth of the city meant many busy work shifts for then Firefighter Machuca who battled numerous fires and tended to the public in their time of need; and

WHEREAS, on July 1985, Marcos Machuca was appointed to the position of Fire Captain for the City of Coachella; and

WHEREAS, there he was influential in developing other firefighters, including the growth of the volunteer force; to learn and become proficient in their skills as firefighters and apparatus operators; and

WHEREAS, in 1988, Captain Machuca was awarded as Firefighter of the Year for his dedication and efforts as Training Captain; and

WHEREAS, as the City of Coachella became a part of the Riverside County Fire Department, Fire Captain Machuca worked fire station assignments during the early-to-mid 1990's in the communities of Thousand Palms and Oasis Fire; and

WHEREAS, during a seemingly quiet day, Captain Machuca responded to a semi-tractor fire in the Oasis area and assisted with the rescue of the driver, before flames engulfed the truck's cab; for his part, he was given a special commendation award; and

WHEREAS, again in 2012, Captain Machuca received the Firefighter of the Year award for his commitment and dedication to the City of Coachella Fire Services, and

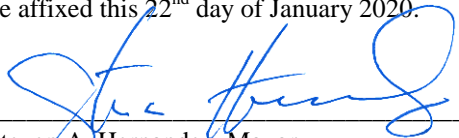
WHEREAS, on November 30, 2019, Marcos Machuca retired from from duty with CAL FIRE, Riverside County Fire Department and the Coachella Fire Services following 42 years of service.

NOW THEREFORE, I, Steven A. Hernandez, Mayor of the City of Coachella, by the power vested in me, do hereby recognize

Marcos Machuca

and urge all citizens of the City of Coachella to join me in congratulating him for the service he has provided to the Coachella community.

IN WITNESS HEREOF, I have hereunto set my hand and caused the official seal of the City of Coachella, California to be affixed this 22nd day of January 2020.



Steven A. Hernandez, Mayor
City of Coachella, California

apChkLst
12/05/2019 1:05:20PM

Check List
City of Coachella

Item 10.
Page: 1

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107008	12/5/2019	50867	ARCTIC GLACIER USA, INC. M530003935	12/6/2019	SNOW SERVICES FOR ICE SI	9,202.86	9,202.86
Sub total for WELLS FARGO BANK:							9,202.86

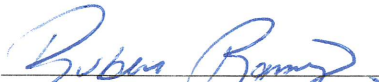
1 checks in this report.

Grand Total All Checks: 9,202.86

Date: December 5, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107009	12/19/2019	53541	BLACKBURN, RICHARD	Ref000209107	12/16/2019	UB Refund Cst #00042112	28.05	28.05
107010	12/19/2019	53538	BRAMBILA, OLGA	Ref000209104	12/16/2019	UB Refund Cst #00031864	0.50	0.50
107011	12/19/2019	53550	CAL DREAMSCAPE LANDSCA	Ref000209116	12/16/2019	UB Refund Cst #00051386	922.56	922.56
107012	12/19/2019	53542	CASTANEDA, MARCO	Ref000209108	12/16/2019	UB Refund Cst #00043238	75.23	75.23
107013	12/19/2019	53549	CASTILLO, ARMANDO	Ref000209115	12/16/2019	UB Refund Cst #00051303	93.24	93.24
107014	12/19/2019	53546	CHAVEZ, PATRICIA	Ref000209112	12/16/2019	UB Refund Cst #00049933	79.16	79.16
107015	12/19/2019	53543	CISNEROS, MARTHA	Ref000209109	12/16/2019	UB Refund Cst #00044686	21.40	21.40
107016	12/19/2019	53547	D.R. HORTON	Ref000209113	12/16/2019	UB Refund Cst #00051227	34.36	34.36
107017	12/19/2019	53545	GILL, KIMBERLY	Ref000209111	12/16/2019	UB Refund Cst #00049930	37.89	37.89
107018	12/19/2019	53539	ORTEGA, CARLOS FAVIAN	Ref000209105	12/16/2019	UB Refund Cst #00035050	90.27	90.27
107019	12/19/2019	53548	SOUTHERN CALIFORNIA GRA	Ref000209114	12/16/2019	UB Refund Cst #00051238	955.36	955.36
107020	12/19/2019	53544	VASQUEZ, MARIA	Ref000209110	12/16/2019	UB Refund Cst #00048163	52.38	52.38
107021	12/19/2019	53540	ZARATE, MELISSAANN	Ref000209106	12/16/2019	UB Refund Cst #00040809	42.46	42.46
107022	12/19/2019	02137	AGGREGATE PRODUCTS, INC	47544	11/7/2019	ACCM 9.5 STATE COLD MIX	4,403.31	4,403.31
107023	12/19/2019	51894	ALPHA MEDIA LLC	450339-1	12/8/2019	CANDYLAND RADIO AD 12/1-	540.00	
				450333-1	12/8/2019	CANDYLAND RADIO AD 12/1-	540.00	1,080.00
107024	12/19/2019	53534	ALSO ENERGY, INC.	INV37659	12/10/2019	DEVICE MONITORING DATA €	1,500.00	1,500.00
107025	12/19/2019	52366	ALTA LANGUAGE SERVICES, IIS	459232	11/30/2019	NOV SVCS: BILINGUAL ASSE:	110.00	110.00
107026	12/19/2019	01436	AMERICAN FORENSIC NURSE	72771	10/31/2019	OCT 18-31 2019 BLOOD DRAV	275.00	
				72718	10/15/2019	OCT 1-15 2019 BLOOD DRAW	360.00	635.00
107027	12/19/2019	53532	AMERICAN LEGION HERMAN	0100	10/29/2019	HONOR GUARD CEREMONY	500.00	500.00
107028	12/19/2019	47955	ARCADIS U.S., INC.	34133127	11/26/2019	CONSTRUCTION MANAGEME	35,395.29	35,395.29

Bank : wfb WELLS FARGO BANK (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
107029	12/19/2019	45929	BECK OIL, INC.	30319CL	11/30/2019	PE11/30 ADMIN DEPT FUEL	75.60	
				30358CL	11/30/2019	PE11/30 GRAFFITI DEPT FUE	253.79	
				30245CL	11/30/2019	PE11/30 ENG DEPT FUEL	144.23	
				30246CL	11/30/2019	PE11/30 BLDG/PLANNING DEI	55.86	
				30248CL	11/30/2019	PE11/30 LLMD DEPT FUEL	169.18	
				30252CL	11/30/2019	PE11/30 STREETS DEPT FUE	374.97	
				30254CL	11/30/2019	PE11/30 WATER DEPT FUEL	335.47	
				30258CL	11/30/2019	PE11/30 PARKS DEPT FUEL	1,049.59	
				30282CL	11/30/2019	PE11/30 VEHICLE MAINT DEP	60.55	
				30283CL	11/30/2019	PE11/30 SENIOR CNTR FUEL	276.31	
				30295CL	11/30/2019	PE11/30 CODE ENF DEPT FUI	320.20	
				30308CL	11/30/2019	PE11/30 SANITARY DEPT FUE	571.28	
				30318CL	11/30/2019	PE11/30 BLDG MAINT DEPT F	168.09	3,855.12

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107030	12/19/2019	43462	BEST BEST & KRIEGER, LLP	861309	10/15/2019 PE10/15, #80237.00863, ADV E	1,552.50	
				861311	10/15/2019 PE10/15, #80237.03001, AV50	2,668.27	
				861312	10/15/2019 PE10/15, #80237.03002, AV50	1,810.97	
				866410	12/5/2019 PE11/30, #80237, GENERAL R	31,530.24	
				866411	12/5/2019 PE11/30, #80237.00236, USA L	3,263.50	
				861300	10/15/2019 PE10/15, #80237.00445, DESE	4,402.70	
				861301	10/15/2019 PE10/15, #80237.00820, ENVIR	11,089.54	
				866422	12/5/2019 PE11/30, #80237.00860, DILLC	367.90	
				Refund	12/12/2019 EMPLOYEE HOLIDAY PARTY :	2,000.00	
				866419	12/5/2019 PE11/30, #80237.00844, CHRC	4,327.25	
				866420	12/5/2019 PE11/30, #80237.00851, GLEN	707.50	
				866421	12/5/2019 PE11/30, #80237.00859, LAMB	12,927.38	
				866423	12/5/2019 PE11/30, #80237.00861, ADV C	1,237.05	
				866424	12/5/2019 PE11/30, #80237.00863, ADV E	4,543.64	
				866425	12/5/2019 PE11/30, #80237.03001, AV50	365.53	
				866426	12/5/2019 PE11/30, #80237.03002, AV50	9,367.30	
				866427	12/5/2019 PE11/30, #80237.03004, AV50	2,639.64	
				866412	12/5/2019 PE11/30, #80237.00440, COAC	396.20	
				866413	12/5/2019 PE11/30, #80237.00445, DESE	155.50	
				866414	12/5/2019 PE11/30, #80237.00810, LABO	580.00	
				866415	12/5/2019 PE11/30, #80237.00820, ENVIR	1,376.50	
				861302	10/15/2019 PE10/15, #80237.00827, LA EN	2,851.65	
				861303	10/15/2019 PE10/15, #80237.00836, VISTA	455.40	
				861304	10/15/2019 PE10/15, #80237.00840, CANN	8,817.10	
				861305	10/15/2019 PE10/15, #80237.00844, CHRC	5,295.85	
				861306	10/15/2019 PE10/15, #80237.00851, GLEN	424.50	
				861308	10/15/2019 PE10/15, #80237.00861, ADV C	5,633.95	
				866416	12/5/2019 PE11/30, #80237.00827, LA EN	3,675.60	
				866417	12/5/2019 PE11/30, #80237.00836, VISTA	1,994.40	
				866418	12/5/2019 PE11/30, #80237.00840, CANN	868.10	127,325.66
107031	12/19/2019	00836	BIO-TOX LABORATORIES	38905	11/11/2019 LAB SERVICE: 10/18	288.00	
				38906	11/11/2019 LAB SERVICE: 10/4 + 10/18	1,277.00	1,565.00
107032	12/19/2019	49486	BRC CONSTRUCTION	2019313	12/6/2019 RUN CAT 6 WIRES FROM PAI	922.00	922.00
107033	12/19/2019	52723	BRIGHT EVENT RENTALS, LLC	545588	12/4/2019 SETUP/BRKDOWN TABLES/CH	2,339.38	
				526273	9/21/2019 2019 FIESTAS PATRIAS EL GF	6,823.50	9,162.88

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107034	12/19/2019	42506	BURRTEC WASTE INDUSTRIESS4-1819	12/16/2019	SS4 REFUSE COLLECTION C	53,280.79	53,280.79
107035	12/19/2019	46356	C.V. CONSERVATION COMMISENov2019-1	12/11/2019	NOV2019 LDMF MULTI-SPECI	46,197.08	46,197.08
107036	12/19/2019	53536	CARRERA, MARIA Refund	12/11/2019	REFUND CONDITIONAL USE	3,857.00	3,857.00
107037	12/19/2019	01856	CARROT-TOP INDUSTRIES IN44451100	11/21/2019	POLYESTER FLAGS, NYLON I	582.48	582.48
107038	12/19/2019	53423	CBE OFFICE SOLUTIONS IN2212566	11/20/2019	ACC CC3502, COLOR COPIEF	1,414.39	1,414.39
107039	12/19/2019	02048	CDW GOVERNMENT, INC. VTN7800	11/19/2019	DURACELL AAAALKALINE BA	61.81	
			VSS1111	11/14/2019	MAXELL LR6 AA/DURACELL A	140.07	
			VTN5925	11/18/2019	EREPLACEMENTS LAPTOP B	87.59	289.47
107040	12/19/2019	53426	CELL BUSINESS EQUIPMENT 65971773	11/23/2019	SHARP MX5071+MX6071+MX	610.58	610.58
107041	12/19/2019	01072	CLASSIC AUTO TRANSPORT 57873	11/7/2019	11/7 TOWING: CALLE ROJO/T	170.00	
			57521	11/1/2019	11/1 TOWING: AFTERHOURS	50.00	
			57738	11/1/2019	11/1 TOWING: CAIRO ST TO T	255.00	475.00
107042	12/19/2019	53220	COACHELLAACE HARDWARE432/1	10/30/2019	SCENTED OIL AIRWICK & FRI	43.44	
			447/1	11/3/2019	SCOURING STIK & PAD, SPR	21.27	
			452/1	11/6/2019	KEY KRAFTERS	23.80	
			489/1	11/22/2019	VELCRO STRP, HOOKS, PEG	58.64	
			492/1	11/23/2019	HEATGUN DUAL TEMP	28.26	
			131/1	5/30/2019	TRUFUEL, AIRWICK OIL, LED	69.93	
			201/1	7/8/2019	FROG TAPE, BRUSH SET, RL	45.36	
			352/1	9/26/2019	MISC FASTNERS & TRUFUEL	60.77	
			509/1	12/3/2019	TIES CABLE, TOOL STRPR, V	205.89	
			513/1	12/5/2019	DROPCLOTHS	104.34	
			396/1	10/17/2019	CHAINS, AIR & PRE FILTERS,	201.92	863.62
107043	12/19/2019	53081	COACHELLA VALLEY SOCCEF1/8 Deposit	2/26/2019	DEPOSIT REIMB- JAN2019 FII	200.00	200.00
107044	12/19/2019	44959	COMPUTER CONSULTANTS, I30145	12/5/2019	PROJECT CPC BUILDING NEI	3,054.75	3,054.75
107045	12/19/2019	01924	CONSOLIDATED ELECTRICAL3298-411334	11/19/2019	BRUMBY R20	42.40	
			3298-411402	11/22/2019	1G RCP COVER	33.41	
			3298-411403	11/26/2019	1G RCP COVER	167.04	
			3298-411405	11/22/2019	MR16 BULLET, 00965 36DEG	125.80	368.65
107046	12/19/2019	52375	CORE & MAIN LP L324548	11/15/2019	ALLEGRO 3G MOBILE LAP TC	14,974.84	14,974.84
107047	12/19/2019	00214	CORONET CONCRETE PROD1112330	11/19/2019	SHORT LOAD, 6.0 SACK EQ 6	285.10	285.10
107048	12/19/2019	00749	COUNTY OF RIVERSIDE SH0000036450	12/10/2019	10/10-11/6 LAW ENFORCEME	678,028.25	678,028.25
107049	12/19/2019	11800	COUNTY OF RIVERSIDE AN000001845	12/10/2019	NOV2019 ANML SHLTR+FIELD	19,517.50	19,517.50
107050	12/19/2019	50638	CRIDER PUBLIC RELATIONS, Nov 2019	12/2/2019	NOV 2019 MEDIA CONSULTIN	1,092.00	1,092.00
107051	12/19/2019	09650	CVAG Nov2019	12/11/2019	NOV 2019 TUMF FEES	25,354.90	25,354.90

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107052	12/19/2019	53535	DEL'S FLOORING CONTRACT 16936	11/27/2019	336 LIN FT MATCHING RUBBE	1,453.06	1,453.06
107053	12/19/2019	01089	DESERT ELECTRIC SUPPLY S2693139.001	11/18/2019	ADV LEDINTA DOM LED DRIV	602.48	602.48
107054	12/19/2019	47952	DESERT LIVE SCAN 6431	12/3/2019	NOV2019 EMPLOYEE FINGEF	25.00	25.00
107055	12/19/2019	42442	DIRECTV 36955667709	12/3/2019	DEC 2019 BUSINESS XTRA PI	198.21	198.21
107056	12/19/2019	53533	DONLEY, CHARLES IN00002	12/4/2019	ENTERTAINMENT MUSIC XM/	500.00	500.00
107057	12/19/2019	49630	DORIS PEREZ INTERPRETING 104861	11/13/2019	11/13 INTERPRETING SVCS: (350.00	
			104885	11/13/2019	11/13 INTERPRETING SVCS: (350.00	700.00
107058	12/19/2019	14860	E. K. WOOD LUMBER COMPAN 484193	11/14/2019	TWO SIDED KEY	2.80	
			484357	11/21/2019	10" RND BAST FILE	22.39	
			481727	8/27/2019	CD GATE HY&BYE 2- 1/2IN	2.04	
			482395	9/4/2019	20X100 6MLPOLYBLK	170.23	
			482981	9/25/2019	CARRIAGE BOLTS, WASHERS	8.02	205.48
107059	12/19/2019	49635	EISENHOWER MEDICAL CEN Oct 2019	11/11/2019	AC #700000133, OCT2019 SVI	2,800.00	2,800.00
107060	12/19/2019	15750	FEDEX 6-860-28835	12/6/2019	12/6, 12/3/19 FEDEX'S	6.96	
			6-867-61582	12/13/2019	12/9, 12/10 FEDEX'S	19.97	26.93
107061	12/19/2019	51141	FENCEWORKS, INC. 119307	10/24/2019	3 MO TEMP FENCE RENTAL 1	248.30	248.30
107062	12/19/2019	51604	FRONTIER 3983051-DC19	12/1/2019	760/398-3051, 12/1/19	66.18	
			BD 11/16/19	11/16/2019	ACC 209-188-4039-091192-5,	175.62	
			3982369-NV19	11/25/2019	760/398-2369, 11/25/19	71.40	313.20
107063	12/19/2019	43672	FULTON DISTRIBUTING COM 491718	11/27/2019	GLOVES NITRILE PF 4 MIL LA	108.73	
			491032	11/21/2019	PURIFIED WATER	231.90	
			492695	12/9/2019	PAPER DISPOSABLES, JANIT	2,336.87	2,677.50
107064	12/19/2019	52615	G/M BUSINESS INTERIORS 0256497-IN	11/21/2019	PROVIDE FURNITURE & INST	2,693.61	2,693.61
107065	12/19/2019	51494	GARDA CL WEST, INC. 10532603	12/1/2019	DEC2019 ARMORED RANSPC	632.29	
			10532613	12/1/2019	DEC 2019 CASHLINK MAINT	793.47	1,425.76
107066	12/19/2019	53537	GM GABRYCH FAMILY LP, Refund	12/4/2019	REFUND TTM 36555 NO LON	1,125.00	1,125.00
107067	12/19/2019	25500	GRANITE CONSTRUCTION CO 9	10/31/2019	ST-76 8/31-10/31	383,546.88	383,546.88
107068	12/19/2019	53310	H.E.S. HERRERA ELECTRIC 232	11/26/2019	LIBRARY CONNECT PALM TR	425.00	
			238	11/11/2019	FIRE DEPT TROUBLESHOOT	165.00	
			242	12/6/2019	PERMIT CTR CONNECT POW	325.00	915.00
107069	12/19/2019	51892	HERC RENTALS, INC. 31139950-001	12/4/2019	LIGHT TOWERS 11/8-9/19	857.23	
			31034392-005	9/25/2019	LIGHT TOWER EL GRITO	376.96	
			31034392-004	9/25/2019	LIGHT TOWER EL GRITO	94.24	1,328.43

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107070	12/19/2019	00996	HOME DEPOT	2161383	11/27/2019	ROLLERS, ETC	35.25	
				6081106	12/3/2019	PRELIT XMAS ARTIFICIAL TRI	424.04	
				4013898	12/5/2019	8" NATURAL CABLE TIE 1000	124.31	
				7103467	12/2/2019	BATTERIES, TOOL BOX, MEC	219.13	802.73
107071	12/19/2019	20150	HYDRO AG SYSTEMS	249059	11/22/2019	PRIMER, SOLVENT, PIPE CUT	163.35	163.35
107072	12/19/2019	45108	IMPERIAL SPRINKLER SUPPL	3965609-01	11/15/2019	RAINBIRD FALCON ROTOR P	27.24	
				3934498-00	10/15/2019	BLUE MARKING FLAGS	9.80	
				3972148-00	11/13/2019	BUG EMITTR, DRIP UMBRELL	49.31	86.35
107073	12/19/2019	51600	IRC, INC.	2019110046	12/1/2019	11/1-12/1 PRE-EMPLOYMENT	184.45	184.45
107074	12/19/2019	01948	KIMBALL MIDWEST	7500070	10/24/2019	COPPER LUGS 20 CT	35.56	35.56
107075	12/19/2019	23450	KNORR SYSTEMS, INC.	SI214872	8/19/2019	VALVE ACTUATOR SPRING	23.93	23.93
107076	12/19/2019	47328	KONICA MINOLTA	Acc 061-007507	12/2/2019	ACC 061-0053621-000, EQUIP	491.20	
				061-0075073-00	12/2/2019	ACC 061-0075073-000, EQUIP	329.52	
				34404927	12/15/2019	BIZHUB C454E, CITY HALL, N	212.07	
				34395981	11/22/2019	BIZHUB C454+951+C364+C36	783.00	1,815.79
107077	12/19/2019	44047	KONICA MINOLTA BUSINESS	9006254677	11/19/2019	BIZHUB C360, CITY HALL, 10/	100.26	
				9006257882	11/20/2019	BIZHUB C360, CITY HALL, 11/	38.94	
				9006264683	11/22/2019	BIZHUB 282, FIRE DEPT, 10/2	0.16	
				9006167558	11/19/2019	BIZHUB C360, CITY HALL, 10/	37.46	176.82
107078	12/19/2019	48595	LANDES, LUCRECIA	DEC 2019	12/9/2019	DEC 2019 ESL CLASS	270.00	270.00
107079	12/19/2019	50501	LIVESCAN MGMT GROUP, INC	111919COC	11/19/2019	PARK RANGER STICKERS	523.06	
				120519COC	12/5/2019	PARADE MAGNETS, HIGH GL	498.05	
				110819COC	11/8/2019	SR CENTER POSTERS ENG/5	193.55	1,214.66
107080	12/19/2019	49857	MANPOWER US INC.	34514642	11/24/2019	WE 11/17 NEVAREZ HAZEL RI	412.50	
				34514645	11/24/2019	WE 11/24 GARCIA E+ ROBLES	1,752.45	
				34514648	11/24/2019	WE 11/24: J.C. RAMIREZ	520.80	
				34534841	12/1/2019	WE 12/01: J.C. RAMIREZ	520.80	
				34472843	11/10/2019	WE 11/10 RAMIREZ JC JANITC	520.80	
				34492749	11/17/2019	WE 11/17 RAMIREZ JC JANITC	520.80	
				34458308	11/3/2019	WE 11/03 RAMIREZ JC JANITC	607.60	
				34534839	12/1/2019	WE 12/1 E GARCIA + E ROBLI	1,041.60	5,897.35
107081	12/19/2019	49901	MARRON, LOURDES	SU19	12/12/2019	EDU REIMB FALL SEMESTER	174.56	174.56
107082	12/19/2019	48220	MARTINEZ, MARITZA	Expns 12/4-6/19	12/9/2019	REFRESHMENTS FOR TREE	845.70	845.70
107083	12/19/2019	25555	MATICH CORPORATION	101919056	12/5/2019	CONSTRUCTION OF THE AC	361,062.19	361,062.19
107084	12/19/2019	25900	MEREDITH & SIMPSON CONS	191172	11/27/2019	ELECTRICAL FLOAT SWITCH	1,364.85	1,364.85

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107085	12/19/2019	00101	MUNISERVICES/GRS	INV06-007691	12/16/2019	OCT-DEC2019 SVCS: UTILITY	4,393.72
				INV06-007428	11/19/2019	CLEARVIEW/STARS 2019 SVC	300.00
				INV06-007588	11/30/2019	CAFR REPORT NOV 2019	2,275.00
107086	12/19/2019	53050	OCHOA, JOSE	Refund	12/9/2019	DEPOSIT REIMB- USE @ BGE	200.00
107087	12/19/2019	47192	O'REILLY AUTO PARTS	2855-165485	11/26/2019	STR WHL CVRS	32.60
				2855-165698	11/27/2019	COOLER GSKT AND OIL FILTR	13.12
				2855-167977	12/6/2019	CHAMOIS	47.83
				2855-167220	12/3/2019	DISC PAD SET, AND SEMI ME	60.73
				2855-167155	12/3/2019	BATTERY #35 ENG DEPT	133.50
				2855-167251	12/3/2019	1 GAL BRAKER FLUID	24.46
				2855-167404	12/4/2019	SEMI MET PAD	32.61
							344.85
107088	12/19/2019	52650	PALMS TO PINES PRINTING A	1030COCSDP-F	11/6/2019	500- DRAWSTRNG W/ZIP BAC	1,651.97
				1030COCMM-F	11/4/2019	524-GRN/BLK MAGNET CLIPS	975.67
107089	12/19/2019	49989	PAUL ASSOCIATES	84383	12/5/2019	#65 ASTROBRIGHT COLORS/	1,869.14
				84309	11/8/2019	BUS. CARDS JACOB A, & LYN	108.17
107090	12/19/2019	09800	PERMA	WC2019-20/3	12/4/2019	2019-20 WORKERS' COMP DE	93,723.50
107091	12/19/2019	02028	PETE'S ROAD SERVICE, INC.	376366-00	12/3/2019	FLAT REPAIR LABOR	23.11
107092	12/19/2019	01395	PJ'S DESERT TROPHIES & GII	22620	12/6/2019	PIANO PLAQUE, PLATE AND /	294.17
107093	12/19/2019	49479	POLYDYNE INC.	1406311	11/19/2019	CLARIFLOC WE-1238	3,236.12
107094	12/19/2019	42759	PROPER SOLUTIONS, INC.	10805	12/6/2019	WE 12/06: L. AVINA	780.00
				10788	11/29/2019	WE 11/29: AVINA L. + GONZAL	585.00
107095	12/19/2019	52306	QUINN COMPANY	12275702	11/20/2019	RENTAL 10/19-11/16 REACHLI	145.00
107096	12/19/2019	52470	R & R TOWING	52183	11/10/2019	11/10 TOWING:EVIDENCE TO	255.00
107097	12/19/2019	43728	ROSALES, RENE	Reimb 12/16/19	12/16/2019	EMP RECOG CEREMONY 201	2,316.84
				Reimb 12/17	12/17/2019	2019 RAFFLE GIFTS EMPLOY	726.29
107098	12/19/2019	52203	RUIZ, XITLALY	9	12/4/2019	XMAS PARADE EMCEE	450.00
107099	12/19/2019	47658	RUIZVA L. PEST CONTROL	089	9/25/2019	SEPT2019 SVCS: FIRE STATIK	65.00
				090	10/23/2019	OCT2019 SVCS: FIRE STATIO	65.00
				091	11/26/2019	NOV2019 SVCS: FIRE STATIO	65.00
							195.00
107100	12/19/2019	52991	S & D CAR WASH MANAGEMEARB	106129	10/31/2019	OCT 2019 CAR WASH SERVIC	265.62
107101	12/19/2019	32950	SAFETY-KLEEN SYSTEMS, IN	81645308	11/14/2019	PARTA WASHER AQUEOUS	257.12
107102	12/19/2019	01830	SAM'S FENCE INC.	17954	11/25/2019	24 CT 1-5/8 " RAIL	77.32
107103	12/19/2019	44262	SCST, INC.	677200	9/30/2019	REF: PO#16634 SOIL/SUBGF	3,551.00
107104	12/19/2019	52503	SILVA, CARLOS	DEC 2019	12/9/2019	DEC2019 CERAMIC CLASS	200.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107105	12/19/2019	35000	SMART & FINAL	058578	12/3/2019	WATER, COFFEE, LOTION, SN	150.92
				058978	12/4/2019	GENERAL SUPPLIES	244.43
							395.35
107106	12/19/2019	35450	SOCALGAS	1515 6th-NV19	11/25/2019	AC 031 523 3700 6, 10/23-11/2	36.65
				BagPool-NV19	11/25/2019	AC 069 323 6500 7, 10/23-11/2	14.30
				87075Av54-NV1	11/25/2019	AC 123 573 5834 5, 10/23-11/2	34.70
				1540 7th-NV19	11/25/2019	AC 008 423 3900 4, 10/23-11/22	40.04
				84626Bag-NV19	11/25/2019	AC 153 323 6215 9, 10/23-11/22	14.89
				1377 6th-NV19	11/25/2019	AC 012 623 3701 5, 10/23-11/2	53.50
							194.08
107107	12/19/2019	51139	SOUTHERN COMPUTER WARIN-000612250	11/14/2019	LOGITECH SLIM COMBO KEY	279.53	279.53
107108	12/19/2019	36300	SWRCB FEES	SW-0179634	11/20/2019	#7 33M1000212, OT2019-SP2C	8,539.00
							8,539.00
107109	12/19/2019	37600	THE DESERT SUN PUBLISHIN0002914451-37E	10/31/2019	NOTICE 0003762932 8/29-9/5/	939.40	939.40
107110	12/19/2019	42289	TIME WARNER CABLE	0037022111819	11/18/2019	1515 6TH ST-AH, OCT20-NOV	1,577.89
							1,577.89
107111	12/19/2019	51229	TJC PROPERTY SERVICES, IN20191101	11/20/2019	PROVIDE APPRAISAL CONSL	4,150.00	4,150.00
107112	12/19/2019	38250	TOPS N BARRICADES	1079084	11/27/2019	JKT BOMBER	2.18
				1078465	10/31/2019	3 JACKET BOMBER LIME BLK	157.30
				1078962	11/21/2019	FLEECE JACKETS, TAPE BAN	235.12
				1078965	11/21/2019	BOMBER JACKETS LIME GRE	160.56
							555.16
107113	12/19/2019	52204	TPX COMMUNICATIONS	123398500-0	11/16/2019	AC33325, 11/16-12/15	3,344.88
							3,344.88
107114	12/19/2019	42187	UNION BANK OF CALIFORNIA	1184201	11/22/2019	NV19-OT20 SANITARY ADMIN	2,855.00
				1184255	11/22/2019	NV19-OT20 SUCCESSORADM	2,225.00
							5,080.00
107115	12/19/2019	48436	UNIVAR USA INC.	LA769721	11/22/2019	SODIUM HYPOCHLORITE	5,811.68
							5,811.68
107116	12/19/2019	50229	URBAN HABITAT ENVIRONME	5269	11/30/2019	AREA 19 IRRIGATION REPAIR	120.78
				5270	11/30/2019	AREA 27 IRRIGATION REPAIR	66.98
				5279	11/30/2019	AREA 20 TREE REMOVAL ON	307.00
				5268	11/30/2019	AREA 18 IRRIGATION REPAIR	133.08
				5232	11/30/2019	AREA 22 IRRIGATION REPAIR	45.75
				5240	11/30/2019	AREA 35 IRRIGATION REPAIR	232.38
				5241	11/30/2019	AREA 33-7 IRRIGATION REPA	141.62
				5242	11/30/2019	AREA 24-0 IRRIGATION REPA	37.34
				5243	11/30/2019	AREA 24-2 IRRIGATION REPA	249.05
				5244	11/30/2019	AREA 30 IRRIGATION REPAIR	42.55
				5245	11/30/2019	AREA 16-8 IRRIGATION REPA	75.36
				5265	11/30/2019	AREA 24-0 IRRIGATION REPA	68.53
				5266	11/30/2019	AREA 31-0 IRRIGATION REPA	78.17
				5267	11/30/2019	AREA 33-0 IRRIGATION REPA	101.93
							1,700.52

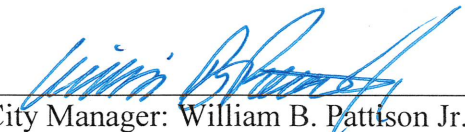
Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107117	12/19/2019	39640	VALLEY LOCK & SAFE	157773	11/27/2019	LUBRICATE, CLEAN, ADJUST	130.00	
				BW6357949	12/4/2019	10 CYBERKEYS	1,188.09	1,318.09
107118	12/19/2019	51820	VARIDESK LLC	IVC-2-1351362	12/6/2019	EXEC 40 BLK, VARI CHAIR	729.17	729.17
107119	12/19/2019	44966	VERIZON WIRELESS	9842716477	11/22/2019	AC571164685-00001, 10/23-11,	45.62	
				9843252779	12/1/2019	AC371867190-00002, 11/2-12/	279.88	325.50
107120	12/19/2019	50629	VINTAGE ASSOCIATES, INC	214233	11/15/2019	LANDSCAPE MAINTENANCE	8,383.00	
				214234	11/15/2019	LANDSCAPE MAINTENANCE	4,950.00	
				214232	11/15/2019	LANDSCAPE MAINTENANCE	10,845.40	
				214242	11/15/2019	LANDSCAPE MAINTENANCE	3,700.80	27,879.20
107121	12/19/2019	44775	VISTA PAINT CORPORATION	2019-205306-00	12/10/2019	GRAFFITI BLOCK FLAT P BAS	507.37	
				2019-203040-00	12/9/2019	COVERALL EXT FLAT WHITE	328.71	
				2019-195978-00	12/3/2019	COVERALL EXT FLAT DEEP E	487.44	
				2019-063951-00	9/9/2019	COVERALL EXT FLAT WHITE	84.56	1,408.08
107122	12/19/2019	53200	WEST CALI PLUMBING	000763	11/12/2019	KITCHEN SINK, RMVD AIR GA	356.00	356.00
107123	12/19/2019	49778	WEST COAST ARBORIST, INC	154512	10/25/2019	FY19/20 LLMD TREE MAINTEN	2,496.00	
				154674	11/30/2019	TREE & STUMP REMOVAL 0-2	756.00	
				154516	10/31/2019	FY19/20 LLMD TREE MAINTEN	15,794.00	
				154514	10/27/2019	FY19/20 LLMD TREE MAINTEN	4,938.00	
				154515	10/28/2019	FY19/20 LLMD TREE MAINTEN	432.00	
				154675	11/15/2019	108 CT GRID PRUNING & 34 I	6,534.00	30,950.00
107124	12/19/2019	51697	WESTERN WATER WORKS SI	57458-00	11/26/2019	2-1/2 DI HYD 6H DI CAPS/RIN	2,692.11	
				57433-00	11/22/2019	1X100 PE IPS ID PIPE SIDR-7	130.50	
				57428-00	11/21/2019	MACRO HP-06	610.64	3,433.25
107125	12/19/2019	42100	ZUMAR INDUSTRIES INC	86337	11/21/2019	24 CT R1-1 STOPS	2,011.00	
				86338	11/21/2019	24 CT 30X48 BLK/WHT	2,349.25	
				86339	11/21/2019	EZE OUT SIGN POST 2X2X12	2,688.87	7,049.12
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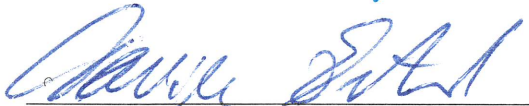
117 checks in this report.

Grand Total All Checks: 2,039,452.16

Date: December 19, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

apChkLst
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Check List
City of Coachella

Page: 1

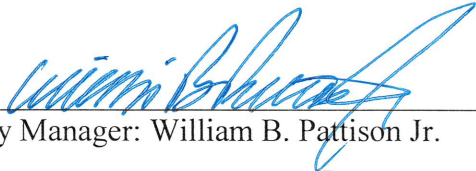
Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107126	1/7/2020	44839	BIG LEAGUE DREAMS	01/07/2020	1/7/2020	CITY SOFTBALL TEAM SPNRD B'	545.00	545.00
Sub total for WELLS FARGO BANK:							545.00	

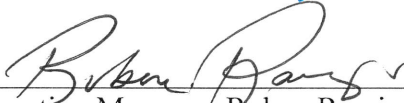
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Grand Total All Checks: 545.00

Date: January 7, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

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01/09/2020 2:29:02PM

Check List
City of Coachella

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107127	1/9/2020	52082	PROWEST PCM, INC.	08-GMP5	1/9/2020	PE10/31 CNSTRCTN- COACH	289,500.94	289,500.94
Sub total for WELLS FARGO BANK:							289,500.94	


1 checks in this report.

Grand Total All Checks: 289,500.94

Date: January 9, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

apChkLst
01/09/2020 3:30:15PM

Check List
City of Coachella

Item 10.

Page: 1

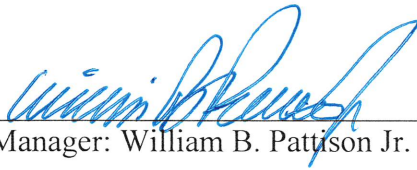
Bank : wfb WELLS FARGO BANK

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107128	1/9/2020	53514 SALCEDO, SILVIA	Ref000208621	11/27/2019	UB Refund Cst #00047013	109.34	109.34
Sub total for WELLS FARGO BANK:							109.34

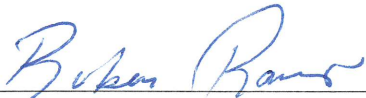
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Grand Total All Checks: 109.34

Date: January 9, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107129	1/22/2020	53558	AMBRIZ, JUAN CARLOS	Ref000209177	1/10/2020	UB Refund Cst #00034959	63.40	63.40
107130	1/22/2020	53564	BAUTISTA, FRANCISCA	Ref000209183	1/10/2020	UB Refund Cst #00045686	73.28	73.28
107131	1/22/2020	53570	BONELLO, JAROD	Ref000209189	1/10/2020	UB Refund Cst #00050008	38.82	38.82
107132	1/22/2020	53555	CLAUDIO, ALDO	Ref000209174	1/10/2020	UB Refund Cst #00005317	25.86	25.86
107133	1/22/2020	53576	CONTRERAS, LOURDES	Ref000209195	1/10/2020	UB Refund Cst #00051070	60.70	60.70
107134	1/22/2020	53566	CUELLAR, MARIO	Ref000209185	1/10/2020	UB Refund Cst #00048514	27.67	27.67
107135	1/22/2020	53580	DAUT, KENNETH	Ref000209200	1/10/2020	UB Refund Cst #00051394	81.22	81.22
107136	1/22/2020	53557	DE LA ROSA, JESSICA	Ref000209176	1/10/2020	UB Refund Cst #00033801	31.52	31.52
107137	1/22/2020	53571	DIAZ, LIZZANDRO	Ref000209190	1/10/2020	UB Refund Cst #00050028	525.54	525.54
107138	1/22/2020	53554	DIAZ, ROSA LEE	Ref000209173	1/10/2020	UB Refund Cst #00001464	18.97	18.97
107139	1/22/2020	53577	FRANCO, JOSE	Ref000209196	1/10/2020	UB Refund Cst #00051221	67.67	67.67
107140	1/22/2020	53565	GALVEZ JR, MARTIN	Ref000209184	1/10/2020	UB Refund Cst #00047795	16.80	16.80
107141	1/22/2020	53574	GRACE REAL ESTATE	Ref000209193	1/10/2020	UB Refund Cst #00050943	51.53	51.53
107142	1/22/2020	53575	GRACE REAL ESTATE	Ref000209194	1/10/2020	UB Refund Cst #00051057	54.98	54.98
107143	1/22/2020	53578	HARPER AND HARDY	Ref000209198	1/10/2020	UB Refund Cst #00051247	521.47	521.47
107144	1/22/2020	53559	INIGUEZ, ALEJANDRO	Ref000209178	1/10/2020	UB Refund Cst #00036880	57.55	57.55
107145	1/22/2020	53556	LOPEZ DE VEGA, MARIA DE JI	Ref000209175	1/10/2020	UB Refund Cst #00015007	77.01	77.01
107146	1/22/2020	53560	MEDRANO, MARIA	Ref000209179	1/10/2020	UB Refund Cst #00038810	58.99	58.99
107147	1/22/2020	53567	NARANJO, ERNESTINA	Ref000209186	1/10/2020	UB Refund Cst #00048518	17.62	17.62
107148	1/22/2020	53568	PADILLA, GUILLERMO	Ref000209187	1/10/2020	UB Refund Cst #00048769	8.20	8.20
107149	1/22/2020	53579	POK, KANTHANIE	Ref000209199	1/10/2020	UB Refund Cst #00051315	81.50	81.50
107150	1/22/2020	53569	RAMIREZ, SUSANA	Ref000209188	1/10/2020	UB Refund Cst #00049626	16.31	16.31
107151	1/22/2020	53563	ROJAS, PRISCILLA	Ref000209182	1/10/2020	UB Refund Cst #00043044	70.65	70.65
107152	1/22/2020	53562	SANCHEZ, LUPE	Ref000209181	1/10/2020	UB Refund Cst #00040844	63.35	63.35
107153	1/22/2020	53561	SIMENTAL, JONATHAN	Ref000209180	1/10/2020	UB Refund Cst #00040289	97.34	97.34
107154	1/22/2020	53548	SOUTHERN CALIFORNIA GRA	Ref000209197	1/10/2020	UB Refund Cst #00051238	44.64	44.64
107155	1/22/2020	53572	VALENZUELA, MIGUEL	Ref000209191	1/10/2020	UB Refund Cst #00050141	64.82	64.82
107156	1/22/2020	53573	VIZCARRA, BRENDA	Ref000209192	1/10/2020	UB Refund Cst #00050472	74.87	74.87

Sub total for WELLS FARGO BANK: 2,392.28

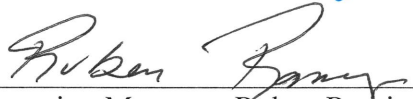
28 checks in this report.

Grand Total All Checks: 2,392.28

Date: January 22, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez

Bank : wfb WELLS FARGO BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107157	1/22/2020	01436	AMERICAN FORENSIC NURSE72878	11/30/2019	NOV2019 BLOOD DRAW	55.00	55.00
107158	1/22/2020	53553	ANGEL VIEW INC. 2020	1/8/2020	COMMUNITY BASED GRANT	1,000.00	1,000.00
107159	1/22/2020	53291	ANGENIOUS ENGINEERING 19-03-007	11/30/2019	PE11/29 DILLON RD BRIDGE	55,771.96	
			19-03-008	12/31/2019	PE12/31 DILLON RD BRIDGE	33,775.61	
			19-07A-001	12/31/2019	PE12/31 AVE 50 BRIDGE	4,620.00	94,167.57
107160	1/22/2020	42837	ARAMARK UNIFORM SERVICEDEC2019 GRFT	12/31/2019	PE12/31 UNIFORMS	56.40	
			DEC2019	12/31/2019	PE12/31 UNIFORMS, MATS &	1,969.80	
			DEC2019 CC	12/31/2019	PE12/31 MATS & MOPS	232.95	
			DEC2019 SAN	12/31/2019	PE12/31 UNIFORMS, MATS &	645.09	
			NOV2019 GRFT	11/28/2019	PE11/30 UNIFORMS	56.40	2,960.64
107161	1/22/2020	42251	ARCOS, MARIA Ck 1/22/20	1/9/2020	VOUCHER 71, 10/23-12/16	299.44	299.44
107162	1/22/2020	53551	ARTIFACTS & ARTS ACROSS Dec Svcs	12/8/2019	DEPOSIT- TV EPISODE FEAT.	250.00	250.00
107163	1/22/2020	43570	ASCAP Annual Fee 2020	12/20/2019	2020 ANNUAL FEE (ACC #500	363.00	363.00
107164	1/22/2020	02187	BENLO R.V. II 12633	12/12/2019	8GAL PROPANE	33.84	33.84
107165	1/22/2020	48224	BLACKBURN, BERLINDA PD 1/26-29	12/4/2019	PD 1/26-29, CWEA P3S CONF	148.00	148.00
107166	1/22/2020	04210	BOYS & GIRLS CLUB OF COA14-7948	1/7/2020	1/25 SPORTS HEROES LUNC	1,250.00	1,250.00
107167	1/22/2020	49486	BRC CONSTRUCTION 2019414	1/6/2020	RELOCATION OF SFTY GLAS	3,200.00	
			2019415	1/6/2020	INSTLL'D NEW SFTY GLASS (920.00	
			2019416	1/6/2020	RELOCATE DOOR HANDLE/P,	340.00	
			2019417	1/6/2020	RPR'D BLOCK WALLS @ DIST	650.00	5,110.00
107168	1/22/2020	43862	BRENNTAG PACIFIC, INC BPI988681	10/4/2019	SODIUM HYPOCHLORITE	1,358.14	1,358.14
107169	1/22/2020	52723	BRIGHT EVENT RENTALS, LL(526272	9/20/2019	9/20-21 TENT+FENCE RNTLS	11,186.53	
			533615	10/18/2019	10/18-19 TENT+LIGHT+POLE	10,306.78	
			533961	10/19/2019	10/19 CHAIR+LINEN+TABLE R	4,815.46	
			546185	12/6/2019	12/6 STAGE+CHAIR+TABLE+E	3,519.53	29,828.30
107170	1/22/2020	53391	BSK ASSOCIATES R900611	12/16/2019	OCT-NOV2019 WASTEWATEF	2,176.00	
			R900612	12/16/2019	OCT-NOV2019 WATER SAMPL	1,032.00	3,208.00
107171	1/22/2020	01109	BSN SPORTS INC. 907300008	11/27/2019	MANCHESTER MATCH GOAL	5,608.97	5,608.97
107172	1/22/2020	44494	BURRTEC WASTE & RECYCLIBD 11/30/19	11/30/2019	NOV2019 SWEEPER BOXES,	1,575.48	1,575.48
107173	1/22/2020	44494	BURRTEC WASTE & RECYCLIBD 12/1/19	12/1/2019	AC 44-BS 405340, 85075 AVE :	89.98	89.98
107174	1/22/2020	46730	CALPERS 1000000159022:	12/19/2019	2020 REPLACEMENT BENEFI	8,940.00	8,940.00
107175	1/22/2020	44989	CARRANZA, ANDREA Mlge 12/10-13	1/8/2020	MLGE 12/10-13, LOCC SMNR:	126.44	126.44
107176	1/22/2020	42232	CASTRO ROOFING, INC. 29902	12/18/2019	ROOF LEAK REPAIRS @ 539C	1,270.00	1,270.00
107177	1/22/2020	02048	CDW GOVERNMENT, INC. VWB0937	11/23/2019	TRIPP 18IN Y SPLITTER	33.15	33.15

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107178	1/22/2020	07950	CITY OF COACHELLA	Nov 2019	11/30/2019 NOV2019 WATER- ST, PARKS	19,610.96	
				Nov 2019-LLD's	11/30/2019 NOV2019 WATER- LLD'S	15,801.24	
				Oct 2019	10/31/2019 OCT2019 WATER- ST, PARKS	30,627.94	
				Oct 2019-LLD's	10/31/2019 OCT2019 WATER- LLD'S	12,021.20	78,061.34
107179	1/22/2020	44725	CLEANSTREET	96089	12/13/2019 12/6 SPECIAL SWEEP SVC	990.15	990.15
107180	1/22/2020	53220	COACHELLA ACE HARDWARE	524/1	12/12/2019 PLUMBERS PUTTY & GARBA	122.86	
				521/1	12/10/2019 CLIP RINGS, INDR MECH TIM	92.54	215.40
107181	1/22/2020	52724	COACHELLA VALLEY VOLUNT	2020	1/8/2020 COMMUNITY BASED GRANT	1,000.00	1,000.00
107182	1/22/2020	52345	COMMERCIAL BANK OF CALIF	Retention	1/6/2020 ESCROW #1605609- PROWE	16,083.39	
				Retention	1/6/2020 ESCROW #1605609- PROWE	8,399.69	24,483.08
107183	1/22/2020	44959	COMPUTER CONSULTANTS,	130174	12/15/2019 NOV-DEC2019 SVC CALLS	198.00	
				30282	12/17/2019 RMV'D/INSTLL'D AP @ CORP	535.16	
				30287	12/20/2019 12/18 CITY HALL NEW DATA L	203.40	936.56
107184	1/22/2020	11800	COUNTY OF RIVERSIDE	AN0000001863	1/10/2020 DEC2019 ANML SHLTR+FIELD	19,315.50	19,315.50
107185	1/22/2020	09650	CVAG	CV 20082-19	12/18/2019 1ST QTR- FY19/20 (JL-SP) AB	11,275.59	11,275.59
107186	1/22/2020	02115	CWEA-TCP	Req 1/27-29	12/4/2019 REG 1/27-29, CWEA P3S CON	409.50	409.50
107187	1/22/2020	02115	CWEA-TCP	RH-1/31/20	11/5/2019 1/31 CERT RNWL, LAB ANALY	89.00	89.00
107188	1/22/2020	12870	DEPARTMENT OF JUSTICE	421825	12/4/2019 NOV2019 FINGERPRINTS	49.00	
				424451	12/10/2019 NOV2018 BLOOD ALCOHOL A	280.00	
				424467	12/10/2019 SEPT2019 BLOOD ALCOHOL,	315.00	644.00
107189	1/22/2020	01089	DESERT ELECTRIC SUPPLY	S2697400.001	12/4/2019 25W WALL MOUNT LED FIXTI	926.34	
				S2701656.001	12/4/2019 MOG HPS LAMP	424.67	1,351.01
107190	1/22/2020	52970	DESERT POOL SPECIALISTS,	123025	12/2/2019 DEC2019 FOUNTAIN SVCS	325.00	325.00
107191	1/22/2020	53007	DESERT PROMOTIONAL &	61647	12/17/2019 POLOS+EMBROIDERY FOR F	313.20	313.20
107192	1/22/2020	48672	DESERT RECREATION DISTR	2723	7/9/2019 2019 SWIM PASSES @ BAGD	6,000.00	6,000.00
107193	1/22/2020	13700	DEWEY PEST CONTROL INC.	13114058	12/1/2019 AC103361, DEC2019, SENIOR	80.00	
				13123904	12/1/2019 AC1281215, DEC2019, SIERR	301.00	
				13123905	12/1/2019 AC1281218, DEC2019, 51251 I	900.00	1,281.00
107194	1/22/2020	49630	DORIS PEREZ INTERPRETING	105029	12/11/2019 12/11 INTERPRETING SVCS: (550.00	
				105040	12/9/2019 12/9 TRANSLATION SVCS: AC	175.00	725.00
107195	1/22/2020	50645	DURAN'S LOCK & KEY	5429	12/12/2019 REKEYED CYLINDERS @ CIT	292.50	292.50
107196	1/22/2020	53419	DYNAMIC ENGINEERING SER	1912-002	9/30/2019 SEP2019 AUDIT SUPPORT	1,500.00	1,500.00
107197	1/22/2020	14860	E. K. WOOD LUMBER COMPAI	484890	12/17/2019 NYL ROPE	337.90	
				484574	12/3/2019 1/4" PLUG & BLOW GUN	22.17	360.07
107198	1/22/2020	50593	EAN SERVICES, LLC	23502226	12/31/2019 12/3-9 RNTL, #7WC38Z: F. CR	277.09	277.09

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107199	1/22/2020	47748	EISENHOWER OCCUPATIONA90145	1/3/2020	DEC2019 SVCS: G. GALLEGRO	50.00	50.00
107200	1/22/2020	44713	FARMER BROTHERS CO. 69645461	11/19/2019	COFFEE, SUGAR & CREAMER	318.01	318.01
107201	1/22/2020	50162	FASTENAL COMPANY CAPAM70519	12/3/2019	36" HD UV BLK CBL TIE	15.14	15.14
107202	1/22/2020	15750	FEDEX 6-881-75894	12/27/2019	12/18 FEDEX'S	12.20	12.20
107203	1/22/2020	53583	FIDELITY NATIONAL TITLE CC00010542	12/20/2019	CONDITION OF TITLE GUAR	500.00	500.00
107204	1/22/2020	43672	FULTON DISTRIBUTING COMF492998	12/11/2019	MOP HANDLE	16.09	
			493505	12/17/2019	TISSUE TOILET & NITRILE GL	1,235.72	1,251.81
107205	1/22/2020	52615	G/M BUSINESS INTERIORS 0256943-IN	12/5/2019	FURNITURE/INSTALLATION @	36,707.84	36,707.84
107206	1/22/2020	51494	GARDA CL WEST, INC. 20409820	11/30/2019	11/19 EXCESS PREMISE TIME	4.48	
			20409836	11/30/2019	11/12+14+21 EXCESS LIABILIT	80.40	84.88
107207	1/22/2020	43733	GLADWELL GOVERNMENTAL 4210	12/20/2019	SBSCPTN- RECORDS RETEN	1,250.00	1,250.00
107208	1/22/2020	00207	GRAINGER INC 9384531514	12/12/2019	PRKNG LOT LIGHT FIXTURE	170.96	170.96
107209	1/22/2020	53310	H.E.S. HERRERA ELECTRIC 253	12/20/2019	12/14 TRBLSHT CUBICLES @	125.00	
			256	1/6/2020	12/31 TRBLSHT J-BOXES, LIG	250.00	375.00
107210	1/22/2020	51892	HERC RENTALS, INC. 31141627-001	12/10/2019	11/11-12/9 BOOM STRAIGHT F	4,377.48	
			31180079-001	12/9/2019	12/3-9 TRAILER TILT RNTL	222.41	
			31183856-001	12/10/2019	12/5-6 CART UTV 4 PSNGR RI	331.54	
			31184350-001	12/11/2019	12/5-6 LIGHT TOWER RNTLS	583.58	
			31184350-002	12/11/2019	12/5-6 LIGHT TOWER RNTLS	1,935.43	
			31184351-001	12/9/2019	12/5-6 LIGHT TOWER RNTLS	677.82	
			31184351-002	12/11/2019	12/5-6 LIGHT TOWER RNTL	94.24	
			31184351-004	12/11/2019	12/5-6 LIGHT TOWER RNTLS	898.33	
			31184352-001	12/9/2019	12/5-6 LIGHT TOWER RNTLS	489.34	
			31184352-002	12/11/2019	12/5-6 LIGHT TOWER RNTL	94.24	
			31184352-003	12/11/2019	12/5-6 LIGHT TOWER RNTLS	188.48	
			31184352-004	12/11/2019	12/5-6 LIGHT TOWER RNTLS	1,117.63	
			31204978-001	12/17/2019	12/16-17 LIGHT TOWER RNTL	376.96	11,387.48
107211	1/22/2020	53584	HILTON LONG BEACH Conf #31624456	12/4/2019	HTL 1/26-29, CWEA P3S CONI	675.09	675.09
107212	1/22/2020	00996	HOME DEPOT 4013823	12/5/2019	SHOP TOWELS, SCRUB BRU:	100.21	
			8014535	12/11/2019	GLOVES, BUTT SPLICE CNNC	121.89	
			9033710	12/10/2019	HEAVY DUTY RATCHET & TO	146.44	
			9161649	12/10/2019	TOUGH TOTE, 19PC ACCESS	259.61	628.15

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
107213	1/22/2020	20450	IMPERIAL IRRIGATION DISTRI	50404153-NV19	12/3/2019	AC50404153, 10/31-12/2	108.94	
				50705544-NV19	12/3/2019	AC50705544, 10/30-12/2, PERI	126.47	
				50404154-NV19	12/3/2019	AC50404154, 10/31-12/2	13.40	
				50642141-NV19	12/3/2019	AC50642141, 10/30-12/2	40.64	
				50487676-NV19	12/3/2019	AC50487676, 10/30-12/2, LIFT	14.58	
				50035734-NV19	12/3/2019	AC50035734, 10/30-12/2, CVH:	87.63	
				50217597-NV19	12/3/2019	AC50217597, 10/31-12/2	43.52	
				50404155-NV19	12/3/2019	AC50404155, 10/31-12/2	14.82	
				50642002-NV19	12/3/2019	AC50642002, 10/31-12/2	118.94	
				50516108-NV19	12/3/2019	AC50516108, 10/31-12/2	13.37	
				50035560-NV19	12/1/2019	AC50035560, 10/26-11/25, ST I	18,560.06	
				50035755-NV19	11/25/2019	AC50035755, 10/24-11/21, PUN	49.80	
				50459796-NV19	11/25/2019	AC50459796, 10/24-11/21	76.01	
				50434217-NV19	11/25/2019	AC50434217, 10/24-11/21	47.34	
				50459795-NV19	11/25/2019	AC50459795, 10/24-11/21	36.80	
				50522793-NV19	11/25/2019	AC50522793, 10/24-11/22, SC/	14.21	
				50459819-NV19	11/25/2019	AC50459819, 10/24-11/21	43.24	
				50408460-NV19	11/25/2019	AC50408460, 10/24-11/21, WE	8,146.26	
				50733502-NV19	12/3/2019	AC50733502, 10/31-12/2	31.17	
				50734422-NV19	12/3/2019	AC50734422, 10/31-12/2	47.37	
				50387122-NV19	12/4/2019	AC50387122, 10/30-12/2, SWF	29,307.65	
				50705542-NV19	12/3/2019	AC50705542, 10/30-12/2, PERI	944.15	
				50035836-NV19	12/3/2019	AC50035836, 10/30-12/2, WEL	35.87	
				50527782-NV19	12/3/2019	AC50527782, 10/31-12/2	12.34	
				50416425-NV19	12/3/2019	AC50416425, 10/31-12/2	216.24	58,150.82

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107214	1/22/2020	45108	IMPERIAL SPRINKLER SUPPL	3979295-00	11/20/2019	FERT BEST NITRA-KING	978.22
				3979302-00	11/19/2019	RAINBIRD STATION BATTERY	102.20
				3980957-00	11/20/2019	RAINBIRD 1" PLASTIC INLINE	116.71
				3981672-00	11/20/2019	HUNTER ULTRA 6" POP-UP	226.09
				3983084-00	11/22/2019	LATEX GLOVE	9.77
				3990954-00	12/2/2019	19" LEAF RAKE	23.90
				3992204-00	12/3/2019	5GAL COOLER, 32OZ POWEF	344.47
				3992204-01	12/6/2019	5GAL COOLER & GLOVE	121.44
				3994104-00	12/5/2019	6" JUTE STAPLE	10.37
				3977046-00	11/18/2019	RAINBIRD ROTOR POP-UP, E	178.36
				3976350-00	11/18/2019	SLIP FIX & 90 ELL SCH40 PVC	2.64
107215	1/22/2020	47328	KONICA MINOLTA	34433114	11/30/2019	BIZHUB 501, WATER DEPT, N	326.88
				34433115	12/2/2019	ACC 061-0042081-000, NOV/D	134.86
107216	1/22/2020	44047	KONICA MINOLTA BUSINESS	9006279096	11/27/2019	BIZHUB C364+C454+PRO 951	647.86
				9006291739	11/30/2019	BIZHUB C360, CORP YARD, N	320.05
107217	1/22/2020	45051	LAMAR OF PALM SPRINGS	110943769	12/2/2019	12/2-29 POSTER ADVERTISIN	1,200.00
107218	1/22/2020	08970	LEE ESPINOZA COACHELLA	V0120	1/1/2020	JAN2020 BOXING CLUB SERV	2,500.00
				1119	11/1/2019	NOV2019 BOXING CLUB SER'	2,500.00
				1219	12/1/2019	DEC2019 BOXING CLUB SER'	2,500.00
107219	1/22/2020	50501	LIVESCAN MGMT GROUP, INC	01022020COC	1/2/2020	PARADE MAGNETS	81.56
107220	1/22/2020	24600	LOPES HARDWARE	008850	12/12/2019	EXTENSION, HOLE SAW, PU1	201.07
107221	1/22/2020	02162	LOWE'S COMPANIES, INC.	13183	12/10/2019	SCH SC ENTRY LVR ELAN & 4	314.53
				27427	12/19/2019	USG 24-48 RADAR TILE 8CT	195.48
				27714	12/16/2019	USG 24-48 RADAR TILE 8CT	312.77
				83318	12/19/2019	83X68 VINYL ESTA, ETC	2,840.83
107222	1/22/2020	52327	MAILFINANCE	N8066369	12/20/2019	1/20-4/19, LSE NO. N17071771	787.14
107223	1/22/2020	49857	MANPOWER US INC.	34577466	12/15/2019	WE 12/15: RAMIREZ	520.80
				34556574	12/8/2019	WE 12/8: GARCIA+ROBLES	868.00
				34556578	12/8/2019	WE 12/8: RAMIREZ	607.60
				34577463	12/15/2019	WE 12/15: CAMPOS	173.68
107224	1/22/2020	25555	MATCH CORPORATION	121919056	1/8/2020	PE12/31 ATP CYCLE 2	327,844.14
107225	1/22/2020	50846	MATTHEW FAGAN CONSULTIII	24	9/9/2019	JUL-SEP2019 SVCS: VISTA DE	3,207.67
107226	1/22/2020	51445	MEDIWASTE DISPOSAL	0000087363	12/1/2019	DEC2019 BIOHAZARD WST S	68.06
107227	1/22/2020	25900	MEREDITH & SIMPSON CONS	191220	12/6/2019	40FT NO/NC FLOAT SWITCH	394.40
107228	1/22/2020	51579	METLIFE- GROUP BENEFITS	Jan2020	12/15/2019	JAN2020 DENTAL/VISION/LIFE	13,302.01

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107229	1/22/2020	51539	MICHAEL BAKER INTERNATIC1067869	12/3/2019	PE12/1 COACHELLA DVLPMN	3,124.00	3,124.00
107230	1/22/2020	48292	MOST DEPENDABLE FOUNTAINV58640	12/12/2019	1/4" INLINE STRAINER, POWE	610.33	610.33
107231	1/22/2020	45197	MSA CONSULTING, INC.	2405.002-02	11/30/2019 PE11/30 CASTRO'S WTR SYS	600.00	
			2406.002-10	11/30/2019	PE11/30 SHADY LN SEPTIC TI	29,903.00	
			2405.001-15	11/30/2019	PE11/30 CASTRO'S WTR SYS	8,525.00	
			2406.001-11	11/30/2019	PE11/30 SHADY LN WTR SYS	14,637.50	53,665.50
107232	1/22/2020	52344	NEOFUNDS BY NEOPOST	CD 12/12/19	12/12/2019 POSTAGE BY PHONE #7900 C	2,319.25	2,319.25
107233	1/22/2020	42112	NRO ENGINEERING	12-19-003	11/30/2019 PE11/30 PLNCK, CASTRO'S M	218.75	
				12-19-004	11/30/2019 PE11/30 PLNCK, PALM VIEW I	642.60	
				12-19-007	11/30/2019 PE11/30 PLNCK, 45761 DILLO	535.50	
				12-19-008	11/30/2019 PE11/30 PLNCK, 45761 DILLO	1,575.00	
				12-19-009	11/30/2019 PE11/30 PLNCK, 48TH & HRSI	1,606.50	
				12-19-012	11/30/2019 PE11/30 PLNCK, PALM VIEW I	875.00	
				12-19-002	11/30/2019 PE11/30 PLNCK, CASTRO'S M	250.00	
				12-19-005	11/30/2019 PE11/30 PLNCK, PALM VIEW I	4,819.50	
				12-19-006	11/30/2019 PE11/30 PLNCK, PALM VIEW I	3,213.00	
				12-19-011	11/30/2019 PE11/30 PLNCK, 54101 ENTEF	630.00	14,365.85
107234	1/22/2020	52757	OLLIN STRATEGIES	90	12/18/2019 DEC2019 CONSULTING SVCS	5,000.00	5,000.00
107235	1/22/2020	53489	ONYX PAVING COMPANY, INC	19/422	12/31/2019 PE12/31 SPEED HUMPS PH II	46,027.50	46,027.50
107236	1/22/2020	47192	O'REILLY AUTO PARTS	2855-168973	12/10/2019 CTRL ARM ASY	307.39	
				2855-169059	12/10/2019 BATTERY	142.76	
				2855-169062	12/10/2019 CORE RETURN	-18.00	
				2855-170886	12/17/2019 RADIATOR & CAP	164.53	
				2855-170929	12/17/2019 1GAL ANTIFREEZE	84.76	681.44
107237	1/22/2020	53582	PALM DESERT ROOFING	121919	12/19/2019 FLUSHED DRAINS @ 53462 E	975.00	975.00
107238	1/22/2020	52709	PALM SPRINGS PRIDE	B0107-01	1/7/2020 5/7 HARVEY MILK DIVERSITY	650.00	650.00
107239	1/22/2020	02028	PETE'S ROAD SERVICE, INC.	377705-00	12/10/2019 MOUNT/BALANCE NEW TIRE	162.87	
				377983-00	12/10/2019 FLAT REPAIR	25.61	
				378070-00	12/11/2019 MOUNT/BALANCE NEW TIRE	471.57	660.05
107240	1/22/2020	08050	PETTY CASH	Ck 1/22/20	1/15/2020 VOUCHERS 4188-4194, 10/23-	779.41	779.41
107241	1/22/2020	01395	PJ'S DESERT TROPHIES & GI	22683	12/19/2019 HOMETOWN HERO PLAQUE	51.19	
				22687	12/19/2019 HOMETOWN HERO PLAQUE	16.94	68.13

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
107242	1/22/2020	52389	POWER SECURITY GROUP IN3927	11/6/2019	11/2 SECURITY GRD SVCS: R	936.60	
			3928	11/6/2019	10/19 SECURITY GRD SVCS:	802.80	
			3938	11/29/2019	NOV2019 PATROL SVCS	5,136.00	
			3993	12/27/2019	DEC2019 PATROL SVCS	5,392.00	12,267.40
107243	1/22/2020	28000	POWERS AWARDS 145551	12/10/2019	ROSEWOOD CLOCK W/ BLK	204.08	204.08
107244	1/22/2020	53198	PROACTIVE ENGINEERING 16506	12/20/2019	PE11/30 STORMWATER MAST	9,075.00	9,075.00
107245	1/22/2020	42759	PROPER SOLUTIONS, INC. 10830	12/13/2019	WE 12/13: L. AVINA	780.00	
			10856	12/20/2019	WE 12/20: AVINA+GONZALEZ	1,540.50	
			10894	1/3/2020	WE 1/3: AVINA+GONZALEZ	390.00	2,710.50
107246	1/22/2020	48977	PROTECTION 1/ADT 131798262	11/27/2019	ADDTNL EQUIP @ WELL #12	10.88	
			131798263	11/27/2019	ADDTNL EQUIP @ WELL #19	10.88	21.76
107247	1/22/2020	52082	PROWEST PCM, INC. 09-GMP5	12/18/2019	PE12/30 CNSTRCTN- COACH	151,194.41	151,194.41
107248	1/22/2020	52306	QUINN COMPANY 12775601	12/10/2019	12/4-9 EQUIP TRAILER RNTL	281.09	
			12782201	12/11/2019	12/4-9 EQUIP TRAILER RNTL	249.59	
			12802601	12/9/2019	12/5-9 DUMP TRUCK RNTL	1,218.02	
			WOG00006551	12/10/2019	TRBLSHT/RPR'D CAT ET COM	2,949.40	
			12741801	12/10/2019	12/2-9 DUMP TRUCK RNTL	1,118.16	5,816.26
107249	1/22/2020	52802	RED WING BUSINESS ADVAN 2019120500343	12/5/2019	12/4 EMPLOYEE WORK BOO	227.67	227.67
107250	1/22/2020	44161	ROBERT HALF MNGT RESOU 54868274	12/9/2019	WE 12/6: A. FELIX	821.60	
			54944153	12/17/2019	WE 12/13: M. GALVEZ	688.09	
			54971706	12/23/2019	WE 12/20: M. GALVEZ	801.06	
			55080551	1/7/2020	WE 1/3: M. GALVEZ	222.50	2,533.25
107251	1/22/2020	50340	ROYAL GYM SERVICES 5701	12/13/2019	NOV2019 PREVENTATIVE MA	295.00	
			5702	12/13/2019	DEC2019 PREVENTATIVE MA	295.00	590.00
107252	1/22/2020	45190	RUDY'S TERMITE & PEST CO 98130	10/23/2019	10/23 RMV'D BEES	250.00	250.00
107253	1/22/2020	52991	S & D CAR WASH MANAGEMEAR 104805	7/31/2019	JULY2019 CAR WASH SERVIC	286.59	
			ARB106572	11/30/2019	NOV2019 CAR WASH SERVIC	237.66	524.25
107254	1/22/2020	00382	SAFEGUARD BUSINESS SYST 33881935	1/6/2020	W-2 BLANK FORMS & ENVEL	170.88	170.88
107255	1/22/2020	51849	SANTA ROSA DEL VALLE 27940	12/9/2019	NOV2019 SVCS: ALMANZA+C	50.00	
			27970	12/9/2019	NOV2019 SVCS: ALMANZA+C	200.00	250.00
107256	1/22/2020	44262	SCST, INC. 672092	5/31/2018	PE5/31 ASPHALT CONFORMA	1,385.00	
			677822	11/30/2019	PE11/30 VAN BUREN ST IMPF	3,456.00	4,841.00
107257	1/22/2020	52924	SIEMENS MOBILITY, INC. 5610200385	12/11/2019	NOV2019 TRAFFIC SIGNAL M	1,812.80	
			5620027326	12/16/2019	11/1 SVC CALL @ GRPFRT BL	3,077.46	
			5620026296	12/11/2019	NOV2019 TRAFFIC SIGNAL C	492.66	5,382.92

Bank : wfb WELLS FARGO BANK (Continued)


Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
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107259	1/22/2020	46733	SIMPLOT PARTNERS 208107839	11/22/2019	NITREX	2,047.25	2,047.25
107260	1/22/2020	35000	SMART & FINAL 051699	12/12/2019	CUPS, WHT STRRER, GLOVE	221.32	
			051702	12/12/2019	CUPS	26.97	
			053472	12/17/2019	CUPS, NAPKINS, FORKS, ETC	131.86	380.15
107261	1/22/2020	35450	SOCALGAS 1500 6th-NV19	11/25/2019	AC 020 678 1257 4, 10/22-11/2	42.19	42.19
107262	1/22/2020	51139	SOUTHERN COMPUTER WARIN-000614837	12/3/2019	PANASONIC CR2 PHOTO BAT	149.21	149.21
107263	1/22/2020	00582	STATE WATER RESOURCES (Cert App-JAD	12/12/2019	GRD I OPERATOR CERT APP:	125.00	125.00
107264	1/22/2020	52125	TAG/AMS, INC. 2760447	12/9/2019	DEC2019 DRUG TESTING	65.00	65.00
107265	1/22/2020	42289	TIME WARNER CABLE 0037022122819	12/28/2019	1515 6TH ST-AH, DEC2019	2,455.24	2,455.24
107266	1/22/2020	38250	TOPS N BARRICADES 1079262	12/9/2019	12/6 HOLIDAY PARADE ROUT	2,000.00	
			1079263	12/9/2019	11/22-12/9 CHNGBLE MSG SIC	6,450.00	
			1079273	12/9/2019	MESH C2 VEST & JKT BOMBE	71.92	
			1079285	12/10/2019	12/5-9 PEDESTRIAN BARRICA	4,800.00	
			1079290	12/10/2019	12/4-9 BARRICADE RNTLS	900.00	
			1079323	12/12/2019	LED LAMP & HOOD WANCO	204.45	
			1079365	12/13/2019	JACKET	85.37	14,511.74
107267	1/22/2020	53581	TORRES, CARMIN Edu Reimb	12/17/2019	FY19/20 EDUCATION REIMBU	248.72	248.72
107268	1/22/2020	50590	TOUCHTONE COMMUNICATIO701868	12/1/2019	AC 1100006871, DEC2019	3.44	3.44
107269	1/22/2020	38800	UNDERGROUND SERVICE ALI1120190110	12/1/2019	NOV2019- 42 NEW TICKETS+	79.30	79.30
107270	1/22/2020	42187	UNION BANK OF CALIFORNIA 1179569	10/24/2019	OT19-SP20, COA RDA SUB TA	2,155.00	2,155.00
107271	1/22/2020	43751	USA BLUEBOOK 076916	11/25/2019	HACH ULR CHLORINE BUFFE	425.87	425.87
107272	1/22/2020	53173	VERIZON CONNECT NWF, INC OSV0000019647	12/1/2019	NOV2019 GPS MONITORING	1,403.70	1,403.70
107273	1/22/2020	44966	VERIZON WIRELESS 9843252778	12/1/2019	AC371867190-00001, 11/2-12/1	7,747.39	7,747.39
107274	1/22/2020	50629	VINTAGE ASSOCIATES, INC 214818	12/15/2019	DEC2019 LNDSCPE MAINT @	10,845.40	
			214819	12/15/2019	DEC2019 LNDSCPE MAINT @	8,383.00	
			214820	12/15/2019	DEC2019 LNDSCPE MAINT @	4,950.00	
			214828	12/15/2019	DEC2019 LNDSCPE MAINT @	3,700.80	27,879.20
107275	1/22/2020	51697	WESTERN WATER WORKS SI57364-00	11/11/2019	2-1/2 DI HYD 6H DI CAPS 1-1/1	3,167.78	
			57494-00	12/3/2019	CPLG INTA-TITE PEP, ETC	1,110.66	4,278.44
107276	1/22/2020	00384	WILLDAN FINANCIAL SERVICEI010-43453	12/27/2019	JAN-MAR2020 ADMIN SVCS, (2,591.65	2,591.65
107277	1/22/2020	00384	WILLDAN FINANCIAL SERVICEI002-21967	12/4/2019	NOV2019 INSPECTION SVCS	360.00	360.00
107278	1/22/2020	52966	WOODARD & CURRAN INC. 166512	8/20/2019	PE6/28 USDA APP SPRT- MES	1,099.89	
			158949	1/23/2019	PE11/30 USDA APP SPRT- ME	455.00	
			157116	12/4/2018	PE10/26 USDA APP SPRT- ME	3,671.44	5,226.33

Sub total for WELLS FARGO BANK: 1,181,811.85

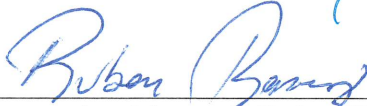
122 checks in this report.

Grand Total All Checks: 1,181,811.85

Date: January 22, 2020



City Manager: William B. Pattison Jr.



Accounting Manager: Ruben Ramirez



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1145 approving Change of Zone 18-05 to add the RC (Retail Cannabis) overlay zone to the existing M-S (Manufacturing Service) zone at the northwest corner of Grapefruit Boulevard and 9th Street. Pedro Padilla (Coachella Green Haus), Applicant. *(Second Reading)*

STAFF RECOMMENDATION:

Staff recommends that the City Council approve Ordinance No. 1145 to change the zoning from M-S (Manufacturing Service) zone to MS-RC (Manufacturing Service – Retail Cannabis Overlay) zone on a 0.9-acre vacant parcel located at the northwest corner of Grapefruit Boulevard and 9th Street

BACKGROUND:

On December 11, 2019, the City Council conducted a public hearing and approved first reading of Ordinance No. 1145 and approved Conditional Use Permit No. 303 to allow a 2,100 sq. ft. retail cannabis business as part of a new 6,900 sq. ft. multi-tenant commercial center at the above property.

DISCUSSION:

Attached for City Council's approval is the second reading version of Ordinance No. 1145 amending the City's Official Zoning Map to allow the use of the RC (Retail Cannabis) Overlay zone for the Coachella Green Haus – Retail Cannabis Project. The development will be phased to include two restaurants, one retail/office pad, and a retail cannabis dispensary, with an interim use sales facility. The Planning Commission recommended approval of this project on November 6, 2019.

FISCAL IMPACT:

There are no fiscal impacts associated with approval of this change of zone action in that it merely provides the owner with the ability to develop a new commercial center with a retail cannabis dispensary business.

Attachment: Ordinance No. 1145 (2nd Reading)

ORDINANCE NO. 1145

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA APPROVING CHANGE OF ZONE 18-05 THAT PROPOSES TO ADD THE PROVISIONS OF THE RETAIL CANNABIS OVERLAY ZONE (RC) TO THE EXISTING MANUFACTURING SERVICE (M-S) ZONE ON PROPERTY LOCATED AT THE NORTHWEST CORNER OF GRAPEFRUIT BOULEVARD AND 9TH STREET. PEDRO PADILLA, COACHELLA GREEN HAUS, APPLICANT.

WHEREAS, Pedro Padilla (on behalf of Coachella Green Haus) filed an application for Change of Zone 18-05 on property located at the northwest corner of Grapefruit Blvd and 9th Street, and attendant applications Conditional Use Permit 303; Assessor’s Parcel No 778-102-008 (“Project”); and,

WHEREAS, the Planning Commission conducted a duly noticed public hearing on Change of Zone 18-05 and CUP 303 on November 6, 2019 at the Coachella Permit Center, 53-990 Enterprise Way, Coachella, California; and,

WHEREAS, the Applicant and members of the public were present and were afforded an opportunity to testify regarding the Project; and,

WHEREAS, the Project is permitted pursuant to Chapter 17.47 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit to allow the Project; and,

WHEREAS, the proposed use is necessary or desirable for the development of the community, is consistent with the objectives of the City’s General Plan, and is not detrimental to the existing uses or the uses specifically permitted in the zone in which the proposed use is to be located; and,

WHEREAS, the proposed site is adequate in size and shape to accommodate the proposed development; and,

WHEREAS, the site for proposed use relates properly to streets which are designed to carry the type and quantity of traffic to be generated by the proposed use; and,

WHEREAS, the Project is exempt from the provisions of the California Environmental Quality Act, as amended; and,

WHEREAS, the conditions as stipulated by the City are necessary to protect the public health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That the City of Coachella Official Zoning Map be amended as shown on the attached Change of Zone 18-05 map marked “Exhibit A” from M-S (Manufacturing Service) to MS-RC (Manufacturing Service with the Retail Cannabis Overlay zone) on property located at the northwest corner of Grapefruit Blvd and 9th Street, (Assessor’s Parcel No 778-102-008) with the findings listed below:

Findings for Change of Zone 18-05:

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Downtown Center land use designation that allows for the proposed development. The proposed change of zone is in keeping with the policies of the Downtown Center land use classification and the Project is internally consistent with other General Plan policies for this type of development.
2. The Project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The site plan proposes a retail cannabis business. The Project complies with applicable M-S (Manufacturing Service) and Section 17.47.020 property development standards as proposed.
3. Every use, development of land and application of architectural guidelines and development standards shall be considered on the basis of the suitability of the site for a particular use or development intended, and the total development, including the prescribed development standards, shall be so arranged as to avoid traffic congestion, ensure the protection of public health, safety and general welfare, prevent adverse effects on neighboring property and shall be in accord with all elements of the general plan. The proposed change of zone is compatible with existing surrounding land uses that include commercial land uses.
4. The Project will be compatible with neighboring properties with respect to land development patterns and application of architectural treatments. The plans submitted for this Project propose a 2100 square foot retail cannabis business that is permitted in the M-S (Manufacturing) zone with the Retail Cannabis Overlay Zone (RC) pursuant to an approved Conditional Use Permit. The project also includes an interim retail cannabis dispensary that will be located in a temporary modular structure for no more than a 12 month duration. Surrounding properties to the project site include commercial and manufacturing service land uses. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development.
5. The Project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 153061 (b) (3) that exempts projects where it is plainly clear that the activity has no potential to result in any significant impacts.

Section 2. SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 3. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after it's second reading by the City Council.

Section 4. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause it to be published and circulated in the City of Coachella.

ORDINANCE PASSED APPROVED and ADOPTED this 22nd day of January 2020.

Steven A. Hernandez, Mayor

ATTEST:

Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Ordinance No. 1145 was duly and regularly introduced at a meeting of the City Council on the 11th day of December, 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 22nd day of January 2020.

AYES:

NOES:

ABSENT:

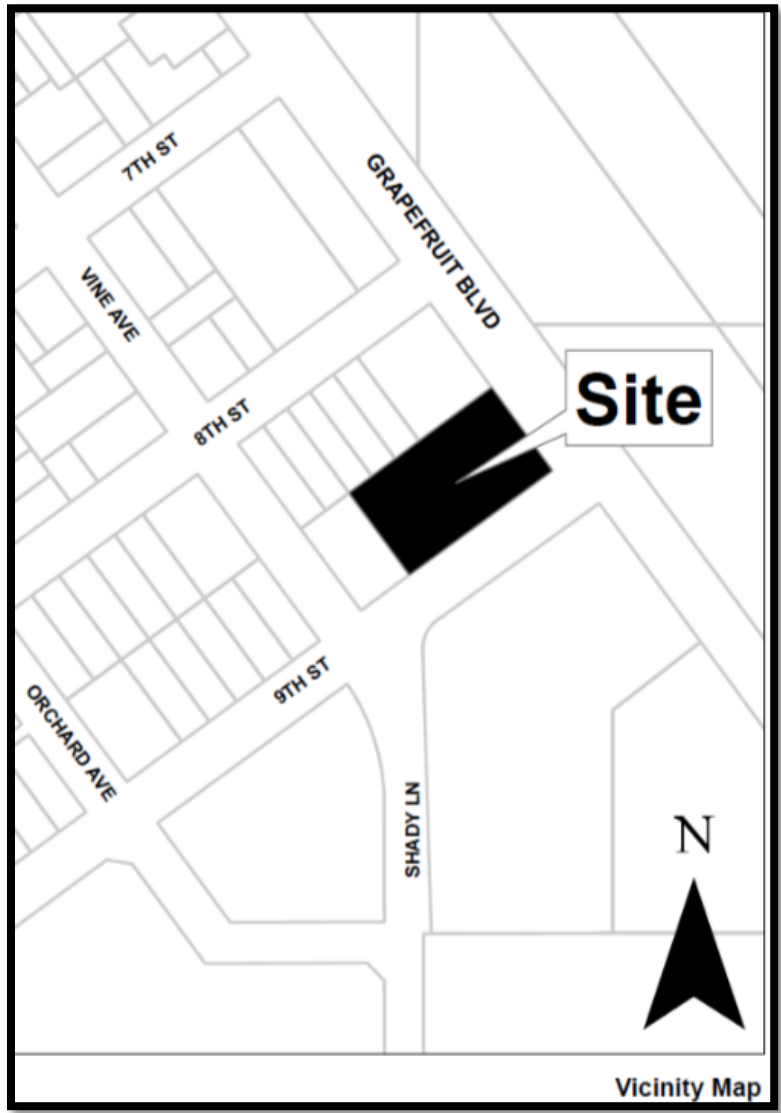
ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

“Exhibit A”

Existing Zoning: MS (Manufacturing Service)

Proposed Zoning: MS-RC (Manufacturing Service-Retail Cannabis Overlay)



Assessor’s Parcel No 778-102-008



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Ordinance No. 1147 amending Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24 and 15.32 of Title 15 (Buildings and Construction) to adopt the 2019 Edition of California Building Code and Appendix J of the California Building Code (Grading), the 2019 Edition of the California Electrical Code, the 2019 Edition of the California Mechanical Code, the 2019 Edition of the California Plumbing Code, the 2019 Edition of the California Fire Code, and adding Chapter 15.53, with certain amendments thereto and conforming amendments.
(Second Reading)

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 1147 amending Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24, and 15.32 of Title 15 of the Coachella Municipal Code (Buildings and Construction) to adopt the 2019 Editions of the California Building and Fire Codes with selected Appendices and Amendments thereto, adding Chapter 15.53, and making conforming amendments.

BACKGROUND:

On December 11, 2019, the City Council conducted a public hearing and approved first reading of Ordinance No. 1147 to implement a Municipal Code Amendment to adopt the 2019 Editions of the California Building and Fire Codes. Every three years, the California Building Standards Commission requires that all city and county agencies enforce the latest editions of the California Codes as codified in Title 24 of the California Code of Regulations.

DISCUSSION:

Attached for City Council's approval is the final version of Ordinance No. 1147 amending various chapters of Title 15 for repeal of existing text, and concurrent amendment in their entirety, to adopt the 2019 California Building and Fire Codes. The City's Fire Marshall has provided Riverside County's local amendments to the 2019 Fire Codes and the City is incorporating all prior local amendments with updates from the City's Building Official, and the recommendations of the Riverside County Fire Marshal.

FISCAL IMPACT:

There is no fiscal impact associated with adoption of the 2019 California Building and Fire Codes as these are regulatory requirements used in plan checking and permitting of future projects only. Lack of adoption would not relieve the City from complying with the uniform Codes, as explained above.

Attachment: Ordinance No. 1147 (2nd Reading)

ORDINANCE NO. 1147

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AMENDING CHAPTERS 15.04, 15.08, 15.12, 15.16, 15.20, 15.24, AND 15.32 OF TITLE 15 OF THE COACHELLA MUNICIPAL CODE (BUILDINGS AND CONSTRUCTION) AND ADDING CHAPTER 15.53, IN ORDER TO ADOPT THE 2019 EDITION OF THE CALIFORNIA BUILDING CODE AND APPENDIX J OF THE 2019 CALIFORNIA BUILDING CODE (GRADING), THE 2019 EDITION OF THE CALIFORNIA ELECTRICAL CODE, THE 2019 EDITION OF THE CALIFORNIA MECHANICAL CODE, THE 2019 EDITION OF THE CALIFORNIA PLUMBING CODE, AND THE 2019 EDITION OF THE CALIFORNIA FIRE CODE WITH CERTAIN AMENDMENTS THERETO, AND INCLUDING CONFORMING AMENDMENTS. CITY INITIATED.

WHEREAS, pursuant to California Government Code Section 50022.1 et. seq. the City of Coachella (“City”) may adopt by reference the California Building Standards Code, 2019 Edition as provided in Title 24 of the California Code of Regulations and other model codes; and,

WHEREAS, the California Building Standards Commission ("Commission") recently adopted the 2019 Edition of the California Building Standards Code; and,

WHEREAS, California Health and Safety Code Section 17958.7 and 18941.5 authorize cities to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions; and,

WHEREAS, the City desires to adopt the California Building Standards Code, including Appendix J for Grading regulations, and other model codes with the necessary amendments to assure the Codes are tailored to the particular safety needs of the City as required by its unique climatic, geological and topographical conditions; and,

WHEREAS, the City’s Building Official and Fire Marshal have recommended that the City approve changes and modifications to the 2019 California Building and Fire Codes, and have advised that certain changes and modifications to said Codes are reasonably necessary due to local conditions within the City and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Code, or are reasonably necessary to safeguard life and property within the City; and,

WHEREAS, the City’s Building Official has also recommended that changes and modifications be made to the California Building Standards Code, which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of the building standards of the City of Coachella and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5; and,

WHEREAS, the City Council held a public hearing on December 11, 2019 at which time all interested persons had the opportunity to appear and be heard on the matter of adopting the Codes as amended herein; and,

WHEREAS, the City published notice of the aforementioned public hearing pursuant to California Government Code Section 6066; and,

WHEREAS, any and all other legal prerequisites relating to the adoption of this Ordinance have occurred.

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

SECTION 1. AUTHORITY.

The City Council enacts this Ordinance under the authority granted to the City as follows:

A. California Government Code Section 50022 et seq. authorizes the City to adopt by reference the California Building Standards Code and authorizes the City to adopt other uniform codes by reference;

B. California Health & Safety Code Section 17958.7 and 18941.5 authorize the City to adopt the California Building Standards Code with modifications determined to be reasonably necessary because of local climatic, geological or topographical conditions

SECTION 2. FINDINGS.

To the extent that changes and modifications to the 2016 California Building Standards Code in this ordinance are deemed more restrictive than the building standards contained in the 2016 California Building Standards Code, thus requiring that findings be made pertaining to local climactic, geological, or topographical conditions to justify such modifications, the City Council hereby finds and determines as follows:

A. Geological Conditions:

1. The highly corrosive soils conditions found in the City of Coachella will cause the failure of foundations placed for the support of structures. There is also a concern with the existing on site water retention flood control the city enforces due to the fact that the city is approximately seventy feet below sea level.

(Applicable to Amendments to Sections 105.2, J107, J109 of the 2016 California Building Code)

2. The soil materials in the City contain high levels of sulfate. This creates the necessity of adopting restrictions and regulations pertaining to the placement and protection of all concrete placed within the city which will or may come into contact with alkaline soils containing sulfates. The soils in the City are also highly expansive, leading to a high probability of liquefaction.

(Applicable to Amendments to Sections 1904.3, 1907.1, J107.4 of the 2016 California Building Code)

3. The San Andreas Fault runs along the North East boundary of the City of Coachella, and is capable of producing future earthquakes, likely accompanied by the occurrence of fires, and the disruption of traffic flow. The fault has an extensive history of activity – including the 1989 Loma Prieta earthquake (6.9 magnitude) and the 1979 Imperial, Brawley earthquake (6.5 magnitude). The occurrence of a seismic event would cause damage to buildings and negatively impact any rescue or fire suppression activities because such an event is likely to create obstacles such as fallen trees, street lights and utility poles, and greatly impact the response time for emergency and fire service workers to reach an incident scene. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

(Applicable to the addition of Section 404 to the 2016 California Existing Building Code)

4. Section 404 of the California Existing Building Code is also added to comply with F.E.M.A. and its building repair program.

B. Climatic Conditions:

1. The City annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 90 M.P.H. or greater are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires also disrupt utility services throughout the area. Obstacles generated by strong winds, such as fallen trees, street lights and utility poles, and the requirement to climb 75 feet vertically up flights of stairs will greatly impact the response time to reach an incident scene. Additionally, there is a significant increase in the amount of wind force at 60 feet above the ground. Use of aerial type firefighting apparatus above this height would place rescue personnel at increased risk of injury.

(Applicable to amendments to Section 903.2, , 903.2.3, 903.2.6, 903.2.11.3, of the 2016 California Building Code and 2016 California Fire Code)

C. Other modifications in this Ordinance are of an administrative or procedural nature which are necessary for administrative clarification and to establish administrative standards for the effective enforcement of building standards in the City of Coachella, or are reasonably necessary to safeguard life and property within the City of Coachella, and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.

SECTION 3. Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24, and 15.32 of the City of Coachella Municipal Code are hereby repealed in their entirety.

SECTION 4. Chapters 15.04, 15.08, 15.12, 15.16, 15.20, 15.24, and 15.32, are hereby added to the Coachella Municipal Code to read as follows:

**CHAPTER 15.04
ADMINISTRATION**

Sections:

- 15.04.010 Adoption of Chapter 1 of the California Building Code**
- 15.04.020 Amendments to Chapter 1 of the California Building Code**

15.04.010 Adoption of Chapter 1 of the California Building Code.

Except as provided in this chapter, the code currently adopted State Building Code under title 24 sections parts 1-6, 8, 9 and 11 of the California Code of Regulations (CCR) known and designated as the 2019 California Building Codes (CBC), as adopted by the State of California, based on the 2018 International Building Code published by the International Code Council and the Plumbing and Mechanical Codes written by IAPMO and the National Electrical Code and Fire Code as written by NFPA, shall become the administrative provisions of the city Coachella for regulating the construction, erection, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use and occupancy and maintenance of all buildings and/or structures in the city. Chapter 1 of the 2019 California Building Code and all other formally adopted building Code will be on file for public examination in the offices of the building official as required by State Law.

The City of Coachella does hereby formally adopt the State of California model building Codes into local law as listed below:

- 2019 California Administrative Code Title 24 Part 1
- 2019 California Building Code Title 24 Part 2 (Volumes 1 & 2)
- 2019 California Electrical Code Title 24 Part 3 (based on 2017 NEC)
- 2019 California Mechanical Code Title 24 Part 4 (based on 2018 Uniform Mechanical Code)
- 2019 California Plumbing Code Title 24 Part 5

- 2019 California Energy Code Title 24 Part 6
- 2019 California Historical Building Code Title 24 Part 8
- 2019 California Fire Code Title 24 Part 9
- 2019 California Green Building Standards Code Part 11

All sections of the Code listed here and legally adopted by the State of California’s Building Standards Commission or by the Office of the Sate Fire Marshall shall be formally adopted by the City of Coachella as the California Building Code to be enforced within the City limits as required by state law. Sections and appendices not specifically adopted by the aforementioned State offices are hereby adopted by reference.

15.04.020 Amendments to Chapter 1, Division II of the California Building Code.

A. “Sub-section 105.1 Required.” is amended to read as follows:

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. The City of Coachella requires a building permit for the following projects:

1. Hardscape work including concrete flatwork, patio slabs, and pavers, except walkways exempted under Section 105.2.
2. New driveways made of concrete, pavers, grass-crete or comparable permeable or impermeable surfaces.
3. Removal and repair of existing masonry walls for the purpose of installation of gates and driveways.
4. Tent structures and canvas shade structures and coverings over 200 square feet, unless exempt as part of a Special Event Permit.
5. Storage sheds and metal containers in excess of 120 square feet.
6. Re-surfacing and re-striping of existing parking lots.

105.1(a) Prohibited Block Walls: Notwithstanding the provisions of the 2019 California Building Code, the City shall prohibit post-tension masonry walls.

B. “Sub-section 105.2 Work exempt from permit”, Items 2, 4, and 6 under “Building” are hereby deleted and replaced in their entirety as follows:

2. Fences conforming to design requirements of Title 17 of this Code, not exceeding a height of 2 feet (610 mm).
4. Retaining walls that are not over 2 feet (610 mm) in height measured from the top of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

6. Sidewalks in the side or rear yard not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

C. The “Electrical” provision of Section 105.2 is hereby amended to read as follows:

Electrical:

- 1. Listed cord and plug connected temporary decorative lighting.
- 2. Reinstallation of attachment plug receptacles, but not the housing, wiring and conduit therefore.
- 3. Repair or replacement of branch circuit overcurrent devices, listed for the use, of the required capacity in the same location.
- 4. Installation or maintenance of communications wiring, devices, appliances, apparatus or equipment specifically under the jurisdiction of utilities as described by the code.
- 5. Installation or replacement of electrical equipment such as lamps and of electrical utilization equipment approved for connection to suitable permanently installed receptacles, Replacement of flush or snap switches, fuses, lamp sockets, and receptacles, and other minor maintenance and repair work, such as replacing worn cords and tightening connections on a wiring device.
- 6. The process of manufacturing, testing, servicing, or repairing electrical equipment or apparatus.

C. Section 105.2 Work exempt from permit, is amended by adding thereto language to read as follows:

Grading:

See Appendix J, Section J103.2 Exemptions, for work exempt from grading permits.

D. Section 113, Board of Appeals is hereby amended to read as follows:

**Section 113
BOARD OF APPEALS**

113.1 General. A local Appeals Board shall be created, as described by CBC 113, for the purpose of providing determinations in relation to the application and interpretation of the Code. Code language not susceptible to interpretation and clearly defined under law, as written, shall not be the subject of appeal. This Board shall be tasked with ruling on appeals of orders, decisions or determinations made by the Building Official and will hereby be known as the

“Board of Appeals”. This Board shall also serve as the Accessibility Appeals Board as described below.

113.2 Definition. The following term shall, for the purpose of this section, have the meaning shown.

ACCESSIBILITY APPEALS BOARD. The board of the city which is authorized by the governing body of the city to hear appeals brought by any person regarding action taken by the building department of the city in enforcement of the authority to grant exceptions to the standards and specifications contained in California Health and Safety Code section 19957. (Note: The establishment of this board is pursuant to Health and Safety Code 19957.5)

113.3 Appeals Board Defined. The Housing Appeals Board, Accessible Appeals Board, and the Local Appeals Board shall be for the purposes of this code and may be one in the same and shall be referred to herein throughout this code as the Appeals Board.

113.4 Qualifications. In addition to the qualifications established in CBC Section 1.8.8, at least two members shall be physically disabled, if the Appeals Board is to hear appeals relating to accessibility issues pursuant to CBC, (California) Chapter 1, Section 1.9.1.5 (*Special conditions for persons with disabilities requiring appeals action ratification; Pursuant to Health and Safety Code 19957.5*)

E. Section 114.4, Violation penalties, is hereby amended to read as follows:

114.4 Violation penalties. Any person, firm or corporation violating any of the provisions, regulations, requirements, additions, amendments and/or deletions of this code is guilty of a misdemeanor and the penalty for such a misdemeanor shall be as set forth in Chapter 3.48.090 of the City of Coachella Municipal Code.

CHAPTER 15.08

BUILDING CODE

Sections:

- 15.08.010 Adoption of Specific Sections of the California Building Code**
- 15.08.020 Enforcement**
- 15.08.030 Amendments to the Building Code**

15.08.010 Adoption of Specific Sections of the California Building Code.

Except as amended in this chapter, those certain building codes known and designated as the 2019 California Building Code (CBC), including Chapters 2 through 35, and Appendix C, G, H, I, and J as adopted by the State of California, based on the 2018 International Building Code as published by the International Code Council, except as amended herein, shall become the building code of the City of Coachella for regulating the erection, construction, enlargement,

alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and/or structures in the City. The 2018 California Building Code and its adopted appendices and amendments will be on file for public examination in the offices of the Building Official.

15.08.020 Enforcement.

Pursuant to California Building Code, (California) Chapter 1, Section 1.11.2.1, the delegated enforcement official responsible for the enforcement of the building standards relating to fire and panic safety and other regulations of the State Fire Marshal as they relate to Group R, Division 3 Dwellings shall be the Building Official.

15.08.030 Amendments to the California Building Code.

A. Automatic Sprinkler Systems.

Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobile homes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exceptions 2 in Section 903.2.11.3

B. Section 1904.3 is hereby amended by adding thereto Section 1904.3.1 and 1904.3.2 to read as follows:

1904.3.1 Type of cement. All concrete used in floor slabs where floor slab is supported by earth or fill of any kind and all concrete used in footings, foundations, curbs, gutters, sidewalks, driveways and walls supporting or retaining earth or fill shall contain only sulfate resistant Type V. Portland cement. Portland cement concrete shall be composed of not less than four hundred seventy (470) pound (five sacks) of Portland cement per cubic yard of concrete, except that any concrete containing an approved water reducing admixture, used in accordance with the manufacturer’s recommendations shall contain not less than four hundred eighteen (418) pound (4.5 sacks) of Portland cement per cubic yard of concrete.

C. Section 1907.1 is hereby amended by adding thereto Section 1910.1.1 and 1910.1.2 to read as follows:

1907.1.1 Base course required. A base course shall be provided beneath the concrete floor slab of any structure consisting of at least a four inch thickness of a limited capillarity material. Base course shall be either clean graded gravel or crushed rock. Material shall pass a two inch sieve and be retained in a one-fourth inch sieve. Capillary break in conformance with the California Green Building Standards Code Chapter 4, Division 4.5 is required.

1907.1.2 Expansion protection for slab. A two-inch layer of dry washed sand shall be placed on top of the base course under of a ten (10) mil thick water-proof membrane. This waterproof membrane shall be placed on top of the base course under all slabs to provide for expansion protection for concrete.

D. Section G101.5 is hereby added to Appendix G, FLOOD-RESISTANT CONSTRUCTION, to read as follows:

G101.5 Administration and Enforcement. For the purpose of the administration and enforcement of this Appendix G, Flood-Resistant Construction, the Building Official shall mean the City Director of Public Works or their designated representative.

E. Appendix J, GRADING, is hereby amended as follows:

1. Section J101.3 is hereby added to read as follows:

J101.3 Administration and Enforcement. For the purpose of the administration and enforcement of this Appendix Chapter, Grading, the Building Official shall mean the City Director of Public Works or their designated representative.

2. The “Exception” in Section J104.3 is hereby amended to read as follows:

Exception: A soils report is not required where the building official determines that the nature of the work applied for is such that a report is not necessary.

3. Section J107.4 is hereby amended by adding thereto Section J107.4.1 to read as follows:

J107.4.1 Using alkaline fill soil. Soils or materials which may have an alkali or sulfate content shall not be relocated, placed or used as fill at any location within the city unless a test sample of the soil is first obtained under the direction of the department of building and tests conducted by an approved testing agency indicates that the alkali or sulfate content of the soil sample does not exceed the amount in the natural soil at the location where the fill is to be placed. The director of building may waive the test sample requirements for good cause.

4. Section J109.5 is hereby added to read as follows:

J109.5 Drainage Devices.

J109.5.1 Minimum gradients. Except on slopes, drainage devices shall be constructed with minimum gradients as follows: Poured in place cement concrete construction – 0.5%; Shotcrete concrete construction – 0.5%; Asphaltic concrete pavement – 1.0%; Soils swales – 0.5%; Pipes – 0.4%.

J109.5.2 Slopes. Drainage devices constructed on slopes shall have a minimum gradient of five percent (5.0%). Such drainage devices shall be constructed of shotcrete or poured in place concrete with suitable reinforcement. Closed piping, unpaved swales and Asphaltic concrete drainage structures shall not be used for slope drainage.

J109.5.3 Erosion prevention. Drainage devices shall be constructed to convey drainage to an established private or public watercourse, channel, storm drain or public street, and shall be designed to prevent erosion.

J109.5.4 Device design. Drainage devices conveying water to the public streets shall drain over driveway approaches, through curb drains, through sidewalk culverts, or through non-concentrated sheet flow over the curb as designated by the City Engineer.

**CHAPTER 15.12
ELECTRICAL CODE**

15.12.010 Adoption of the Electrical Code

Except as provided in this chapter, the 2019 California Electrical Code, including Appendix Chapters A, B, C, D, E, F, and G, as adopted by the State of California, based on the 2018 National Electrical Code as published by the National Fire Protection Association (NFPA), shall become the Electrical Code of the City of Coachella, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the City. The California Electrical Code is on file for public examination in the office of the Building Official.

15.12.020 Amendments to the California Electrical Code

The 2019 Edition of the California Electrical Code is hereby adopted with no amendments.

**CHAPTER 15.16
MECHANICAL CODE**

15.16.010 Adoption of the Mechanical Code

Except as provided in this chapter, the 2019 California Mechanical Code, including Appendix Chapters Appendices A, B, C, and D as adopted by the State of California, based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Mechanical Code of the City of

Coachella, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances. The California Mechanical Code is on file for public examination in the office of the Building Official.

15.16.020 Amendments to the California Mechanical Code

The 2019 Edition of the California Mechanical Code is hereby adopted with no amendments.

**CHAPTER 15.20
PLUMBING CODE**

15.20.010 Adoption of the Plumbing Code

Except as provided in this chapter, the 2019 California Plumbing Code, including Appendix Chapters A, B, D, G, H, I and K as adopted by the State of California, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (IAPMO), shall be and become the Plumbing Code of the City of Coachella, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City. The California Plumbing Code will be on file for public examination in the office of the Building Official.

15.20.020 Amendments to Chapter 1, Division II of the California Plumbing Code.

The 2019 Edition of the California Plumbing Code is hereby adopted with the following amendment to section 104.1

A. “104.1 Permits Required.” is amended to read as follows:

It shall be unlawful for a person, firm, or corporation to make an installation, alteration, repair, replacement, or remodel a plumbing system regulated by this code except as permitted in Section 104.2, or to cause the same to be done without first obtaining a separate plumbing permit for each separate building or structure. The City of Coachella requires a plumbing permit to abandon an existing private disposal system, and connect to a public sewer system for the following projects:

- 1. Additions to existing buildings or structures that result in the need for enlarged capacity of septic tank pursuant to Table H 201.1(1), whenever there is an existing public sewer main line or lateral line within 30 feet of the property boundaries.
- 2. Remodels to existing buildings or structures that increase the number of plumbing fixtures to a structure served by an existing septic tank that is out of compliance with Table H 201.1 (1), whenever there is an existing public sewer main line or lateral line within 30 feet of the property boundaries.

**CHAPTER 15.24
FIRE CODE**

Sections:

- 15.24.010 Adoption of the Fire Code**
- 15.24.015 Fire Authority Adoption of the Fire Code**
- 15.24.020 Express Findings**
- 15.24.030 Amendments to the Fire Code**

15.24.010 Adoption of the Fire Code

Except as stated in this Section or as amended below in Section 5 of this Ordinance, all of the provisions and appendices of the 2019 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter’s matrix, are hereby adopted and shall apply to the City of Coachella. In addition, the following provisions that are excluded in the 2019 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted.

15.24.015 Fire Authority Adoption of the Fire Code

Except as stated in this Section or as amended below in Section 5 of this Ordinance, all of the provisions and appendices of the 2019 California Fire Code, inclusive of all of the inclusions and exclusions set for in each chapter’s matrix, are hereby adopted and shall apply to the City of Coachella Fire Authority. In addition, the following provisions that are excluded in the 2019 California Fire Code are hereby adopted - Chapter 1, Division II of the California Fire Code is hereby adopted, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted.

15.24.020 Express Findings

The City of Coachella finds the following:

The Fire Department hereby finds that the proposed amendments to the Fire Code are reasonable and necessary because of local climactic, geologic and topographical conditions within the City of Coachella. This finding is supported and based upon the following express findings which address each of these conditions and present the local situation which make the proposed amendments necessary.

I. Climatic Conditions:

A. The City of Coachella located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a

desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples are: Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

B. Although Riverside County and the City of Coachella occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in tum, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

A. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain

design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5 minute goal.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore the City Council finds that the following table sets forth the 2016~~2019~~ California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2019 CODE SECTION	TITLE/SUBJECT	FINDINGS I, II, III
101.4	Severability	Administrative
102.5	Application of the residential code	I, II & III
103.4 and 103.4.1	Liability	Administrative
104.1.1	Authority of the Fire Chief and Fire Department	Administrative
104.12	Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2	Fees	Administrative
106.6	Cost Recovery	Administrative
109.1	Board of Appeals established	Administrative
110.4	Violation and Penalties	Administrative
202	Fire Chief	Administrative
308.1.6.3	Sky Lanterns	I, II & III
503.2.1	Dimensions	Administrative
503.2.2	Authority	Administrative
503.6.1	Automatic opener	Administrative
503.7	Loading areas and passenger drop-offs	Administrative
507.5.7	Fire hydrant size and outlets	I & III
507.5.8	Fire hydrant street marker	I, II & III
508.1, 508.1.1, 508.1.3, 508.1.6, 508.1.8	Fire command center	I, II & III
509.2.1	Minimum clearances	I & III

605.10.1.2	Manual operation	II & III
903.2	Where required (automatic sprinkler systems)	I, II & III
903.3.5.3	Hydraulically calculated systems	I & II
3204.2.1	Minimum requirements for client leased or occupant	Administrative
4904.3	High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2	Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1	Fire hydrant location	I, II & III

15.24.030 Amendments to the Fire Code

A. DEFINITIONS. Section 202, definition of “Fire Chief” in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief’s designee.

B. SCOPE AND GENERAL REQUIREMENTS

1. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

C. APPLICABILITY

1. Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
2. Administrative, operational and maintenance provisions of this code shall apply.

3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

D. DEPARTMENT OF FIRE PREVENTION

1. Sections 103.4 and 103.4.1 of the California Fire Code are deleted in their entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Coachella or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

E. GENERAL AUTHORITY AND RESPONSIBILITIES.

1. A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.
2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Coachella pertaining to the following:
 - 2.1. The prevention of fires.
 - 2.2. The suppression or extinguishment of dangerous or hazardous fires.
 - 2.3. The storage, use and handling of hazardous materials.
 - 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
 - 2.5. The maintenance and regulation of fire escapes.
 - 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
 - 2.7. The maintenance of means of egress.
 - 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.
3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- 3.3. The Riverside County Sheriff and any deputy sheriff.
- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the City of Coachella Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.

2. Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief’s original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, “hazardous fire area” shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

F. FEES

1. Section 106.2 of the California Fire Code is deleted in its entirety and replaced with the following:

106.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Coachella fee schedule.

2. A new Section 106.6 is added to Section ~~106~~106 of the California Fire Code to read as follows:

106.6 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing

such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

G. BOARD OF APPEALS

1. Section 109.1 of the California Fire Code is deleted in its entirety and replaced with the following:

109.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

H. VIOLATIONS.

1. Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

110.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance. Punishments and penalties for violations shall be in accordance with the City of Coachella ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.

I. OPEN FLAMES.

1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

J. FIRE APPARATUS ACCESS ROADS.

1. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

2. Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

3. A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

4. A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

K. FIRE PROTECTION WATER SUPPLIES

1. A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

- 1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
- 2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
- 3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

2. A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

L. FIRE COMMAND CENTER

1. Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

2. Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

3. Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m²) with a minimum dimension of 8 feet (2438 mm).

4. Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

5. A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating “Fire Dept. Command Center,” located on the door to the fire command center.

M. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND LOCATION

1. Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire

protection system component that may require immediate access, except as otherwise required or approved.

N. MECHANICAL REFRIGERATION.

1. Section 605.10.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

605.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

O. AUTOMATIC SPRINKLER SYSTEMS.

1. Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

- 1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
- 2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
- 3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
- 4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured

homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3

2. A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

P. DESIGNATION OF HIGH-PILED STORAGE AREAS.

1. A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include references to the design document(s). If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Q. FIRE HAZARD SEVERITY ZONES.

1. A new Section 4904.3 is added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted by Riverside County designating high fire hazard areas.

R. APPENDIX B.

1. Table B105.2 of the California Fire Code is amended as follows:

TABLE B105.2 - REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.
 a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
 b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

S. APPENDIX C.

1. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

**CHAPTER 15.28.020
UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS**

Sections:

- 15.28.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings.**
- 15.28.020 Amendments to Uniform Code for the Abatement of Dangerous Buildings.**

15.28.010 Adoption of the Uniform Code for the Abatement of Dangerous Buildings.

A. That certain document, three copies of which are now on file in the office of the city clerk, being marked and designated as the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, with all state and city amendments thereto, is adopted as the code for the abatement of dangerous buildings of the city.

B. Each and all of the regulations, provisions, penalties, conditions and terms of such Uniform Code for the Abatement of Dangerous Buildings, as amended by this chapter and on file in the office of the city clerk, are referred to, adopted, and made a part hereof as if fully set out in this chapter, together with any and all amendments thereto, which have or may be adopted by the state of California except as listed below.

15.28.020 Amendments to the Uniform Code for the Abatement of Dangerous Buildings.

A. Sections 205, 501, 502 and 503 of the Uniform Code for the Abatement of Dangerous Buildings are repealed.

B. Section 601.1 of the Uniform Code for the Abatement of Dangerous Buildings is amended to read as follows:

Hearings. The board of appeals shall proceed pursuant to Article VIII of Chapter 2; and said provisions shall prevail over all other conflicting provisions hereof. However, the board of appeals may appoint one (1) or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of the hearings until it is submitted to the board of appeals for decision.

**CHAPTER 15.32
EXISTING BUILDING CODE**

Sections:

- 15.32.010 Adoption of the Existing Building Code.**
- 15.32.020 Amendments to the Existing Building Code.**

15.32.010 Adoption of the Existing Building Code.

Except as provided in this chapter, the 2019 California Existing Building Code including Appendices A-1 based on the 2015 International Existing Building Code, as adopted by the State of California, as published by the International Code Council (ICC), shall become the Existing Building Code of the City of Coachella for the purpose of regulating the repair, alteration, change of occupancy, addition to and relocation of the Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings, in existing buildings in the City. The California Existing Building Code will be on file for public examination in the office of the Building Official.

15.32.020 Amendments to the Existing Building Code.

A. Section 202, Definitions, is hereby amended by adding thereto the following definition to read as follows:

Substantial Structural Damage. A condition where:

1. In any story, the vertical elements of the lateral-force-resisting system, have suffered damage such that the lateral load-carrying capacity of the structure in any direction has been reduced by more than 20 percent from its pre-damaged condition, or

2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure’s floor(s) and roof(s) has been reduced more than 20 percent from its pre-damaged condition, and the remaining capacity of such affected elements with respect to all dead and live loads is less than 75 percent of that required by the building code for new buildings of similar structure, purpose, and location.

B. Section 404 is amended by adding thereto Section 404.6 to read as follows:

404 Repairs. Repairs of structural elements shall comply with this section.

404.6.1 Seismic evaluation and design. Seismic evaluation and design of an existing building and its components shall be based on the following criteria.

3403.6.1.1 Evaluation and design procedures. The seismic evaluation and design shall be based on the procedures specified in the building code, ASCE 31 *Seismic Evaluation of Existing Buildings* (for evaluation only) or ASCE 41 *Seismic Rehabilitation of Existing Buildings*.

C. **Appendix Chapter A1** (*Seismic Strengthening Provisions for Unreinforced Masonry Bearing Wall Buildings*) only, of the 2019 California Existing Building Code by ICC is hereby adopted with no amendments.

SECTION 5. A new Chapter 15.53 is hereby added to the Coachella Municipal Code to read as follows:

**CHAPTER 15.53
PROTECTION OF PREFORMED CONCRETE BLOCK**

Sections:

- 15.53.010 Purpose.**
- 15.53.020 Applicability.**
- 15.53.030 Findings.**
- 15.53.040 Financial considerations.**
- 15.53.050 Requirement.**
- 15.53.060 Standards for membrane material.**
- 15.53.070 Financial considerations.**
- 15.53.080 Requirement.**

15.53.090 Applicability.

15.53.010 Purpose.

This chapter is adopted for the general welfare and safety of the property owners of the city in order to prevent the depreciation of property values and the elimination of economic loss to property owners of the city and to address the deteriorating block walls which have become a nuisance within the City. The high sulfate and selenium content of soil materials within the incorporated limits of the city requires that regulations and restrictions, in accordance with this chapter, be created and adopted pertaining to the placement and protection of all concrete block placed within the city which will or may come into contact with alkaline soils containing sulfates and selenium.

15.52.020 - Applicability.

The regulations and restrictions of this ordinance are placed upon all concrete block walls installed within the city in which the block units come into contact with alkaline soils containing sulfates and selenium.

15.53.030 – Findings.

High sulfate and selenium content contained within soil within the Coachella City limits has eroded the low plasticity cement contained within concrete block units (CMU) and decomposed this block down to its aggregate content (rubble). This process has left the concrete block unable to maintain compressive strength and has reduced it to a pile of sand. These elements were deposited into the Coachella Valley soil during the cretaceous era by biological sedimentation and naturally break down the soil and clays here into sand and small sized gravel.

15.53.040 – Financial considerations.

The below requirement places a minimal financial burden on homeowners and contractors proposing the construction of block walls within the city jurisdiction and represents approximately \$1-2 of added cost per linear foot of CMU construction. This financial consideration must be taken into account in the approval of this ordinance.

15.52.050 – Requirement

All concrete block used within the City of Coachella, to construct retaining, freestanding separation, block fence and structural walls within the city jurisdiction shall be protected from sulfate and selenium erosion by use of rubberized, polymer or asphalt membrane which render the block contents impervious to water and deleterious soil elements. All walls will have added membrane protection from the top of the footing up to a level of 8” above finished soil grade without interruption, including motor and head joints. Membrane shall consist of the liquid applied, surface bonding type, no preformed membrane papers will be allowed.

15.52.060 - Standards for membrane material.

Membrane material installed on walls within the city jurisdiction shall comply with California building code requirements contained in CBC 1805.3 and shall be of a type suitable for use with the type of preformed blocks applied to.

SECTION 6. Sub-sections 15.66.040 and 15.66.060 of the Coachella Municipal Code are hereby amended to read as follows (deleted text in ~~strike through~~, added text in underline):

15.66.040 - Exempted unreinforced masonry buildings.

The following buildings are exempted from complying with this chapter:

A. Unoccupied accessory buildings on residential lots;

.....

C. Buildings which have been structurally upgraded in substantial conformity to the structural standards for unreinforced masonry buildings of Appendix Chapter 1 of the Uniform Code for Building Conservation ("UCBC"), or to the force levels of the 1973 or later, edition of the ~~UBC~~ California Building Code, or to another standard approved by the building official.

.....

15.66.060 - Removal from list of potentially hazardous buildings.

A building may be removed from the city's list of potentially hazardous buildings by demonstrating to the satisfaction of the building official that either:

.....

B. All of the following conditions are met:

.....

3. That any additional mitigation work recommended in the seismic safety report has been performed and the building has been structurally upgraded to be in substantial conformity with the structural standards for unreinforced masonry buildings of ~~Appendix Chapter 1 of the Uniform Code for Building Conservation ("UCBC"), or to the force levels of the 1973, or later, edition of the UBC~~ the California Building Code, or to another standard approved by the building official.

SECTION 7 Effective Date. This ordinance shall take effect thirty (30) days after its adoption.

SECTION 8 Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional.

SECTION 9 Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 10 CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 9. FILING. The Building Official shall transmit a copy of this Ordinance to the California Building Standards Commission, pursuant to Health and Safety Code Section 17958.7.

SECTION 10. CONFLICTING ORDINANCES REPEALED. All former ordinances or parts conflicting or inconsistent with the provisions of this Ordinance or of the codes adopted by this Ordinance and any other ordinance in conflict herewith are hereby repealed.

PASSED, APPROVED and ADOPTED this 22nd day of January 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda

City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Ordinance No. 1147 was duly and regularly introduced at a meeting of the City Council on the 11th day of December, 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 22nd day of January 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Castulo Estrada, Utilities Manager

SUBJECT: Resolution No. WA-2020-01 Authorizing And Directing That Application Be Made To Obtain A Grant Under The Sustainable Groundwater Management Grant Program’s Planning Grant – Round 3 And To Enter Into An Agreement With The California Department Of Water Resources To Receive A Grant For The Prop 68 Round 3 Planning Grant

STAFF RECOMMENDATION:

Adopt Resolution No. WA-2020-01, Authorizing and Directing that Application be made to obtain a Grant Under the Sustainable Groundwater Management Grant Program’s Planning Grant – Round 3 and to enter into an Agreement with the California Department of Water Resources to Receive a Grant for the Prop 68 Round 3 Planning Grant.

BACKGROUND:

Attached for consideration is Resolution No.WA-2020-01. It provides authorization for the Coachella Valley Water District to prepare and execute an application for a Department of Water Resources Sustainable Groundwater Management Planning Grant for the Indio Subbasin. The adoption of this Resolution is one of many requirements the Agency is obligated to fulfill in the process for obtaining grant monies from DWR. The resolution will be filed along with the application for grant funds totaling \$1,999,998 for the Indio Subbasin, with the requested grant funds to be used to update the Approved Alternative (to Groundwater Sustainability Plan) Plans, in compliance with the Sustainable Groundwater Management Act and additionally to construct monitoring wells to fill data gaps for said plan. In order to meet the requirements as outlined by DWR through its Sustainable Groundwater Management Act Grant Program, it is requested that Resolution No.WA-2020-01 be adopted Authorizing the Coachella Valley Water District to apply for grant funds for the Alternative Plan Updates on behalf of the Coachella Water Authority.

FISCAL IMPACT:

None

Budget Templates

Table 5B – Grant Proposal Summary Budget (Multiple Components)

Grant Proposal Title: Indio Subbasin Modeling, Data Collection, and Alternative Plan Update

Applicant: Coachella Valley Water District GSA

Grant Proposal serves a need of a DA?: Yes No

Local Cost Share requested: 25% 15% 10% 0%

Budget Categories	(a)	(b)	(c)	(d)
	Requested Grant Amount	Local Cost Share: Non-State Fund Source ¹	Total Cost	% Local Cost Share (Col (b)/ Col (c))
Component 1: Grant Agreement Administration	\$50,000	\$0	\$50,000	0%
Component 2: Groundwater Model Update and Recalibration	\$426,190	\$0	\$426,190	0%
Component 3: Update of the Alternative Plan to Include All SGMA Requirements	\$500,000	\$553,998	\$1,053,998	53%
Component 4: Installation of New Monitoring Wells to Fill Existing Data Gaps	\$1,023,808	\$0	\$1,023,808	0%
Grand Total <i>Sum rows (1) through (n) for each column</i>	\$1,999,998	\$553,998	\$2,553,996	22%

¹ Sources of funding: A 100% cost share waiver has been requested.

RESOLUTION NO. WA-2020-01

AUTHORIZING AND DIRECTING THAT APPLICATION BE MADE TO OBTAIN A GRANT UNDER THE SUSTAINABLE GROUNDWATER MANAGEMENT GRANT PROGRAM’S PLANNING GRANT – ROUND 3 AND TO ENTER INTO AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES TO RECEIVE A GRANT FOR THE PROP 68 ROUND 3 PLANNING GRANT

WHEREAS, in 2014, the California Legislature passed and the Governor signed Senate Bills 1168 and 1319 and Assembly Bill 1739, known collectively as the Sustainable Groundwater Management Act of 2014 (SGMA); and,

WHEREAS, SGMA requires all high- and medium-priority groundwater Basins, as designated by the California Department of Water Resources (DWR) in Bulletin 118, to be managed under a Groundwater Sustainability Plan (GSP); and,

WHEREAS, SGMA requires a Groundwater Sustainability Plan (GSP) be developed and implemented for each medium- or high-priority basin by a Groundwater Sustainability Agency (GSA) or combination of GSA’s; and,

WHEREAS, the Indio Subbasin, DWR Basin No. 7-21.01 has been designated by DWR as a medium-priority basin; and,

WHEREAS, the Coachella Water Authority has formed the Coachella Water Authority Groundwater Sustainability Agency (CWA GSA) in accordance with SGMA; and,

WHEREAS the combined boundaries of the Coachella Valley Water District GSA, Desert Water Agency GSA, Indio Water Authority GSA, and Coachella Water Authority GSA cover the entire Indio Subbasin; and,

WHEREAS, the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access For All Act of 2019 (Proposition 68) was passed by the voters of California on June 5, 2018 to provide grants for the development and implementation of groundwater plans and projects; and,

WHEREAS, the CWA GSA is eligible to apply for funding under Proposition 68.

NOW, THEREFORE, BE IT RESOLVED by the Coachella Water Authority Groundwater Sustainability Agency, as follows:

1. That application be made by the Coachella Valley Water District GSA, on behalf of the Coachella Water Authority GSA, to the California Department of Water Resources to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Planning – Round 3 Grant pursuant to the 2018 California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act (Proposition 68) (Pub. Resources Code, § 80000 et seq.), and if such grant funding is awarded, to enter into an agreement on behalf of the Indio Subbasin GSAs to receive said grant funds to be used in the manner described in the grant application titled, "**Prop 68 Round 3 Planning Grant**".

2. The Coachella Valley Water District GSA is hereby authorized and directed to compile the necessary data and investigations, file such application, and if grant funds are awarded to execute the

grant agreement and all documents related to the grant agreement with California Department of Water Resources.

PASSED, APPROVED and ADOPTED this 22nd day of January, 2020.

Steven A. Hernandez
President

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. WA-2020-01 was duly adopted by the Board of Directors of the Coachella Water Authority at a regular meeting thereof, held on the 22nd day of January, 2020, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza
Deputy City Clerk

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, IN SUPPORT OF A COMPREHENSIVE ANALYSIS OF OCEAN WATER IMPORT FOR THE RESTORATION OF THE SALTON SEA

THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

WHEREAS, the State of California ("State") has developed the Salton Sea Management Program through departments within the California Natural Resources and Environmental Protection Agencies and is obligated to pay for certain costs related to habitat, air and water quality issues at the Salton Sea; and

WHEREAS, the California State Water Resources Control Board ("Board") has an oversight role in monitoring and ensuring progress towards the goals of the Salton Sea Management Program and has set a deadline of December 31, 2022 for the completion of a long-term plan regarding the Salton Sea.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COACHELLA DOES HEREBY FIND, RESOLVE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The City is supportive of a comprehensive analysis of ocean water import as a long-term solution for the restoration of the Salton Sea and respectfully requests that analysis of ocean water import be incorporated into the Salton Sea Management Program.

Section 3. The City requests that the agencies and stakeholders begin the analysis of ocean water import as soon as possible so it can be completed by the deadline of December 31, 2022 as set forth by the Board for a long-term plan regarding the Salton Sea.

Section 4. This Resolution shall become effective immediately upon its adoption.

Section 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 22nd day of January 2020.

Steven A. Hernandez
Mayor

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. 2020-05 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 22nd day of January 2020, by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

City of Coachella Building Activity Report
OCTOBER 2019

Item 15.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	3	11	0	30	7
Misc. Building Permits	54	42	6	275	167
Residential Additions	2	3	2	19	12
Single Family Dwelling	32	0	0	68	1
Commercial Bldgs.	0	0	0	4	14
Commercial Ten. Impr	1	5	2	13	15
Multi- Family Units	0	0	0	0	0
Plan Check	26	35	16	234	204
TOTALS	118	96	26	643	420
Revenue Fees					
Building Fees	\$88,453.00	\$14,741.50	\$9,474.00	\$269,921.51	\$100,874.41
Dev. Impact Fees	\$516,957.73	\$0.00	\$0.00	\$3,006,286.90	\$965,469.92
Sewer & Water Fees	\$178,158.06	\$80,897.30	\$3,677.00	\$827,473.07	\$1,081,845.15
Misc. (TUMF, MSF, FIF)	\$73,920.00	\$8,015.47	\$0.00	\$189,197.83	\$278,828.80
Plan Check	\$4,615.00	\$9,146.00	\$133.00	\$59,595.00	\$106,601.30
Cert of Occupancy	\$8,192.00	\$256.00	\$0.00	\$18,688.00	\$2,304.00
SB1473	\$371.00	\$72.00	\$34.00	\$928.00	\$1,496.50
TOTALS	\$870,666.79	\$113,128.27	\$13,318.00	\$4,372,090.31	\$2,537,420.08
1% Construction Tax	\$79,503.83	\$1,664.96	\$804.96	\$174,613.39	\$248,795.54
Strong Motion Instr.	\$1,066.64	\$57.02	\$50.37	\$2,909.85	\$6,912.28
TOTALS	\$80,570.47	\$1,721.98	\$855.33	\$177,523.24	\$255,707.82
Valuations	\$8,749,086.20	\$251,058.00	\$238,600.00	\$19,721,249.35	\$44,164,100.19
Inspections					
General	140	143	153	1250	1394
Final Single Family	5	5	0	18	35
Final Multi Family	0	0	0	0	50
Final Commercial	1	1	2	6	2
Final Miscellaneous	52	26	33	228	316
Final Solar	18	5	1	39	9
Code Enforcement Ins	5	3	4	29	39
TOTALS	221	183	193	1570	1845

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8881

Submitted by:

Yesenia Becerril
Development Services Technician

City of Coachella Building Activity Report
NOVEMBER 2019

Item 15.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	18	3	1	48	8
Misc. Building Permit:	24	54	26	299	187
Residential Additions	4	2	4	23	14
Single Family Dwelling	8	32	0	76	1
Commercial Bldgs.	1	0	0	5	14
Commercial Ten. Impi	3	1	1	16	14
Multi- Family Units	0	0	0	0	0
Plan Check	0	26	23	234	211
TOTALS	58	118	55	701	449
Revenue Fees					
Building Fees	\$43,201.31	\$88,453.00	\$9,826.00	\$313,122.82	\$110,700.41
Dev. Impact Fees	\$144,572.27	\$516,957.73	\$0.00	\$3,150,859.17	\$965,469.92
Sewer & Water Fees	\$72,658.70	\$178,158.06	\$1,103.31	\$900,131.77	\$1,082,948.46
Misc. (TUMF, MSF, FIF	\$28,670.95	\$73,920.00	\$932.00	\$217,868.78	\$279,760.80
Plan Check	\$19,509.00	\$4,615.00	\$6,282.50	\$79,104.00	\$112,883.80
Cert of Occupancy	\$2,304.00	\$8,192.00	\$0.00	\$20,992.00	\$2,304.00
SB1473	\$168.00	\$371.00	\$39.00	\$1,299.00	\$1,535.50
TOTALS	\$311,084.23	\$870,666.79	\$18,182.81	\$4,683,377.54	\$2,555,602.89
1% Construction Tax	\$22,171.83	\$79,503.83	\$2,829.26	\$196,785.22	\$248,795.54
Strong Motion Instr.	\$601.27	\$1,066.64	\$50.04	\$3,511.12	\$6,912.28
TOTALS	\$22,773.10	\$80,570.47	\$2,879.30	\$200,296.34	\$255,707.82
Valuations	\$3,298,927.52	\$8,749,086.20	\$506,975.00	\$47,970,002.71	\$33,312,279.99
Inspections					
General	333	140	121	1583	1848
Final Single Family	5	5	0	23	40
Final Multi Family	0	0	0	0	50
Final Commercial	6	1	0	12	8
Final Miscellaneous	23	52	22	251	361
Final Solar	11	18	0	50	20
Code Enforcement Ins:	16	5	1	45	56
TOTALS	394	221	144	1964	2383

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8886

Submitted by:



Yesenia Becerril
Development Services Technician

City of Coachella Building Activity Report
DECEMBER 2019

Item 15.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	4	18	0	52	8
Misc. Building Permit:	18	24	11	317	198
Residential Additions	0	4	1	23	15
Single Family Dwelling	0	8	0	76	1
Commercial Bldgs.	0	1	0	5	14
Commercial Ten. Impri	0	3	1	16	15
Multi- Family Units	0	0	0	0	0
Plan Check	15	0	9	249	220
TOTALS	37	58	22	738	471
Revenue Fees					
Building Fees	\$5,178.00	\$43,201.31	\$6,932.00	\$318,300.82	\$117,632.41
Dev. Impact Fees	\$0.00	\$144,572.27	\$0.00	\$3,150,859.17	\$965,469.92
Sewer & Water Fees	\$0.00	\$72,658.70	\$1,287.00	\$900,131.77	\$1,084,235.66
Misc. (TUMF, MSF, FIF	\$0.00	\$28,670.95	\$0.00	\$217,868.78	\$279,760.80
Plan Check	\$2,406.00	\$19,509.00	\$2,371.50	\$81,510.00	\$115,255.30
Cert of Occupancy	\$0.00	\$2,304.00	\$0.00	\$20,992.00	\$2,304.00
SB1473	\$24.00	\$168.00	\$15.00	\$1,467.00	\$1,550.50
TOTALS	\$7,608.00	\$311,084.23	\$10,605.50	\$4,691,129.54	\$2,566,208.59
1% Construction Tax	\$0.00	\$22,171.83	\$1,140.00	\$196,785.22	\$252,764.81
Strong Motion Instr.	\$45.73	\$601.27	\$32.81	\$3,556.85	\$6,995.13
TOTALS	\$45.73	\$22,773.10	\$1,172.81	\$200,342.07	\$259,759.94
Valuations	\$537,220.30	\$3,298,927.52	\$167,310.00	\$48,507,223.01	\$44,838,385.19
Inspections					
General	284	333	112	1867	1627
Final Single Family	6	5	0	29	35
Final Multi Family	0	0	0	0	50
Final Commercial	2	6	1	14	3
Final Miscellaneous	6	23	27	257	365
Final Solar	18	11	1	68	9
Code Enforcement Ins:	19	16	2	64	42
TOTALS	335	394	143	2299	2131

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8892

Submitted by:



Yesenia Becerril
Development Services Technician

Business Licensee Report

Name Cesar Lucrecio **Date Submitted** 1.15.2020
Department Business License
Period 10/1/2019 - 12/31/19

Revenue Account	Description of Revenue	2020 Total Budget	2Q 2020 Revenue	Last Quarter Totals	Up-to-date 2020 Revenues	Balance
101-11-110-10-315	Annual Registration Tax	\$ 36,000.00	\$7,040.00	\$1,230.00	\$8,270.00	\$ 27,730.00
101-11-110-10-316	Business Licensee Fee	\$ 550,000.00	\$106,758.43	\$7,128.07	\$113,886.50	\$ 436,113.50
101-11-110-10-319	Penalties Revenue	\$ 5,000.00	\$1,552.00		\$1,552.00	\$ 3,448.00
240-12-110-40-342	Uniform Fire Code Fee	\$ 35,000.00	\$11,786.05	\$1,870.00	\$13,656.05	\$ 21,343.95
101-11-110-10-325	SB-1186- State Tax	\$ 4,000.00	\$1,428.00		\$1,428.00	\$ 2,572.00
101-11-110-10-322	Transient Occupancy Tax	\$ 150,000.00	\$29,479.53	\$24,863.25	\$54,342.78	\$ 95,657.22
	Total Budget	\$780,000.00	\$158,044.01	\$35,091.32	\$193,135.33	\$586,864.67



**CITY OF COACHELLA
53-990 ENTERPRISE WAY
COACHELLA CA 92236**

***CODE ENFORCEMENT, GRAFFITI ABATEMENT AND
ANIMAL CONTROL QUARTERLY REPORTS***

Oct. 1, 2019 to Dec. 30, 2019

**Prepared by:
Rene Rosales**

Code Enforcement Summary Report

Report Criteria:

Status	Assigned To	Census Tract	Violation	Initiation	Open Date Range	Follow up Date Range	Close Date Range
All	All		All	All	From 10/01/2019 To 12/31/2019	From To	From To

CE Totals

	Total	Closed Cases	Open Cases
Totals	54	28	26

CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	0	0	0
10.08.060 - Working on parked vehicles	0	0	0
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	8	5	3
12.12.050 - Duty to maintain sidewalks.	0	0	0
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
12.42.030 - Unlawful camping.	0	0	0
12.42.040 - Storage of personal property on public property.	0	0	0
13.03.044 Wasting water prohibited.	2	1	1
13.03.208 - Access to water meter.	0	0	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	6	3	3
15.44.010 Building Numbering/Required	2	2	0
15.60.010 Building Permit Required	13	4	9
15.60.050 - Substandard buildings and housing.	1	0	1
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	0	0	0
17.16.030(C)(5)-Property development standards. Walls/Fences	2	1	1
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	3	2	1
17.54.010.(N)(3)	0	0	0
17.54.020 - Permitting of certain garage conversions to residential living space ("garage conversions").	4	0	4
17.56.010(J)(2)(B) - Signs	0	0	0
17.58.010 - Home occupations	3	2	1

17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	0	0	0
17.60.010 - Property development standards. (Fence)	0	0	0
17.60.010 Property Development Standards 9D)(3)(a) Yards	0	0	0
17.60.010(3)(e) Development Standards	0	0	0
17.74.010 (D)(3) Conditional Uses	0	0	0
17.84 Medical Cannabis Dispensaries.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	1	0	1
17.84 Medical Cannabis Dispensaries. 17.84.040 - Prohibited activities declared a public nuisance.	0	0	0
17.84 Medical Cannabis Dispensaries. 17.84.050 Penalties for Violations	0	0	0
2.08.060 (A) - Political sign regulations.	0	0	0
2.08.060 (B) - Political sign regulations	0	0	0
2.08.060 (C) - Political sign regulations	0	0	0
2.08.060 (D) - Political sign regulations	0	0	0
2.08.060 (E) - Political sign regulations	0	0	0
3.10.010 (D) (16) Visibility Hazard	1	1	0
3.10.010 (D) (27) Public Burning	0	0	0
3.10.010 (D)(10) Termites, Insects, Vermin or Rodents.	1	0	1
3.10.010 (D)(12) Abandon or Vacated Building/Structure	1	1	0
3.10.010 (D)(13) Offensive Odors	2	1	1
3.10.010 (D)(15) Hazardous Substances and Waste	3	1	2
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	0	0	0
3.10.010 (D)(20) Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010 (D)(23)Public Nuisances/Safety Hazard	8	4	4
3.10.010 (D)(24) Disruptive Activities	0	0	0
3.10.010 (D)(3) Weeds	0	0	0
3.10.010 (D)(31) Animal Manure	2	0	2
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(4) - Trees and Shrubs	2	2	0
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	7	6	1
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disposal	0	0	0
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	1	0	1
3.10.010(D)(16)-Visibility Hazard.	0	0	0

3.10.010(D)(19)-Visual Blight	7	2	5
3.10.010(D)(20)-Swmng Pools, Ponds and Other Bodies of Wtr.	0	0	0
3.10.010(D)(21)-Public Toilets.	0	0	0
3.10.010(D)(22)-Privies.	0	0	0
3.10.010(D)(25)-Land Use Entitlements.	0	0	0
3.10.010(D)(27)-Public Burning.	0	0	0
3.10.010(D)(28)-Air Pollution.	0	0	0
3.10.010(D)(29) Mosquito Breeding Places.	0	0	0
3.10.010(D)(30)Discharge of Sewage	0	0	0
3.10.010(D)(31)-Animal Manure	0	0	0
3.10.010(D)(32)-Hauling of Offensive Substances	0	0	0
3.10.010(D)(33)-Clothes Lines.	0	0	0
3.10.010(D)(34)Stormwater Drainage	0	0	0
3.10.010(D)(35)-Water Disposal.	0	0	0
3.10.010(D)(36)-Signs.	0	0	0
3.10.010(D)(37)-Encroachment.	0	0	0
3.10.010(D)(38)-Municipal Code Violations.	0	0	0
3.10.010(D)(39)-California Civil Code.	0	0	0
3.10.010(D)(40)-California Red Light Abatement Act.	0	0	0
3.10.010(D)(41)-California Drug Abatement Act.	1	0	1
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	2	2	0
3.10.010(D)(6)Parking on Yard Off Driveway	3	1	2
3.10.010(D)(7) Occupied Vehicles	1	1	0
3.16.090 - Failure to comply with notice of violation.	3	0	3
8.20.040(C)Dust Control requirements	0	0	0
8.44.070 Commercial Garbage Collection and Disposal	0	0	0
8.48.030 (B)Graffiti Prohibited	2	1	1
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	0	0	0
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.64.050 - Vacant Property Maintenance Requirements	3	3	0
Abandoned/Inoperable/Dismantled vehicle(s)	1	0	1
Business License Required	0	0	0
Business Subject to Miscellaneous Tax Rates/Transportation, Trucking and Towing	0	0	0
Display of merchandise out of Door	0	0	0

Garbage Containers	1	0	1
Illegal Dumping	1	1	0
Illegal, Nonconform. Building or Structure(s)	11	2	9
Manner of Parking /Parallel Parking	1	1	0
Manner of Parking/Angle Parking	0	0	0
Manner of Parking/Commercial Vehicles Prohibited from Parking on Private Property and Public Rights-of-Ways	1	1	0
NEC 380-9 Electrical, (e) Outlet faceplates/covers in place	0	0	0
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0
Parking on yard/off driveway	2	2	0
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	0	0	0
Permit for Outdoor Advertising Signs	0	0	0
Prkg. Lot Striping/Handicap Markings	0	0	0
Prohibited Stopping, Standing or Parking/On a Crosswalk	0	0	0
Prohibited Stopping, Standing or Parking/Within an Intersection	0	0	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	0	0	0
Public Nuisances / Attractive Nuisances	3	2	1
Public Nuisances / Fire Hazard	6	3	3
Public Nuisances / Landscaping	4	2	2
Public Nuisances / Trees and Shrubs	0	0	0
Service Stations/Intent and Purpose	0	0	0
Service Stations/Landscaping	0	0	0
Service Stations/Parking	0	0	0
Set up Temporary Sales Location	0	0	0
Signs-All signs and sign programs shall be subject to review and approval	0	0	0
Special Event/Sales Permit Required	0	0	0
Special Event/Sales Signs	0	0	0
Stopping, Standing and Parking/Public or Private Driveway	0	0	0
Stopping, Standing or Parking/Sidewalk	3	2	1
Termites, Insects, Vermin or Rodents	0	0	0
Termites, Insects, Vermin or Rodents	0	0	0
Title 19, Subchapter 5-Hood and Duct Systems,(a)Serviced within 6 months	0	0	0
Trimming palm trees--Required	1	0	1
UBC 3304(c)-"This Door To Remain Unlocked During Business Hours"	0	0	0

UBC 3313(b)-(f) Emergency lighting operable	0	0	0
UBC 3314(c)-(b) Illuminated EXIT sign operable	0	0	0
UBC 3315(b)-(c) 44' clear access aisle width to exits	0	0	0
UFC 10.206(a)-(b) Obstruction	0	0	0
UFC 10.206(b)-Hydrant,(c) Red curb-15' each side	0	0	0
UFC 10.207(1)-Fire Apparatus Access Roads,(a) Red curb on signs	0	0	0
UFC 10.207-Fire Apparatus Access Roads.(b) Obstruction	0	0	0
UFC 10.208(a)-Premises Identification,	0	0	0
UFC 10.301(a)-Fire Extinguishers,(a) Minimum 2A10BC	0	0	0
UFC 10.301(a)-Fire Extinguishers,(e) Commercial kitchen 40BC.	0	0	0
UFC 10.302(a)-Fire Extinguishers,(b) Servicing due	0	0	0
UFC 10.313(b)-Hood and Duct Systems,(b) Proper nozzle position, caps, coverage	0	0	0
UFC 10.313(c)-Hood and Duct Systems,(c) Automatic gas/electric shut off	0	0	0
UFC 10.313(e)	0	0	0
UFC 10.313(e)-Hood and Duct Systems,(d) Fuseable links, cables, conduits	0	0	0
UFC 10.401	0	0	0
UFC 10.401-Walls and Ceilings,(a) Holes sealed	0	0	0
UFC 10.402(a)-Exits,(e) Maintain fire rated doors, windows, dampers, and hardware	0	0	0
UFC 11.201(b)-General Housekeeping,(a) Rubbish/trash buildup	1	1	0
UFC 11.203(b)-General Housekeeping,(d) Storage not within 24" of ceiling	0	0	0
UFC 11.203(c)-General Housekeeping,(g) Storage in boiler, mech., elect. panel rooms prohibited	0	0	0
UFC 11.205(a)-General Housekeeping,(h) Candles used in approved manner	0	0	0
UFC 12.103(a)-Exits,(d) Exit obstruction	0	0	0
UFC 12.106(c)-General Housekeeping,(e) Storage under stairs prohibited	0	0	0
UFC 12.203(a)-Occupant Limit/Sign,(a) Occupant load sign(s) posted	0	0	0
UFC 12.207-General Housekeeping,Storage in attic space prohibited	0	0	0
UFC 13.103-Occupant Limit/Sign,(b) Required NO SMOKING signs	0	0	0
UFC 74.107(a)	0	0	0
UFC 79-201(e)-Flammable Liquids -(a) Approved safety cans under 10 gal.	0	0	0
UFC 79.107-Flammable Liquids,(c) Legible labeling	0	0	0
UFC 79.201(e)-Flammable Liquids,(b) Approved cabinet exceeding 10 gal.	0	0	0
UFC 85.104 (c)-Electrical,(c) Abatement of electrical hazards	3	1	2
UFC 85.104 (f)-Electrical,(f) Cover open space in circuit breaker panel	1	0	1
UFC 85.106-Electrical,(d) Exten. cords not allowed as permanent wiring	1	0	1

UFC 85.107-Electrical,(a) Zip cords/cube adapters not allowed	0	0	0
UFC 85.108-Electrical,(b) Min. 30" clear access to circuit breaker	0	0	0
UFC Stand. No. 10-1-6.9-Fire Extinguishers,(c) Mounted 3-5 feet from floor	0	0	0
UFC Standard No. 10-1-6.5-Fire Extinguishers,(d) Obstruction	0	0	0
UMC 504(a)-General Housekeeping,(c) 36" clearance around water heater	0	0	0
Weed Abatement	5	4	1
Totals	141	68	73

Abandoned Vehicles AVA Summary Report
Report Criteria:

Open Date Range *Close Date Range*

From 10/01/2019 To 12/31/2019 From To

AVA Totals

	<i>Cases Closed</i>	<i>Vehicles Abated</i>	<i>Abatement Costs</i>
Totals	37	37	\$0.00

Vehicles Abated

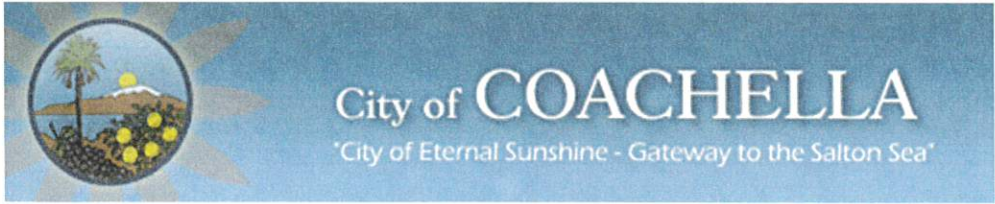
<i>Disposition</i>	<i>Vehicles</i>
Agency Abated	11
Other	0
Unfounded	0
Voluntary Compliance	26
Totals	37

Vendor Costs

<i>Cost</i>	<i>Amount</i>
Towing	\$0.00
Storage	\$0.00
Other cost	\$0.00
Totals	\$0.00

Employee Costs

<i>Employee</i>	<i>Cost</i>
Totals	\$0.00

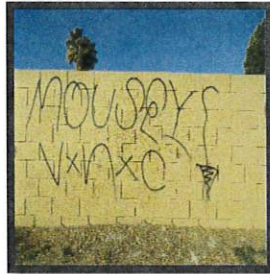


Code Enforcement:

Graffiti Department Quarterly Report

Oct. 1, 2019 to Dec. 31, 2019

	Totals
Gallons Used	255Gal.
5 Gallon buckets Purchased	15
Cover up/ stops	435
Pressure Washing Sq. ft.	850 sq ft
These Graffiti artists started in February and are continuing to vandalize City & private property.	<p>“SAER” “SAVOR” “KSM”</p>



City of Coachella

Development Status Report

December, 2019



Prepared By:
 Development Services Department
 Luis Lopez, Development Services
 Juan Carrillo, Associate Planner

Director

Rosa Montoya, Planning Technician
Yesenia Becerril, Planning Commission Secretary

Coachella Permit Center
 53-990 Enterprise Way
 Coachella, CA 92236
 (760) 398-3102 Fax (760) 398-5421
 www.coachella.org

<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
AR EA	14-02 14-03	<u>Double Date Packing Facility</u> Construct new 35,500 sq. ft.	86301 Industrial Way APN 763-	Steven Gilfenbain 9777 Wilshire Blvd., #900	PC approved 12/17/14 1 st Phase Complete

City of Coachella Development Status Report

December, 2019

Item 15.

<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
		date packing facility		Beverly Hills, CA. 90212 (310) 651-2591	
AR	16-04	<u>Truck Storage</u> To develop a vehicle storage yard in the M-S Zone on 3.10 acres.	49-640 Oates Lane	Julia Molinar P.O. Box 3091 Indio, CA. 92201 (760) 578-2108	PC Approved 4/20/16 1 st Phase Complete (Off-site improvements pending)
AR TPM CZ EA CUP DA	16-19 37209 16-03 16-06 290	<u>Date Palm Business Park</u> To subdivide 80 acres into a multi-tenant industrial park.	East of Harrison Street, North and South of Avenue 49	Wesley Ahlgren Sundate/Anthony Vineyards P O Box 9578 Bakersfield CA 93389-9578 (760)406-4060	PC Approved 10/18/17 CC Approved 12/13/17 PC Approved (DA) 12/20/18 CC Approved (DA) 1/17/18
AR DA	17-07	<u>Glenroy Resort - Project A</u> To construct a 76-unit Bungalow-Style Hotel with 160,656 sq. ft. on 24.43 acres in the CG zone.	SE Corner of Avenue 48 and Van Buren Street	Glenroy Coachella, LLC 1801 S. La Cienega Blvd. Los Angeles CA 90035 (310) 207-6990	PC Approved 6/7/17 CC Approved (DA) 10/11/17 Under Construction
AR CZ VAR	17-12 17-02 17-06	<u>Coachella Village</u> To construct a new 242-unit multifamily residential project on 9.69 acres	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake BI Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18 In Plan Check
AR	18-05	<u>Coachella Village - Phase #2</u> To construct a new 110-unit multifamily residential gated community on 4.51 acres of vacant land.	South side of Ave 48, west of Van Buren St	David Schuman Coachella Village Partners, LLC 1014 S. Westlake BI Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18 In Plan Check
AR	18-06	<u>“Prado” by D.R. Horton</u> Construct 60 new single family homes inside the Prado Gated Community	South Side of Ave. 50 at Via Prado	D.R. Horton 2280 Wardlow Cir #100 Corona CA 92880 (951)739-5469	PC Approved 11/28/19 CC (Appeal) Approved 1/23/19 Under Construction

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<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
AR	18-10 (Admin)	<u>Golden State Energy Services</u> Construct new electrical substation	NE Corner Polk St. and Industrial Way	Golden State Energy Services 3421 Gato Ct. Riverside CA 92507 (951) 906-9865	In Plan Check
AR	18-11	<u>Pueblo Viejo Plaza</u> Construct new 6,900 sq. ft. commercial center with two restaurants and retail suite.	Northwest corner of 9 th St. and Grapefruit Blvd.	Pedro Padilla 49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	PC Approved 4/17/19
AR	19-01	<u>Oraway Engineering</u> To construct a new 825 sq. ft. office and contractor yard on 2.89 acres.	54-101 Enterprise Way	Armando Bravo 83-850 Corte Solis Coachella, CA. 92236 (760) 791-4383	PC Approved 4/17/19 Under Construction
AR	19-02	<u>Guardado Commercial Center</u> To construct a new 22,300 sq. ft. multi-tenant retail/office complex on 1 acre	Southeast Corner of Valley Rd. and Cesar Chavez Street	Jual Carlos Guardado 82204 Hwy 111 Ste A Indio, CA. 92201 (760) 578-3669	PC Approved 8/7/19
AR	19-03 (Admin)	<u>Vista Escondida – Phase 3</u> Review of 3 production home models ranging in size from 1,378 sq. ft. to 1,874 sq. ft.	North side of Avenue 54 east of Cesar Chavez Street (Tract 32264)	Mario Alberto Ornelas 2280 Wardlow Circle Ste 100 Corona CA 92880	Approved 8/27/19 Under Construction
AR	19-04 (Admin)	<u>Club Leon</u> New trellis patio, pavilion w/ bbq island, restrooms and 2-car garage for existing residential estate.	85601 Ave. 50	Eutemio Guerrero 50-782 Avenida Adobe Coachella CA 92236	Director Decision Pending
AR	19-06	<u>Villa Verde Apartments</u>	84-824 Calle Verde	Villa Verde I., LP	Incomplete

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CZ	19-01	To construct 152 multifamily apartments on 9.25 acres of vacant land.	(SW Corner of Calle Techa & Calle Verde)	1149 S. Hill St Suite 700 Los Angeles CA 90015 (213) 255-2815	
AR	19-08	<u>Pueblo Viejo Villas</u> To construct of new 3-story mixed use building with 105 dwelling units and 3,000 sq. ft. of commercial and Transit Hub	NE Corner of Cesar Chavez Street, and 6 th St	Dave Davis Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (619)987-7780	PC Approved 1/15/20
AR TPM	19-10 37833	<u>CV Apartments</u> To demolish 50 dwellings and construct 110 new multifamily apartments with community building, in two phases with a lot split subdivision.	84-900 Bagdad Avenue	Vincent Nicholas Community Housing Opportunities 5030 Business Center Drive Suite Fairfield CA 94534 (707)759-6043 ext. 112	Pending
AR	19-11 (Admin)	<u>Valencia by Pulte Homes</u> Review of 3 production home models ranging in size from 1,959 sq. ft. to 2,824 sq. ft.	East side of Van Buren Street south of Avenue 50 (Tract 31698)	Cole Theel Pulte Homes 27-401 Los Altos Mission Viejo CA 92691	Pending
CUP AR	254 (Mod) 12-07	<u>Gateway AM/PM Project</u> Construct carwash, drive-thru restaurant modification	Southwest corner of Ave. 48 and Grapefruit Blvd.	The Chandi Group USA P.O. Box 2817 Indio, CA. 92202 (760) 396-9260	PC approved 10/21/15 Phase 2 Complete
CUP EA DA	265 15-07	<u>Cultivation Technologies</u> To develop a 111,000 sq. ft. multi-tenant medical cannabis	84-811 Avenue 48	Richard O'Connor Cultivation Technologies, Inc.	PC Approved 7/6/16 CC Approved (DA) 7-27-16 PC Approved Mod.-12/19/19

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<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
			cultivation facility.		3 Park Plaza, Suite 490 Irvine, CA. 92614 (888) 851-9802 Project Re-Entitled as: Desert Research Park #4
CUP AR TTM TPM EA	266 16-03 37040 37083 16-01	<u>Coachella Vineyards Luxury RV Park</u> To develop a 185-Lot RV Park and subdivision on 29.41 acres of vacant land	NE Corner of Tyler Street and Vista Del Norte	Patty Nugent Coachella Vineyards Luxury RV Park, LLC 45-920 Meritage Lane Coachella, CA. 92236 (760) 289-5279	PC Approved 7/18/18 CC Approved 9/26/18 Project under New Ownership
CUP CUP AR TTM EA	267 268 16-05 37088 16-02	<u>Ravella - To develop 20 acres Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.</u>	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16 Phase 2 in Plan Check
CUP	268 (Mod.)	<u>Borrego Health</u> To modify the Ravella/Tower Energy Planned Development to allow a new 40,919 sq. ft., 2-story, medical clinic with 294 parking spaces on approx. 4 acres in Tract 37088-1	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 th St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 4/17/19 In Plan Check
CZ CUP AR VAR	16-02 271 15-14 16-01	<u>Coachella Grow Assoc.</u> To build a 29,180 sq. ft. medical cannabis cultivation and fabrication facility, with	84-775 Avenue 48	Jesus Gonzalez Coachella Grow Association P O Box 1144 Coachella, CA 92236	PC Approved 9/21/16 CC Approved 10/12/16 Time Extension – 10/12/19

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<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
		reduced street frontage.		(760) 766-6233	
CUP AR	275 16-14	<u>Mosque & Assembly Hall</u> To construct a new 20,260 square foot mosque to be built in two phases.	84-650 Avenue 49	<u>Shakil Patel</u> 25982 Hinkle St Loma Linda CA 92354 (909)796-0300	PC Approved 12-21-16 Grading Permit Issued
CUP AR EA	276 16-18 16-05	<u>Coachella Warehouses</u> To construct a 255,800 sq. ft. multi-tenant medical cannabis cultivation facility	84-851 Avenue 48	<u>Kevin Stumm</u> PCC Industrial/Commercial 760 Garden View Court, Suite 200 Encinitas, CA 92024 (760)452-8075	PC Approved 12/21/16 CC Approved 02/08/17 Phase 1 Complete
CUP AR VAR	278 17-02 17-03	<u>Kismet Organic</u> To construct a phased 77,400 sq. ft. medical cannabis cultivation facility.	48-050 Harrison Street	Ed Sapigao 5151 California Ave Ste 100 Irvine CA 92617 (949)280-4782	PC Approved 7/19/17 CC (Appeal) Approved 9/27/17 Under Construction
CUP CUP CUP	284 285 286	<u>Mobilitie Mono-Pole</u> To install 3 new wireless communications poles in the street right-of-way	SEC of Ave 52 & Tyler SWC Ave 50 & Harrison NWC Westerfield & Harrison	Robert Lewis Mobilitie, LLC 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626 (951) 212-5825	PC Approved 12/21/17 CUP 284 Withdrawn
CZ CUP AR EA	17-01 279 17-03 17-01	<u>Coachella Green LLC</u> To construct a phased 833,829 sq. ft. medical cannabis industrial park.	86-601 Industrial Way	<u>Barry Walker</u> 1933 S. Broadway No. 806 Los Angeles CA 90007 (323) 997-9914	PC Approved 11/15/17 CC Approved 11/29/17 Project under new Ownership
CUP	289	<u>Coachella Brands</u>	84-805 Ave 48	<u>Richard O'Connor</u>	AR Approved 8/30/17

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<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
AR	17-11	To construct a new 91,948 sf cannabis cultivation facility in the MW zone.		2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	CUP Approved 11/1/17 Interim Use In Operation
CUP AR TPM EA	280 17-04 37266 17-02	<u>Coachella Research Park #2</u> To develop an 833,829 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots, on 20 acres in the MW zone.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 In Plan Check
CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	<u>Coachella RP #2 (Modified)</u> To allow two 3-story industrial buildings (98,520 sf) and four greenhouses (404,308 sf) for cannabis cultivation uses.	48-451 Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 11/28/18 CC Approved 2/13/19 In Plan Check
CUP AR TPM EA	281 17-05 37265 17-03	<u>Coachella Research Park #1</u> To develop an 311,250 sq. ft. multi-tenant medical cannabis cultivation facility, with industrial condo lots on 11.28 acres in the MW zone.	NE Corner of Ave. 48 and Harrison Street	<u>Michael Meade</u> Desert Rock Development 72-100 Magnesia Falls Dr. Ste 2 Rancho Mirage CA 92270 (760)837-1880	PC Approved 10/4/17 CC Approved 10/25/17 Grading commenced
CUP TPM EA	282 37333 17-04	<u>REI / Ponte Hotel Project</u> To develop a 5.45 acre site with 2 hotels, drive-thru pad, and restaurant.	NE Corner of Vista Del Norte and Dillon Road	Claudio Ponte 726 W. Ventura Blvd Ste F Camarillo CA 93010 (805)383-0367	PC Approved 7/19/17 CC Approved 8/9/17
CUP CUP CZ	299 300 18-03	<u>HOTN/Sinsemilla Dispensary & Pub Project</u> Proposed 1,839 sq. ft. retail	1694 6 th Street	Pedro Ordoñez 6 th Street Tap Room 45631 Capistrano St	PC Approved 3/20/19 CC Approved 5/8/19

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<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
		cannabis dispensary and 1,432 sq. ft. bar/pub		Indio CA 92201 (760)409-6169	
CUP	292	<u>Verizon Wireless</u> To install a new wireless communications pole at Bagdouma Park	Northeast corner of Frederick St and Ave 52	Bryce Novak 7711 Normal Ave La Mesa CA 91941	PC Approved 1/31/18
CUP AR	293 17-14	<u>Coachella Herb Plantation</u> To construct a new 67,240 sf medical cannabis cultivation facility on 3.2 acres in the MW zone.	84-801 Ave 48	Marcelo Morales 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17 Time Extension to 11/28/19 Time Extension to 11/28/20 Interim Use Under Construction
CUP	294	<u>Chelsea Mixed Use Project</u> To establish "PD" land use regulations and development standards for TOD project (105 Apartments w/ 3,000 sf commercial and Transit Hub)	East side of Cesar Chavez Street, north of 6 th Street	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago Carlsbad CA 92011 (760)456-6000	PC Approved 12/21/17 CC Approved 11/29/18 Modification Approved 1/30/19
CUP AR VAR	297 18-01 18-01	<u>CoachellaGro Corp.</u> To construct a new 257,051 sf cannabis cultivation facility on 10.99 acres of vacant land in the M-W zone.	East side of Harrison Street, South of Ave. 48	CoachellaGro Corp. 3060 Saturn St #250 Brea CA 92821 (760)940-0100	PC Approved 6/6/18 Time Extension to 6/6/20
CZ CUP AR VAR	18-09 307 18-07 18-04	<u>Polk Cannabis Redevelopment Project</u> To construct a new 174,500 sf cannabis cultivation facility	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18 CC Approved 12/12/18 (In Litigation)

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		on 10 acres of land.			
CUP	301	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Jackson Square SE Corner of Jackson St. and Ave. 48	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
CUP	302	<u>AT & T Wireless Antenna</u> To install a new wireless communications mono-palm at 50 ft high	Bagdouma Park 51-711 Douma St.	AT & T c/o Melissa Francisco 19519 Jacob Ave. Cerritos CA 90703 (562)972-5161	PC Approved 9/19/18
CUP CZ	298 18-02	<u>Coachella Smoke Co.</u> To allow a new 1,296 sf retail cannabis micro-business	85-995 Grapefruit Blvd Suite #1	Nick Meza 50-580 Calle Mendoza Coachella CA 92236 (760)541-9034	Pending
CUP AR EA TPM	313 18-13 18-06 37670	<u>Luxor Luxury RV Storage</u> To develop an indoor 123,940 sq. ft. indoor RV storage facility with repair and washing service, and caretaker unit	49-751 Oates Lane	Luxtor Limited, LLC 450 Kansas Street #104 Redlands CA 92373 (909)556-5848	PC Approved 3/6/19 CC Approved 7/10/19 Under Construction
CUP AR EA	308 18-08 18-03	<u>Red Moon RV Park</u> To develop a 78.3-acre RV Resort with 46 long-term rental spaces and 390 short-term rental spaces	44-790 Dillon Rd.	Jim Komick Red Moon Dev. & Construction 4320 Priceless View Dr. Gold Canyon AZ 85118 (480)947-9253	PC Approved 3/06/19 Under Construction

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CUP	316	<u>JC Burger- Alcohol Sales.</u> To allow beer and wine sales with existing 2,432 sq. ft. restaurant.	49-405 Grapefruit Blvd	Jesus Corraler 84-463 Da Vinci Coachella CA 92236 (760)238-1010	PC Approved 11/20/19
CUP	317	<u>New 50-foot high Cell Tower</u> To construct a 50-foot tall “monopole” wireless communications facility.	SE Corner of Jackson Street and Ave. 48 (Jackson Square)	LA SMSA LP dba Verizon Wireless 15505 Sand Canyon Ave Building D – 1st Floor Irvine, CA 92618 (949)2896-7000	Pending
CUP AR EA VAR	318 19-09 19-01 19-03	<u>NB Coachella Cannabis Cultivation Facility</u> To construct a new industrial greenhouse park for commercial cannabis cultivation uses on 49.97 acres of vacant land in the MS-IP Zone.	86-601 Industrial Way	NB Coachella Properties, Inc. 1650 Black Road Santa Maria CA 93458 c/o CV Engineers (760)360-4200	Pending
CUP	319	<u>Botanero Mexicali- Alcohol Sales.</u> To allow beer and wine sales with 1121 sq. ft. snack bar.	51-704 Cesar Chavez St. Unit #3	Maria Carrera 51-704 Cesar Chavez St Unit #3 Coachella CA 92236 (760)574-5543	Pending

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TTM EA CUP CZ GPA	32263 05-11 207 05-04 07-04	322 SF Units Subdivision 64.64 acres See AR 05-21 Nickel creek	Ave 44, West of Dillon	Coachella-Nickel Creek LLC 5744 Canyon Road Amarillo, TX. 79109	PC approved 9/5/07 CC approved 9/12/07 SB1185 Ext to 9/12/10 AB333 Ext to 9/12/12 AB208 Ext to 9/12/14 AB116 Ext. to 9/12/16 1 Yr. Ext. to 9/12/17 1 Yr. Ext. to 9/12/18 Statutory Ext. to 9/12/21
CUP	316	<u>JC Burger – Alcohol Sales</u> To allow on-sale beer, wine and spirits w/ eating establishment	49-405 Grapefruit Blvd	Jesus Corraler 84-463 Da Vinci Dr Coachella CA 92236 (760)238-1010	PC Approved 11/19
TTM AR EA CUP CZ GPA Annex	35523 07-13 07-16 231 07-08 07-05 60	<u>Villa Palmeras</u> 111 Single Family attached & detached residential 11.58 acres	South side of Ave 50 between Jackson St & Calhoun St	DSE Turco, L.P. Attn: Scott Carino 8910 University Center Ln Suite 690 San Diego CA 92122 (858) 458-3432 (858) 458-3412 FAX	PC approved 1/16/08 CC approved 5/28/08 SB1185 Ext to 5/28/11 AB 333 Ext to 5/28/13 AB 208 Ext to 5/28/15 AB116 Ext to 5/28/17 Ext. to 5/28/18 Ext to 5/28/19
SP	14-01	<u>Vista del Agua Specific Plan</u>	S of Vista del Sur	James Kozak	PC Workshop 3/20/19

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	<i>Case</i>	<i>No.</i>	<i>Name / Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date & Status</i>
	GPA CZ EA TTM	14-01 14-01 14-04	280-acre subdivision with single-family residential, multi-family residential and commercial development.	N of Ave. 48, E of Tyler St., W of Polk Street	Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130 (858) 699-7440	PC Approved 6/19/19
	VAR	18-02	<u>Desert Research Park #1</u> To exceed height limit for 3 new industrial buildings.	NE Corner of Ave. 48 and Harrison St.	Michael Meade Desert Rock Development 72-100 Magnesia Falls Rancho Mirage CA 92270 (760)837-1880	PC Approved 4/18/18

City of Coachella
Development Status Report
December, 2019

Item 15.

PC = Planning Commission

CC = City Council

Types = RS Single Family Residential, RM Multifamily Residential, CG Commercial General, NC Neighborhood Commercial
MH Manufacturing Heavy, MS Manufacturing Service, MW Wrecking Yard, RE Residential Estate

Status of Projects = Under Construction, Approved, Pending Approval

Status of Maps = Constructed, Under Construction, Recorded, Approved Tentative, Pending Approval

AR Architectural Review

CUP Conditional Use Permit

CZ Change of Zone

DA Development Agreement

EIS (EA) Environmental Initial Study (Environmental Assessment)

GPA General Plan Amendment

PD Planned Development

TTM Tentative Tract Map or Tentative Subdivision Map

TPM Tentative Parcel Map

VAR Variance

Tentative Maps (Tract and Parcel) are approved for 2 years and may be extended an additional year three times upon approval of their request and payment of application fees.

Senate Bill (SB 1185) automatically grants a 12 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2008 and will normally expire before January 1, 2011.

Assembly Bill 333 (AB333) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2009 and will normally expire before January 2, 2012.

Assembly Bill 208 (AB208) automatically grants a 24 month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 15, 2011 and will normally expire before January 1, 2014.

Assembly Bill 116 (AB116) automatically grants a 24-month extension to any Tentative Tract or Tentative Parcel Map that was valid as of July 11, 2013.

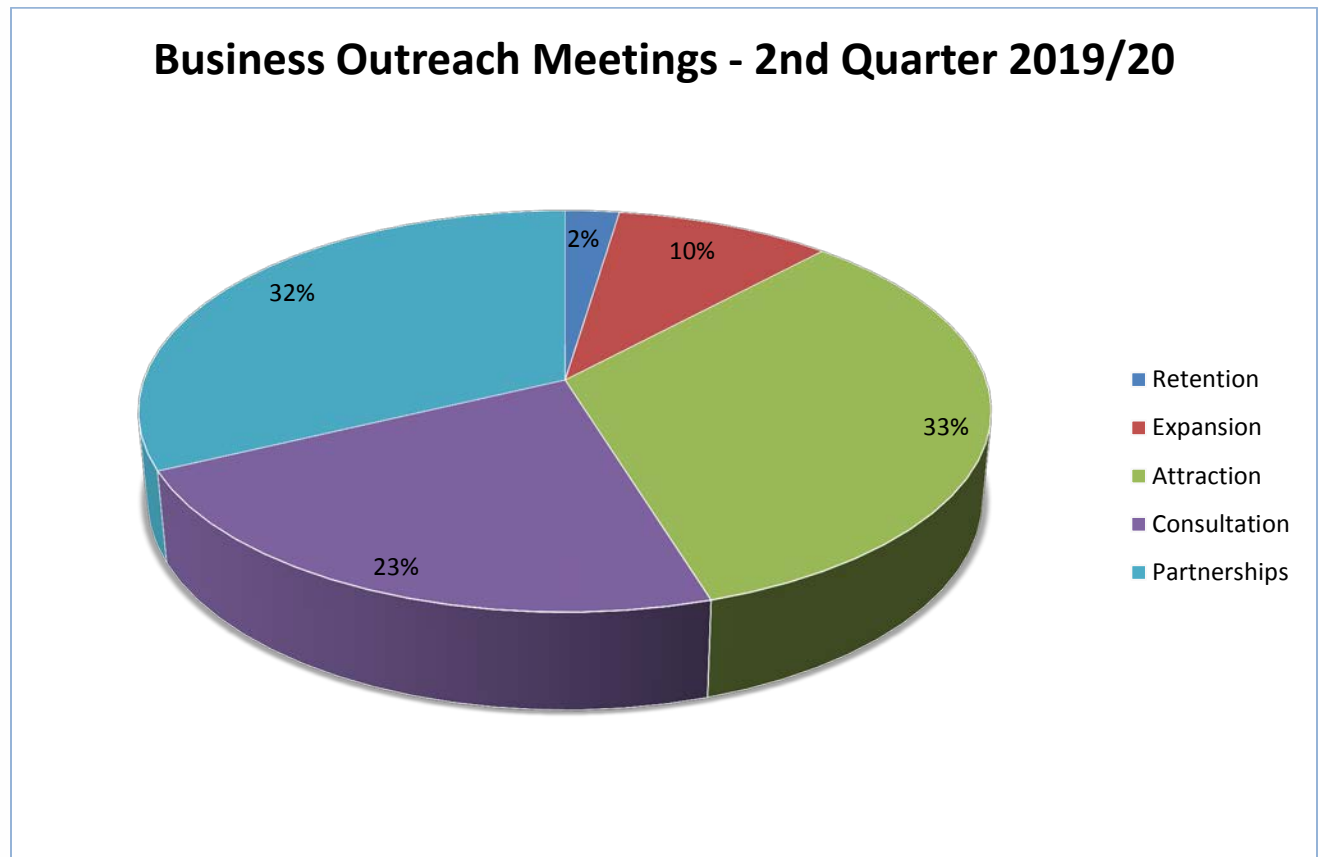


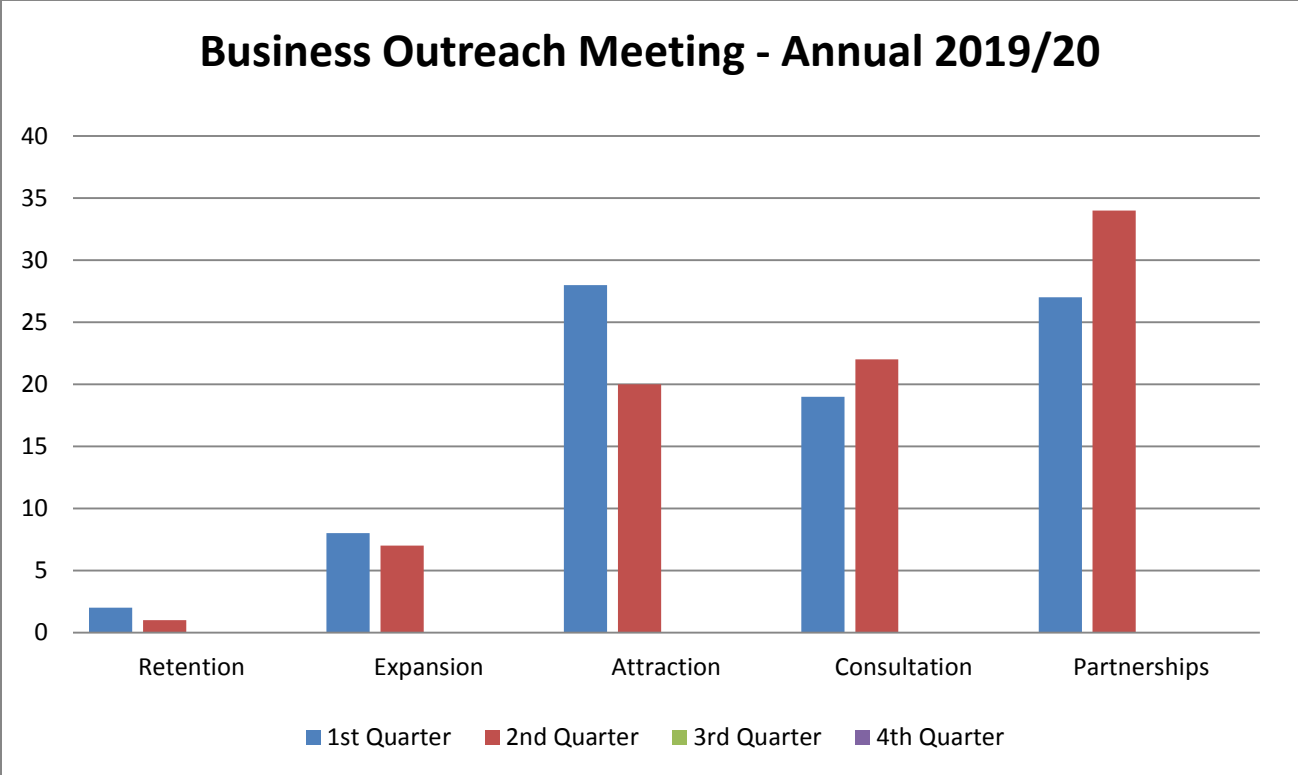
ECONOMIC DEVELOPMENT DEPARTMENT

Introduction:

The City of Coachella is a progressive, service-oriented and responsive partner to the business community. The Economic Development Department's staff facilitates and fosters the retention, attraction, and expansion of businesses by communicating and providing business-friendly programs and services that are aimed toward a balanced economy, an increase in tax revenues and a positive City image. The City of Coachella, known as the City of Eternal Sunshine, is a business-friendly community with good proximity to local, regional and international markets.

Economic Development Activity:





Economic Development Events:

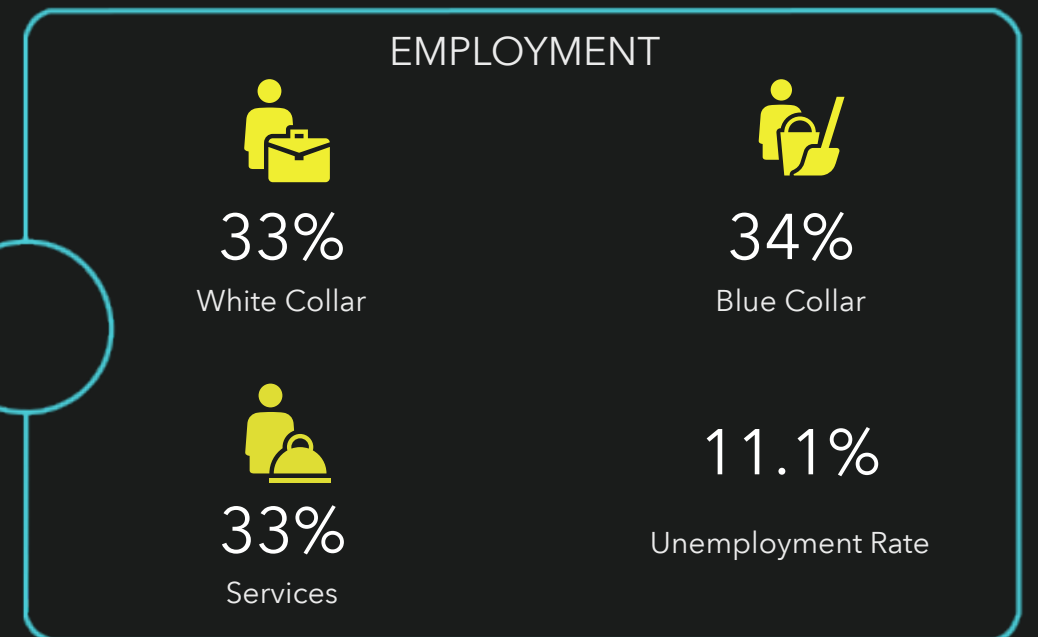
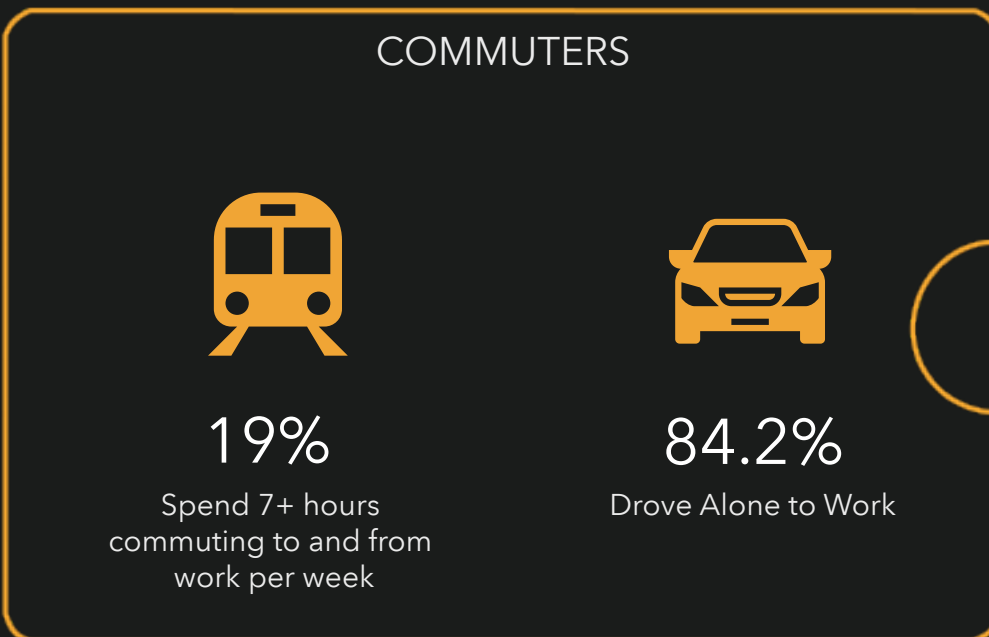
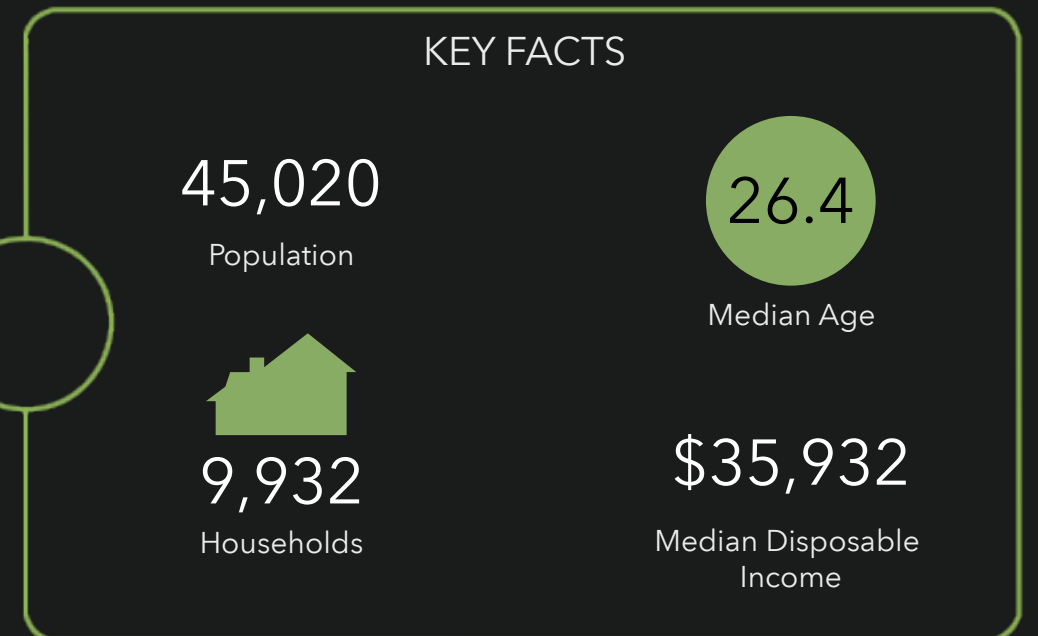
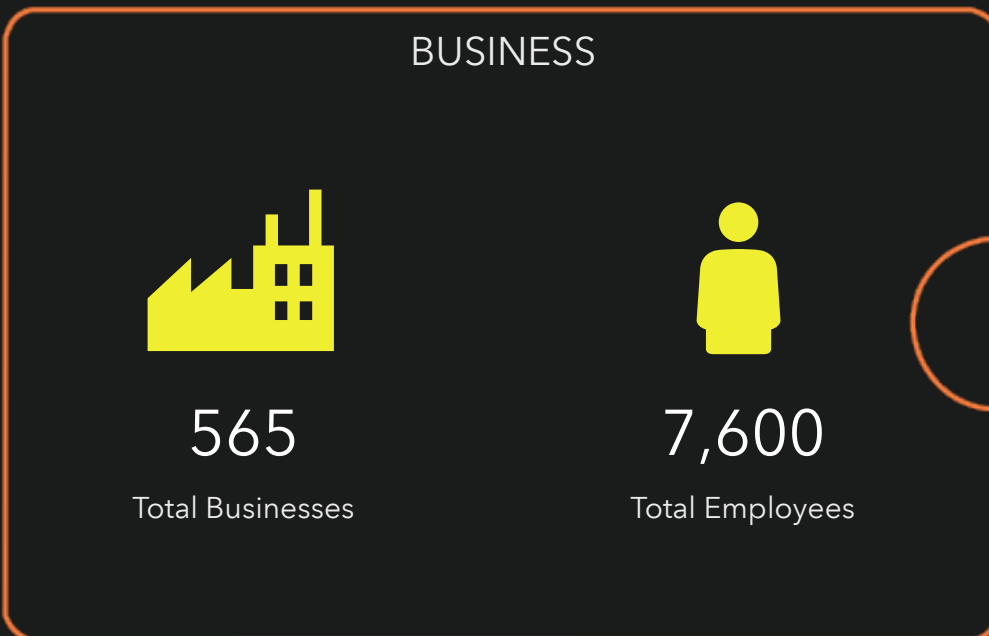
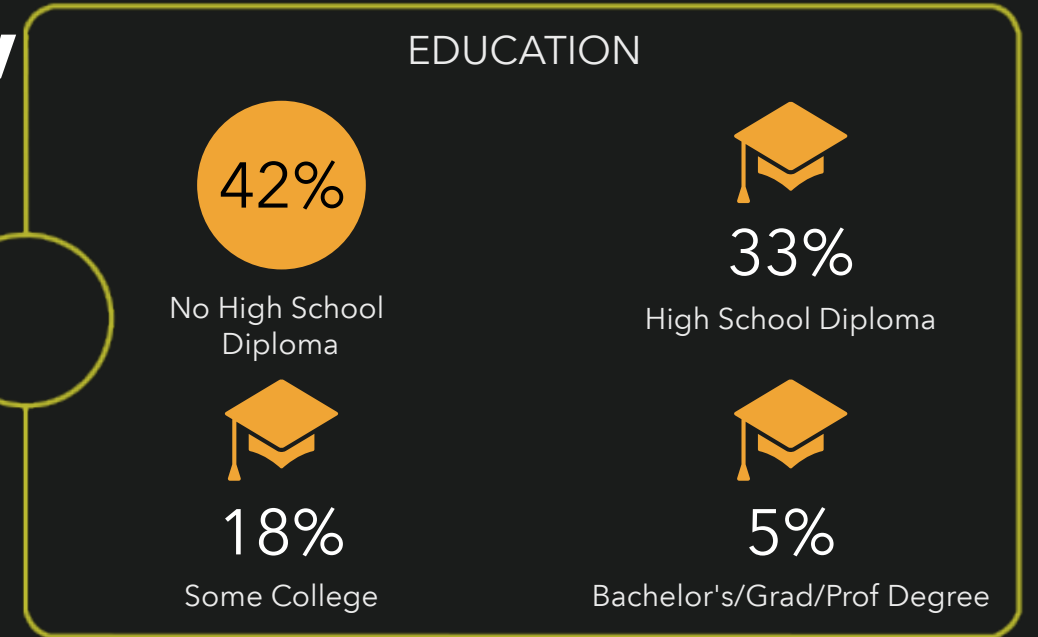
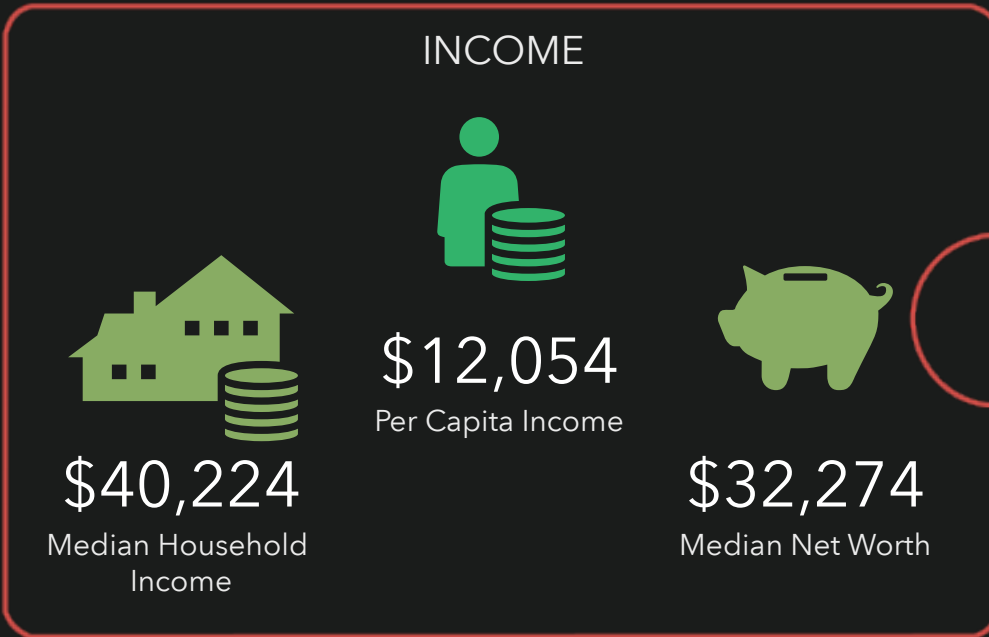
Event:	Organization:	Date:	Location:
2019 Inland Empire Economic Forecast	UCR Center of Economic Forecasting & Development	November 6, 2019	Riverside Convention Center, Riverside, CA
2019 California Economic Summit	California Forward	November 8, 2019	Double Tree Fresno, CA
15 th Annual Economic Summit	CVEP	November 19, 2019	Palm Springs Convention Center Palm Springs, CA
Agriculture Summit	Riverside County EDA	November 20, 2019	County Fair Grounds Indio, CA
Small Business Expo	Greater Coachella Valley Chamber of Commerce	November 21, 2019	Fantasy Springs Casino & Resort Indio, CA

Employment Overview

Coachella City, CA
Coachella City, CA (0614260)
Geography: Place

Employment Overview

Coachella City, CA

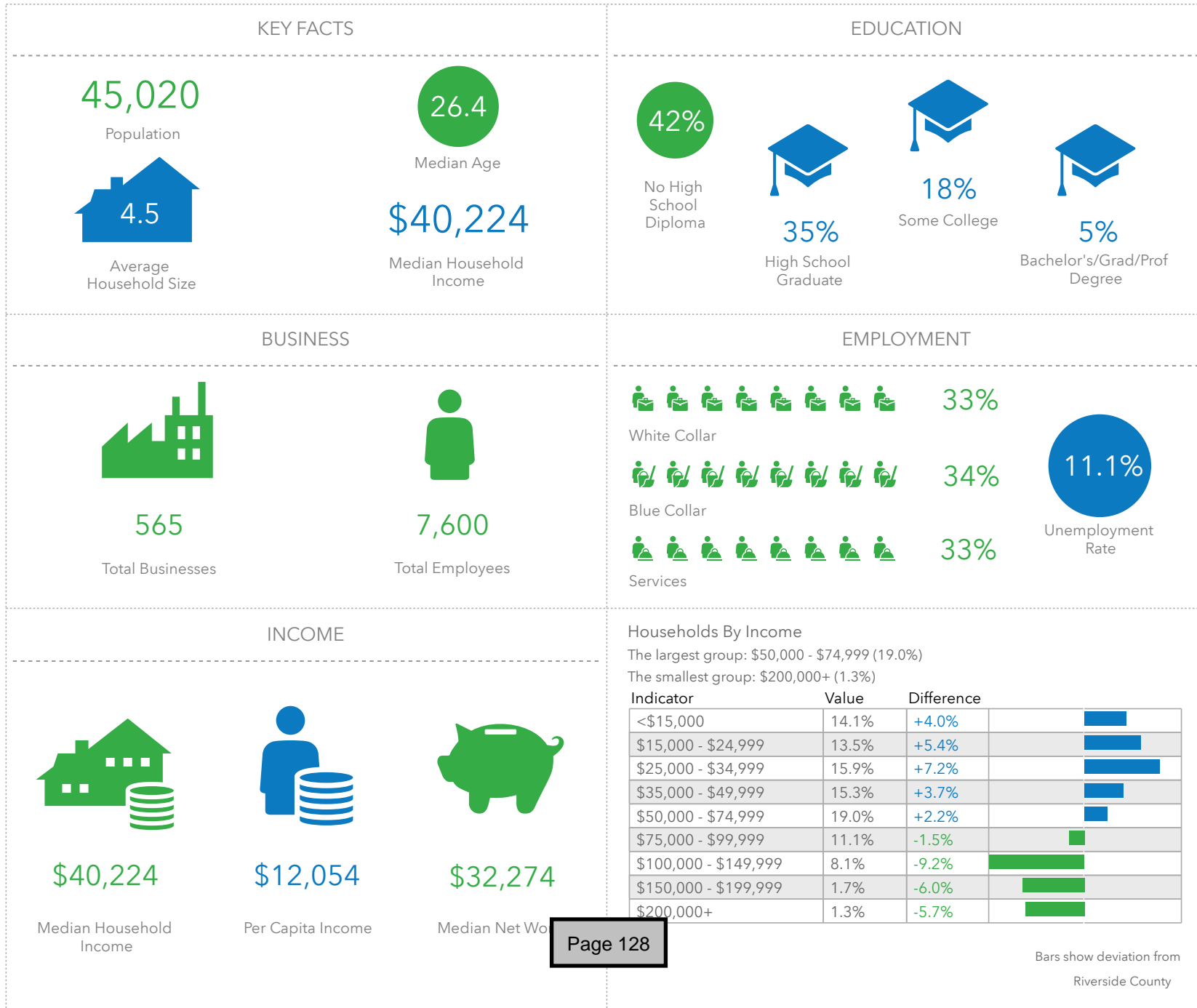


Key Facts

Coachella City, CA
 Coachella City, CA (0614260)
 Geography: Place

Prepared by Esri

Item 15.



Commute Profile

Coachella City, CA
Coachella City, CA (0614260)
Geography: Place

Item 15. Esri

COMMUTE PROFILE

Coachella City, CA

This infographic provides information about how population age 16+ travels to work. This data comes from the the American Community Survey (ACS) from the US Census Bureau. Read an in-depth analysis of the ACS from Esri's data team at www.esri.com/software/american-community-survey

WORKERS



19,162

ACS Workers Age 16+



84.2%

Drove Alone to Work

TRANSPORTATION TO WORK



0.7%

Took Public Transportation



11.6%

Carpooled



1.0%

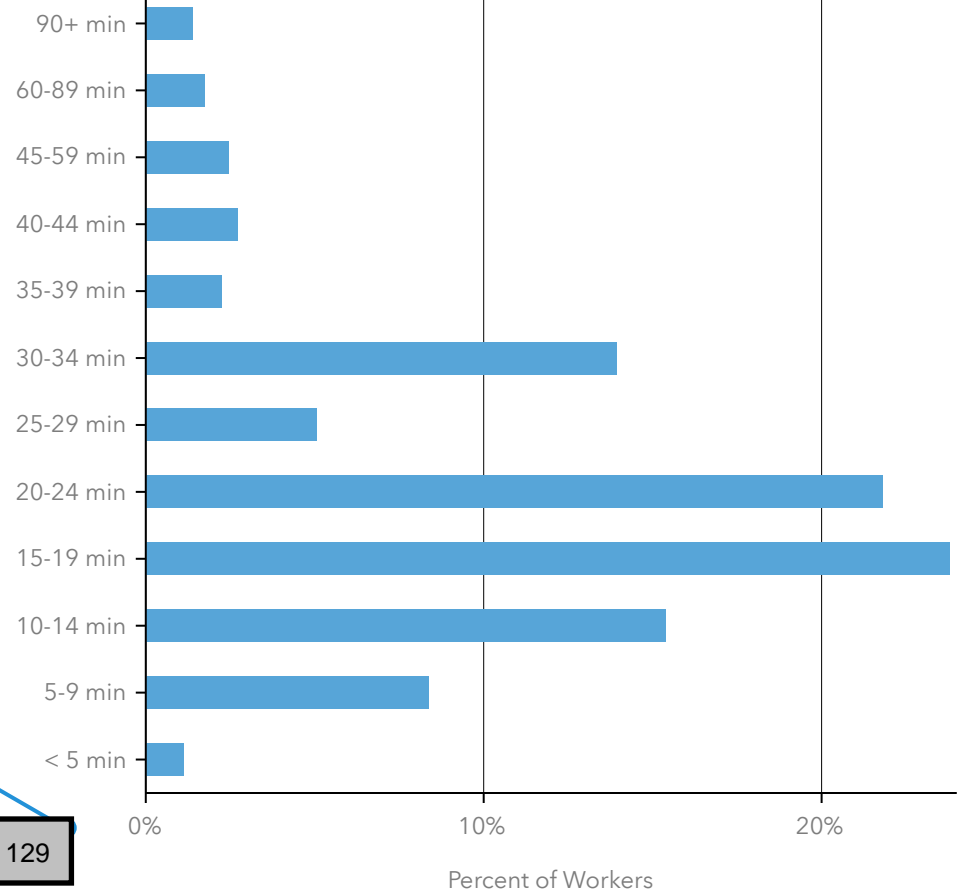
Walked to Work



0.0%

Bike to Work

TRAVEL TIME TO WORK





RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

City of Coachella

SHERIFF'S DEPARTMENT QUARTERLY REPORT

October 1, 2019 – December 31, 2019

Misty Reynolds, Captain
Andy Martinez, Lieutenant

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Part 1 Crimes

(Data compiled by the Central Crime Analysis Unit)

Crime	October	November	December
Homicide	0	0	0
Rape	2	0	1
Robbery	7	4	2
Aggravated Assault	13	8	9
Burglary	8	6	7
Auto Theft	20	14	6
Larceny Theft	45	40	40
Total Part 1 Crimes	95	72	65

Average Response Times

Type	October	November	December
Priority 1	4.94	5.32	4.16
Priority 2	20.19	14.49	14.72
Priority 3	32.07	26.13	22.76
Priority 4	40.24	30.01	24.68

- The Riverside County Sheriff’s Department strives to maintain an average response time of less than five minutes for Priority 1 calls for service.

PRIORITY 1 CALLS: Involve circumstances that pose, or did pose in the immediate past, a clearly defined threat to human life or property and which involve a high level of violence or which have the potential for serious injury. These calls shall be entered by the public safety communications officer within 60 seconds (1 minute) of receipt. The public safety communications officer shall keep the reporting party on the line in circumstances where officer safety is a concern or when doing so may assist the officer in apprehending the suspect(s).

PRIORITY 1A CALLS: Involve circumstances that pose, or did pose in the immediate past, a clearly defined threat to human life or property. These calls shall be entered by the public safety communications officer within 60 seconds (1 minute) of receipt. The public safety communications officer shall keep the reporting party on the line in circumstances where officer safety is a concern or when doing so may assist the officer in apprehending the suspect(s).

PRIORITY 2 CALLS: Involve circumstances of an urgent, but not life-threatening, in nature. They are generally disturbances with a potential for violence, minor assaults and batteries, unknown or suspicious circumstances, and certain thefts. These calls shall be entered within 120 seconds (2 minutes) of receipt by the public safety communications officer.

PRIORITY 3 CALLS: Involve circumstances which are neither urgent nor life threatening. Many of these calls are simple disturbances of the peace.

PRIORITY 4 CALLS: With the exception of several felonies, most past calls are considered Priority 4.

Coachella Community Action Team (C.C.A.T.)



October 1, 2019

1313 hours: **Warrant/Drug Paraphernalia Arrest** – Coachella deputies conducted a pedestrian check in the area of Grapefruit Blvd and Park Lane. A male was arrested for warrants and possession of drug paraphernalia. Y19 274 0031

1808 hours: **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Las Palmas Avenue and Avenue 52. A male was arrested for a felony no-bail PRCS warrant. Due to an ongoing investigation by CCAT deputies, the male was transported to the Thermal Sheriff's Station for interview. Y19 274 0048

1900 hours: **Residential Burglary/Stolen Vehicle Investigation** – CCAT deputies conducted follow-up investigation into a residential burglary which occurred on August 7, 2019. The previous male was identified as the suspect of the burglary he committed in a stolen vehicle. The male was booked for the above warrant and for the residential burglary. Y19 221 0054

1910 hours: **Battery/Petty Theft Arrest** – Coachella deputies responded to the 52000 block of Cesar Chavez Street. A 14-year-old female was arrested for battery on her mother and for stealing money from her mother’s purse. Y19 274 0050

1957 hours: **Assault with a Deadly Weapon Investigation** – Coachella deputies responded to Food4Less reference a male that was hit on his head. The male stated an unknown suspect came up behind him and hit him on the head with an unknown object. The victim suffered a small laceration and swelling on the back of his head. Deputies checked the area but were unable to locate the suspect. The investigation is ongoing. Y19 274 0054

2343 hours: **Robbery Investigation** – Coachella deputies responded to the 52000 block of Cesar Chavez Street, Del Taco, refence a robbery. The suspect entered and approached the counter. When the cash register opened, the suspect brandished a small black semi-auto handgun and demanded the money. The suspect left the establishment. Several units responded to the area to assist and search the area. The investigation is ongoing. Y19 274 0067

October 2, 2019

0730 hours: **Walk to School Day** – CCAT deputies participated in the Coral Mountain Academy Walk to School Day presentation. School officials and deputies spoke with students regarding the importance of walking safely to school. At the conclusion of the presentation, deputies walked with students to Coral Mountain Academy.





1446 hours: **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check in the area of Cypress Street and Valley Road. A male was arrested for a felony warrant for weapons possession and booked at Indio Jail. Y19 275 0024

2000 hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check at the 53000 block of Sienna Circle. A male was arrested for warrants related to DUI and hit and run. He was booked at Indio Jail. Y19 275 0049

2237 hours: **Warrant Arrest** – Coachella deputies responded to the 84000 block of Bagdad Avenue. A male was arrested for a felony drug warrant. He was booked at Indio Jail. Y19 275 0051

October 3, 2019

0210 hours: **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Cesar Chavez Street and Avenue 50. A male was arrested for a felony weapons possession warrant. He was arrested and booked into the Indio Jail. Y19 276 0002

0838 hours: **Burglary Arrest** – Coachella deputies investigated a burglary at the 1000 block of 6th Stret, Galiale Center Thrift Store. Through surveillance footage, they were able to identify the suspect. Deputies located the suspect and during an interview, he admitted to the burglary in question as well as another burglary. He was transported and booked into the Indio Jail. Y19 276 0011

October 4, 2019

0126 hours: **Driving Under the Influence/Street Racing Arrest** – Coachella deputies conducted a traffic enforcement stop in the area of Cesar Chavez Street and Avenue 52 after observing two vehicles racing. One vehicle stopped and the driver was arrested for DUI and street racing. He was booked at the Indio Jail. Y19 277 0003

1000-2000 hours: **Thermal Sheriff's Station Quality of Life Operation** – Thermal Sheriff's Station personnel, with the assistance of multiple bureaus, conducted zero-tolerance enforcement within the city of Coachella and multiple areas of the county. During the operation, 50 people

were booked for various crimes including warrants, possession of drugs for sales, various drug charges, possession of stolen vehicles and others.

2023 hours: **Injury Hit and Run Investigation** – Coachella deputies responded to the area of Mitchell Drive and Grapefruit Boulevard reference a vehicle vs pedestrian hit and run. The victim was struck by a grey sedan. The victim sustained non-life-threatening injuries to his face and was transported to the hospital. The suspect vehicle last seen westbound towards Las Flores park. The investigation is ongoing. Y19 277 0097

October 5, 2019

0232 hours: **Robbery Investigation** – Coachella deputies responded to the AMPM, located at the 48000 block of Grapefruit Boulevard, regarding a robbery with a handgun. The suspect entered the business through the main entrance and walked to the counter. The suspect demanded money while brandishing what appeared to be a small black semi-automatic handgun. The suspect took money from the registers and was last seen running southbound on Grapefruit Boulevard. The investigation is ongoing. Y19 278 0003

0922 hours: **Drug Possession/Violation of Parole Arrest** – Coachella deputies conducted a pedestrian check at Veterans Park. A male was arrested for being in possession of methamphetamine and paraphernalia. The male was also in violation of his active parole. He was arrested and booked into the Indio Jail. Y19 278 0010

2300 hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Cesar Chavez Street and Avenue 50. A male was arrested for eight drug warrants. Y19 278 0048

October 6, 2019

1624 hours: **Negligent Discharge of a Firearm Investigation** – Coachella deputies responded to the 51000 block of Sunset Drive reference a shooting. An anonymous female said she witnessed a subject exit a residence with a pistol and fired at a dog. The residence was searched but no firearm was located. The investigation is ongoing. Y19 279 0040

1830 hours: **Warrant/Drug Possession Arrest** – Coachella deputies responded to the 85000 block of Avenue 44 reference a trespassing. A male was arrested for a trespassing warrant and possession of heroin. He was booked at the Indio Jail. Y19 279 0046

2330 hours: **Robbery Investigation** – Coachella deputies responded to the 45000 block of Dillon Road, Chevron, reference a robbery. Two males entered the store and approached the register. One of the males brandished a small, silver handgun while demand money. The males left the store and possibly entered a vehicle. Deputies checked the area for the suspects but were unable to locate them. The investigation is ongoing. Y19 279 0065

October 7, 2019

1229 hours: **Possession of Stolen Property/Warrant Arrest** – Coachella deputies responded to the 83000 block of San Asis Drive reference a grand theft. A saguaro cactus was stolen from the residence. Deputies located the suspect vehicle and conducted an enforcement stop. Two males were arrested for possession of stolen property and a third male was arrested for a felony warrant. The three males were booked into the Indio Jail. Y19 280 0026

October 8, 2019

1631 hours: **Attempt Suicide Investigation** – Coachella deputies responded to the area of Vista Del Norte and Dillon Road reference a male cutting himself with a large knife. The male cooperated with deputies after de-escalation techniques were successful. The male was transported to Telecare on a 5150 WIC hold after receiving treatment for his self-inflicted injuries. Y19 281 0055

1834 hours: **Assault with a Deadly Weapon Arrest** – Coachella deputies responded to the area of Calhoun Street and Avenue 50 reference an assault with a deadly weapon using a vehicle. A male was arrested for purposefully hitting the rear bumper of a romantic rival's vehicle. He was booked at the Indio Jail. Y19 281 0065

October 9, 2019

1335 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a traffic stop in the area of Van Buren Street and Avenue 48. The driver was arrested for a warrant and possession of methamphetamine. He was booked at the Indio Jail. Y19 282 0027

1824 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a pedestrian check in the area of 9th Street and Orchard Avenue. A male was arrested for a felony theft warrant. He was also in possession of methamphetamine and heroin. He was booked at the Indio Jail. Y19 282 0042

October 10, 2019

0851 hours: **Suicide Investigation** - Coachella deputies responded to the 85000 block of Avenida Aleenah regarding a suicide. Deputies arrived and found a male deceased in his bedroom from a gunshot wound. No signs of a struggle or foul play was suspected. Y19 283 0010

1355 hours: **Felony Warrant Arrest** - Coachella deputies responded to the 53000 block of Cesar Chavez Street regarding a family disturbance. A male was arrested for an outstanding parole violation warrant. He was booked at Indio Jail. Y19 283 0029

1943 hours: **Assault with a Deadly Weapon Investigation** - Coachella deputies responded to the 1500 block of 2nd Street regarding two victims with gunshot wounds. The female victim was involved in an argument with the passengers of a vehicle. A female exited the suspect

vehicle and shot at the victim's residence, striking her and a male victim. Both victims sustained non-life-threatening wounds. The investigation is ongoing. Y19 283 0045

2246 hours: **Felony Warrant Arrest** - Coachella deputies responded to the 84000 block of Redondo Norte regarding a male locked in the residence and not allowing his family to enter. The male had a felony parole violation warrant. The male eventually exited and was arrested. He was booked at the Indio Jail. Y19 283 0052

October 12, 2019

2035 hours: **Negligent Discharge of a Firearm Investigation** – Coachella deputies responded to the 83000 block of Jade Rock Road regarding five to eight gunshots heard in the area. Upon arrival, deputies located spent shell casing on the front window seal of a vehicle. The vehicle sustained a strike mark on the rooftop, which was believed to be from a downward projectile. No injured parties or other impact marks were located. The investigation is ongoing. Y19 285 0049

October 13, 2019

0135 hours: **Domestic Violence Arrest** – Coachella deputies responded to El Trebol Bar, located at the 1600 block of 6th Street regarding a domestic disturbance. A male was arrested after he assaulted his wife. The victim sustained a minor head injury and was transported to the local hospital. The male was booked at the Indio Jail. Y19 286 0009

0230 hours: **Robbery Investigation** – Coachella deputies responded to the area of Vista Del Sur and Dillon Road regarding a robbery with a knife. The victim stated the suspect produced a knife and demanded money from him. The suspect stole several items from the victim. Several Thermal Station Patrol units responded to search the area. The investigation is ongoing. Y19 286 0011

0840 hours: **Vandalism Arrest** – Coachella deputies responded to Aldos Mexican Food, located at the 49000 block of Grapefruit Boulevard, regarding a vandalism. A female broke the glass door after she was refused to use the restroom. She was arrested and booked into the county jail in Indio. Y19 286 0020

1550 hours: **Assault with a Deadly Weapon Investigation** – Coachella deputies responded to JFK Hospital reference a victim with a cut to his left arm. The male claimed he sustained the cut at an unknown location in Coachella during an altercation with his aunt. The female allegedly cut the victim with a boxcutter. The investigation is ongoing. Y19 286 0038

October 14, 2019

2038 hours: **DUI/Traffic Collision Arrest** – Coachella deputies responded to the area of Van Buren Street and Fiesta Road regarding an injury traffic collision. During the investigation, it was determined alcohol was a factor. The suspected DUI driver was not booked into the jail due to injuries. Y19 287 0039

October 15, 2019

0420 hours: **Sexual Assault Investigation** - Coachella deputies responded to the 85000 block of Araby Avenue regarding an unknown trouble. A female victim told the responding deputies she was sexually assaulted by two males after smoking methamphetamine. The investigation is ongoing. Y19 288 0004

1332 hours: **Public Intoxication Arrest** - Coachella deputies responded to Walmart, located at the 83000 block of Avenue 48 regarding an intoxicated male. The male was arrested after he was found passed out in front of the business. The male was booked into the Indio Jail. Y19 288 0017

October 16, 2019

0247 hours: **Robbery Investigation** – Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Blvd, regarding a robbery with a gun. The suspect entered the store and pointed a handgun at the clerk. The suspect pushed the clerk away and grabbed money from the register. The male fled the location prior to deputies' arrival. The investigation is ongoing. Y19 289 0005

1851 hours: **Drug Possession/Violation of Probation Arrest** – CCAT deputies conducted a pedestrian check in the area of 6th Street and Palm Avenue. A male was arrested for possession of methamphetamine and violation of probation. He was booked at the Indio Jail. Y19 289 0053

2319 hours: **Warrant/Weapons Arrest** – Coachella deputies conducted a traffic stop in the area of Orchard Street and 1st Street. The female driver was arrested for an active domestic violence warrant. She was also in possession of ammunition as a prohibited person. She was booked at the Indio Jail. Y19 289 0072

October 18, 2019

0033 hours: **DUI Arrest** – Coachella deputies conducted a traffic stop in the area of Avenue 52 and Frederick Street. The male driver was arrested for driving under the influence of alcohol. He was booked at the Indio Jail. Y19 291 0003

0053 hours: **Assault with a Deadly Weapon/Resisting Arrest** – Coachella deputies responded to the 51000 block of Frederick Street regarding a brandishing. A male was contacted at the location who ran from deputies. The male discarded a loaded handgun while he ran. The male was apprehended after a short foot pursuit. It was later learned the male pointed the handgun at the victim as she drove by him. The male was arrested and booked at the Indio Jail. Y19 291 0002

1837 hours: **Armed Robbery/Pursuit Arrest** – Coachella deputies responded to El Potrillo Western Wear, located at the 52000 block of Cesar Chavez Street, regarding a robbery. A male entered the business and grabbed approximately 20 – 25 pairs of jeans. The male exited the store and entered the suspect vehicle. The victim followed the suspect out of the business and told him

to return the merchandise. A second suspect was sitting in the driver seat of the suspect vehicle and brandished a handgun. At 2100 hours, deputies located the suspect vehicle in the area of 7th Street and Pendleton Way. A traffic stop was attempted and the vehicle speed away, initiating a pursuit. The suspect collided into an unoccupied parked vehicle at 7th Street and Grapefruit Blvd. The driver fled the vehicle but was located in the rear yard of a residence. The suspect was apprehended by a sheriff's K-9. Investigation determined the suspect vehicle was also stolen. The male was booked at the Indio Jail. Y19 291 0033

1912 hours: **Felony Warrant/Drug Paraphernalia Arrest** – CCAT deputies conducted a pedestrian check in the area of Calle Camacho and Avenue 53. A male had a felony warrant for his arrest out of San Bernardino County. He was also in possession of a methamphetamine pipe. The male was arrested and booked at the Indio Jail. Y19 291 0037

2026 hours: **Warrant/Drug Sales Arrest** – CCAT deputies conducted a vehicle stop in the area of Date Avenue and Cairo Street. A male passenger was arrested for multiple domestic violence warrants and possession of methamphetamine for sales. The male was booked at the Indio Jail. Y19 291 0043

October 20, 2019

0235 hours: **Domestic Violence/Kidnapping Investigation** – Coachella deputies responded to a report of domestic violence in the city of Coachella. The victim stated her husband took her against her will from their residence in Salton Sea to the cities of Coachella and Indio. While driving around, the husband hit the victim numerous times and strangled her. In Coachella, the victim was able to escape and flee to her family's residence. The investigation is ongoing. Y19 293 0005

0937 hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Shady Lane and Bagdad Avenue. A male had an outstanding domestic violence warrant. He was arrested and booked at the Indio Jail. Y19 293 0029

0949 hours: **Drug Paraphernalia/Violation of Probation Arrest** – Coachella deputies conducted a pedestrian check in the area of Dillon Road and Harrison Place. A male was arrested for possession of drug paraphernalia and violation of probation. He was booked at the Indio jail. Y19 293 0030

October 21, 2019

1147 hours: **Shooting at a Vehicle/Burglary Investigation** – Coachella deputies responded to the 51000 block of Tyler Street reference a vehicle burglary. Investigation revealed an unknown suspect fired a single round into the victim's vehicle. The suspect made entry into the vehicle and stole \$250. The investigation is ongoing. Y19 294 0012

2305 hours: **Public Intoxication Arrest** – Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Blvd. regarding an intoxicated subject. A male was arrested for public intoxication and booked at the Indio jail. Y19 294 0048

October 22, 2019

0700 hours: **Domestic Violence Warrant Operation** – Thermal Station personnel conducted a domestic violence warrant sweep throughout the cities and communities serviced by the Thermal Sheriff's Station. A total of 12 subjects were arrested during the operation. All subjects were booked at the Indio Jail.

2026 hours: **DUI/Hit and Run Arrest** – Coachella deputies responded to the area of Avenue 50 and Cesar Chavez Street regarding a hit and run traffic collision with injuries. A male driver fled the scene and was located approximately one mile away. He was arrested for hit and run and DUI. He was booked at the Indio Jail. Y19 295 0038

2041 hours: **Burglary Arrest** – Coachella deputies responded to the 48000 block of Grapefruit Boulevard regarding a burglary. A male entered a locked electrical room at the location and caused \$1,000 in damage. The male was arrested and booked at the Indio Jail. Y19 295 0039

2140 hours: **Drug Possession Arrest** – Coachella deputies conducted a pedestrian check at AMPM, located at the 48000 block of Grapefruit Boulevard. A male was arrested for possession of methamphetamine and drug paraphernalia. He was booked at the Indio Jail. Y19 295 0045

October 23, 2019

2006 hours: **Warrant/Under the Influence/Resisting Arrest** – Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Boulevard, regarding a female transient acting bizarre. The female was arrested for a felony probation violation warrant. The female struggled with deputies when being placed into handcuffs and was taken to the ground. The female was transported to the local hospital due to her high level of narcotic intoxication. Y19 296 0052

October 24, 2019

1244 hours: **Drug Possession Arrest** - CCAT deputies conducted a bicycle stop at Avenue 50 and Avenida De Platina. A male was arrested for possession of methamphetamine and heroin. He was booked at the Indio Jail. Y19 297 0020

1537 hours: **Brandishing/Drug Paraphernalia Arrest** - Coachella deputies responded to the 48000 block of Grapefruit Blvd. regarding a brandishing of a knife. A male was contacted and arrested for the brandishing. During a search, he was found in possession of drug paraphernalia. He was booked at the Indio Jail. Y19 297 0029

2059 hours: **Domestic Violence Arrest** - Coachella deputies responded to the 84000 block of Capitola Avenue reference a domestic violence incident. A female was arrested for felony domestic violence and booked at the Indio Jail. Y19 297 0051

October 25, 2019

1250 hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop on Grapefruit Blvd and Ave 49. The driver had an outstanding warrant for resisting arrest. He was arrested and booked into the Indio Jail. Y19 298 0036

October 26, 2019

1318 hours: **Felony Battery Investigation** – Coachella deputies responded to the Coachella Library, located at the 1500 block of 6th Street, regarding a battery. The reporting party stated a subject assaulted the library's security guard. He sustained a broken nose, cuts to hands/knees, and desired prosecution against the suspect, who was not located. The investigation indicated the battery was a mutual combat. The investigation is ongoing. Y19 299 0026

1549 hours: **Overdose Investigation** – Coachella deputies responded to Cardenas, located at the 50000 block of Cesar Chavez St. regarding an overdose. Deputies located an unresponsive male who was not breathing, his face was blue, and he had a low pulse. Deputies provided two applications of Narcan. The male coughed, began to breath, and deputies felt his pulse increase. The male was transported to JFK as a precaution. Y19 299 0034

2311 hours: **DUI Traffic Collision Arrest** – Coachella deputies responded to a single-car traffic collision at Avenue 50 and Calhoun St. Alcohol was a factor in the collision. The female driver was arrested and booked for DUI. City damage to palm tree and sign. Y19 299 0055

October 27, 2019

1128 hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check at in the area of Tripoli Way and Bagdad Avenue. A male was arrested for a violation of court order warrant. He was booked into the jail. Y19 300 0025

October 28, 2019

0950 hours: **Armed Robbery/Assault with a Deadly Weapon Arrest** – The Coachella Community Action Team, with the assistance of the La Quinta Special Enforcement Team, Southern Coachella Valley Community Services District Team and Riverside County Sheriff's Department S.W.AT. served several search warrants related to an armed robbery and shooting that occurred in the month of July, within the city of Coachella. During the service of the search warrants two adult males were arrested for robbery and conspiracy. A 16-year-old juvenile was arrested for robbery, conspiracy and assault with a deadly weapon. One adult male and the juvenile were booked at Indio Juvenile Hall and the second adult male was booked at Indio Jail. Y19 211 0044

2028 hours: **Trespassing/Drug Paraphernalia Arrest** - Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Blvd. regarding a trespassing. A male was arrested for trespassing and possession of drug paraphernalia. The male was booked into the Indio Jail. Y19 301 0053

October 29, 2019

1145 hours: **Felony Warrant Arrest** – Coachella deputies conducted a vehicle stop on Cesar Chavez St. and 1st St. The driver and passenger were arrested for felony warrants. They were both booked into the jail. Y19 302 0023

1817 hours: **Trespassing/Drug Paraphernalia Arrest** - Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Blvd. regarding a trespassing. A male was arrested for trespassing and possession of narcotics. The male was booked into the Indio Jail. Y19 302 0045

1843 hours: **Under the Influence of a Controlled Substance Arrest** - Coachella deputies contacted a male at AMPM, located at the 48000 block of Grapefruit Blvd. The male was arrested for being under the influence of a controlled substance. The male was booked into the Indio Jail. Y19 302 0046

2035 hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at 6th St and Orchard St. A male was arrested for a domestic violence warrant. He was booked at the Indio Jail. Y19 302 0057

2207 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a vehicle check at Rancho Las Flores Park. A female was arrested for several drug warrants. A male was arrested for possession of methamphetamine and drug warrants. Both were booked at Indio Jail. Y19 302 0061

2247 hours: **Criminal Threats Investigation** – Coachella deputies responded to the 53000 block of Tyler Street regarding a disturbance. Investigation revealed criminal threats had been made by a male to his neighbors. Deputies attempted to contact the male and he ran. A stolen handgun, a magazine, ammunition and narcotics were located. The investigation is ongoing. Y19 302 0068

2343 hours: **Trespassing/Drug Paraphernalia Arrest** - Coachella deputies responded to AMPM, located at the 48000 block of Grapefruit Blvd. regarding a trespassing. A male was arrested for trespassing and possession of drug paraphernalia. The male was booked into the Indio Jail. Y19 302 0071

October 30, 2019

1755 hours: **Drug Possession Arrest** – CCAT deputies conducted a vehicle stop at Cairo St and Shady Ln. A male was arrested for possession of methamphetamine and drug paraphernalia. H was booked at Indio Jail. Y19 303 0032

1856 hours: **Weapon Arrest** – CCAT deputies conducted a traffic stop at Palm St and 2nd Street. The driver was arrested for possession of a tear gas weapon and altering a tear gas weapon. He was booked at Indio Jail. Y19 303 0034

October 31, 2019

2142 hours: **Shooting at an Unoccupied Vehicle Investigation** – Coachella deputies responded to the 84000 block of Bagdad Avenue regarding a subject shooting at an unoccupied vehicle. The vehicle sustained four bullet holes. Numerous casings were located at the scene and the victims identified a male as a possible suspect. Deputies attempted to contact the male but were unable to locate him. The investigation is ongoing. Y19 304 0062

2356 hours: **Drug Possession Arrest** – Coachella deputies conducted a pedestrian check in the area of Cairo St and Cesar Chavez St. A female was arrested for possession of methamphetamine and booked at Indio Jail. Y19 304 0066

November 1, 2019

0917 hours: **Possession of Heroin Arrest** – Coachella deputies conducted a pedestrian check at the 49000 block of Cesar Chavez St. A male was arrested for possession of heroin. He was booked at Indio Jail. Y19 305 0015

1550 hours: **Possession of Methamphetamine/Parole Violation Arrest** – Coachella deputies responded to a disturbance at Gateway Center Dr. and Grapefruit Blvd. A male was arrested for possession of methamphetamine and a parole violation. The male was booked at Indio Jail. Y19 305 0034

November 3, 2019

0920 hours: **Felony Warrant Arrest** – Coachella deputies conducted a pedestrian check in the area of Avenue 50 and Cesar Chavez St. A male was arrested for a felony vehicle theft warrant. He was booked at Indio Jail. Y19 307 0026

November 4, 2019

1717 hours: **Shooting at an Inhabited Dwelling Arrest** – Coachella deputies responded to the 51000 block of Calle Avila regarding two vehicles hit by approximately 7 rounds. Deputies located approximately 11 spent shell casing in the street. No victims were located during the investigation. The investigation is ongoing. Y19 308 0032

1954 hours: **Assault with a Deadly Weapon Investigation** – Coachella deputies responded to the 52000 block of Tripoli Way regarding multiple shots fired in the area. A female called reporting her house had been hit by several bullets. Deputies arrived to find three vehicles and one residence struck with bullets. No persons were injured. The suspects left the location prior to deputies' arrival. The investigation is ongoing. Y19 308 0040

November 5, 2019

1638 hours: **Search Warrant Service** – CCAT served a search warrant at the 85000 block of Cairo Street. The warrant stemmed from a shooting that occurred on October 31, 2019. A male was arrested for shooting at a vehicle and booked at Indio Jail. Y19 304 0062

November 6, 2019

1330 hours: **Domestic Violence Investigation** – Coachella deputies responded to the 49000 block of Cesar Chavez St. regarding a domestic violence incident. A male strangulated his wife in front of their children. The suspect is still outstanding. The investigation is ongoing. Y19 310 0026

2000 hours: **Possession of Methamphetamine/Warrant Arrest** - CCAT deputies conducted a pedestrian check at Avenue 48 and Grapefruit. A male was arrested for several warrants and possession of methamphetamine. He was booked at Indio Jail. Y19 310 0044

2036 hours: **Trespassing/Possession of Drug Paraphernalia:** Coachella deputies conducted a pedestrian check in the 48000 block of Grapefruit Boulevard. A male was contacted and arrested for trespassing at the location and possession of drug paraphernalia. The male was booked at the Indio Jail. Y19 310 0045

2333 hours: **Public Intoxication Arrest** – Coachella deputies located and arrested a male for public intoxication while at the 45000 block of Dillon Road. He was booked at the Indio Jail. Y19 310 0055

November 7, 2019

1103 hours: **Forgery Arrest** – Coachella deputies conducted follow-up investigation to a fraud that occurred in the 48000 block of Grapefruit Boulevard. A male was contacted in 84000 block of Leyte Avenue and was arrested for forgery and attempting to cash a stolen check. He was later booked at the Indio Jail. Y19 302 0038

November 8, 2019

2044 hours: **Warrant Arrest/Drug Possession Arrest** – CCAT deputies conducted a vehicle check at Date Avenue and 6th Street. One male in the vehicle was arrested for possession of methamphetamine and drug paraphernalia. An additional male was arrested for a felony DUI warrant, possession of a controlled substance and felony violation of probation. Both subjects were booked at the Indio Jail. Y19 312 0061

2315 hours: **Warrant Arrest/Drug Possession Arrest** – Coachella deputies arrested a man for a narcotics and vehicle evading warrant during a traffic stop at Avenue 52 and Tripoli Way. The man was also found to be in possession of two baggies of methamphetamine and drug paraphernalia. The man was later booked at the Indio Jail. Y19 312 0070

November 9, 2019

0056 hours: **Warrant Arrest** – Coachella deputies arrested a man for five narcotic warrants and one possession of a firearm warrant during a pedestrian check at Cesar Chavez and Avenue 50. He was then booked at the Indio Jail. Y19 313 0005

November 10, 2019

0042 hours: **DUI Arrest** – Coachella deputies responded to a single vehicle rollover at Avenue 49 and Grapefruit Blvd. The driver of the vehicle was determined to be impaired and arrested for DUI and booked at the Indio Jail. Y19 314 0004

1818 hours: **DUI Arrest** – Coachella deputies responded to Cesar Chavez and Ave 53 regarding a hit and run traffic collision. The runaway vehicle was located, and the driver was determined to be driving impaired then subsequently booked at the Indio Jail. Y19 314 0042

November 12, 2019

1510 hours: **Warrant Arrest/Drug Possession Arrest** – CCAT deputies conducted a pedestrian check at Avenue 48 and Dillon Road. A male was arrested for outstanding drug warrants and possession of methamphetamine and booked at the Indio Jail. Y19 316 0034

2000 hours: **Warrant Arrest/Drug Possession Arrest** – Coachella deputies contacted a male on Jackson Street and Avenue 48. He was arrested for outstanding warrants and possession of drugs and booked at the Indio Jail. Y19 316 0063

November 13, 2019

2000 hours: **Restraining Order Violation/Vehicle Pursuit/Resisting/Felony DUI Arrest** – Deputies responded to the area of Laguna Lane and Capitola Avenue regarding a restraining order violation. The victim stated her husband was extremely intoxicated and following her throughout the city against a served restraining order. Deputies located the male driving his vehicle and attempted a traffic stop. The male fled and a pursuit was initiated. The pursuit ended in the area of Grapefruit Boulevard and Avenue 49 when the male collided with an uninvolved motorist. The male resisted deputies when they attempted to take him into custody. The male was booked into the Indio Jail. Y19 317 0054

November 14, 2019

1456 hours: **Trespassing/Resisting Arrest** - Coachella deputies conducted a contacted a female subject in the 89000 Block of Vista Del Norte. She was arrested for trespassing at the location and resisting arrest. Booked at the Indio Jail. Y19 318 0035

1503 hours: **Suspicious Circumstances** – Coachella deputies responded to Coachella Valley High School regarding graffiti to a bathroom wall; the graffiti read “School shooting 11-15-19”

and was written in yellow chalk. After a thorough investigation, it was determined there was no other indicator of threats to the school. Y19 318 0036

November 15, 2019

1616 hours: **Warrant Arrest/Possession of a Narcotic for Sale** – CCAT deputies conducted a pedestrian check at Cesar Chavez and 6th Street. After a foot pursuit, a male subject was arrested for a parolee at large warrant and possession of heroin for sale. Booked at the Indio Jail. Y19 319 0057

1903 hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at Tripoli and Avenue 52 where a male subject was arrested for a parolee at large warrant and booked. Y19 319 0072

November 16, 2019

0347 hours: **Negligent Discharge of a Firearm/Possession of Cocaine for Sales Arrest** – Coachella deputies responded to the area of Shady Lane and Stacie Lane regarding CHP hearing shots fired in the area. Deputies located a sedan doing “donuts” in the intersection. A traffic stop was conducted, and a male subject was found to be in possession of a loaded handgun, as well as a large amount of cocaine. The man was arrested and booked for possession of a loaded firearm, possession of a loaded firearm with narcotics, possession of cocaine for sale, DUI, and negligent discharge of a firearm. Y19 320 0005

November 17, 2019

0135 hours: **Warrant Arrest** – Coachella deputies responded to the 49000 block of Grapefruit Boulevard regarding a domestic disturbance. Investigation revealed no domestic violence crime occurred; however, the male half showed to have a felony no bail narcotic warrant out of San Bernardino. He was arrested and booked at the Indio Jail. Y19 321 0007

0205 hours: **Drug Arrest** – Coachella deputies received a call of three male subjects looking into vehicles in the area of 4th Street and Palm Avenue. The subjects were contacted by deputies and one subject was arrested for possession of methamphetamine and another for possession of drug paraphernalia. Y19 321 0009

2030 hours: **Domestic Violence Arrest** – Coachella deputies arrested a male subject for domestic violence at the 86000 block of Ortiz Street. Y19 321 0055

November 18, 2019

1151 hours: **Under the Influence of a Controlled Substance/Violation of Probation Arrest:** Coachella deputies conducted a pedestrian check in the area of Cielo Victoria and Ave 48 in Coachella. A male was arrested for being under the influence of a narcotic and violation of probation. He was booked. Y19 322 0026

November 20, 2019

2133 hours: **Trespassing Arrest** – Coachella Deputies responded to the 48000 block of Grapefruit Boulevard and arrested a male subject for trespassing. He was booked at the Indio Jail. Y19 324 0049

November 21, 2019

0500 hours: **Gang Association Search Warrant** – GTF, along with CCAT, conducted a large-scale gang association search warrant on Varrio Coachella Rifa. The operation included multiple service teams and RSD SWAT. As a result, 22 suspects were arrested on various charges and 8 firearms, approximately 3 lbs of methamphetamine, and a marijuana grow were seized.

1154 hours: **Assault with a Deadly Weapon** – Coachella deputies responded to the area of 2nd Street and Vine Ave regarding a shooting. Investigation revealed the suspects shot at the occupants of a residence. During the incident, two occupants of the residence returned fire at the suspect's vehicle and they were arrested on scene. A search warrant for the residence was authored and two firearms were recovered. The suspect vehicle is still outstanding. Y19 325 0017

2011 hours: **Warrant Arrest** – Coachella deputies responded to the 84000 block of Redondo Norte and arrested a male subject for a no bail parole violation warrant. He was booked at the Indio Jail. Y19 325 0032

November 22, 2019

2005 hours: **Marijuana for Sales/Resisting Arrest** – While working an ABC undercover operation, CCAT deputies conducted a pedestrian check in the area of Avenue 52 and Cesar Chavez. A 17-year-old juvenile was arrested for possession of marijuana for sales and a 15-year-old juvenile was arrested for resisting arrest after struggling with deputies. The 15-year-old was booked at juvenile hall after an ok to book and the 17-year-old was released to his parents. Both juveniles had been drinking. Y19 326 0036

2127 hours: **Petty Theft Arrest** – While working an ABC undercover operation, CCAT deputies observed a beer run in the 51000 block of Cesar Chavez. After the suspects ran from the location, deputies caught three of the four juveniles and recovered the beer. A 16-year-old juvenile will have charges filed for the theft. All were released to their parents. Y19 326 0031

November 23, 2019

0035 hours: **Driving Under the Influence Arrest** – Coachella deputies arrested a male subject for driving under the influence after conducting a traffic stop in the 50000 block of Cesar Chavez Street. The male subject had a blood alcohol content of .25 and was booked at the Indio Jail. Y19 327 0002

2335 hours: **Public Nuisance Arrest** – Coachella deputies arrested a male subject for urinating on the wall of a business in the 48000 block of Avenue 48. Booked at Indio Jail. Y19 357 0061
November 24, 2019

0020 hours: **Resisting Arrest** – Coachella deputies responded to 50000 block of Calle Mendoza regarding a family disturbance. A female subject broke into the residence which belonged to a family friend. When deputies arrived, she locked herself inside of a bedroom. Deputies were able to gain access to the bedroom and the female struggled when she was being detained. She was arrested and booked at the Indio Jail. Y19 328 0005

0242 hours: **Possession of a Stolen Vehicle** – Coachella deputies responded to the 51000 block of Lorenza Lane regarding the victim tracking his stolen vehicle at the location via Bluetooth. The vehicle was located, and a male subject was arrested for possession of a stolen vehicle and vehicle theft. He was booked at the Indio Jail. Y19 328 0012

0250 hours: **Possession of a Controlled Substance Arrest** – During the above incident, a male subject was contacted at the location. He was arrested for possession of methamphetamine and probation violation. Y19 328 0016

November 25, 2019

1340 hours: **Warrant Arrest** – CCAT deputies conducted a warrant service in the 1500 block of 3rd Street. A male subject was arrested for multiple felony warrants and booked at Indio Jail. Y19 329 0019

1610 hours: **Possession of Drug Paraphernalia** – CCAT deputies conducted a bike stop at Grapefruit and Avenue 49. A male subject was arrested for possession of drug paraphernalia. Y19 329 0028

1630 hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at Cypress Street and Avenue 52. A male subject was arrested for a felony Assault on a Peace Officer warrant and booked. Y19 329 0029.

1707 hours: **Possession of a Drug Paraphernalia/Violation of Probation Arrest** – CCAT deputies conducted a traffic stop at Date Ave and 6th Street. A male subject was arrested for possession of drug paraphernalia and felony violation of probation. Booked at the Indio Jail. Y19 329 0033

November 26, 2019

0037 hours: **Warrant Arrest** – Coachella deputies conducted a pedestrian check in the 48000 block of Grapefruit Boulevard and arrested a female subject for a felony forgery warrant. Y19 330 0004

0118 hours: **Drug Paraphernalia Arrest** – Coachella deputies arrested a male subject for possession of drug paraphernalia in the 47000 block of Dillon Road during a pedestrian check. Y19 330 0002

1929 hours: **Driving Under the Influence** – Coachella deputies conducted a traffic stop in the area of Grapefruit Boulevard and 9th Street and arrested a male subject for DUI. His blood alcohol content was .15 and he was booked at the Indio Jail. Y19 330 0035

November 27, 2019

1645 hours: **Warrant Arrest/Violation of Gang Injunction** – CCAT deputies conducted a bike stop at Shady Lane and Avenue 52 after recognizing a male subject who had a felony warrant. After a foot pursuit, he was arrested for his outstanding warrant and charged with violation of the gang injunction. Y19 331 0032

1720 hours: **Warrant Arrest** – CCAT deputies conducted a traffic stop at 6th Street and Vine and a male subject was arrested for a felony DUI warrant and booked. Y19 331 0039

1959 hours: **Warrant Arrest/Possession of a Switchblade/Possession of Methamphetamine** – CCAT deputies conducted a bike stop at Grapefruit and 1st Street. A male subject was arrested for warrants, possession of a switchblade and possession of methamphetamine. Y19 331 0044

2016 hours: **Warrant Arrest/Possession of Methamphetamine** – CCAT deputies conducted a pedestrian check at Palm and 6th Street and contacted two male subjects. One of the males was arrested for outstanding warrants, possession of methamphetamine and paraphernalia. The other was arrested for an outstanding domestic violence warrant. Y19 331 0046

November 28, 2019

0232 hours: **Robbery Arrest** – Coachella deputies responded to the 46000 block of Dillon Rd, regarding an armed robbery. The victim stated an unknown male took the victim's wallet from his back pocket. Coachella deputies located a license plate to the vehicle from a nearby business's surveillance footage and located the vehicle at a residence in Indio. Units responded to the residence and conducted a surround and call out. One of the occupants of the residence was identified as the suspect in the robbery and arrested. Y19 322 0009

1905 hours: **Warrant Arrest / Stolen Vehicle Recovery** – Coachella deputies responded to a traffic collision at Avenue 52 and Tripoli Way. One of the involved drivers fled the area on foot and was located a short distance away. She was arrested for two felony theft warrants and booked. The vehicle she was found to be stolen and charges were added. Y19 332 0044

2122 hours: **Driving Under the Influence Arrest** – Coachella deputies responded to the 84000 Rosal regarding a reported DUI driver. The driver was located and was arrested and booked for DUI with a .25 blood alcohol content. Y19 332 0052

2042 hours: **Driving Under Influence Arrest** – Coachella deputies witnessed a vehicle almost collide with a patrol vehicle blocking traffic. The driver was DUI after an investigation. Y19 332 0056

November 29, 2019

1515 hours: **Under the Influence Controlled Substance** – Coachella deputies arrested and booked a male subject for being under the influence of a controlled substance after a pedestrian check was conducted at Avenue 53 and Tyler. Y19 333 0024

December 2, 2019

1218 hours: **Possession of Drug Paraphernalia/Under the Influence of a Controlled Substance Arrest** – CCAT deputies conducted a pedestrian check at Grapefruit and Mitchel. A male subject was arrested for being under the influence and possession of drug paraphernalia. Y19 336 0021

1301 hours: **Under the Influence of a Controlled Substance Arrest** – CCAT deputies conducted a pedestrian check at Grapefruit and Hill. A male subject was arrested for being under the influence. Y19 336 0020

1616 hours: **Possession of Heroin/Violation of Probation Arrest** – CCAT deputies conducted a bike stop at 6th and Date. A male subject was arrested for possession of heroin and violation of felony probation. Y19 336 0030

December 3, 2019

0030 hours: **Driving Under the Influence Arrest** – Coachella deputies arrested a male subject for driving under the influence of drugs after he attempted to flee from a traffic collision in the area Avenida Adobe and Avenue 51. Y19 337 0002

1725 hours: **Warrant Arrest** – CCAT deputies conducted a pedestrian check at 6th Street and Date. A male subject was arrested for a parolee at large warrant and booked. Y19 337 0047

December 4, 2019

1133 hours: **Warrant Arrest** – Coachella deputies conducted an occupied vehicle check at Vista del Sur and Camp Ct. A male subject was arrested for an outstanding narcotic warrant as well as a hit and run warrant. Y19 338 0019

Holiday Parade – The City of Coachella hosted its annual Holiday Parade in the downtown area of the city. Over 4000 citizens attended the parade which consisted of over 30 floats and other activities.



December 5, 2019

1405 hours: **Possession of Drug Paraphernalia/Under the Influence Arrest** – CCAT deputies conducted a pedestrian check at Cesar Chavez and Avenue 51. A male subject was arrested for being under the influence of a controlled substance and possession of drug paraphernalia. Y19 339 0016

1548 hours: **Possession of Methamphetamine/Warrant Arrest** – CCAT deputies conducted a vehicle check in the 52000 block of Cesar Chavez and arrested a male subject for an outstanding warrant and possession of 5.3g of methamphetamine. Y19 339 0024

2053 hours: **Possession of Methamphetamine/Drug Paraphernalia** – Coachella deputies responded to the 48000 block of Grapefruit Boulevard regarding the report of a suspicious person. A male subject was contacted and arrested for possession of methamphetamine and drug paraphernalia. Y19 339 0040

December 6, 2019

0014 hours: **Driving Under the Influence/Weapon Arrest** – Coachella deputies conducted a traffic stop at Van Buren and Avenue 51 and determined the male driving the vehicle was driving under the influence. The driver was also found to be in possession of a 9mm handgun. Y19 340 0002

December 7, 2019

0706 hours: **Driving Under the Influence/Weapon Arrest** – Coachella deputies responded to Cairo Ave and Shady Lane regarding a suspicious vehicle. A male subject was contacted and determined to be driving under the influence. During a subsequent search of the man's vehicle, an illegal throwing knife was located. Y19 341 0021

1330 hours: **Public Intoxication Arrest** – Coachella deputies responded to Avenue 54 and Van Buren and contacted a male subject who was subsequently arrested for public intoxication. Y19 341 0036

1855 hours: **Felony Vandalism/Witness Intimidation Arrest** – Coachella deputies responded to the 84000 block of Bagdad Avenue regarding the report of a vandalism. A male subject was reported to have smashed the victim's windshield with a baseball bat. He also called the victim a "Rat" due to being arrested in October for a similar incident. The male suspect was later located and was ultimately booked for felony vandalism, witness intimidation, and committing a felony while out on bail. Y19 341 0048

2051 hours: **Domestic Violence Arrest** – Coachella deputies responded to the 85000 block of Hill Drive regarding the report of a domestic violence. It was determined a male subject assaulted his wife and she sustained a laceration to her lip and scratches to her arm. He was arrested and booked at the Indio Jail. Y19 341 0056

2132 hours: **Assault with a Deadly Weapon/Child Endangerment Arrest** – Coachella deputies responded to 85000 block of Cairo Avenue regarding two small children calling 911 and stating their father was attacking their mother. One of the children jumped out of the residences window when the father armed himself with a knife. Deputies arrived and arrested a male subject after investigation revealed he assaulted his wife and held a knife to her throat; however, she did not sustain injuries. The male subject was booked for assault with a deadly weapon, domestic violence, child endangerment, and committing a felony while out on bail. A bail enhancement was also granted. Y19 341 0060

December 8, 2019

0303 hours: **Burglary/Vandalism Arrest** – Coachella deputies responded to the 52000 block of Cesar Chavez regarding a subject actively breaking into a residence. A male subject was located and ran from deputies as they arrived at the location. A perimeter was set, and the male was taken into custody without incident. Investigation revealed the male subject made partial entry into the residence through the rear window; however, was unable to fit through the window. He then entered two unlock vehicles on premises, damaging one of them. He was arrested and booked at the Indio Jail. Y19 342 0010

December 9, 2019

1055 Hours: **Vehicle Theft Arrest** – Coachella deputies located an occupied stolen Dodge truck traveling on Dillon Road and Vista Del Norte. A female suspect was contacted inside the

vehicle. She was arrested for possession of a stolen vehicle and drugs. She was booked into the county jail in Indio. Y19 343 0012

2227 hours: **Arson Arrest** – Coachella deputies responded to the area of Vista Del Norte and Dillon Road regarding a transient lighting a dumpster on fire. A male subject was contacted and arrested for arson. Y19 343 0039

December 10, 2019

0030 hours: **Warrant Arrest** – Coachella deputies responded to the 50000 block of Cesar Chavez and arrested a male subject for outstanding warrants. Y19 344 0001

1200 hours: **Possession of a Stolen Vehicle Arrest** – Coachella deputies conducted a vehicle stop at Ave 52 and Jennifer Way and contacted the driver of the vehicle. A computer check revealed the vehicle was reported as stolen out of the city of Indio. The male was taken into custody and booked into the Indio Jail. Y19 344 0035

1455 hours: **Possession of Methamphetamine/Warrant Arrest** – CCAT deputies conducted a vehicle stop at Avenue 48 and Luzon. A male subject was contacted inside the vehicle and was arrested for possession of methamphetamine and an outstanding narcotics warrant. Y19 344 0040

1530 hours: **Under the Influence of a Controlled Substance/Warrant Arrest** – CCAT deputies conducted a pedestrian check at Avenue 50 and Cesar Chavez and contacted a male subject who was acting erratically. The male was arrested for being under the influence of a controlled substance and an outstanding narcotics warrant. Y19 344 0042

December 11, 2019

1008 hours: **Possession of Methamphetamine for Sale/Violation of Probation Arrest** – CCAT deputies conducted a vehicle stop at Dillon Road and Avenue 48. A male subject was contacted in the vehicle and subsequently arrested for possession of 27 grams of methamphetamine for sales and violation of probation. Y19 345 0020

1636 hours: **Felon Possessing Ammo/Methamphetamine/Violation of Parole** – CCAT deputies conducted a pedestrian check on Tyler Street and Ave 53. A male subject on CDCR parole was arrested for possessing methamphetamine and ammunition. Y19 345 0034

1930 hours: **Warrant Arrest** – Coachella deputies arrested a male subject for six outstanding warrants at the corner of Avenue 48 and Grapefruit Boulevard. He was found with methamphetamine, heroin, and a syringe. Y19 345 0047

December 12, 2019

1423 hours: **Possession of Methamphetamine/Drug Paraphernalia** – Coachella deputies contacted a male for jaywalking near the 48000 block of Grapefruit Blvd. The male was arrested

for possession of methamphetamine and drug paraphernalia. He was booked at the jail. Y19 346
0023

1423 hours: **Driving Under the Influence Arrest** – Coachella deputies conducted a traffic stop on Tyler Street and Avenue 54. The male driver was found to have blood alcohol content of .15. He was arrested and booked at Indio Jail. Y19 346 0023

2000 hours: **Driving Under the Influence Arrest** – Coachella deputies responded to a single vehicle traffic collision. A male was arrested for driving under the influence of alcohol, blood alcohol content .217. Y19 346 0023

2314 hours: **Negligent Discharge of a Firearm Investigation** – Coachella deputies responded to the area of 4th Street and Palm Avenue regarding a report of approximately 4 to 5-gun shots heard in the area. Deputies arrived and located approximately three 9mm spent shell casings on Palm Avenue north of 4th street. No injuries were reported or located during a canvass by deputies. Video showed a white SUV traveling northbound on Palm Avenue when the passenger discharged a firearm into the air just north of 4th Street. The casings were collected and submitted for a latent print search. The investigation is ongoing. Y19 346 0058

December 13, 2019

0202 hours: **DUI/Pursuit Arrest** – Coachella deputies observed a black BMW 335 driving northbound on Cesar Chavez from Avenue 52. The vehicle was swerving all over the roadway. Deputies suspected the driver was DUI and attempted a traffic stop. The vehicle accelerated northbound on Cesar Chavez and failed to yield. The vehicle was traveling at approximately 100 mph and running traffic lights. A pursuit was initiated and went through the city of Indio and into the city of Palm Desert. The pursuit ended at the dead end of Cook Street north of the I10 when the suspect vehicle came to a stop. The suspects were taken into custody without incident. It was learned the suspects had committed two beer runs at AMPM, located at the 48000 block of Grapefruit Boulevard. The suspects booked at Juvenile Hall for felony evading, DUI, and shoplifting. Y19 347 0004

2214 hours: **Assault with a Deadly Weapon/Brandishing Arrest** – Coachella deputies responded to the 46000 block of Dillon Road regarding a 17-year-old juvenile at the location who assaulted security. Investigation revealed the suspect attempted to take items from a customer; however, security intervened and stopped the subject. The juvenile then brandished two screw drivers at the security officers. The juvenile discarded the screwdrivers and struck one of the security officers in the head with a chair. The juvenile was located outside of the location and arrested for brandishing the screw drivers and assault with a deadly weapon. Y19 347 0060

2233 hours: **Warrant Arrest** – While working an Office of Traffic Safety operation, Coachella deputies conducted a traffic stop at Grapefruit Blvd and Avenue 48. A male was arrested for a domestic violence and contempt of court warrant. He was booked at Indio Jail. Y19 347 0062

2358 hours: **DUI Arrest** – While working an Office of Traffic Safety operation, Coachella deputies conducted a traffic stop at Grapefruit Blvd and Gateway Center. A male was arrested for driving under the influence of alcohol, blood alcohol content .14. He was booked at Indio Jail. Y19 347 0067

December 14, 2019

2355 hours: **Domestic Violence Arrest** – Coachella deputies responded to the 84000 block of Avenue 52 regarding a domestic violence incident. A male was arrested for punching his wife in the face which caused injury to her nose. An Emergency Protection Order was granted, and the male was booked into Indio Jail. Y19 348 0067

December 15, 2019

0017 hours: **DUI/Hit and Run Arrest** – Coachella deputies responded to East Sienna and North Sienna regarding a hit and run. Investigation revealed both drivers were driving under the influence of alcohol. One of the drivers also attempted to leave the scene. Both were arrested and booked at the Indio Jail. Y19 349 0001

0025 hours: **Possession of a Loaded Arrest** – Coachella deputies conducted a traffic stop at Chichen Itza and San Ignacio. The driver was arrested when deputies located a loaded 9mm handgun inside of his vehicle. He was booked at Indio Jail. Y19 349 0007

0025 hours: **Assault with a Deadly Weapon/Criminal Threats Arrest** – Coachella deputies responded to the 85000 block of Diego Court regarding brothers fighting. One male was arrested after he attacked his brother and pulled out a knife, which was wrestled away. He also told the brother he was going to kill him. He was booked at Indio Jail. Y19 349 0006

December 16, 2019

1152 hours: **Warrant/Controlled Substance in the Jail Arrest** – Coachella deputies conducted a pedestrian check at AMPM, located at the 48000 block of Grapefruit Blvd. A female was arrested for battery and drug warrants. A male was arrested for drug and trespassing warrants, plus possession of drug paraphernalia. While at the Indio Jail, staff located methamphetamine and heroin inside the male's sock. Charges for smuggling a controlled substance into the jail were added. Both were booked into the jail. Y19 350 0017 / 18

2136 hours: **Warrant Arrest** – Coachella deputies arrested a male for two drug and two theft warrants during a pedestrian check in the area of Cesar Chavez Street and Avenue 50. Y19 350 0039

December 17, 2019

1015 hours: **Felony Warrant Arrest** – CCAT deputies conducted a pedestrian check in the area of Avenue 50 and Oates Lane. A male was arrested for a felony parole violation warrant after a brief foot pursuit. He was booked at Indio Jail. Y19 351 0015

1440 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a pedestrian check in the area of Avenue 50 and Cesar Chavez St. A male was arrested for drug warrants and possession of heroin. He was booked at Indio Jail. Y19 351 0025/26

1455 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a property check in the 85000 block of Bagdad Avenue. A male was arrested for drug warrants and possession of heroin. He was booked at Indio Jail. Y19 351 0028/29

1551 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a vehicle stop in the area of Frederick and Avenue 51. The driver was arrested for providing false ID to a peace officer warrant and possession of cocaine. He was booked at Indio Jail. Y19 351 0032/33

December 18, 2019

2140 hours: **Drug Possession Arrest** – Coachella deputies conducted a pedestrian check in the 50000 block of Cesar Chavez St. A male was arrested for drug possession. He was booked at Indio Jail. Y19 352 0042

December 19, 2019

0032 hours: **DUI/Public Intoxication Arrest** – Coachella deputies responded to the area of Avenue 52 and Calle Avila and were almost collided with as a vehicle was driving recklessly. The vehicle fled in the dirt area at the corner of Calle Avila and Avenue 52, almost striking a parked vehicle. The vehicle parked on Calle Avila and a subject fled from the vehicle into a residence. The driver was arrested for DUI and reckless driving. The passenger was intoxicated and unable to care for his safety. Both were booked at Indio Jail. Y19 353 0001

1506 hours: **Felony Warrant Arrest** – CCAT deputies conducted a vehicle stop in the area of Grapefruit Blvd and Avenue 54. The driver was arrested for a felony domestic violence warrant and a parolee at large warrant. He was booked into Indio Jail. Y19 353 0034

1655 hours: **Drug Possession Arrest** – CCAT deputies conducted a bicycle stop in the area of Calle Verde and Cesar Chavez St. A male was arrested for possession of methamphetamine. He was booked into Indio Jail. Y19 353 0040

CCAT conducted an ABC UC/Enforcement operation at AMPM, located at the 48000 block of Grapefruit Blvd. The following arrests were made during the operation:

1853 hours: **Drug Possession/Warrant Arrest** – A male was found injecting heroin at Tower Market located at Avenue 48 and Grapefruit. The male was booked for possession of heroin and a drug warrant. C19 353 0031, 34

1940 hours: **Vandalism Arrest** – A male was witnessed vandalizing a sign by tagging at AMPM. He was arrested and booked at Indio Jail. Y19 353 0048

2144 hours: **Open Container/Public Intoxication Arrest** – A male was arrested for public intoxication and a second male was cited for an open alcohol container. The first male was booked at Indio Jail. Y19 353 0050, 53

December 21, 2019

0129 hours: **Reckless Driving Arrest** – Coachella deputies arrested a male for reckless driving in the area of Avenue 52 and Cesar Chavez St. He was booked into Indio Jail. Y19 355 0004

0222 hours: **DUI Arrest** – Coachella deputies conducted an occupied vehicle check at AMPM, located at the 48000 block of Grapefruit Blvd. A male was arrested for possession of drug paraphernalia. He was booked into Indio Jail. Y19 355 0008

0330 hours: **Drug Possession Arrest** – Coachella deputies arrested a male for DUI in the area of Grapefruit Blvd and Cesar Chavez St. The male had an alcohol blood content of .21. He was booked into Indio Jail. Y19 355 0009

1848 hours: **DUI Arrest** – Coachella deputies conducted a traffic stop on Grapefruit Blvd and Avenue 49. The driver was arrested for DUI. The male had an alcohol blood content of .18. He was booked into Indio Jail. Y19 355 0037

December 22, 2019

0045 hours: **Robbery/Assault with a Deadly Weapon Arrest** – Coachella deputies located a vehicle in the area of Suncrest St and Sundown Ln which was used in a robbery and assault with deadly weapon incident on 11/28/2019. A male passenger was identified as one of the suspects and he was arrested. He was booked into Indio Jail. Y19 332 0009

2050 hours: **DUI Arrest** – Coachella deputies arrested a male for DUI in the 50000 block of Cesar Chavez St. He was booked into Indio Jail. Y19 356 0054

December 24, 2019

0045 hours: **Robbery Investigation** – Coachella deputies responded to the Del Taco, located at the 52000 block of Cesar Chavez St. Investigation revealed three males entered the business and two of them demanded money while producing handguns. The suspects fled the location prior to deputies' arrival. The investigation is ongoing. Y19 358 0002

0417 hours: **Petty Theft/Resisting Arrest** – Coachella deputies responded to the 84000 block of Magnolia Street. Two juvenile suspects entered the victim's unlocked vehicle and stole her purse and a blanket. Deputies located the juveniles and recovered her property. However, during the arrest, a male juvenile resisted deputies. The male juvenile was arrested and booked into Indio Juvenile Hall. Y19 358 0008, 09

December 27, 2019

0200 hours: **DUI Arrest** – Coachella deputies conducted a traffic stop on Las Flores Avenue and Tyler St. The driver was arrested for DUI. The male had an alcohol blood content of .14. He was booked into Indio Jail. Y19 361 0001

1848 hours: **Warrant Arrest** – Coachella deputies responded to the 85000 block of Cairo Avenue for a check the welfare call. A male was arrested for a domestic violence and DUI warrant. He was booked into Indio Jail. Y19 361 0025

2317 hours: **Drug Possession/Resist/Parole Violation Arrest** – Coachella deputies conducted a bicycle stop at Calle Camacho and Calle Verde. A documented VCR gang member refused to stop and ran into a rear yard in the 52000 block of Calle Camacho. The male was located in the rear yard of the residence and was arrested for resisting arrest, possession of drug paraphernalia, and violation of parole. He was booked at Indio Jail. Y19 361 0049

December 28, 2019

0206 hours: **DUI Arrest** – Coachella deputies conducted a traffic stop in the area of Tyler St and Avenue 50. The driver was arrested for DUI with a blood alcohol content of .20. He was booked into Indio Jail. Y19 362 0004

1401 hours: **Felony Warrant/Weapon Arrest** – CCAT deputies conducted a pedestrian check in front of Subway, located at the 49000 block of Cesar Chavez St. A male was arrested for a felony probation warrant and possessing a large concealed dagger. He was booked into Indio Jail. Y19 362 0032

December 29, 2019

2330 hours: **Burglary/Kidnapping/Child Endangerment Arrest** – Coachella deputies responded to the 84000 block of Bagdad Avenue for a kidnapping, residential burglary, and child endangerment. The reporting party was babysitting a six-year-old child at the location when the child's transient grandmother entered the apartment, grabbed the child by the arm causing the child's arm to become sore, and attempted to remove the child from the apartment without permission. The reporting party was able to pull the child away from the grandmother. The grandmother was located at the scene, arrested and booked at the Indio Jail. Y19 363 0051

December 30, 2019

1652 hours: **Warrant/Drug Possession Arrest** – CCAT deputies conducted a pedestrian check in front of Victory Liquor, located at the 49000 block of Cesar Chavez St. One male was arrested for drug warrants and possession of heroin. A second male was arrested for drug warrants and possession of methamphetamine and heroin. Both males were booked into Indio Jail. Y19 364 0034, 35

2304 hours: **Molest/Annoy a Child Arrest** – Coachella deputies responded to the 52000 block of Morgan Avenue for a report of a child molestation. The reporting party stated a 49-year-old male repeatedly grabbed his 8-year-old nephew's buttocks. The suspect admitted to touching his nephew inappropriately but denied saying it was for sexual gratification. The male was arrested and booked in the Indio jail. Y19 364 0055

December 31, 2019

0255 hours: **Arrange to Meet with a Minor for Lewd Purposes Arrest** – Coachella deputies responded to the 50000 block of Calle Tolosa for a report of an adult male sending sexually explicit messages and photographs to a 14-year-old victim. The victim stated the suspect asked to meet with her at the victim's residence. The victim stated the suspect asked her to perform sexual acts with him. Deputies contacted the suspect at his residence. The suspect admitted attempting to meet with the minor for lewd purposes. The suspect was arrested and booked at the Indio Jail. Y19 365 0004

2010 hours: **Drug Possession Arrest** – CCAT deputies conducted a vehicle stop at Van Buren St and Avenue 48. The driver had methamphetamine and a methamphetamine pipe in his possession. He was arrested and booked at Indio jail. Y19 365 0028

2010 hours: **Negligent Discharge of a Firearm Investigation** – Coachella deputies responded to the 85000 block of Avenida Grace for a negligent discharge of a firearm resulting in injury. The victim suffered a gunshot wound to his ankle after a relative discharged a firearm towards the ground and a round ricocheted on the cement and struck him. The male was transported to the hospital for his non-life-threatening injury. The investigation is ongoing. Y19 365 0053

COACHELLA VALLEY NARCOTICS TASK FORCE (CVNTF)

BRIEF TEAM OVERVIEW

The Coachella Valley Narcotics Task Force (CVNTF) is a multi-agency task force comprised of members from the Cathedral City Police Department, Palm Springs Police Department, Riverside County Probation Department, and deputies from the Riverside County Sheriff's Department representing the contract cities of Coachella, La Quinta and Palm Desert.

The Mission of CVNTF is to increase public safety by significantly diminishing the availability and use of illegal drugs in the cities and adjacent unincorporated areas of Riverside County and apprehend the responsible offenders.

CVNTF allocates resources from the Coachella Valley cities, the unincorporated communities and other allied agencies for promoting safe, secure neighborhoods free of narcotic activity, crime and violence. Their responsibilities include, but are not limited to the following:

1. To prevent and deter narcotic activity and crime through education and the promotion of positive commitments, beliefs, activities and attachments.
2. To suppress and deter narcotic activity and violent crime through enforcement, intensive supervision, vertical prosecution, and the collection and dissemination of criminal intelligence.

Summary of Significant Activity for CVNTF:

DATE: Friday, October 4, 2019:

CASE # CV192770001

OPERATION: Search Warrant/ Arrest

LOCATIONS: 80000 block of Torreon Way, La Quinta

SUSPECTS: Two male adults

SEIZURE: 3 lbs. of cocaine, 192 grams of methamphetamine, 1,000 + pills (Oxycodone & Xanax), 14 firearms (7 handguns, 2 shotguns & 5 assault rifles) and \$32,910 in cash reference asset forfeiture.

CASE AGENT: TFO C. Lopez

DATE: Tuesday, October 15, 2019:

CASE # R192880001

OPERATION: Call out reference BHO Lab explosion

LOCATION: 600 block of E. Vista Chino Road, Palm Springs

SUSPECTS: Two adult males, one adult female

SEIZURE: 2 pounds of marijuana, 16 cans of unused butane, 8 empty cans of butane, glass bowl with finished "honey oil".

CASE AGENT: TFO Torres/ Narc 1

DATE: Wednesday, October 16, 2019:
CASE # CV192890001
OPERATION: Search Warrant/ Arrest
LOCATION: 400 block of N. Sunrise Way, Palm Springs
SUSPECTS: One adult male
SEIZURE: 249.4 grams of methamphetamine, 28.6 grams of cocaine, 100 + Ecstasy pills, digital scale and packaging
CASE AGENT: TFO Torres

DATE: Tuesday, October 22, 2019:
CASE # CV192950002
OPERATION: Search Warrant
LOCATION: 2700 block of Tamarisk Rd, Palm Springs
SUSPECTS: One adult male
SEIZURE: 347 grams of methamphetamine, baggies of mushrooms, digital scale and packaging
CASE AGENT: TFO Torres

DATE: Thursday, October 24, 2019:
CASE # CV192970001
OPERATION: Search Warrant & Arrest
LOCATION: 600 block of S. Palm Canyon Drive, Palm Springs
SUSPECTS: One adult male
SEIZURE: 600.2 grams (1.3 lbs.) of methamphetamine
CASE AGENTS: TFO C. Lopez & TFO Torres

DATE: Friday, November 8, 2019:
CASE # C193120031
OPERATION: Traffic Stop/ Arrest/ Search Warrant
LOCATION: 47000 block of Madison Street, Indio
SUSPECT: One adult male
SEIZURE: 127.8 grams of cocaine (1/4 lb.), 910 grams of marijuana (2 lbs.), packaging, \$4,520 in cash reference asset forfeiture
CASE AGENT: K-9 Deputy Morton/ TFO C. Lopez

DATE: Wednesday, November 13, 2019:
CASE # LA193170061/ CV193170001
OPERATION: Traffic Stop/ Arrest
LOCATION: Hwy 111 W/O Jefferson Street, La Quinta
SUSPECT: One adult male
SEIZURE: 28 grams of methamphetamine and digital scale
CASE AGENT: TFO Angulo/ Deputy Schwartz

DATE: Thursday, November 14, 2019:
CASE # CV193180001
OPERATION: Search Warrant/ Arrest
LOCATION: 79000 block of Country Club Drive, Bermuda Dunes
SUSPECT: One adult male
SEIZURE: 17.5 grams of cocaine, digital scales and packaging
CASE AGENT: TFO C. Lopez

DATE: Thursday, December 5, 2019:
CASE # CV193390001/ 1912P-0998
OPERATION: Surveillance/ Traffic Stop/ Arrests/ Search Warrant
LOCATION: Sunrise Way X Ramon Road, Palm Springs
SUSPECTS: Two adult males
SEIZURE: 2262 grams (4.9 lbs.) of methamphetamine
CASE AGENT: K-9 Officer Steed/ TFO Torres

DATE: Friday, December 6, 2019:
CASE # CV193400001
OPERATION: Search Warrant & Arrest
LOCATION: 1400 block of E. Tahquitz Canyon, Palm Springs
SUSPECT: One adult male
SEIZURE: 1,037.7 grams (2.2 lbs) of methamphetamine, 82.9 grams of cocaine, packaging and digital scale
CASE AGENT: TFO Torres

DATE: Friday, December 13, 2019:
CASE # R193470003
OPERATION: Surveillance/ Arrests/ Search Warrant
LOCATION: 91000 block of 4th Street, Mecca
SUSPECTS: Four adult males
SEIZURE: 184 lbs. of methamphetamine
CASE AGENTS: PSNTF & Narc 1

DATE: Tuesday, December 17, 2019:
CASE # CV193510001
OPERATION: Search Warrant/ Arrest
LOCATION: 74000 block of King Fisher, Palm Desert
SUSPECTS: One adult male and one adult female
SEIZURE: .5 grams of heroin, syringes
CASE AGENT: TFO C. Lopez

DATE: Friday, December 20, 2019:

CASE # CV193540001

OPERATION: Search Warrant/ Arrest

LOCATION: 40 block of Belmont Lane, Rancho Mirage

SUSPECT: One adult male

SEIZURE: 5.9 grams of heroin, digital scale & text messages

CASE AGENT: TFO C. Lopez

DATE: Thursday, December 26, 2019:

CASE # CV193600003

OPERATION: Surveillance/ Search Warrant/ Arrest

LOCATION: 44000 block of Sun Gold Street, Indio

SUSPECTS: One adult male and one adult female

SEIZURE: 8.5 grams of heroin, 2.3 grams of methamphetamine digital scale & packaging

CASE AGENT: TFO C. Lopez

Coachella Valley Violent Crime Gang Task Force

TEAM OVERVIEW

The Coachella Valley Violent Crime Gang Task Force (CVVCGTF) is a multi-agency task force comprised of members from the Riverside County Sheriff’s Department representing the contract cities of Coachella, La Quinta and Palm Desert, Desert Hot Springs Police Department, Cathedral City Police Department, California Highway Patrol, Riverside County Probation and Riverside County Sheriff’s Department.

The Mission of the CVVCGTF is to allocate resources from all of the Coachella Valley cities and unincorporated communities, the District Attorney, Riverside County Probation and other allied agencies for promoting safe, secure neighborhoods free of violent crime and gang violence. Their responsibilities include, but are not limited to the following:

1. To prevent and deter violent crime and gang activity through education and the promotion of positive commitments, beliefs, activities, and attachments.
2. To intervene and hold accountable, youths exhibiting delinquent behaviors leading to the formation of gangs and gang membership.
3. To suppress and deter gang activity and violent crime through enforcement, intensive supervision, vertical prosecution, and the collection and dissemination of criminal intelligence.
4. Work a flex schedule that allows for adjustment of schedules based on significant gang related crimes and/or high-profile events.

COACHELLA VALLEY VIOLENT CRIME GANG TASK FORCE STATISTICS

	Current
Felony Arrests:	18
Misdemeanor Arrests:	8
F.I. Gang Cards:	5
F.I. Cards:	0
Gang Intervention Contact:	0
Criminal Cases Filed:	9
Gang Enhancements:	3
Probation Searches:	45
Probation Violations:	10
Parole Searches:	20
Parole Violations:	5
Firearms Recovered:	10
Search Warrants Written:	32
Search Warrants Served:	32

Pedestrian Checks:	10
Narcotics Seized (Grams):	1755.07
Asset Forfeiture:	0
Warrant Arrests (Felony):	2
Warrant Arrests (Misdemeanor):	1
Overtime Hours:	256.75
Gang Presentations:	0
Training Classes (Presented):	0
Training Hours (Presented):	0
Training Classes (Attended):	1
Training Hours (Attended):	32
Court Testimony:	0
Assist Other Department:	4
Follow up	6

SUMMARY OF ACTIVITY

On 10/08/2019 – GTF assumed the investigation of several armed robberies that were occurring within the City of Coachella at several gas station and restaurants. During the investigation, two adult males were identified. TFO James authored a search warrant for the suspect’s residence. With the assistance of RSO Swat and the Coachella Community Action Team, the warrant was served at the 51000 block of Calle Avila. The suspect was arrested for his involvement with the robberies and his brother was arrested for gun and drug violations. The second suspect was arrested the following day.

On 10/17/2019 – GTF assumed the investigation of an armed robbery that occurred at the AMPM located on Avenue 48 and Grapefruit Blvd. With the assistance of the Coachella Community Action Team, a search warrant was authored for the suspect and his residence. The suspect was taken into custody at his residence.

On 11/06/2019 – TFO James received information from the parole office that a parolee was at the office in possession of a firearm and requested GTF’s assistance. TFO James responded and took custody of a female for being in possession of a concealed firearm and booked her into the Indio Jail.

On 11/21/2019 – GTF authored several search warrants for an ongoing operation to combat the Varrio Coachella Rifa criminal street gang. Agencies from all over Riverside and San Bernardino counties assisted with the operation. 26 search warrant locations were served along with multiple probation and parole locations were searched. Multiple arrests and guns were recovered during the operation.

Post Release Accountability and Compliance Team

BRIEF TEAM OVERVIEW

The primary mission of the Post Release Accountability and Compliance Team (PACT) is to work with Probation to immediately focus on “high-risk” and “at-large” Post Release Community Supervision (PRCS) offenders that pose the most risk to public safety. PACT will be dedicated to identifying and investigating “non-compliant” PRCS offenders, locating and apprehending “at-large” and “high-risk” PRCS offenders and performing compliance sweeps. Through sustained, proactive and coordinated investigations, PACT will be able to share information, serve warrants, locate and apprehend PRCS violators and reduce the number of PRCS offenders who abscond. The support of PACT allows Probation more time and resources to focus on case management and compliance checks.

PACT is currently comprised of TFO’s (Task Force Officers) from Palm Springs, Cathedral City, Desert Hot Springs, Indio Police Department, Probation Office, the District Attorney’s Office, along with Riverside County Sheriff’s. PACT Eastern Region essentially covers the Coachella Valley.



Personnel:

- | | |
|----------------------------|-----------------------------------------------|
| Sgt. Corwin de Veas | (Cathedral City PD) |
| TFO Matt Olson | (Palm Springs PD) |
| TFO Mike McTigue | (Riverside County Sheriff - Coachella) |
| TFO Rene Mendez | (Indio PD) |
| TFO Moises Barragan | (Riverside County Probation) |

Overall Statistics:

	Oct - Dec 2019	YTD	
<u>PRCS Search</u>	39	300	261
<u>1170 Mandatory Sup</u>	16	108	92
<u>Formal Search</u>	35	251	216
<u>Summary Search</u>	3	30	27
<u>Juvenile Search</u>	3	13	10
<u>All other prob. total</u>	41	293	252
<u>Total Probation Searches</u>	96	710	614
<u>Parole Search</u>	17	77	60
<u>Search Warrant</u>	7	36	29
<u>PRCS Warrant Arrest</u>	5	34	19
<u>Non-PRCS Warrant</u>	29	100	71
<u>Felony Arrests</u>	45	215	170
<u>Misdemeanor Arrests</u>	26	108	82
<u>Firearms seized</u>	7	50	43
<u>GTA Recoveries</u>	2	8	6
<u>Radio Calls</u>	2	4	2
<u>On-Sights</u>	14	50	36
<u>Assist investigations</u>	26	86	60
<u>Assist Patrol</u>	15	69	54
<u>Total Assists</u>	41	180	139
<u>Surveillance</u>	3	14	11
<u>Bad address</u>	2	75	73
<u>AOD</u>	11	54	43
<u>PRCS Arrests</u>	12	67	55
<u>ManSup Arrests</u>	2	15	13
<u>Arrests Other Probation</u>	16	79	63
<u>Parole Violations</u>	6	33	27
<u>Other Arrests not on Probation</u>	28	125	97
<u>Total Searches</u>	111	804	693
<u>Total Arrests</u>	70	325	255

Total Probation violations	18	137	119
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Along with East P.A.C.T.'s mandated mission, East P.A.C.T. Members also assist their respective agencies on a regular basis. Some of these examples are included in this report.

Significant Events:

#1910C-0097 On 10/01/19 P.A.C.T. members attempted a bike stop on a known drug user at the 1800 block of Smoke Tree in Palm Springs. The male has threatened to shoot East P.A.C.T. members during prior contacts. The male fled and a foot pursuit ensued. The male was quickly apprehended in front of the Michaels store. The male was placed under arrest for being under the influence of a controlled substance and resisting arrest. This was the male's fourth 148 PC arrest since 2015. This is the 6th time East P.A.C.T. members have arrested the male since 2015, and this is his 9th arrest overall, since 2015. He has been arrested numerous times over the past 20 years including, but not limited to: armed robbery, terrorist threats, resisting arrested, and being under the influence.



#1910C-0069 On 10/1/19, East P.A.C.T. members were in the area of Corregidor and Victoria Ave in Cathedral City, about to conduct a compliance check on Vaquero Rd for an absconder. After briefing the target location, a stolen vehicle in progress was dispatched in the same area. The stolen vehicle was from a nearby mobile home park. East P.A.C.T. members responded and arrived as the call was being dispatched (response and arrival time of about ten seconds). The reporting party followed the suspect directly towards East P.A.C.T.'s members and CCPD officers, who were also in the area. Officers and members located the suspect hiding behind a bush on Corregidor Rd. He was arrested without incident. His brother was recently arrested by CCPD for vehicle theft after he was identified by East P.A.C.T. members through a video surveillance photo. This suspect had five active cases pending against him at the time and he was on Formal Probation. One of his cases was for vehicle theft also. He is still in custody with a \$30,000.00 bail. His next court date is on 11/25/19.



On Thursday, October 3, 2019, East P.A.C.T. members assisted the Indio Police Department with a Search Warrant for a subject wanted for ***attempted murder*** during a drive-by shooting. The subject was a juvenile and is a self-admitted Northside Indio (NSI) Gang Member. He and several other NSI gang members (all under the age of 18) shot at a vehicle with an AR-15. The victim vehicle was hit numerous times. The juvenile had already been arrested for a prior assault with a firearm, when he was only 14 years of age. His father had been recently deported for prior violent crime related convictions. The juvenile was located and taken into custody at the residence without incident. He is currently in custody with no bail, along with some of the other suspects. The District Attorney will be trying him as an adult. His exposure is between 15 to 25 years due to the firearms usage and gang enhancements.



#Y19 277 0023 On 10/04/19, East-P.A.C.T. participated in a "Quality of Life" Saturation Operation focused on the areas covered by the Thermal Sheriff's Station. During this operation, East P.A.C.T. recovered two stolen vehicles, made 5 arrests for drug charges, ***attempted murder***, stolen vehicle possession, and violation of probation. A female was arrested for two counts of vehicle theft. This is the fourth stolen car East P.A.C.T. has recovered in the past two and half months at her residence. A second female was arrested for a violation of probation. During a prior compliance check at this same residence, she was arrested by East P.A.C.T. members after she was able to squeeze herself into a kitchen cabinet. After she was extracted from the cabinets, the female was arrested for a violation of probation, vehicle theft, and several felony warrants. As of this report, the second female is still in custody with a bail of \$205,000.00 bail. Her next court appearance is on 11/12/19. A male was arrested for possession of a controlled substance and meth paraphernalia. A third female was arrested for a warrant. A

second male, wanted for an ***attempted murder*** with a firearm, was located and arrested by East P.A.C.T. He was turned over to CVVCGTF for interview. The second male is still in custody, with a bail of \$1,000,000.00. His next court date is 11/22/19.



#1910C-1765 On 10/8/19 the PSPD detective bureau asked East P.A.C.T. to conduct a check at the 300 block of E. Stevens in reference to neighbors complaining about foot traffic at the unit. East P.A.C.T. responded and arrested the homeowner for drug paraphernalia and he was transported to Banning jail. He has several cases pending against him regarding operating a drug house. As he was being arrested, a neighbor from an adjacent apartment came out to thank the Palm Springs Police Department for their enforcement actions. They advised their complex was becoming unlivable due the subjects who go to the suspect's apartment. East P.A.C.T. had responded to the location previously to conduct compliance checks, due to the same complaints. Arrests were made during those prior checks.



On 10/09/19, East-P.A.C.T. assisted GIT and ATF Agents in an illegal gun sales investigation. East P.A.C.T. members conducted a high risk felony stop on the suspects immediately after a controlled gun buy. Two males were arrested for several federal weapons offenses. East P.A.C.T. members also assisted agents in serving a Search Warrant related to this investigation in the 84000 block of Redondo Sur, Coachella and Terra Lago, Indio. During those search warrants, a third male was arrested for possessing a concealed firearm and extended



magazine.

#1910C-2708 On 10/11/19, East P.A.C.T. members were working an uncover operation to assist CCPD Detectives and patrol regarding several shootings in the city, with the majority of suspects being members of the Barrio Dream Homes (BDH) gang. On this night there was an, after funeral, gathering for a known BDH gang member who had been shot and killed several days prior. East P.A.C.T. members conducted surveillance at the residence of a male gang member. The male is one of the most active BDH gang members. He is also the suspect in numerous shootings in the city, to include possibly being involved in several homicides. As East P.A.C.T. members were conducting surveillance, they observed a vehicle temporarily stopping and then leaving his residence. East P.A.C.T. members requested an officer from CCPD's Special Enforcement Bureau to conduct a traffic enforcement stop on the vehicle. The driver was a known and documented BDH gang member and the female passenger was a known BDH associated, with numerous family members who also claim BDH. A search of the vehicle was conducted. During a search of the vehicle, a loaded Glock 19X was located along with \$3000 cash, over one thousand oxycodone pills, and 18 9mm rounds. Both subjects were arrested for sales and weapons violations. Both subjects are out on bail. The male and three documented BDH members committed a 245 PC (with significant injuries) in the city of Palm Springs in September.



#1910C-3490 On 10/15/19, East P.A.C.T. members attempted to conduct a traffic stop on a vehicle that was driving recklessly almost hitting other drivers. After the emergency lights and sirens were activated, the driver continued to drive E/B on Ramon, failing to yield. After about a half of a mile, the suspect fled on foot and he was able to break the perimeter. After further investigation, the suspect was identified by his mother. The suspect is wanted for felony evading and assault with a deadly weapon. A large amount of money and marijuana were located inside of his backpack.



#1909C-4787 On 10/17/19 East P.A.C.T. responded to an emergency officer's call for backup during a traffic stop. As East P.A.C.T. members arrived a felony traffic stop was conducted. The subject was wanted for 3455(a) PC, 2800.2 VC, and 148(a) PC from the month. The month prior the subject crashed his car and fled during a pursuit. CCPD officers attempted to stop him after he was caught stalking his ex-girlfriend. The subject was hiding inside of the trunk of the vehicle. East P.A.C.T. had been actively searching for him the week prior due to the stalking and he also had an active felony 836 alert from the city of Palm Springs. He provided an address in Moreno Valley to Probation, but East P.A.C.T. members were able to track and confirm his residence to a location in Cathedral City. The male was believed to be in the possession of a handgun during the pursuit. The male's girlfriend told officers that he was in the front seat of the car, but when he saw the CCPD unit he was able to slip through the backseat and into the trunk. He was arrested and booked at Indio Jail. He is still in custody with a bail of \$100,000.00. His next court date is 11/12/19.



#1910C-3988 On Thursday, October 17, 2019, East P.A.C.T. members conducted a probation/compliance check on a male. The male was on PRCS and was a known Jackson Terrace (JT) gang member. As East P.A.C.T. members knocked on the door, the male ran and hid under a bed in the master bedroom. East P.A.C.T. members knocked for several minutes when it was obvious someone was at the residence, but he still refused to come to the door. East P.A.C.T. members entered the unlocked residence and immediately found the male. Even though the male was extremely confrontational and yelling profanities at East P.A.C.T. members, he was taken into custody without any force or incident. This was the second time the male was arrested by East P.A.C.T. During the male's first arrest, he was a parolee at large and fought with East P.A.C.T. members. He was on PRCS for 69 PC. He received two years and eight months for East P.A.C.T.'s case against him. As of this report, the male is still in custody.



#1910C-3943 On Thursday, October 17, 2019, East P.A.C.T. members conducted a probation compliance check on a male. The male was on Formal probation for 245 PC. As East P.A.C.T. members were knocking on the door they saw a lot of movement within the residence. Eventually a female finally answered. She stated Morales was not home, but a probation compliance check was still conducted. During the check, East P.A.C.T. members located an absconder/wanted subject hiding under the bed. The male subject was also on Formal Probation for several felony cases. He had three No Bail warrants for his arrest. The male had been on the run for several months. The

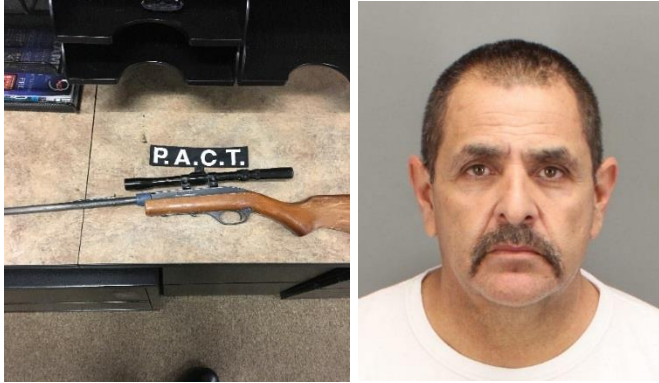
male had an eight year suspended sentence for a firearms and domestic violence related incident.



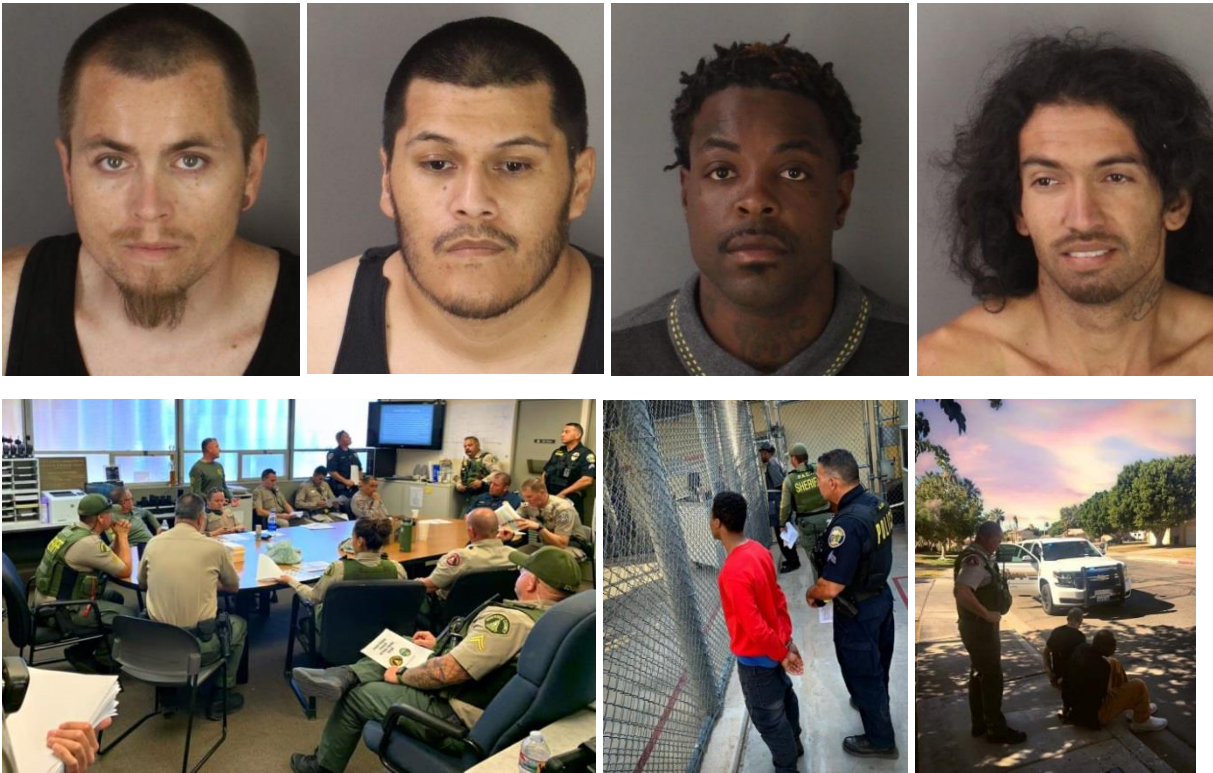
On Monday, October 21, 2019, Police Service Dog (PSD) Mikey assisted with a K-9 Dog Demonstration at a Cathedral City Elementary School. The K-9 Demo was to kick start their Drug Free week at the elementary school.



#1910C-5358 On 10/23/19, P.A.C.T. members conducted a probation compliance check at a male's residence in Cathedral City. He is on Formal Probation for weapons violations. During a search of his room, a .22 caliber long rifle was located inside his closet. He was arrested for 1203.2 PC and 29800 PC. This is the third time East P.A.C.T. has arrested the male at his residence this year. His criminal history dates back over thirty years, with several stints in prison. He was able to post a \$50,000.00. His next court date is 12/23/19.



On 10/24/19, East-P.A.C.T. participated in a “Quality of Life” Saturation Operation focused on the areas covered by the Colorado River Sheriff’s Station. During this operation, East-P.A.C.T. made 4 arrests for drug charges, arrest warrants, and violation of PRCS. East P.A.C.T members located two subjects wanted PRCS absconders still sleeping in their rooms. Thirty-eight arrests were made that day.



#1910C-6605 On 10/28/19 P.A.C.T. conducted a search at the 500 block of Calle Roca in Palm Springs. Over two ounces of methamphetamine, a scale and multiple baggies were located. The resident admitted to selling methamphetamine through the mail as well as around the City of Palm Springs. CVNTF responded and took over the investigation. East P.A.C.T. had been to the residence prior during another operation with CVNTF. Narcotics were located during the previous operation.



On 10/30/19, East-P.A.C.T. participated in a 290 Registrant Sweep focused on the areas covered by the Palm Desert Sheriff's Station. During this operation, East P.A.C.T. worked with the Riverside County Sheriff's Department, State Parole, and Riverside County Probation. East P.A.C.T. conducted 5 probation compliance checks and 7 sex registrant compliance checks. Many of the registrants were at home.



#1910C-7292 On 10/31/19, P.A.C.T. assisted CCPD Detectives with a search warrant at a known Barrio Dream Homes (BDH) residence in Cathedral City. The search warrant was for a juvenile wanted for 459 PC. Although the juvenile was not home during the search warrant, there were other BDH gang members there, including his younger brother. During the search, two firearms were located. One male tried to flee when he saw officers approach but was apprehended. A second male initially locked himself in the master bedroom but opened the door after some time. All of the subjects are known BDH gang members.





1911C-8020 On 11/4/19, an East P.A.C.T. member observed a wanted subject driving on Ramon Rd east of Palm Dr. The male had several felony warrants for his arrest. East P.A.C.T. initiated a traffic enforcement stop and contacted the male and his girlfriend. The male was taken into custody without incident. This is the second time East P.A.C.T. has arrested the male in the last year. This is also the first time the male has given up without resisting or attempting to flee. He is a known car thief and has active cases from CCPD, PSPD and RAID. His initial bail was \$230,000.00. On 11/22/19, the male pled to 4 years in county jail and Formal Probation upon his release.



1911P-2402 On 11/12/19 members of East P.A.C.T. assisted PSPD patrol in locating a male. The male had an active felony warrant in the system from Riverside County for armed robbery. East P.A.C.T. coordinated with PSPD patrol and the male was ultimately located after a foot pursuit into an elementary school. The entire incident lasted over an hour and utilized each member of P.A.C.T. On 11/25/19, the male pled guilty to armed robbery, resisting arrest, and possession of a controlled substance. The male was sentenced to three years in state prison.



1911C-3238 On 11/13/19, East P.A.C.T. conducted a probation compliance check at the 51000 block of Avenida Velasco at the request of his Riverside County Probation Dept. A male was on PRCS for domestic violence and 10851(a) VC. Upon seeing East P.A.C.T. arrive at the residence, the male fled eastbound from the location. A perimeter was established, and the male fled back to his residence. The male was located hiding in his own backyard. He was arrested for 3455(a) PC - PRCS Violation. This is the third time East P.A.C.T. has arrested the male in the last three years. For this incident, the male received 120 days.



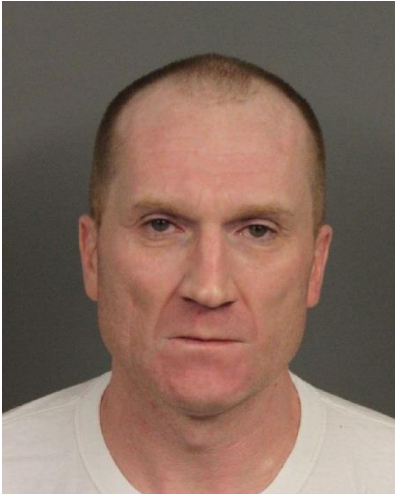
1911C-4824; 1911C-4816; 1911C-4805: On 11/20/19, East P.A.C.T. participated in an operation with Gang Impact Team (G.I.T.). The Gang Impact Team have been conducting criminal investigations in the county of Riverside specifically in the Beaumont/Banning Pass and surrounding communities. The majority of these investigations involved weapons, drug trafficking, as well as other violent crimes. During this operation, East P.A.C.T. conducted 3 arrest warrants at three different locations. One of the locations was in Banning and the other two were in Cathedral City. At the location in Banning, a male was wanted by G.I.T. for a weapon's sales case. Additionally, there were two other subjects arrested. One male was arrested for 11377 HS and 11364 HS and a second male was arrested for misdemeanor warrants. Two other arrests were made in Cathedral City. A male was arrested for felony warrant. He sold a Glock that was modified to shoot fully automatic with a 50 round drum magazine to a GIT investigator. A second male was also arrested for a felony warrant.



GE19 325 0044 On 11/21/19, East P.A.C.T. participated in a Gang Injunction Sweep focused on “CA Block” and “VCR” gang members in Coachella. During this operation, East P.A.C.T., with the assistance of Central P.A.C.T, served two search warrants and conducted 12 Parole / Probation checks. During this operation, East P.A.C.T. conducted a probation compliance check at the 84000 block of Julia Dr., in the City of Coachella. The target at this location was on Formal probation for 246 PC. While searching the male’s bedroom, East-P.A.C.T. located a loaded 9mm Hi-Point handgun. East P.A.C.T. located the male at his work (Desert Springs Marriot in Palm Desert). He was arrested for being a felon in possession of a firearm, felon in possession of ammunition, and VOP. He was booked at Indio and posted a \$50,000 bail the same day. His next court date is 01/23/20.



1911I-4113 On 11/26/19, East P.A.C.T. assisted the Street Crimes Unit (SCU) from Indio Police Department (IPD) detectives with the arrest of a male. The male made statements that he would “not go back to jail, and he would “shoot it out with the cops.” The male had a history of violence and had a prior conviction for 187 PC. East P.A.C.T. assisted with surveillance of the male’s residence. During the arrest, the male attempted to flee. He was quickly apprehended by GSU and East P.A.C.T. members. As of 11/27/19, the male was still in custody with a bail of \$100,000.00



1911C-6134 On 11/26/19, East P.A.C.T. assisted CCPD Investigations with serving a search warrant at a known Barrio Dream Homes (BDH) gang member’s residence, as he was the suspect in a 203 PC, 245 PC, 459 PC, 186.22 PC, and 182 PC case. During that incident, the male and other Barrio Dream Homes (BDH) gang members “jumped” victim from a rival gang, inside of the Toda Moda Clothing store in Cathedral City. The surveillance video showed the male and three other subjects attack one person. The three others were known BDH gang members.

During East P.A.C.T’s search warrant, the shorts the male was wearing, shoes (which had blood on them), and chain he was wearing (clearly visible in the video) at the time of the assault were located inside of his room.



1912C-2003 & 1912C-2093 Cathedral City: On December 10, 2019, East P.A.C.T. assisted CCPD Patrol with a 488 PC. The reporting party was able to note the license plate of the vehicle the suspects was traveling in. The license plate returned to a vehicle which had been stolen several hours earlier from the city of Indio. East P.A.C.T. members located the stolen vehicle traveling in the area of Ramon Road and Date Palm. Once units got behind the vehicle, the suspect foot bailed. The suspects were able to escape before a perimeter could be set, but incoming units were able to catch the suspects faces on their body cameras.

Several hours later, CCPD Patrol received a call of a male and female “physical” in front of the 700 block on Perez Road and Hwy 111. As officers arrived, the male subject foot bailed towards a Lexus dealership. Once he arrived at the dealership, he carjacked a subject by brandishing a weapon. The suspect fled from the dealership as CCPD units pursued. The suspect crashed his car into a house and fled on foot. East P.A.C.T. members located the suspect in the back yard of a residence. It was confirmed the male was the driver who fled in the earlier incident.

The male was also wanted for a vehicle pursuit on 11/06/19 in Cathedral City. He also crashed the car he was driving into another house. He fled on foot and was not located. He left a stolen handgun in the car. The handgun was stolen from the city of Indio on 11/05/19. The handgun he used during the carjacking was later located on the Lexus lot.

CCPD Detectives interviewed the male and he provided a full confession for all of the incidences. He admitted to stealing the car earlier in the morning from Indio, the pursuit in November from Cathedral City, stealing the handgun in Indio, and the carjacking.

Dispatch revealed he also had multiple felony warrants and was on PRCS. As of the report the male is still in custody with bails totaling over \$350,000.00. His next court date is: 01/14/20. The male has been arrested by numerous valley agencies, including: PSPD, CCPD, CHP, RSO LAQ and PD stations, and RPD.



On 12/16/19 East P.A.C.T. was working in the Desert Highland Gateway Estates and assisted with a call for service regarding a rifle case hidden in a backyard. East P.A.C.T. located a rifle case, which contained a SKS 762 rifle, along with a loaded 30 round magazine and a loaded .38 revolver. A loaded 12-gauge shotgun was also hidden in the backyard under a blanket.



1912C-3978 Cathedral City: On December 19, 2019, East P.A.C.T. was contacted by the parole office. The agent advised he had a parolee who was out of compliance with his parole terms and conditions. The parolee was on a GPS monitor. He also advised the parolee was currently in Cathedral City. The male was on parole for sexually related offenses. He also had multiple prior arrests and convictions for other prior sexually related offenses. East P.A.C.T. located and arrested the male for 3056 PC. At the time of this report the male is still in custody. The male has multiple arrests by DHSPD, PSPD, CCPD, and the RSO.



1912C-4895 Cathedral City: On December 23, 2019, East P.A.C.T. was advised that a parolee at large was residing at an apartment in Cathedral City (31000 block of Landau Blvd). East P.A.C.T. responded to the apartment and contacted a female, who stated the male did not live there. East P.A.C.T. has had numerous contacts with the female, who has been uncooperative with law enforcement. The female’s mother was contacted at the location and admitted the male was inside the location. The male was located and arrested.

The male is a veteran Barrio Dreams Homes (BDH) gang member with numerous arrests. The male is a “collector” of illicit money generated by BDH from their illegal activities. He is also a shot caller for BDH. He is part of the older sect of the BDH gang.



1912C-6411 Palm Desert: On 12/30/19 East P.A.C.T coordinated with parole in apprehending a sex registrant parolee. The male claimed to be homeless, so parole placed a GPS monitor on him. The GPS monitor alerted the male was actually staying at his sister’s home in Desert Hot Springs. The male’s sister has young daughters. One of the terms and conditions of his parole is he could not be around any minors. His GPS stated he was in violation numerous times within the past week. Parole agents contacted him and gave him several opportunities to find proper housing.

East P.A.C.T. contacted the male in Palm Desert at his drug rehab counseling session. The male was under the influence of a controlled substance at the session. He also had methamphetamine in his pocket. The male was booked into jail for a felony drug charge and a parole violation. At the time of this report, the male is still in custody for a parole violation with the drug charges pending.



1912C-6576 Indio: On 12/31/19 An East P.A.C.T. member identified a wanted parolee through a Facebook page. The male was on parole for armed robbery. The male posted multiple pictures of himself on social media holding semi-automatic handguns. East P.A.C.T. was investigating the male for selling firearms to a gang member. East P.A.C.T., along with the Indio Street Crimes Unit, arrived at the male's listed address in Indio. The male was taken into custody without incident for a no-bail warrant.





Public Works Department
2019 Fourth Quarter Report

TO: Honorable Mayor and Council
 FROM: Maritza Martinez, Public Works Director
 DATE: January 15, 2020
 SUBJECT: Quarterly Report

Departmental Mission:

In a balanced effort to maintain cost effective operations and provide maintenance and emergency response services in a reasonable and efficient manner, it is the mission of the Public Works Department to provide quality maintenance and repair of facilities and infrastructure for the City of Coachella community and its city departments.

Executive Summary:

The Public Works Department is responsible for the operations of our: facilities, fleet, landscape, lighting and maintenance districts, parks, and streets. The Department is also the home to our Emergency Services Division and Recreation Division. As reflected below the Public Works Department staff responded to a myriad of requests as reflected below between October 2019 and December 2019.

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Streets Division</u>				
Illegal Dumping				26 removals 150 tires removed 6 homeless camps removed
Weed/brush Abatement				7 jobs
Annual Disaster Council and Quarterly OAPC Meetings				25 meetings
Potholes/Street Repairs				3000 Potholes
Sidewalk Repairs				7

Special Events				7 events
Street Sign Main.				Replaced 48; Repaired 15
Street Light Repair				73 repaired
Street Striping				2 painted medians
Storm Drain Main				10 storm drains
Traffic Control				19 assignments
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<u>Parks/LLMD</u>				
Citations Issued				1,654
Facility Use Permits				354 permits
Overseeding /Fertilization	35 acres			
Park Lighting				45 Fixture Repairs
Special Events				11 events
Sport Field Preparation	55 acres			11 tons of winter rye applied
Sprinkler/Irrigation Repairs				59 Heads; 8 valves; 4 Main Lines; 27 drip line;
Tree/Plant Replacement				304 plants
<u>Building Maintenance</u>				
HVAC Systems Serviced / Repaired				5 repairs
Building Repairs				23
Meeting Room Setups				62
Floor Maintenance		7,500 sq ft		



Utilities Department Memorandum

TO: William B. Pattison, Jr., City Manager

FROM: Cástulo R. Estrada, Utilities Manager

DATE: January 15, 2020

SUBJECT: Quarterly Activity Report (October 2019 to December 2019)

The City of Coachella Utilities Department is submitting the Quarterly Activity report for October through December 2019.

The following report summarizes activities and significant achievements for the Coachella Sanitary District and Coachella Water Authority divisions of the Utilities department.

Coachella Sanitary District:

The Utilities Department, Sanitary Division, provides for all the collection, treatment, and disposal of residential, commercial, and industrial wastewater for the more than 8,000 service connections within the City and more than 400,000 lineal feet of sewer collection system, four (4) sewage pump stations, and over 1,580 manholes.

For the Quarter of April, May, & June 2019, almost 252,054 MG of wastewater was received at the wastewater plant or average daily flow of 2.802 MGD. The plant treated a total of 183.475 MG. A total of 221 samples were collected at the plant for monitoring.

Water Reclamation Facility – 87-075 Enterprise Way	
<i>Description</i>	<i>Value</i>
Total Influent per month (MG)	84.018
Influent Ave. Daily Flow (MGD)	2.802
Total Effluent per month (MG)	61.158
Effluent Ave. Daily Flow (MGD)	2.040
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	None
Hypochlorite consumption (Gallon)	
Sodium Bisulfite consumption (Gallon)	5,000
Odor complaints	None
Samples collected this quarter (Plant)-	221
State Report completed/submitted	Yes
Locally generated Solar electricity	N/A –project dismantled

Collection System & Pump Stations Highlights	
<i>Description</i>	<i>Value</i>
Underground Service Alert	16
Collection System Cleaning (feet)	23,454
Manhole Inspection/Cleaning	36
Collection System Spills	None
Collection System Blockages	1
Stand-By Calls	7
Collection System CCTV Inspection (feet)	None
Samples Collected (Field)	None
Pump Station Alarms	2
Wet Well Cleaning	None
Wet Well Inspections	44

Coachella Water Authority:

The Utilities Department Water Authority Division provides water pumping, treatment, and distribution services to more than 8,058 service connections citywide that include residential, commercial, and industrial users. The City has three (3) Storage Reservoirs of more than 10 million gallons of capacity with six (6) operating wells that provides more than 8,000 acre-feet of annual water production. This division is responsible for a variety of tasks including meter reading, repairs, pumping, production, treatment, main and distribution repairs, water quality complaints, service connections/disconnections, and capital improvements along with other assigned duties.

Coachella Water Authority Production and Distribution Highlights	
<i>Description</i>	<i>Value</i>
Total -Water Production (Oct. to Dec.) (Million Gallons)	482.43
Chlorine Consumption (Gallons)	1500
Water Quality complaints	2
Monthly Samples Collected	172
Valves Exercised	29
Valves Repaired/Replaced	1
Underground Service Alerts	18
Hydrants Flushed/Serviced	25
Standby Service Calls	83
Water Service Leaks	20
Main Leaks	0
Customer Service Calls	
Office work orders	320
Non-Reads	2501
Meter Replacements	72
Meter Repairs	10
Turn-Off	N/A
Turn-On	N/A
Delinquency Turn Off	287
State DDW Monthly Report Submitted	Yes
Well Depths Monitored	
Well No. 10 Depth (feet,)	-
Well No. 11 Depth (feet,)	-
Well No. 12 Depth (feet,)	-
Well No. 16 Depth (feet,)	-
Well No. 17 Depth (feet,)	-
Well No. 18 Depth (feet, bgs)	-
Well No. 19 Depth (feet, bgs)	-
Annual Production	
2017 Annual (MG)	2221.26
2018 Annual (MG)	2327.23

Environmental/Regulatory Division:

The Environmental/Regulatory Division of the Utilities Department is responsible for areas relating directly to water, wastewater, stormwater, and air quality protection. Initial focus is aimed at the National Pollutant Discharge Elimination System (NPDES) Industrial Wastewater Pretreatment program – known as Source Control. This program provides for the auditing and or permitting, monitoring, and enforcement of our local City Ordinance. The following quarterly report will detail activities for the previous quarter. The following list of activities and or tasks assigned:

Coachella Water Tasks

- Turf program- Prop 84 Round 3 grant program was completed June 24th. CWA has submitted for funding in the Prop 1 grant submitted with the CVRWGMG application and program will be relaunched upon award of grant
- Continued review of CV Water Counts 2019 campaign; online and print ads for both English and Spanish language outlets;
- Generated a monitoring/sampling schedule for Division to assist with tracking of sampling events;
- Submitted CWA's annual report via the online Electronic Annual Reporting (eAR) system
- Drafted and submitted 2nd Quarter 2019 DBPR; monthly total coliform and TCR reports for distribution system to DDW;
- Continued submittal of monthly water production reports for Urban Conservation requirements;
- Completed the 2018 Consumer Confidence Report/Water Quality Report;
- Presented water conservation outreach at Library for Earth Day presentation April 22nd
- Presented water conservation outreach at Suavecito Sunday May 5th.
- Attended the SoCal Cannabis Summit with a CWA booth- offered water bottles and infused water;

Coachella Sanitary Tasks

- Closed out the Prop 84 Round 2 grant Recycled Water Feasibility Study project – Compiled the Recycled Water Study Deliverables to release retention;
- Continued scheduling for facilities of concern based on MS4 and Source Control program using Remote Inspector software;
- Conducted inspections of and compiled consumption reports for Ag Line users- will be reclassified as industrial once Ag Line is bypassed and connected to regular sewer system;
- Working with cannabis users to schedule sample collection with laboratory;
- Review and comments for various RAC from Planning Dept.;
- Met with UM and Sanitary Superintendent to discuss high frequency cleaning areas to determine impact of FOG from FSEs.
- Submitted the Annual Industrial General Permit report for Sanitary Plant

Public Works Tasks

- Attended monthly Desert Task MS4 NPDES meetings in Palm Desert – discussions included requirement to notify businesses to enroll in IGP program and verification of SWPPP
- Packaged and shipped battery collection from residential program;
- Finalized the Technical Report for the Statewide Trash TMDL for the City's MS4 program;
- Conducting stormwater inspection at various locations throughout the City;
- Reviewed/commented various WQMP for construction projects

Intern Program:

The Utilities Department Intern Program was established on December 2012. The program assigns responsibility to provide expertise and guidance to the incumbent and technical assistance to the various divisions within the Department and the public. Incumbent is assigned tasks accordingly to promote career growth and is under the general supervision of the Utilities General Manager.

- Program is currently suspended



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Gabor Pakozdi, P.E., Contract City Engineer

SUBJECT: Amendment No. 3 to Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Active Transportation Program (ATP) Cycle 2, City Project ST-100.

STAFF RECOMMENDATION:

Authorize The City Manager to execute Amendment No. 3 to the Professional Service Agreement with Southern California Soils and Testing (SCST) to provide Materials testing and Inspection Service for Active Transportation Program (ATP) Cycle 2, City Project ST-100.

DISCUSSION/ANALYSIS:

On February 14, 2018 the City executed a professional service agreement with SCST to provide material testing and inspection services. SCST has provided those services on numerous capital projects throughout the City. Staff is recommending that the City amend this professional agreement.

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary.

FISCAL IMPACT:

Funding will be provided for Geotechnical Services (Materials Testing and Inspection) for Project ST-100 in the amount of \$30,000 funded by SB821 and Measure A.

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #3
BETWEEN CITY OF COACHELLA AND SCST, LLC.**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2020 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53-990 Enterprise, Coachella, California 92236 (“City”) and Southern California Soils Testing (SCST) corporation with its principal place of business at 6280 Riverdale Street, San Diego, CA 92120 (“Consultant”). The City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Materials Testing and Inspection Services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Consultant to render such services for the Materials Testing and Inspection Services for Active Transportation Program (ATP) Cycle 2, City Project ST-100 (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Architectural and Engineering Services consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from January 1, 2020 to December 31, 2020, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Kian Farr and Matthew Greiner.

3.2.5 City's Representative. The City hereby designates City Engineer, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kian Farr and Matthew Greiner, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his 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.

3.2.7 Coordination of Services. Consultant agrees to work closely with the City staff in the performance of Services and shall be available to the City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement 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. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants 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 throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance and Liquidated Damages. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Consultant shall pay to the City as fixed and liquidated damages the sum of **[Zero] Dollars (\$0.00) per day** for each

and every calendar day of delay beyond the Performance Time or beyond any Project Milestones established pursuant to this Agreement.

3.2.9 Laws and Regulations. Consultant 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 Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: [**One Million Dollars (\$1,000,000.00)**] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: [**One Million Dollars (\$1,000,000.00)**] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required

by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than [**One Million Dollars (\$1,000,000.00)**] per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**Thirty Thousand Dollars and Zero Cents**] (\$30,000.00) plus reimbursable expenses without written approval of the City Engineer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 Prevailing Wages. Consultant 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, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant 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 Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the 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. Consultant 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

SCST, LLC
6280 Riverdale Street
San Diego, CA 92120

City:

City of Coachella
 1515 6th Street
 Coachella, CA 92236
 Attn: Brianna Greenwood

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.

3.5.4 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 this Agreement.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant 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.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or

applicant for employment because of race, religion, color, national origin, handicap, ancestry, 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. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF COACHELLA

SCST, LLC.

By:

By:

Bill Pattison, City Manager

Signature

Approved as to Form:

Name

Carlos Campos, City Attorney

Title

Attest:

Andrea Carranza, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES



SDVOSB . DVBE

SCST, Inc.
*Schedule of Fees for Professional Services –
 California Prevailing Wage
 Effective January 1, 2016*

SCST, Inc.
 Corporate Headquarters
 6280 Riverdale Street
 San Diego, CA 92120
 T 877.215.4321
 P 619.280.4321
 F 619.280.4717
 W www.scst.com

PROFESSIONAL SERVICES

Professional (Engineering, Geology, Environmental)

Principal Professional	\$174
Senior Professional	155
Project Professional	115
Staff Professional	96
Drafter	77

Technician & Inspector

Quality Control Specialist	\$87
Lab Technician	82
Building Inspector	94
Group 1	92
Group 2	94
Group 3	96
Coring	126

Project Management

Senior Project Manager	\$156
Project Manager	124
Administrative Assistant	55

Travel and Miscellaneous

Pick Up	\$66/trip
Travel Time	Hourly Rate
Per Diem (variable, depending on location)	Quote
Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq	Quote
Overtime and Saturday Rate	1.5 x Regular Hourly Rate
Sunday and Nationally Recognized Holiday Rate (including the day after Thanksgiving)	2 x Regular Hourly Rate
Rush Surcharge	normal rate plus 50%

LABORATORY TESTS

Soil and Aggregate

Absorption Coarse Aggregate (Cal 206, ASTM C127)	\$38
Absorption Fine Aggregate (Cal 207, ASTM C128)	38
California Bearing Ratio includes Max Density Method C (ASTM D854)	618
California Impact (Cal 216)	206
Chloride Ion Testing (Cal 422)	150
Clay Lumps in Aggregate/Per Size (ASTM C142)	150
Cleaness Value – 1” and Smaller (Cal 227)	200
Cleaness Value – Larger than 1” (Cal 227)	225
Consolidation (ASTM D2435)	200
Corrosivity Testing (Soluble Chlorides and Sulfates, pH and Resistivity)	187
Crushed Particles/Size (Cal 205, ASTM D693)	121
Direct Shear (ASTM D3080)	208
Durability Factor (Cal 229, ASTM D3744)	97

Geotechnical Engineering + Environmental Science & Engineering + Special Inspection & Materials Testing + Facilities Consulting

Soil and Aggregate - Continued

Durability Index (Cal 229, ASTM D3744)	\$224
Expansion Index (ASTM D4289)	177
Fine Aggregate Angularity (AASHTO T304)	200
Fineness Modulus (ASTM C136)	24
Flat & Elongated Pieces/Size (ASTM D4791)	175
Light Weight Pieces (ASTM C123)	175
Liquid Limit (Cal 204, ASTM D4318)	58
Los Angeles Abrasion – larger than 1 1/2" (Cal 211, ASTM C535)	237
Los Angeles Abrasion – 1 1/2" and smaller (Cal 211, ASTM C131)	224
Maximum Density Check Point (ASTM D698/D1557)	88
Maximum Density/Optimum Moisture - 4" (ASTM D1557)	200
Maximum Density/Optimum Moisture - 4" (ASTM D698)	200
Maximum Density/Optimum Moisture - 6" (ASTM D1557)	220
Maximum Density/Optimum Moisture - 6" (ASTM D698)	200
Minimum Density (ASTM D1556)	74
Moisture Content (Cal 226, ASTM C566, ASTM D2216)	35
Natural Density –Chunk Sample (ASTM D2937)	41
Natural Moisture/Density Ring or Core Sample (ASTM D2937)	35
Organic Impurities (Cal 213, ASTM C40)	90
Organic Matter (ASTM D2974)	75
Percent Finer than #200 (ASTM C117, ASTM D1140)	70
Permeability Remold Sample includes Maximum Density (ASTM D2434)	400
Permeability Remold Sample includes Maximum Density (ASTM D5084)	560
Permeability Undisturbed Sample (ASTM D5084)	360
Petrographic Analysis (Cal 215, ASTM C295)	Quote
pH & Resistivity (Cal 643, ASTM G51)	126
Plastic Limit (Cal 204, ASTM D4318)	69
Plasticity Index (Cal 204, ASTM 4318)	127
Potential Reactivity (ASTM C289)	220
Residual Shear (ASTM D6467)	442
Rock Correction (ASTM D4718)	26
R-Value (Cal 301, ASTM D2844)	276
Sand Equivalent (Cal 217, ASTM D2419)	88
Sieve Analysis (Cal 202, ASTM C136, ASTM D422)	90
Sieve Analysis Pit Sample (Cal 202, ASTM C136)	128
Sieve Analysis with Hydrometer (Cal 203, ASTM D422)	200
Soil Cement Compression Strength (Cal 312, ASTM D1633)	50
Soil Cement Cylinder Fabrication (Cal 312, ASTM D1632)	100
Soluble Chlorides (Cal 422)	62
Soluble Sulfate (Cal 417)	62
Soundness 5 Cycles/Size (Cal 214, ASTM C88)	120
Specific Gravity Coarse Aggregate (Cal 206, ASTM C127)	69
Specific Gravity Fine Aggregate (Cal 207, ASTM C128)	74
Triaxial Shear Consolidated-Undrained (ASTM D4767)	330
Triaxial Shear Unconsolidated-Undrained (ASTM D2850)	150
Triaxial Staged Consolidated-Undrained (ASTM D4767)	420
Triaxial Staged Unconsolidated-Undrained (ASTM D2850)	210
Unconfined Compression (ASTM D2166)	162
Unit Weight Aggregate (Cal 212, ASTM C29)	80

Asphalt Concrete

Asphalt Conformance Testing Full (inc. % Bitumen, SA Extracted, (2) Hveem, Maximum Theoretical, (2) Stabilometer Value)	\$833
Asphalt Conformance Testing Modified (inc. % Bitumen, SA Extracted, (2) Hveem)	465
Asphalt Core Specific Gravity (Cal 308, ASTM D2726)	58
Asphalt Core Specific Gravity Waxed (Cal 308, ASTM D1188)	74
Emulsion Content (CTM 382)	178
Film Stripping (Cal 302)	178
Gyratory Compacted Plug (AASHTO T312)	133
Hamburg Wheel-Plant Produced HMA (AASHTO T324/Cal-Trans Section 39)	900
Hveem – Maximum Bulk Specific Gravity (Cal 308)	133



Asphalt Concrete - Continued

Hveem & Stabilometer Value (Cal 366)	\$168
Ignition Oven Correction Factor (AASHTO T308)	500
Marshal Density, Stability & Flow (ASTM D6927) per plug	168
Marshal Density (ASTM D6926) per plug	133
Moisture Content of Asphalt Mixtures Using Microwave (Cal 370)	50
Moisture Vapor Susceptibility (Cal 307)	259
Optimum Bitumen Content (Cal 367)	3,100
Percent Bitumen Asphaltic Concrete (Cal 382, ASTM D6307)	183
Residue by Evaporation (Cal 331)	178
Rice - Maximum Theoretical Specific Gravity AC (Cal 309, ASTM D2041)	133
Sieve Analysis – Extracted Aggregate (Cal 382, ASTM D5444)	89
Stability and Flow (ASTM D1559)	147
Stabilometer Value (Cal 366)	147
Superpave Aggregate Qualities (Standard Cal-Trans Section 39 Requirements)	1,050
Superpave Mix Design-No RAP testing or Aggregate Qualities (AASHTO R35/Cal-Trans Section 39)	6,700
Superpave RAP Testing-Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	5,700
Superpave RAP Testing-Not Fractionated (ASTM D2172/AASHTO T308/Cal-Trans Section 39)	2,850
Swell Asphalt Concrete (Cal 305, ASTM D1561)	147
Tensile Strength Ratio-Plant Produced HMA (AASHTO T283)	900
Wet Track Abrasion (ASTM D3910)	285

Concrete

2X2 Cube Compression	\$27
Concrete Core Compression (ASTM C42)	59
Concrete Cylinder Compression (Cal 521, ASTM C39)	27
Flex Beam Modulus of Rupture (Cal 523, ASTM C78)	74
Modulus Elasticity (Cal 522, ASTM C469)	261
Shotcrete Mockup Panel (ASTM C1140)	1,040
Shotcrete Panel, 3 Cores – Compression (CBC)	290
Shrinkage-Hardened Concrete (ASTM C157 - Modified)	371
Split Tensile, Concrete Cylinder (ASTM C496)	74
Time of Set (ASTM C403)	200
Trial Batch Beam (Cal 523, ASTM C192)	69
Trial Batch Concrete Cylinder (Cal 521, ASTM C192)	38
Trial Batch Fabrication (ASTM C192)	298
Unit Weight, Hardened Concrete (ASTM C642)	45
Unit Weight, Lightweight Concrete (ASTM C567)	59

Masonry

Absorption Block (ASTM C140)	\$38
Compression Adobe	52
Compression Block, Standard (ASTM C140)	50
Compression, Brick (ASTM C67)	38
Efflorescence Block	59
Efflorescence, Brick (ASTM C67)	45
Grout Prism Compression (ASTM C1019)	27
Masonry Core Compression (ASTM C42)	51
Masonry Core Shear (CBC 2105A.4)	92
Masonry Prism Compression (ASTM E447)	149
Mortar Bond Strength – Pull Test (ASTM C482)	62
Mortar Cylinder Compression	27
Mortar Shear Strength (ANSI 118)	53
Relative Mortar Strength (Cal 515)	850
Shrinkage – Masonry Block (ASTM C426)	252
Trial Grout Prisms (ASTM C942)	38
Water Retention and Air Content (ASTM C270)	468



Metal

Bend Test, Reinforcing Steel (ASTM A615)	\$45
Bend Test, Structural Steel (ASTM A370)	60
Bolt Assembly – Hardness Test	74
Bolt Assembly – Tensile & Proof Load Test	74
Modulus of Elasticity (Steel)	146
Post-Tension Tendon Tensile Testing	185
Tensile Strength #3 - #8 Bar (ASTM A615/A706)	74
Tensile Strength #9 - #11 Bar (ASTM A615/A706)	90
Tensile Strength #14 - #18 Bar (ASTM A615)	Quote
Tensile Strength - Mechanical Splices #9 and Smaller (Cal 670)	185
Tensile Strength - Mechanical Splices #10 to #14 (Cal 670)	250
Tensile Strength - Mechanical Splices #18 (Cal 670)	Quote
Tensile Strength, Structural Steel (ASTM A370)	121

Miscellaneous

Fire Proofing Density Test (ASTM E605).....	\$69
Fiber Reinforced Polymer, Tensile (ASTM D3039).....	520
Rebound Hammer Calibration	40
Material Preparation	40/hr
Relative Humidity Test (ASTM F2170)	40/kit
Concrete Vapor Emission Kits (ASTM F1869)	36/kit
Test Chamber and Water Spray Rack (ASTM E1105)	275/hour
Miscellaneous Charges	Various
Default Expense.....	Various

TERMS AND CONDITIONS

All field services will be charged from portal to portal with the following minimum charges:

- A two-hour show-up charge will be applied to any service canceled the same day of service.
- A two-hour minimum charge will be applied to all field services.
- A four-hour charge will be applied to all field services requiring between two and four hours of work.
- A six-hour charge will be applied to all field services requiring between four and six hours of work.
- An eight-hour charge will be applied to all field services requiring between six and eight hours of work.
- Work in excess of eight hours up to twelve hours in a single day, will be charged in one-hour increments at 1.5 times the standard rate.
- Work in excess of twelve hours in a day will be charged in one-hour increments at 2.0 times the standard rate.

Work performed by field or laboratory personnel outside of normal business hours (6:30 AM – 5:00 PM) will be charged a premium on a case-by-case basis.

Reimbursables: SCST reserves the right to charge for services outside of the contract in the form of reimbursables. These items include, but are not limited to the following consumables: magnetic particle powder, ultrasonic copulent, concrete cylinder cans, etc. The following are also included: mileage, travel time, equipment rental, administrative time utilized for photocopying, distribution lists, express mailing, archive searches, etc.

Subcontracted services that are included on the Fee Schedule will be charged at those rates. Subcontracted services not included in our Fee Schedule will be charged at cost plus 20 percent. Per Diem charges will be applied to projects outside a 100-mile radius of our office.

Invoices for all services completed or in progress will be submitted monthly. These invoices are due in full upon presentation to the client. Invoices outstanding over 30 days will be considered past due. A finance charge will be computed at the rate of 1.5 percent per month, which is an annual rate of 18 percent and charged on all past due accounts. If legal action is brought on delinquent accounts, the prevailing party shall be entitled to recover its reasonable attorney's fees and other costs of collection.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

Should any services provided by SCST for this project become subject to state or federal prevailing wage requirements, SCST will be compensated for those services at prevailing wage rates, from the date these requirements become effective through completion of the project.

Celebrating more than 50 Years in Southern California



EXHIBIT "B"

SCHEDULE OF SERVICES

January 1, 2020 through December 31,2020

EXHIBIT "C"

COMPENSATION

Not to exceed \$30,000.00



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Gabor Pakozdi, P.E., Contract City Engineer

SUBJECT: Notice of Completion for City Project Number ST-124, Traffic Calming Phase III Project

STAFF RECOMMENDATION:

Accept the ST-124, Traffic Calming Phase III Project as complete and direct the City Clerk to file a Notice of Completion attached hereto with the County of Riverside.

BACKGROUND:

This project was developed in response to neighborhood reports of speeding problems. The initiation of this process was to submit a Speed Hump petition signed by the residents from separate households on the same subdivision.

On October 9, 2019 the City Council in accordance with City standard policy awarded a contract to Onyx Paving Company Inc. for the construction of Speed Humps in various residential areas throughout the City.

DISCUSSION/ANALYSIS:

City Staff has inspected the Project and found the improvements to be in accordance with the plans, specifications and City Standards. Staff recommends the acceptance of this project and that City Council authorize the filing of a Notice of Completion. Upon acceptance by City Council, the Project will enter a one year warranty period as prescribed by the project contract agreement.

FISCAL IMPACT:

No fiscal impact to the General Fund. The original contract amount for the project was \$137,000.00 plus contingency equaling \$150,700.00 and the final contract amount is \$137,000.00. The project was constructed within contract budget.

<p>To be recorded with County Recorder within 10 days after completion and Acceptance. No recording fee.</p> <p>When Recorded, return to:</p> <p>Angela Zepeda, City Clerk City of Coachella 1515 Sixth Street Coachella, CA 92236</p>	<div style="border: 1px solid black; padding: 2px; float: right;">Item 17.</div> <div style="text-align: right; margin-top: 100px;">(For Recorders Use)</div>
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Notice of Completion

(California Civil Code Section 3093 - Public Works)

Notice is hereby given by the undersigned owner, a political subdivision of the State of California that a public work improvement described as Traffic Calming Phase III has been completed and was accepted by the undersigned awarding authority on the date hereof. Speed Humps are located within City right-of-way on various residential streets throughout the City of Coachella.

The contractor on such work was Onyx Paving Company Inc. and the surety on his bond is Wood Gutmann & Bogart, 15901 Red Hill Ave., Suite 100 Tustin CA 92780.

The real property upon which said work was performed is in the City of Coachella, County of Riverside, and State of California.

The nature of the interest of the owner is in fee.

Date: December 10, 2019
(Date of Acceptance)

City of Coachella
(Name of Political Subdivision)
By: _____
Steven A. Hernandez

Title: Mayor

State of California)
) ss

County of Riverside)

I hereby certify that I am the City Clerk of the governing board of the City of Coachella, the political subdivision which executed the foregoing notice and on whose behalf I make this verification; that I have read said notice, know its contents, and that the same is true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at Coachella, California on _____ (Date)
(City Where Signed)

Angela Zepeda, City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Receive and file Sports League Financial Examination Report for Coachella Valley Soccer League (CVSL).

STAFF RECOMMENDATION:

Receive and file sports league financial examination report for Coachella Valley Soccer League (CVSL).

EXECUTIVE SUMMARY

A Temporary Use Agreement was executed on January 23, 2019 and its term ended on July 31, 2019. In accordance with Section 9.1 of the Temporary Use Agreement between the City of Coachella and Coachella Valley Soccer League (CVSL) a third party auditing firm was engaged to complete a financial examination of CVSL for 2019. Notification of requested documentation was provided to CVSL on April 22, 2019 requesting receipt of financial documents by May 23, 2019. A second letter was issued to CVSL on June 10, 2019 requesting remaining items still pending be provided by June 25, 2019. Initial items requested were received by CVSL on July 8, 2019. The auditing firm reviewed the submitted documents by CVSL and requested standard follow-up document requests; a letter reflecting these requested documents was submitted to CVSL on October 9, 2019 and documents were received by CVSL on October 15, 2019.

The City contracted with Turner, Warren, Hwang & Conrad (TWHC) to complete the financial audit for CVSL. The firm did identify some areas of improvement: 1) ensuring Treasurer duties are being implemented as identified by CVSL bylaws such as monthly reporting to Board of Directors and 2) Treasurer not jointly signing checks with the President. Overall TWHC provided that CVSL is using QuickBooks well and financial transactions appeared well classified and reported. Additionally, with the exceptions of the noted areas TWHC did find that CVSL was substantially in compliance with requirements in the Temporary Use Agreement and has sound financial practices in place. If asked to score CVSL on their financial practices TWHC would assign CVSL an A- (excellent with noted exceptions). A detailed report of the findings and recommendations by TWHC is attached hereto and will be posted on the City's website. On December 17, 2019 the Coachella Parks and Recreation Commission reviewed this item and recommended the attached final report be received and filed.

FINANCIAL IMPACT

No financial impact will result from this action.

Attachments:

Final Audit Finding

CITY OF COACHELLA
REPORT ON THE AUGUST 2017 – JULY 2018 FINANCIAL AUDIT OF
COACHELLA VALLEY SOCCER LEAGUE
PROVIDED NOVEMBER 2019

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EXECUTIVE SUMMARY

We were engaged to perform a financial audit of CVSL to assist the City in meeting its responsibilities under the MOU. This financial audit was based on agreed-upon procedures noted in our contract agreement dated August 6, 2019. Our findings are based on requests for documentation and information of the League via the Public Works Director and Recreation Services Coordinator as well as our review of certain documents, including publicly available records. Details of our findings are discussed in the *Procedures Performed* and *Findings* sections of this report.

Administrative burdens can be overwhelming to a small community service organization. We recognize that the League is performing a valuable community service. Our effort has been to disclose findings and provide recommendations appropriate to small volunteer organizations that assist them in complying with their agreements and bylaws as well as any government requirements.

There is substantial effort on the part of the League to comply with the MOU. Grade below is judgmental as requested by the City.

Coachella Valley Soccer League (CVSL)

Grade: A- Excellent with noted exceptions. We observed evidence of strong average organizational formation, tax compliance efforts, and financial records preparation. As noted in our procedures performed and findings, significant items to address include consideration of more frequent than annual accounting and reporting (Procedure 3) and recommended bylaws amendment (Procedure 9).

PROCEDURES PERFORMED AND FINDINGS – CVSL

Results of the steps taken for the financial audit of CVSL are provided below.

PROCEDURES PERFORMED

INTERNAL CONTROLS

1. Inquired about how financial transactions were monitored and recorded. Determined that income and expenses from activities were recorded in a manner consistent with sound business practices and that they incorporated elements of control appropriate to a small organization.
 We reviewed, summarized and analyzed financial records provided. Key records were:
 - Rabobank bank statements for August 2017 to July 2018 and transaction documents for the period
 - QuickBooks financial statements covering August 2017 to July 2018

FINDINGS

- We found the QuickBooks annual financial reporting to be sound. Financial transactions appeared well classified and reported in an organized fashion as prepared *annually* by the League's outside tax preparer from spreadsheet activity recorded by the Treasurer. The League reported that its tax preparer also reconciles the bank account.
- While good, this does not meet the full requirements of Treasurer duties per the League bylaws. The bylaws require documenting expenses jointly with the President and monthly financial reporting to the Board of Directors.
- Also, the bylaws require the Treasurer to jointly sign checks with the President, which was not done during the period.
- We recommend the League consult with its tax preparer for assistance with implementing Treasurer duties per its bylaws. Treasurer implementation of directly using QuickBooks at the League can assist with this.

2. Determined that fundraising activities were in line with the League's bylaws and properly monitored.
 We inquired about fundraising practices and a sample transaction.

FINANCIAL REPORTING

3. Obtained monthly or quarterly financial reports to determine whether reports were prepared routinely. Traced amounts on the reports to the supporting documentation such as bank statements and other documentation as related to the balance sheet items.
 We reviewed the balance sheet (net position) and income and expense statement for fiscal year ending July 2018.
- Monthly / quarterly financial reports are not prepared. Please see Procedure 1 on financial recording and annual reporting.

PROCEDURES PERFORMED

FINDINGS

4. Tested the income statement items on a test basis to determine that transactions were recorded properly.
We reviewed financial statements, bank records, deposit slips, and registration records and inquired about procedures.

The League reports that its practice is to deposit all cash and pay all expenses by check or debit card.

The League reports that the Treasurer tracks unpaid dues to ensure payment.
No exception noted.

5. Tested how income was recorded and vouched a sample of expenses.

The League provided supporting documentation for its checking activity.
No exception noted.

The League has transaction support in its scanned files. We recommend naming these files by month and systematically retaining for the document retention period as required by MOU, including any backup procedures for reliably storing data.

QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(C)(3)

6. Determined the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement.

The League is a tax exempt non-profit 501(c)(3) charitable organization eligible to receive tax exempt donations in addition to fees for services. No exception noted.

REGISTRATIONS AND TAX FILINGS

7. If applicable, determined that the League had filed the appropriate tax compliance documents.
Obtained a copy of the returns.

No exception noted.

We obtained a copy of the League's prepared 2017 Form 990-EZ (for fiscal year ending July 2018) and the prepared California electronic filing authorization form.

8. Determined that the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).

The League received tax exempt status from the IRS in a letter dated July 19, 2016, effective June 6, 2016 (after filing of IRS Form 1023-EZ Tax Exempt Application).

We verified that the League is listed on the California Franchise Tax Board's list of tax-exempt organizations.

PROCEDURES PERFORMED

FINDINGS

REVIEW OF BYLAWS AND MINUTES

9. Obtained a copy of the bylaws and determined that the League was operating substantially within its bylaws.

If not implemented already, we recommend implementing these prior financial audit findings regarding bylaws:

We noted that CVSL had corporate officers and held regular meetings (see Procedure 11). We did not find a report on the full Annual Meeting requirement according to League bylaws, including financial reporting. We recommend fulfilling this requirement.

We also recommend adding a conflict of interest section to its bylaws as appropriate for a nonprofit organization.

10. Determined that the recorded league registration was documented with the State.

At the California Attorney General Website, we determined that the League is in current status through 2018 RRF-1 Registration Renewal filing.

11. Reviewed the League's board minutes for the last twelve months.

The League kept sufficient minutes on its regular meetings.

REVIEW OF INSURANCE BINDER

12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.

The League provided us with Certificates of Insurance with \$1 million liability coverage, (\$2 million aggregate) latest expiring October 2019, also covering the City of Coachella as an additional insured.

ADDITIONAL

13. Traced payments for use of city facilities to League records.

Payments were identified in League documents.

APPENDIX A – MOU REFERENCE

Financial Excerpts from 2017 Memorandum of Understanding between the City and the Leagues (Youth and Adult)7. Record Keeping.

7.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

7.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

7.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

8. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

9. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

9.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

9.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

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STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Approve Amended Lease Agreement with Alianza Coachella Valley, for property located at 1515 Sixth Street, Coachella.

STAFF RECOMMENDATION:

Approve Amended Lease Agreement with Alianza Coachella Valley, for property located at 1515 Sixth Street, Coachella.

EXECUTIVE SUMMARY:

On September 25, 2019, City Council authorized execution of a lease agreement between the City of Coachella and Alianza Coachella Valley a project of Community Partners (Alianza) for property located at 1515 Sixth Street, Coachella. Alianza has now separated from Community Partners and has requested the lease document be amended to no longer list Community Partners. Staff requests Council authorization to execute the attached amended lease, the terms of which remain the same as originally approved in September 2019 and are listed below.

- Rent = \$1,000.00 per month
- Term = three years; October 1, 2019 – September 30, 2022
- Utilities = to be paid by Lessee for said property; with the exception of alarm system (due to storage of city information technology equipment at location), water and sewer (these meters correspond to the entire complex at 1515 Sixth Street)
- Maintenance/Janitorial = to be completed by Lessee for said property
- Insurance = to be provided by Lessee for said property

FISCAL IMPACT:

The recommended action would have a positive fiscal impact to the FY 2019/2020 budget, in the amount of \$9,000.

Attachments: Amended Lease

AMENDED LEASE AGREEMENT

Item 19.

BETWEEN THE CITY OF COACHELLA AND
ALIANZA COACHELLA VALLEY FOR OFFICE SPACE

THIS LEASE AGREEMENT (the "Lease") is made as of September 25, 2019 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), and ALIANZA COACHELLA VALLEY, a California non-profit organization (the "Lessee"), with reference to the following facts:

RECITALS

- A. The Lessor owns a 2,880 square foot building (four – 12’ x 60’ modular units) located at City Hall – Engineering Building, 1515 Sixth Street, Coachella, CA 92236, which is described in Exhibit A (the “Building”).
- B. Lessee desires to lease 2,835 square feet of the Building (the “Premises”) from the Lessor for administrative office space and programming use.
- C. Lessor will retain usage and access to the closet with IT equipment – approximately 45 square feet – as described on Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1. Recitals. Lessor and Lessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.
- 2. Leasehold. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental and upon the conditions set forth herein. Lessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in "AS IS" condition.
- 3. Premises. The Premises described in Exhibit A amount to an area of approximately 2,835 square feet. Upon execution of this Lease, Lessor grants to Lessee the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit B as the description of the Premises.
- 4. Term of Lease. The original term of the Lease shall be for a three (3) year period commencing on October 1, 2019 and terminating on September 30, 2022 (the "Term").
- 5. Rent.
 - a) During the Term of this Lease, Lessee shall pay to Lessor as rent the sum of One Thousand Dollars (\$1,000.00) per month. If Lessee decides to make tenant improvements to the Premises, then Lessee’s rent shall be waived until such time as all tenant improvement costs have been recovered by the Lessee. All tenant improvements shall be approved by Lessor pursuant to Section 10 below.

- b) The monthly rent will be paid by the Lessee to the Lessor in advance of the 27th day of each month and continuing throughout the term of this Lease.
- c) Where to Pay Rent. All rent shall be paid to Lessor at the address specified below in Section 19.

6. Utilities, Maintenance and Insurance.

- a) Utilities. Lessee shall make all arrangements for and shall pay for all utilities with the exception of water, sewer and alarm system for the Premises.
- b) Maintenance. Lessee shall provide all maintenance and repairs, at Lessee's sole cost and expense, to keep the Premises in good order and condition, including any improvements approved by the Lessor to be constructed and/or installed by the Lessee during the term of this Lease. Lessee agrees to maintain the leased premises in the same condition as when received, wear and tear in the usual and ordinary operation by Lessee; provided Lessor agrees to repair and maintain all exterior walls, the roof and other structural portions of the building, except for damages caused by Lessee, its officers, agents and patrons of Alianza Coachella Valley. Lessor further agrees to maintain and keep in good working condition the heating and cooling system including normal servicing and preventative maintenance.
- c) Insurance. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only. Lessee shall carry and maintain, during the entire term hereof, at Lessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:
- i. General Liability Insurance. Broad-form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Lessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident, or One Million Dollars (\$1,000,000) combined single limit.
 - ii. Property Insurance. Lessee shall obtain and maintain in force a policy or policies of insurance in the name of Lessee, with any loss payable to Lessee, and any lender of Lessor insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by Lessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessor, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and

commercially appropriate, such policy or policies shall insure against a direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessor). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessor. In the event any casualty results in damage to the improvements on the Premises which are the property of Lessor (and not constructed or installed by Lessee in accordance with the provisions hereof), Lessee shall either (i) use the proceeds of insurance to cause the restoration of such property of Lessor or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

- iii. Delivery of Certificate of Insurance. Lessee shall deliver to Lessor certificates of insurance evidencing the insurance procured by Lessee, which certificates shall name Lessor as an additional insured together with any lender of Lessor. The Certificates of Insurance shall be delivered by Lessee to Lessor at the time of the execution of the Lease and shall be monitored regularly.
- iv. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessor. Lessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, Lessee will deliver to Lessor written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

7. Use. Lessee shall use and occupy the Premises for purposes of administrative office space and programming use. Lessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

8. Janitorial Services. The Lessee agrees to provide at its sole cost and expense janitorial services for the leased Premises.

9. Hazardous Substances and Hazardous Materials.

a) Defined. For purposes of this Lease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

b) Prohibition and Indemnity. Lessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Lessee shall

indemnify and hold Lessor harmless from any and all claims, damages, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by Lessee or persons acting under Lessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. Lessee shall execute such affidavits, representations or other documents from time to time as Lessor may reasonably request concerning Lessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Lease.

Item 19.

10. Improvements.

- a) Consent of Lessor. Lessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessor.
- b) Lessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessor, shall be made at the sole cost and expense of Lessee.
- c) Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by Lessee shall remain Lessee's personal property and, notwithstanding principles of law applicable to real property improvements, Lessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessor's Premises and may be removed from the Premises by Lessee upon termination of this Lease in the sole discretion of Lessee. Further, upon termination of this Lease and following removal of Lessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessor, at Lessee's expense. Any of Lessee's property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessor.
- d) Mechanic's Liens. Lessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by Lessee in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work.

11. Termination. Within ninety (90) days prior to expiration of the Term, either Lessor or Lessee may terminate this Lease, without cause, by serving the other party with thirty (30) days' prior written

notice of such termination (a "Notice of Termination"). Upon termination of this Lease, L

Item 19.

return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor.
13. Assignment and Subleasing. Lessee shall not assign, or mortgage, this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor in each instance, which consent may be granted or denied in Lessor's sole discretion. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's written consent is granted, Lessee shall pay all expenses in connection with such assignment and Lessee shall remain primarily obligated to Lessor for performance of all provisions of this Lease.
14. Use of Premises by Lessor. The Premises will be used for as administrative office space and programming for the Lessee; however, the Lessor still has access and use to storage room and closet with IT equipment – approximately 45 square feet identified in Exhibit C.
15. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.
16. Indemnification. To the extent permitted by law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Premises or any part thereof in connection with this Lease, unless caused by the gross negligence or willful misconduct of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any claims for damages which arise in connection with any such occurrence. Lessor agrees to indemnify and hold Lessee harmless from any claims for damages which arise from the gross negligence or willful misconduct of Lessor in connection with the Premises or this Lease. Said indemnifications shall include indemnity from any reasonable costs or fees which the indemnified party may incur in defending any such claim. The provisions of this Section shall survive termination of this Lease.
17. Lessor's Remedies on Default. If Lessee defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if Lessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' notice to Lessee. On the date specified in such notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the Premises to Lessor, without extinguishing Lessee's liability. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.
18. Waiver. No Failure to Lessor to enforce any term hereof shall be deemed to be a waiver.

19. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth herein below by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopies. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessor
City of Coachella
53462 Enterprise Way
Coachella, CA 92236
Attn: Maritza Martinez
Phone: (760) 501-8111
E-mail: mmartinez@coachella.org

To Lessee
Alianza Coachella Valley
P.O. Box 38
Coachella, CA 92236
Attn: Silvia Paz
Executive Director
Phone: (760) 972-4628
E-mail: silvia@alianzacv.org

20. No Agency/Employment. In performing the terms of this Lease, the Lessor and Lessee each remain an autonomous and separate entity, solely responsible for its own actions and those of its officers, employees, agents and volunteers. No relationship of employment, agency, partnership or joint venture is to be created by or implied from this Lease.

21. Time of Essence. Time is of the essence of this Lease.

22. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

23. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first writt

Item 19.

LESSEE:

ALIANZA COACHELLA VALLEY

California Non-Profit Organization

By: _____

Silvia Paz, Executive Director

LESSOR:

THE CITY OF COACHELLA

California Municipal Corporation

By: _____

William B. Pattison Jr., City Manager

Attest:

By: _____

Angela M. Zepeda

City Clerk - City of Coachella

Approved as to Form:

By: _____

Best, Best & Krieger LLP

City Attorney

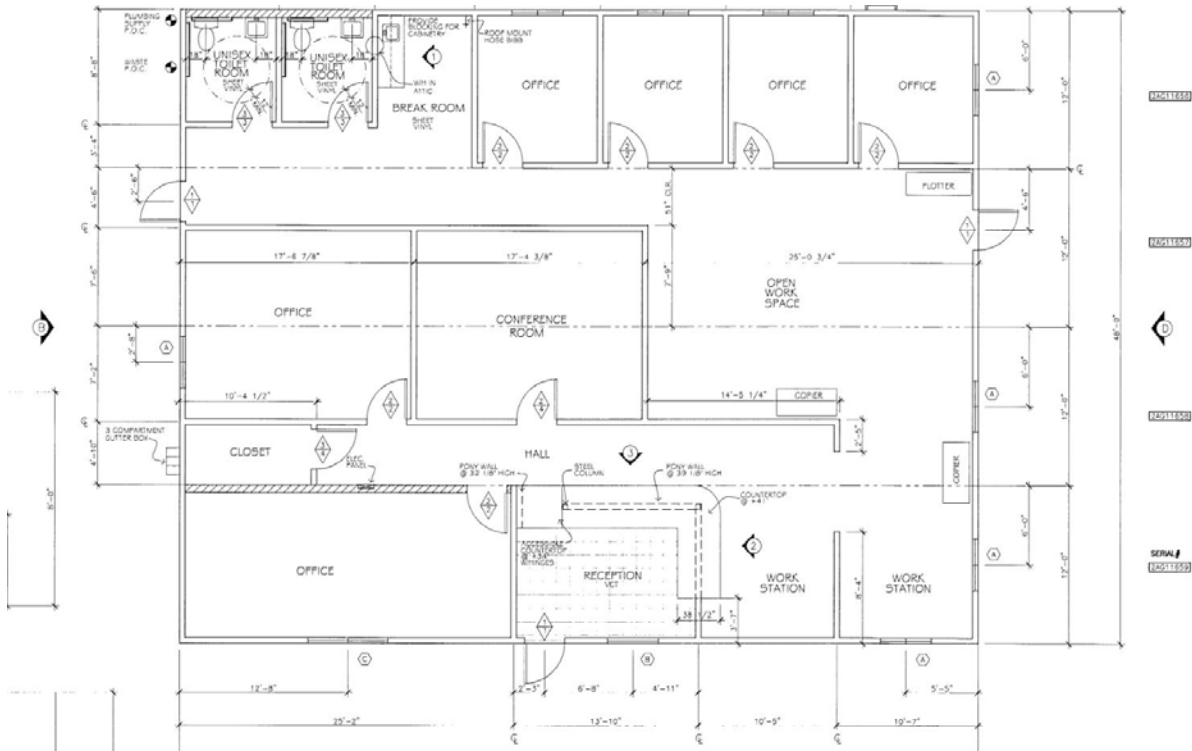
EXHIBIT "A"

Item 19.

DESCRIPTION OF BUILDING:

The City of Coachella (Lessor) owns real property (approximately 2,880 square feet) located at 1515 Sixth Street, Assessor Parcel Numbers: 009-618-472, in the City of Coachella, County of Riverside, and the State of California. The total leased space is approximately 2,835 square feet ("Premises").

Depiction/Sketch:



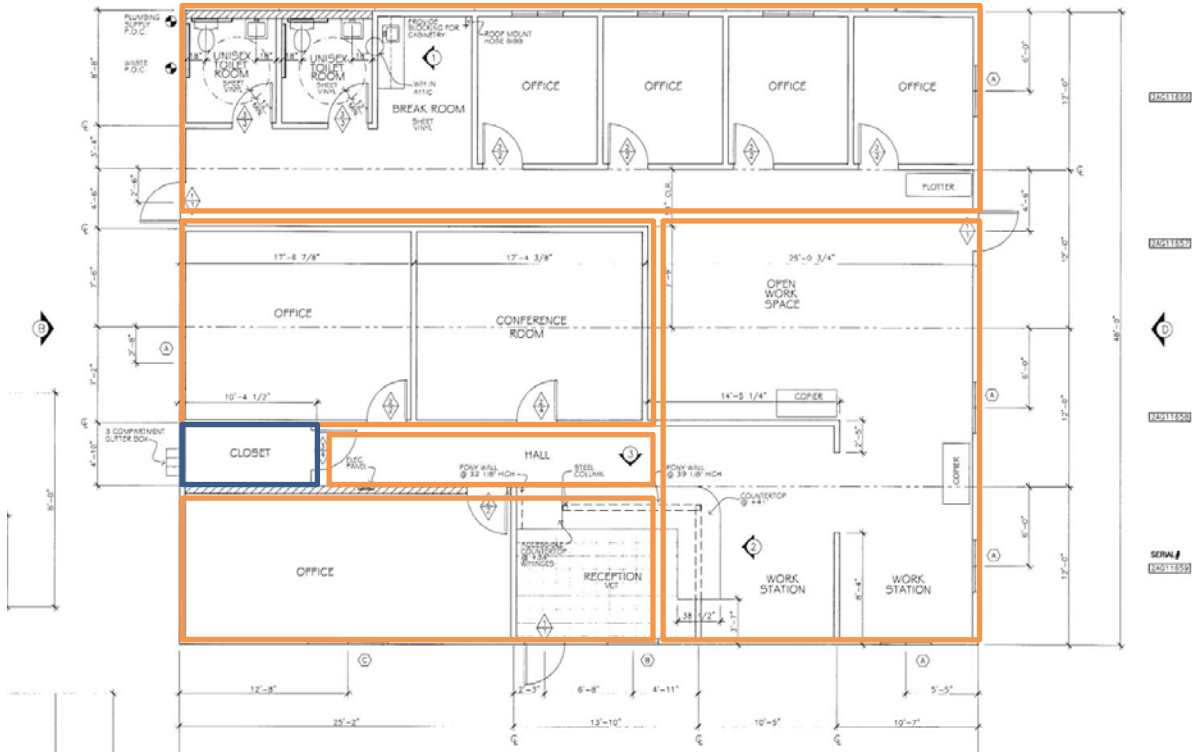
SURVEY OF PREMISES

Pending

EXHIBIT "C"

Item 19.

Use of Premises by the Lessor and Lessee:



Lessor (City) Use =

Lessee Use =



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Gabor Pakozdi, P.E., Contract City Engineer

SUBJECT: Amendment No. 1 to the Professional Service Agreement with Angenious Engineering Services, Inc. to provide Engineering Services for the Dillon Road Bridge over the Coachella Valley Storm Water Channel, Project # 2019-ST-109, to modify provisions applicable to Subconsultants.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute Amendment No. 1 to the Professional Service Agreement (PSA) with Angenious Engineering Services, Inc. (Consultant) to provide Engineering Services for the Dillon Road Bridge over the Coachella Valley Storm Water Channel, Project # 2019-ST-109 (Project), to modify provisions applicable to subconsultants.

BACKGROUND:

On or about April 25, 2019 the City and Consultant entered into a PSA to provide Engineering Services for the Project. Consultant is actively working on the Project at present.

DISCUSSION/ANALYSIS:

For highly specialized engineering tasks, qualified specialty subconsulting work is required for the Project. Amendment No. 1 provides the necessary minor modifications to the PSA to enable engagement of the required specialty subconsulting services. The City Attorney has reviewed and concurred with the modifications.

FISCAL IMPACT:

In accordance with Amendment No. 2 of the Reimbursement Agreement between the City of Coachella and the Coachella Valley Association of Governments, approved on June 27, 2016, CVAG will reimburse the City for 100% of the project cost, not to exceed \$1,259,000.00.

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND ANGENIOUS ENGINEERING SERVICES,
INC.**

1. Parties and Date.

This Amendment No. **1** to the Professional Services Agreement is made and entered into as of this ___ day of January, 2020, by and between the City of Coachella (“City”) and Angenious Engineering Services, Inc., a California corporation with its principal place of business at 16 Egret Lane, Aliso Viejo, CA 92656 (“Consultant). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled “City of Coachella Professional Services Agreement” dated April 25, 2019 (“Agreement” or “Contract”) for the purpose of retaining the services of Consultant to provide engineering, design, and other services for the Dillon Road project.

2.2 Amendment. The City and Consultant desire to amend the Agreement to allow the City to modify provisions stipulated in the Agreement that are applicable to subconsultants of Consultant.

2.3 Amendment Authority. This Amendment No. **1** is authorized pursuant to Section 3.5.14 of the Agreement.

3. Terms.

3.1 Section 3.6 (D). Section 3.6 (D) of the Agreement is hereby amended in its entirety to read as follows:

"Any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. Notwithstanding the foregoing, the City Manager may, on a subagreement by subagreement basis, provide in writing to Consultant allowable modification to provisions stipulated in this Agreement that are applicable to subconsultants."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **1**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **1**. From and after the date of this Amendment No. **1**, whenever the term “Agreement” or “Contract” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **1**.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

3.4 Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 1 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COACHELLA
AND ANGENIOUS ENGINEERING SERVICES, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 1 to the City of Coachella Professional Services Agreement as of the day and year first above written.

CITY OF COACHELLA

Angenious Engineering Services, Inc.

Approved By:

William Pattison
City Manager

Date

Approved As to Form:

Carlos Campos, City Attorney

Date

Attested By:

City Clerk

Date

Signature

Name

Title

Date

Signature

Name

Title

Date



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Gabor Pakozdi, P.E., Contract City Engineer

SUBJECT: Amendment No. 2 to the Professional Service Agreement with Transpo Group USA, Inc. for the City of Coachella's Active Transportation Plan in an amount of \$8,000.00.

STAFF RECOMMENDATION:

Authorize the City Manager to Execute Amendment No. 2 to the Professional Service Agreement (PSA) with Transpo Group USA, Inc. (Consultant) for the City of Coachella's Active Transportation Plan (Plan) in an amount of \$8,000.00.

BACKGROUND:

On or about March 28, 2018 the City and Consultant entered into a PSA to provide consulting services for the Plan. Upon Consultant's completion of the first draft of the Plan the City has requested additional work for public outreach.

On or about December 12, 2018 the City and Consultant entered into an agreement amending the PSA to provide consulting services for the additional work of public outreach in the amount of \$8,000.00.

Due to previously unforeseen issues, the public outreach work has not commenced as anticipated and thus was not completed by the end of the agreement's term. Accordingly, the Consultant has received no payment from the City.

DISCUSSION/ANALYSIS:

Amendment No. 2 provides additional time for performing the public outreach work identified in the March 28, 2018 Amendment for no additional cost to the City beyond the previously agreed \$8,000.00 fee.

FISCAL IMPACT:

This Amendment will be funded through the Engineering Departments Professional Services Budget in the amount of \$8,000.00.

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF COACHELLA
AND TRANSPRO GROUP USA, INC**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into as of January 22nd 2020 by and between the City of Coachella (“City”) and Transpo Group USA, Inc. (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This Amendment is made with the respect to the following facts and purposes:
 - a. On or about March 28th 2018 the City and Consultant entered into that certain agreement entitled “City of Coachella Professional Services Agreement” between the City and Consultant in the amount of \$45,000.00.
 - b. On or about December 12th 2018 the City and Consultant entered into that certain agreement entitled “First Amendment to Agreement between the City of Coachella and Transpo Group USA, Inc.” between the City and Consultant in the amount of \$8,000.00 for additional consulting services.
 - c. Due to previously unforeseen issues, the public outreach work has not commenced as anticipated and thus was not completed by the end of the agreement’s term, March 28, 2019. Accordingly, the Consultant has not received the \$8,000.00 compensation from the City.
 - d. The parties now desire to amend the March 28th 2018 Agreement as set forth in this Second Amendment.

2. Amendment. Section 3.3.1, Compensation, of the Agreement is hereby amended in its entirety to read as follows:

“3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement as set forth in Exhibit “A” at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty Three Thousand Dollars (\$53,000.00)** without written approval of the City’s representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

“3.1.2 Term The agreement shall end on **May 31, 2020** unless extended by agreement amendment.”

3. Continuing Effect of Agreement. E Page 240 nded by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date

of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

- 4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Amendment as of the day and year first set forth above, which date shall be considered by the parties to be the effective date of this Amendment.

CITY OF COACHELLA

TRANSPO GROUP

By: _____
William Pattison, City Manager

Title

By: _____
Carlos Campos, City Attorney

Attest: _____
City Clerk

Exhibit A
AMENDED SCOPE OF SERVICES

TASK 1: SAFE ROUTES TO SCHOOL PLAN AND WORKSHOP

Included in the ATP, Transpo will create a new list of Safe Routes to School (SRTS) projects for public schools in Coachella. The Team recognizes how critical key stakeholder feedback is when creating a SRTS Plan. Stakeholders provide firsthand insight on community needs and desires. This essential feedback provides the backbone of the plan.

Transpo proposes conducting a community-based meeting in the form of one SRTS workshop for all schools at one central location. We will present the project and provide a brief overview of the process. We will collect community feedback to identify key areas around the school with a focus on improving school routes and pathways that will promote more participation in active transportation. We will conduct the workshop in English and Spanish..



We will invite key stakeholders from the schools to attend. These stakeholders will include, but not be limited to:

- Parents
- Students
- Principals
- School facilities personnel
- Crossing guards
- Relevant City of Coachella Departments, such

as:

- City Manager’s office
- Engineering
- Public Works
- Development Services
- Police
- Parks and Recreation



The workshop results will be used to identify intersections, missing sidewalks and other barriers to walking and bicycling to school. From this information, we will create plans to remedy safety problems at the schools.



The Team will develop solutions to remedy pedestrian-related issues along school routes at up to 12 locations. Pedestrian devices to be proposed at these intersections and corridors may include and are not limited to the following:

- High-visibility crosswalks
- Crossing islands
- Protected left signal phases
- Increased time on the pedestrian walk phase
- Advance stop / yield lines
- New or improved curb ramps
- Curb extensions
- Signs
- Roundabouts and traffic circles
- Traffic calming treatments such as, but not limited to, raised crosswalks, mini traffic circles, roundabouts, medians, islands and chicanes
- New or improved sidewalks
- New or improved crossings
- New or improved lighting



Each project will have a description of existing conditions, proposed recommendations, and a graphic illustrating the recommended treatments. We will recommend the appropriate treatments from the full pedestrian planning and traffic calming toolbox. In some cases, options will be given. We will recommend the most appropriate, effective, and efficient tools to meet the local needs. We will apply guidelines for marked and unmarked crosswalks at uncontrolled intersections developed from research of the Pedestrian and Bicycling Information Center, as well as those taught in the FHWA

Pedestrian Safety Design class by Ryan Snyder. Many locations will have a list of multiple devices to be used in combination, or to be phased in.

TASK 2: PUBLIC OUTREACH

Transpo Group proposes to hold two (2) Citywide Proposed Bicycle and Pedestrian workshops to obtain input from the community members and other stakeholders. The first workshop will be used to introduce the Plan and the process to the community. We will show the types of improvements that have been made in other cities. We will solicit information from attendees as to where they believe bikeways and improved bicycle parking is needed, as well as where pedestrian improvements are needed. We will do this through a mapping exercise where attendees will draw on large-scale aerial photos or maps. We will hold a second communitywide workshop near the end of the planning process to show our recommendations and get feedback.

For each of these workshops, we will depend on the City to reserve a venue and contact potential stakeholders. The workshops will be conducted in English and Spanish.

TASK 3: PRESENTATION TO THE PLANNING COMMISSION AND CITY COUNCIL

Transpo will present the ATP in two (2) public hearings. One will be before the Planning Commission and the other before the City Council. The ATP Plan will include the following components:

- Introduction
- Description of Public Outreach
- Existing Conditions Analysis
- Proposed Citywide Bicycle Network
- Safe Routes to School Plan
- Ongoing Programs Description
- Funding & Implementation Plan (includes Planning-Level Cost Estimates)

Transpo will also coordinate with City staff in preparing presentations to the Planning Commission and City Council.

Based on comments received, we will modify the Draft ATP to create the Final ATP.

Exhibit B
COST

The cost to complete this Amendment will be \$8,000. We will invoice monthly according to the percentage of the project completed.



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Gabriel D. Martin, Economic Development Manager

SUBJECT: Structural Property Improvement Program (SPIP) – Approval of Funding for Jesus R. Gonzalez Property located on 772 Vine Avenue

STAFF RECOMMENDATION:

Staff recommends that the City Council approve the Structural Property Improvement Program (SPIP) funding for a forgivable matching grant of \$20,000 to the Jesus R. Gonzalez and to authorize the City Manager to execute the associated documents on behalf of the City.

BACKGROUND:

General Program Summary: The Structural Property Improvement Program (SPIP) is designed to incentivize private property owners to invest in seismic retrofits of their properties in downtown on Sixth St. in the Pueblo Viejo area, east of Orchard Avenue and West of Grapefruit Blvd. This forgivable matching grant uses some of the features used successfully by other California municipal governments to incentivize business/property owners to rehabilitate properties over the past 30 years. The structure of an incentive program often determines its success and matching grant programs have the highest success rate as opposed to a low interest loan based programs. Downtown Revitalization often entails designing a program to meet the needs of the specific municipality's circumstances. In a challenged commercial real estate market, with a high percentage of absentee investors as property owners, it can be difficult to reach significant adoption rates with low interest loan programs, as opposed to matching grant or forgivable loan programs.

Specific SPIP Action Items: The Mayor Pro Tem and Council received a presentation on the SPIP at the City Council meeting of July 9, 2014. At that meeting, Council provided comments and suggestions that staff incorporated into the program. On July 23, 2014, City Staff presented the SPIP and City Council approved the program. Economic Development and Development Services staff then began working with stakeholders to provide information to the property owners to obtain program adoption and in August the City received applications from property owners that fully subscribed the allotted funds for the program, \$100,000. The Economic Development Manager worked with the City Attorney to create the legal documents to secure the forgivable matching grant, such as: 1.) Operating Covenant, 2.) Deed of Trust, and 3.) Promissory Note and presented these to the City Council who approved them on December 10, 2014.

DISCUSSION/ANALYSIS:

The owners (Jesus R. Gonzalez) of commercial building, located at 772 Vine Avenue in the City of Coachella (APN: 778-060-003), submitted an SPIP application on September 24, 2019. The Economic Development Manager subsequently coordinated with the owners over the next few months as they reviewed prior building studies, title reports and design options needed to complete the seismic/structural work. Due to the SPIP policies and guidelines this property is eligible for Twenty Thousand (\$20,000) dollars due to it having a frontage of over 90 linear feet.

The owners' engineers and contractors will submit plans to the Development Services Department to perform the necessary seismic retrofits and structural work, which were primarily installation of "positive roof to wall connections". The scope of work will include, but not limited to; foundation and slab work; construction of new interior load bearing walls to directly support the roof and associated new floor tile. The retrofit work will be inspected and approved by the City Building Inspector once completed. The owner has met with the Economic Development Manager and City Attorney to review the necessary legal documents; the Promissory Note, Operating Covenant and Deed of Trust and Fixture Filing, which is to be executed, notarized and returned to the City. Upon receipt of the legal documents and financial receipts, the City will process the paperwork to disburse the funds to the owner.

ALTERNATIVES:

1. Modify the SPIP funding request as deemed appropriate and authorize the City Manager to execute the documents.
2. Do not approve the SPIP funding request.

FISCAL IMPACT:

The current action is authorizing additional specific funding (\$20,000) as a portion of the total \$100,000 previously approved for the SPIP on July 23, 2014, and as approved, this will be drawn from the City's General Fund Reserves.

RECOMMENDED ALTERNATIVE(S):

Approve the SPIP funding request as presented.

Attachments:

1. Operating Covenant Agreement
2. Deed of Trust
3. Promissory Note
4. SPIP Application
5. Proof of Ownership

OPERATING COVENANT AGREEMENT

THIS OPERATING COVENANT AGREEMENT (this “**Agreement**”) is dated as January ____, 2020 (“**Effective Date**”), and is entered into by and between the CITY OF COACHELLA, a California municipal corporation (“**City**”), and INDIVIDUAL, Jesus R. Gonzalez (“**Owner**”). The City and Owner (individually a “**Party**” and collectively, the “**Parties**”) enter into this Agreement with reference to the following recited facts (each a “**Recital**”):

RECITALS

A. The City has adopted a structural property improvement program (“**SPIP**”) to assist in the seismic retrofit of certain properties located in the downtown area of the City on Vine Avenue in the Downtown Pueblo Viejo District, between 4th Street and 5th Street. (“**Program Area**”); and

B. Owner owns a property located in the Program Area at 772 Vine Avenue in the City of Coachella, California, as further described in Exhibit A attached hereto and incorporated herein by this reference (“**Property**”), and has performed or will have perform certain seismic retrofit and other improvements to the Property (the “**Improvements**”); and

C. Owner has requested financial assistance from the City in an amount of Twenty Thousand Dollars (\$20,000.00) (“**SPIP Loan**”) for reimbursement of certain costs of the Improvements, and in consideration for the SPIP Loan, Owner has agreed to operate, or cause to be operated, a Business on the Property for the Operating Period (as defined below).

TERMS

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS SET FORTH IN THIS AGREEMENT, CITY AND OWNER AGREE, AS FOLLOWS:

1. **Definitions.** All initially capitalized terms used in this Agreement shall have the meanings set forth in this Section 1 or, if not defined in this Section 1, where such term first appears in this Agreement, unless the context of usage clearly requires another meaning.

1.1 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, or amendment to any of the foregoing, as shall be necessary or appropriate under any applicable law to construct the Improvements or operate the Business.

1.2 **Business.** The business of the Owner, or of a tenant of the Owner, which is operated on the Property as of the date hereof, or such other business of the Owner, or a tenant of the Owner, as may be operated on the Property from time to time.

1.3 **Deed of Trust.** That certain Deed of Trust and Fixture Filing (With Security Agreement) dated as of the date hereof, executed by Owner, as trustor, in favor of the City, as beneficiary.

1.4 **Improvements Completion Date.** The later of the date on which the Owner is issued a Certificate of Occupancy or an approved final inspection by the City with respect to the Improvements.

1.5 **Note.** That certain Promissory Note dated as of the date hereof in the amount of the SPIP Loan, executed by Owner in favor of the City.

1.6 **Operating Period.** The time period beginning on the Improvements Completion Date and ending on the fifth (5th) anniversary of the Improvements Completion Date; provided that the Operating Period may be extended up to a maximum period of six (6) years from the Improvements Completion Date as provided in Section 2.

1.7 **Person.** Any association, corporation, governmental entity or City, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization or other entity of any kind.

2. **Operating Covenant.** Owner covenants to the City to continuously operate (for a period of not less than 8 hours per day for a minimum of four days per week), or cause a tenant of the Property (“**Tenant**”) to operate, a Business on the Property throughout the entirety of the Operating Period. Owner shall, for the entirety of the Operating Period, at Owner’s sole cost and expense (or at the expense of a Tenant, as applicable), obtain and maintain all franchises, permits, contractual arrangements, licenses, and registrations necessary for the continuous operation of the Business, or require the foregoing to be performed by a Tenant. Notwithstanding the foregoing, in the event the Business shall cease operation for any reason, Owner shall be permitted up to a period of six months to commence a new Business on the Property (or obtain a new Tenant to open a Business on the Property), provided that the Operating Period shall be extended by the same number of days as there was no Business in operation on the Property during such period; provided that in no event shall a Business not be in operation on the Property for more than six months during any twelve month period.

3. **Other Agreements.** The Agreement is being entered into concurrently with the execution of the Note and the Deed of Trust. The obligations of the Owner under this Agreement are secured by the Deed of Trust.

4. **Forgiveness of SPIP Loan.** Provided that Owner is not in default of this Agreement, City agrees to forgive the entire amount due on the SPIP Loan at the end of the Operating Period.

5. **Defaults.** The failure by Owner to perform any of its obligations set forth in this Agreement, which failure is not cured within thirty (30) days after the Owner’s receipt of written notice from the City that such obligation was not performed, shall constitute an event of default under this Agreement. Any event of default under this Agreement shall also constitute an event of default under the Note and the Deed of Trust, entitling the City to pursue any available legal or equitable action or remedy provided therein or by applicable law.

6. **Indemnification.**

6.1 **Owner Indemnity Obligations.** In addition to any other specific indemnification or defense obligations of the Owner set forth in this Agreement, the Owner agrees to indemnify, defend (upon written request by the City and with counsel reasonably acceptable to the City) and hold harmless the City, its governing board, commissions, agents, officers, employees and attorneys (the “**Indemnified Parties**”) from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (“**Claims**”), including, but not limited to reasonable attorney’s fees of counsel retained by the City, expert fees, costs of staff time, and investigation costs, of whatever kind or nature, that are in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, through any act, omission, fault or negligence, whether active or passive, of the Owner or the Owner’s officers, agents, employees, independent contractors or subcontractors of any tier, relating in any manner to this Agreement. Without limiting the generality of the foregoing, the Owner’s obligation to indemnify the City shall include injury or death to any person or persons, damage to any property, regardless of where located, including the Property, of the City, any workers’ compensation or prevailing wage determination, claim or suit or any other matter arising from or connected with any goods or materials provided or services or labor performed regarding the Business on behalf of the Owner by any person or entity.

6.2 **Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

7. **Governing Law.** The substantive and procedural laws of the State of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles.

8. **Assignment.** Owner may only assign its rights or obligations under this Agreement with the prior written consent of the City, which shall not be unreasonably withheld, delayed or conditioned.

9. No Effect on City’s Authority. Nothing in this Agreement shall limit or restrict the authority of the City to take any other actions with respect to the Business or the Property or Owner without notice to or consent from Owner, except as may otherwise be expressly provided by applicable law. The approval of this Agreement by the City shall not be binding on the City, or any other commission, committee, board or body of the City regarding any Approvals regarding the Property or the Business required by such bodies. No action by the City with reference to this Agreement or any related documents shall be deemed to constitute issuance or waiver of any required City Approval regarding the Property or Business.

10. Non-liability of City Officials and Employees. No elected official, officer, contractor, consultant, attorney, employee or agent of the City shall be personally liable to Owner, any voluntary or involuntary successor or assign of Owner, or any lender or other Person holding an interest in Owner, in the event of any default or breach of this Agreement by the City, or for any obligations of the City arising under this Agreement.

11. Notices.

11.1 **Delivery.** Any and all notices submitted by either Party to the other Party pursuant to or as required by this Agreement shall be in writing and addressed to the City or Owner (and their designated copy recipients) as set forth in Section 11.2. Notices (including any required copies) shall be delivered personally, by Federal Express, United Parcel Service or other nationally recognized overnight (one-night) courier service or by registered or certified United States mail, return receipt requested and postage prepaid, to the addresses set forth in Section 11.2, in which case they shall be deemed delivered on the date of delivery (or when delivery has been attempted twice, as evidenced by the written report of the courier service) to such address(es) or on the fourth (4th) day following deposit with the United States Postal Service for delivery. Either Party may change its address for delivery of notices by notice in compliance with this Agreement. Notice of a change of address shall be effective only upon receipt.

11.2 **Addresses.** The following are the authorized addresses for the submission of notices, demands or communications to the Parties, under this Agreement, as of the Effective Date:

To City: City of Coachella
City Hall
53990 Enterprise Way
Coachella, CA 92236
Attention: Economic Development Manager

With a copy to: Best Best & Krieger LLP
74-760 Hwy. 111, Suite 200
Indian Wells, CA 92210
Attention: Carlos Campos, Esq.

To Owner: Jesus R. Gonzalez
P.O. BOX 1144
Coachella, CA 92236
Attention: Jesus R. Gonzalez

12. Jurisdiction and Venue. The Parties each acknowledge and agree that this Agreement is entered into and is to be fully performed in the City of Coachella, County of Riverside, State of California, and that all legal actions arising from this Agreement shall be filed in the Superior Court of the State of California in and for the County of Riverside, California, or the United States District Court with jurisdiction in the County of Riverside, California.

13. Tax Consequences. Owner acknowledges that it may experience tax consequences as a result of its receipt of the SPIP Loan provided for in this Agreement, and any forgiveness thereof in accordance with the Agreement, and agrees that it shall bear any and all responsibility, liability, costs, and expenses connected in any way therewith.

14. Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement, in their entirety, by this reference.

15. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting, and revision of this Agreement, with advice from legal counsel and other advisers of their own selection. A term defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Agreement. The words “include” and “including” shall be construed to be followed by the words: “without limitation.” Each collective noun shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” includes the word “and.”

16. Counterpart Originals; Integration. This Agreement may be executed in multiple counterpart originals, each of which is deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement and the exhibits attached to this Agreement, together with the Note and the Deed of Trust, represent the entire understanding of the Parties and supersede all previous negotiations, letters of intent, and memoranda of understanding or agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

17. Severability. If any term or provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term or provision to Persons or circumstances, except those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable laws.

18. No Waiver. Failure by a Party to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers under this Agreement at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

19. Time is of the Essence. Time is of the essence in the performance of the Parties’ obligations under this Agreement.

20. No Third Party Beneficiaries. The performances of the Parties’ respective obligations under this Agreement are not intended to benefit any Person other than the City and Owner, except as may be expressly provided otherwise in this Agreement. No Person not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party’s performance or non-performance under this Agreement, except as otherwise expressly provided in this Agreement.

21. Relationship of Parties. The Parties agree and intend that the City and Owner are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

[Signatures on following page]

**SIGNATURE PAGE
TO
OPERATING COVENANT AGREEMENT**

CITY:

CITY OF COACHELLA, a California municipal corporation

OWNER:

INDIVIDUAL

By: _____
WILLIAM B. PATTISON, JR.
City Manager

By: _____
JESUS R. GONZALEZ
Owner

Approved as to form:

Best, Best & Krieger LLP

By: _____
City General Counsel

EXHIBIT "A"
TO
OPERATING COVENANT AGREEMENT

Property Legal Description

.22 ACRES
Land Use: C05 Commercial, General Office Building
LOTS 2 BLK 26
MB 004/052 COACHELLA

APN: 778-060-006

Zoning: CG

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Coachella
Civic Center
53990 Enterprise Way
Coachella, CA 92236
Attention: City Manager

Recorder's Use

DEED OF TRUST AND FIXTURE FILING
(With Security Agreement)

THIS DEED OF TRUST AND FIXTURE FILING (With Security Agreement) (as it may be amended and modified from time to time, the "Deed of Trust") is made as of this ____ day of _____, 2020 by Jesus R. Gonzalez, whose address is P.O. BOX 1144, Coachella, CA 92236 (referred to herein as "Trustor"), in favor of First American Title Company ("Trustee"), and for the benefit of CITY OF COACHELLA, a California municipal corporation (the "Beneficiary"), whose mailing address is 53990 Enterprise Way, Coachella, CA 92236.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, that certain real property located in the City of Coachella, County of Riverside, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Premises");

TOGETHER WITH Trustor's interest in any and all buildings and other improvements now or hereafter erected on the Premises including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements including but not limited to all current and future air rights, development rights, zoning rights and other similar rights or interests, easements, roads, streets, alleys, sewer rights, and appurtenances related to or benefiting the Premises and/or the Improvements or both;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) all personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter affixed to the Premises or the Improvements, and (ii) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages); and

TOGETHER WITH all proceeds of the foregoing.

The entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate".

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Obligations"):

- (a) Payment of indebtedness in the original principal amount of up to TWENTY THOUSAND DOLLARS (\$20,000.00) ("Loan"), with interest thereon, evidenced by that certain promissory note of even date herewith (as it may be amended, modified, extended, and renewed from time to time, the "Note") executed by Trustor, as maker, in favor of Beneficiary;
- (b) Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon equal to the interest rate as set forth in the Note (which rate of interest is hereinafter referred to as the "Agreed Rate");
- (c) Performance of every obligation of Trustor contained in the Loan Documents (as defined below); and
- (d) Performance of every obligation of Trustor contained in the Operating Covenant Agreement dated of even date herewith (as it may be amended from time to time) (the "Operating Covenant Agreement").

This Deed of Trust, the Note, the Operating Covenant Agreement and any other agreements or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "Loan Documents".

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or cause to be performed each of the Obligations.

1.02 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Except as provided herein, Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary, which consent shall not be unreasonably withheld; provided, however, that Trustor may remove items in the ordinary course of operations, provided that such items are replaced with items similar in quality and value to the original condition of the items so removed and Beneficiary continues to have a perfected security interest therein. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restores in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent allowed by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease. “Requirement” and “Requirements” mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected, and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force with respect to the Trust Estate, at no expense to Trustee or Beneficiary, policies of insurance in forms and amounts and issued by companies reasonably satisfactory to Beneficiary covering such casualties, risks, perils, liabilities and other hazards as is reasonably required by Beneficiary. All such policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor or any party holding under Trustor that might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Trustor, other than deductibles reasonably approved by Beneficiary.

1.04 Indemnification; Subrogation; Waiver of Offset

(a) If Beneficiary is made a party to or is threatened with any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or

destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. “Person” means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.05 Impositions. Trustor shall pay, or cause to be paid, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an “Imposition” and collectively as “Impositions”), provided, however, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

1.06 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all reasonable costs and expenses (including, without limitation, costs of evidence of title, litigation, and reasonable attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear.

1.07 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, after the giving of any required notice under the Loan Documents and the expiration of any applicable cure periods, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider reasonably necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary reasonable expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective reasonable costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and reasonable attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.08 Transfer of Trust Estate by Trustor. Trustor agrees that, in the event of any Transfer (as hereinafter defined), without the prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. Beneficiary may grant or deny such consent in its sole discretion and, if consent should be given, any

such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor or any maker of the Note from any liability thereunder without the prior written consent of Beneficiary. As used herein, "Transfer" shall mean any sale, transfer, conveyance, assignment, hypothecation, mortgage, encumbrance, lease (with a term of more than three (3) years) or vesting of the Trust Estate or any part thereof or interest therein to or in any person, firm or entity, whether voluntary, involuntary, by operation of law, or otherwise.

1.09 Eminent Domain.

(a) In the event that any proceeding or action be commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise (hereinafter collectively referred to as a "Taking"), or if the same be taken or damaged by reason of any public improvement or Taking, or should Trustor receive any notice or other information regarding such Taking or damage, Trustor shall give prompt written notice thereof to Beneficiary. All compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such Taking or damage or received by Trustor as the result of a transfer in lieu of a Taking (the "Condemnation Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require. If Trustor receives any Condemnation Proceeds, Trustor shall promptly pay over such proceeds to Beneficiary. Beneficiary is hereby authorized and empowered by Trustor, at Beneficiary's option and in Beneficiary's sole discretion, as attorney-in-fact for Trustor, to settle, adjust, or compromise any claim for loss or damage in connection with any Taking or proposed Taking and, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name and/or on behalf of Trustor any such action or proceeding arising out of or relating to a Taking or proposed Taking; provided, however, that so long as no Event of Default is continuing, Trustor shall be entitled to reasonably participate in any action, proceeding or settlement relating to such Taking.

(b) Condemnation proceeds shall be subject to and disbursed for the repair and restoration of the Trust Estate under such terms and conditions as may be reasonably required by Beneficiary, or upon the occurrence and during the continuance of an Event of Default, such proceeds may be applied to the Obligations at Beneficiary's election.

1.10 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.11 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.

1.12 Inspections. Subject to the rights of tenants at the Trust Estate, during normal business hours and upon reasonable advance notice (except in the event of an emergency, in which event entry shall not be limited to normal business hours and no advance notice shall be necessary), Beneficiary, and its agents, representatives, officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.13 Ownership. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate.

1.14 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof. Upon payment of all amounts due under the Obligations, Trustee and Beneficiary shall record a release and reconveyance of this Deed of Trust.

1.15 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

ARTICLE II ENVIRONMENTAL PROVISIONS

2.01 Definitions.

“De Minimis Amounts” shall mean any Hazardous Substance either (1) being transported on or from the Premises or being stored for use on the Premises within a year from original arrival on the Premises in accordance with industry practice or (2) used that both (a) does not constitute a violation of any Environmental Law and (b) is consistent with customary business practice in the state where the Premises is located.

“Hazardous Substance”: (a) any oil, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance or any other waste, material, or pollutant that: (i) poses a hazard to the Trust Estate or to persons on the Trust Estate, or (ii) causes the Trust Estate to be in violation of any Hazardous Substance Law; (b) asbestos in any form; (c) urea formaldehyde foam insulation; (d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls; (e) radon gas; (f) any chemical, material, or substance defined as or included in the definition of "hazardous substance," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant to those laws, including, but not limited to, any Hazardous Substance Law, and/or any other chemical, material, or substance that may pose a hazard to the environment.

“Hazardous Substance Claim”: Any enforcement, cleanup, removal, remedial, or other governmental, regulatory, or private actions, agreements, or orders threatened, instituted, or completed pursuant to any Hazardous Substance Law, together with all claims made or threatened by any third party against Trustor or the Trust Estate relating to damage, contribution, cost-recovery compensation, loss, or injury resulting from the presence, release or discharge of any Hazardous Substance.

“Hazardous Substance Law”: Any federal, state, or local law, ordinance, regulation, or policy relating to the environment, health, and safety now or hereafter existing, any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Trust Estate, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 USCS §§ 9601 et seq.], as amended from time to time; the Hazardous Substances Transportation Act [49 USCS §§ 1801 et seq.], as amended from time to time; the Resource Conservation and Recovery Act [42 USCS §§ 6901 et seq.], as amended from time to time; and the Federal Water Pollution Control Act [33 USCS §§ 1251 et seq.], as amended from time to time.

“Release”: Any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including continuing migration, of Hazardous Substances that

goes into the soil, surface water, or groundwater of the Premises, whether or not caused by, contributed to, permitted by, acquiesced to, or known to Trustor.

2.02 Representations and Warranties. Except as disclosed in writing to Beneficiary or in any environmental reports delivered to Beneficiary as of the date of this Deed of Trust, Trustor represents and warrants that:

(a) During the period of Trustor's ownership of the Premises: (i) except for De Minimis Amounts, there has been no use, generation, manufacture, storage, treatment, disposal, discharge, Release, or threatened Release of any Hazardous Substance by Trustor or, to Trustor's knowledge, any person on or around the Premises, and (ii) except for De Minimis Amounts, there have been no Hazardous Substances transported over or through the Premises by Trustor or, to Trustor's knowledge, any person;

(b) After diligent inquiry, Trustor has no knowledge of, or reason to believe that, there has been: (i) other than De Minimis Amounts, any use, generation, manufacture, storage, treatment, disposal, Release, or threatened Release of any hazardous waste or substance by any prior owners or prior occupants of the Premises or by any third parties onto the Premises, or (ii) any actual or threatened litigation or claims of any kind by any person relating to these matters;

(c) To Trustor's knowledge, no Hazardous Substances in excess of permitted levels or reportable quantities under applicable Hazardous Substance Laws are present in or about the Premises or any nearby real property that could migrate to the Premises;

(d) To Trustor's knowledge, no Release or threatened Release exists or has occurred;

(e) To Trustor's knowledge, no underground storage tanks of any kind are or ever have been located in or about the Premises;

(f) To Trustor's knowledge, the Premises and all operations and activities at, and the use and occupancy of, the Premises comply with all applicable Hazardous Substance Laws;

(g) Trustor and, to Trustor's knowledge, every prior use of the Premises has, and is now in strict compliance with, every permit, license, and approval required by all applicable Hazardous Substance Laws for all activities and operations at, and the use and occupancy of, the Premises;

(h) To Trustor's knowledge, there are no Hazardous Substance Claims pending or threatened with regard to Premises or against Trustor;

(i) To Trustor's knowledge, the Premises has not been nor is it within 2,000 feet of any other property designated as hazardous waste property or border zone property pursuant to California Health and Safety Code §§ 25220 et seq., and no proceedings for a determination of this designation are pending or threatened;

(j) To Trustor's knowledge, there exists no occurrence or condition on any real property adjoining or within 2,000 feet of the Premises that would cause the Premises or any part of it to be designated as hazardous waste property or border zone property under the provisions of California Health and Safety Code §§ 25220 et seq. and any regulation adopted in accordance with that section; and

(k) To Trustor's knowledge, any written disclosure submitted by or on behalf of Trustor to Beneficiary concerning any Release or threatened Release, past or present compliance by Trustor, or any User or other person of any Hazardous Substance Laws applicable to the Premises, the past and present use and occupancy of the Premises, and any environmental concerns relating to the Premises, was true and complete when submitted and continues to be true and complete as of the date of this Deed of Trust.

2.03 Covenants. Trustor agrees, except in the ordinary course of business and in strict compliance with all applicable Hazardous Substance Laws, as follows: (a) not to cause or permit the property to be used as a site for the use, generation, manufacture, storage, treatment, Release, discharge, disposal, transportation, or presence of any

Hazardous Substance; (b) not to cause, contribute to, permit, or acquiesce in any Release or threatened Release; (c) not to change or modify the use of the Premises without the prior written consent of Beneficiary; (d) to comply with and to cause the Premises and every current user of the Premises to comply with all Hazardous Substance Laws; (e) upon becoming aware of the same, to immediately notify Beneficiary in writing of and to provide Beneficiary with a reasonably detailed description of: (i) any noncompliance of the Premises with any Hazardous Substance Laws; (ii) any Hazardous Substance Claim; (iii) any Release or Threatened Release; (iv) the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that would cause the Premises or any part of it to be designated as "hazardous waste property" or "border zone property" under the provisions of Health and Safety Code §§ 25220 et seq. and any regulation adopted in accordance with that section; (f) if Trustor discovers a Release or the presence of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law, to: (i) notify Beneficiary of that discovery together with a reasonably detailed description; (ii) engage promptly after a request by Beneficiary, a qualified environmental engineer reasonably satisfactory to Beneficiary to investigate these matters and prepare and submit to Beneficiary a written report containing the findings and conclusions resulting from that investigation, all at the sole expense of Trustor, and (iii) take, at Trustor's sole expense, all necessary actions to remedy, repair, clean up, or detoxify any Release or Hazardous Substance, including, but not limited to, any remedial action required by any Hazardous Substance Laws or any judgment, consent, decree, settlement, or compromise in respect of any Hazardous Substance Claims, these actions to be performed: (A) in accordance with Hazardous Substance Laws, (B) in a good and proper manner, (C) under the supervision of a qualified environmental engineer approved in writing by Beneficiary, which approval shall not be unreasonably withheld, in accordance with plans and specifications for these actions approved in writing by Beneficiary, which approval shall not be unreasonably withheld, and (E) using licensed and insured qualified contractors approved in writing by Beneficiary, which approval shall not be unreasonably withheld; (g) immediately furnish to Beneficiary copies of all written communications received by Trustor from any governmental authority or other person or given by Trustor to any person and any other information Beneficiary may reasonably request concerning any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law; and (h) keep Beneficiary generally informed regarding any Release, threatened Release, Hazardous Substance Claim, or the discovery of any Hazardous Substance on or about the Premises in violation of any Hazardous Substance Law.

2.04 Inspection and Receivership Rights. Upon Beneficiary's reasonable belief of the existence of a past or present Release or threatened Release not previously disclosed by Trustor in connection with the making of the Loan or the execution of this Deed of Trust or upon Beneficiary's reasonable belief that Trustor has failed to comply with any environmental provision of this Deed of Trust or any other Loan Document and upon reasonable prior notice (except in the case of an emergency) to Trustor, Beneficiary or its representatives, employees, and agents, may from time to time and at all reasonable times (or at any time in the case of an emergency) enter and inspect the Trust Estate and every part of it (including all samples of building materials, soil, and groundwater and all books, records, and files of Trustor relating to the Trust Estate) and perform those acts and things that Beneficiary reasonably deems necessary or desirable to inspect, investigate, assess, and protect the security of this Deed of Trust, for the purpose of determining:

- (a) The existence, location, nature, and magnitude of any such past or present Release or threatened Release,
- (b) The presence of any Hazardous Substances on or about the Trust Estate in violation of any Hazardous Substance Law, and
- (c) The compliance by Trustor of every environmental provision of this Deed of Trust and every other Loan Document.

In furtherance of the purposes above, without limitation of any of its other rights, Beneficiary may: (i) obtain a court order to enforce Beneficiary's right to enter and inspect the Trust Estate; and/or (ii) to have a receiver appointed to enforce Beneficiary's right to enter and inspect the Trust Estate for the purpose set forth above.

All costs and expenses incurred by Beneficiary pursuant to this Section 2.04 with respect to the audits, tests, inspections, and examinations that Beneficiary or its agents, representatives, or employees may conduct, including the fees of the engineers, laboratories, contractors, consultants, and attorneys, will be paid by Trustor. All costs or expenses incurred by Trustee and Beneficiary pursuant to this Section (including without limitation court

costs, consultant's fees, and attorney fees, whether incurred in litigation and whether before or after judgment) will bear interest at the Agreed Rate from the date they are incurred until those sums have been paid in full. Except as provided by law, any inspections or tests made by Beneficiary or its representatives, employees, and agents will be for Beneficiary's purposes only and will not be construed to create any responsibility or liability on the part of Beneficiary to Trustor or to any other person. Beneficiary will have the right, but not the obligation, to communicate with any governmental authority regarding any fact or reasonable belief of Beneficiary that constitutes or could reasonably be expected to constitute a breach of any of Trustor's obligations under any environmental provision contained in this Deed of Trust or any Loan Document; provided, however, that Beneficiary shall provide Trustor with reasonable advance notice of any such communication.

2.05 Release and Indemnity. Trustor hereby:

(a) Releases and waives any future claims against Beneficiary for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any Hazardous Substance Laws or under any Hazardous Substance Claim; provided, however, that the foregoing release and waiver shall not apply to Hazardous Materials that were Released on the Premises during the time that Beneficiary or its nominee holds title to the Premises;

(b) Agrees to reimburse Beneficiary, on demand, for all costs and expenses incurred by Beneficiary in connection with any review, approval, consent, or inspection relating to the environmental provisions in this Deed of Trust together with interest and which are reimbursable to Beneficiary pursuant to the terms of this Deed of Trust, after demand, at the Agreed Rate; and

(c) Agrees to indemnify, defend, and hold Beneficiary and Trustee harmless from all losses, costs, claims, damages, penalties, liabilities, causes of action, judgments, court costs, reasonable attorney fees and other reasonable legal expenses, costs of evidence of title, cost of evidence of value, and other reasonable expenses (collectively, "Expenses"), including, but not limited to, any Expenses incurred or accruing after the foreclosure of the lien of this Deed of Trust, which either may suffer or incur and which directly or indirectly arises out of or is in any way connected with the breach of any environmental provision either in this Deed of Trust or in any Loan Document or as a consequence of any Release or threatened Release on the presence, use, generation, manufacture, storage, disposal, transportation, Release, or threatened Release of any Hazardous Substance on or about the Trust Estate, including the soils and ground waters, caused or permitted by Trustor, any prior owner or operator of the Trust Estate, any adjoining landowner or any other party, including, without limitation, the cost of any required or necessary repair, cleanup, remedy, or detoxification of any Hazardous Substance and the preparation of any closure, remedial action, or other required plans, whether that action is required or necessary by reason of acts or omissions occurring prior to or following the recordation of this Deed of Trust.

Trustor's obligations will survive the satisfaction, release, or cancellation of the Obligations, the release and reconveyance or partial release and reconveyance of this Deed of Trust, and the foreclosure of the lien of this Deed of Trust or deed in lieu of the Deed of Trust. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the gross negligence or willful misconduct of Beneficiary or Trustee, or (ii) matters resulting solely from the actions of Beneficiary or Trustee taken after such parties have taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by Beneficiary or Trustee.

2.06 Requests for Information. Trustor and Beneficiary agree that:

(a) This Section 2.06 is intended as Beneficiary's written request for information and Trustor's written response concerning the environmental condition of the Trust Estate as provided by California Code of Civil Procedure § 726.5; and

(b) Each representation, warranty, covenant, or indemnity made by Trustor in this Article or in any other provision of this Deed of Trust or any Loan Document that relates to the environmental condition of the Trust Estate is intended by Trustor and Beneficiary to be an "environmental provision" for purposes of California Code of Civil Procedure § 736 and will, subject to the limitations set forth in Section

2.05 above with respect to the indemnity set forth therein, survive the payment of the Obligations and the termination or expiration of this Deed of Trust and will not be affected by Beneficiary's acquisition of any interest in the Trust Estate, whether by full credit bid at foreclosure, deed in lieu of that, or otherwise. If there is any Transfer of any portion of Trustor's interest in the Trust Estate, any successor in interest to Trustor agrees by its succession to that interest that the written request made pursuant to this Article will be deemed remade to the successor in interest without any further or additional action on the part of Beneficiary and that by assuming the debt secured by this Deed of Trust or by accepting the interest of Trustor subject to the lien of this Deed of Trust, the successor remakes each of the representations and warranties in this Deed of Trust and agrees to be bound by each covenant in this Deed of Trust, including, but not limited to, any indemnity provision.

ARTICLE III SECURITY AGREEMENT

3.01 Grant of Security Interest. Trustor also grants to Beneficiary a security interest in all of Trustor's right, title, and interest now owned or later acquired to the Improvements and/or the Personal Property. The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Trustor in construction contracts, bonds, agreements for purchase and sale of the Premises, all policies of insurance arising out of the improvement or ownership of the Premises, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Premises. The security interest also includes all rights of Trustor now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights, chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Premises; all proceeds of any of the Collateral; and, to the extent not otherwise included, all payments under insurance (whether Beneficiary is the loss payee), or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral (collectively, "Collateral").

3.02 Representations, Warranties and Covenants of Trustor. Trustor hereby represents warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Collateral is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Collateral will be kept on or at the Premises and Trustor will not, without the prior written consent of Beneficiary, remove the Collateral or any portion thereof therefrom except such portions or items of Collateral which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of equal or greater value.

(c) Trustor hereby authorizes Beneficiary to file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of California (or the corresponding Uniform Commercial Code of such other state whose law shall apply) (the "Uniform Commercial Code") now or hereafter in effect, in form reasonably satisfactory to Beneficiary, and will pay the cost of recording and filing the same in all public offices wherever recording or filing is reasonably deemed by Beneficiary to be necessary or desirable.

3.03 Use of Collateral by Trustor. Other than during the continuance of an Event of Default hereunder or under any other Loan Document, Trustor may have possession of the Collateral and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.04 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.02 hereof, during the continuance of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Collateral and exclude therefrom Trustor and all others claiming under Trustor,

and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Collateral or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Collateral in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may reasonably deem necessary to protect its security interest in the Collateral (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Collateral or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, any other Loan Document, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Collateral and the remainder of the Trust Estate;

(vi) Sell, lease, or otherwise dispose of the Collateral at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale of the Collateral or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 5.05.

(c) The proceeds of any sale under Section 3.04(a) (vi) shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and reasonable attorneys' fees) and the discharge of all Impositions, and claims thereof, if any, on the Collateral prior to the security interest granted herein (except any Impositions subject to which such sale shall have been made);

(ii) To the payment of the Obligations in such order as Beneficiary shall determine; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.05 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a “security agreement” for all purposes of the Uniform Commercial Code and Beneficiary shall be entitled to all the rights and remedies of a “secured party” under such Uniform Commercial Code.

3.06 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Premises is located with respect to all fixtures included within the term "Trust Estate" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures.

ARTICLE IV
REMEDIES UPON DEFAULT

4.01 Events of Default. Each of the following shall constitute an event of default (“Event of Default”):

(a) An “Event of Default” under any Loan Document, including, without limitation, the Note.

(b) The failure by Trustor to perform any of the other terms, provisions, and obligations of the Trustor, pursuant to this Deed of Trust within thirty (30) days from the receipt of written notice from the Lender (the “30 Day Notice”) that such performance was due; provided, however that if such failure is not reasonably susceptible to cure within thirty (30) days from receipt of the 30 Day Notice and provided that (i) Trustor shall have in good faith undertaken such cure within said thirty (30) day period and (ii) Trustor shall have diligently prosecuted such cure thereafter, Trustor shall have additional time to prosecute such cure, such additional time not to exceed one hundred twenty (120) days, from receipt by Trustor of the 30 Day Notice.

(c) The failure by Trustor to perform any of the terms, provisions, and obligations of the Operating Covenant Agreement.

4.02 Acceleration Upon Default; Additional Remedies. If one or more Event of Default occurs and is continuing, then Beneficiary may declare all the Obligations to be due and the Obligations will become due without any further presentment, demand, protest, or notice of any kind and Beneficiary may:

(a) in person, by agent, or by a receiver, and without regard to the adequacy of security, the solvency of Trustor, or the existence of waste, enter on and take possession of the Trust Estate or any part of it in its own name or in the name of Trustee, sue for or otherwise collect the rents, issues, and profits, and apply them, less costs and expenses of operation and collection, including reasonable attorney fees, upon the Obligations, all in any order that Beneficiary may determine. The entering on and taking possession of the Trust Estate, the collection of rents, issues, and profits, and the application of them will not cure or waive any default or notice of default or invalidate any act done pursuant to the notice;

(b) Commence an action to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages of real property;

(c) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause the Trust Estate to be sold, which notice Trustee or Beneficiary will cause to be filed for record;

(d) with respect to any Personal Property, proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Premises, or proceed to sell the Personal Property separately and without regard to the Premises in accordance with Beneficiary's rights and remedies; or

(e) Exercise any of these remedies in combination or any other remedy at law or in equity.

4.03 Exercise of Power of Sale. If Beneficiary elects to foreclose by exercise of the power of sale in this Deed of Trust:

(a) Beneficiary will deposit with Trustee this Deed of Trust, the Note, and any receipts and evidence of expenditures made and secured as Trustee may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, Trustee, without demand on Trustor, will, after notice of sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as Trustee determines, and in any order that it may determine, at public auction to the highest bidder. Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any notice of default at any time before Trustee's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of Obligations affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the Trust Estate to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations, or remedies of Beneficiary or Trustee. After sale, Trustee will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Trustor, Trustee, or Beneficiary, may purchase at that sale. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Note if the amount owing exceeds the purchase price). Trustor expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) Trustee, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Trust Estate sold, which will convey to the purchaser all the title and interest of Trustor in the Trust Estate and will apply the proceeds of the sale in payment,

(i) First, of the expenses of the sale together with the expenses of the trust, including, without limitation, attorney fees, that will become due on any default made by Trustor, and also any sums that Trustee or Beneficiary have paid for procuring a search of the title to the Premises subsequent to the execution of this Deed of Trust; and

(ii) Second, of the Obligations then remaining unpaid and the amount of all other monies with interest in this Deed of Trust agreed or provided to be paid by Trustor.

Trustee will pay the balance or surplus of the proceeds of sale to Trustor and its successors or assigns as its interests may appear.

4.04 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to the Uniform Commercial Code, Beneficiary, during the continuance of an Event of Default, may proceed under such Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, and treat both real and personal property interests as one parcel or package of security.

4.05 Appointment of Receiver. If an Event of Default occurs and is continuing, Beneficiary, as a matter of strict right and without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Trust Estate, will have the right to apply ex parte to any court having jurisdiction to appoint a Receiver of the Trust Estate, and Trustor waives notice of any application for that, provided a hearing to confirm the appointment with notice to Trustor is set within fourteen (14) days after the appointment. Any Receiver will have all the powers and duties of receivers in similar cases and all the powers and duties of Beneficiary in case of entry as

provided in this Deed of Trust, and will continue as such and exercise all those powers until the date of confirmation of sale, unless the receivership is terminated sooner. For purposes of this Agreement, "Receiver" shall include any trustee, receiver, custodian, fiscal agent, liquidator, or similar officer.

4.06 Curing of Defaults. If Trustor at any time fails to perform or comply with any of the terms, covenants, and conditions required on Trustor's part to be performed and complied with under this Deed of Trust, the Note, any of the other Loan Documents, or any other agreement that, under the terms of this Deed of Trust, Trustor is required to perform, after the giving of any required notice and the expiration of applicable cure periods (or without notice if Beneficiary determines that an emergency exists) and without waiving or releasing Trustor from any of the Obligations, Beneficiary may, subject to the provisions of any of the agreements:

- (a) Make from the Loan or its own funds any payments payable by Trustor and take out, pay for, and maintain any of the insurance policies provided for; and
- (b) Perform any other acts on the part of Trustor to be performed and enter on the Trust Estate for that purpose.

The making by Beneficiary of payments out of Beneficiary's own funds will not, however, be deemed to cure the default by Trustor, and it will not be cured unless and until Trustor reimburses Beneficiary for the payments. All sums paid and all reasonable costs and expenses incurred by Beneficiary in connection with the performance of any such act, together with interest on unpaid balances at the Default Rate from the respective dates of Beneficiary's making of each payment, will be added to the principal of the Obligations, will be secured by the Deed of Trust and any and all other documents now or later securing any part of the payment of the Obligations or the observance or performance under the Obligations as well as by the lien of this Deed of Trust, prior to any right, title, or interest in or claim on the Trust Estate attaching or accruing subsequent to the lien of this Deed of Trust, and will be payable by Trustor to Beneficiary on demand.

4.07 Judgment on Environmental Provision. Beneficiary or its agents, representatives, and employees may seek a judgment that Trustor has breached its covenants, representations, or warranties in Article II of this Deed of Trust or any other covenants, representations, or warranties that are deemed to be "environmental provisions" pursuant to the laws of the State of California (each an "Environmental Provision"), by commencing and maintaining an action or actions in any court of competent jurisdiction, whether commenced prior to or within five (5) years after foreclosure of the lien of this Deed of Trust. Beneficiary or its agents, representatives, and employees may also seek an injunction to cause Trustor to abate any action in violation of any Environmental Provision and may seek the recovery of all costs, damages, reasonable expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other reasonable out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remedy, or other response action required by any Hazardous Substances Law or any Hazardous Substance Claim, or which Beneficiary reasonably believes necessary to protect the Trust Estate. It will be conclusively presumed between Beneficiary and Trustor that all Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remedy, or other response action of or to the Trust Estate were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this Section (including without limitation court costs, consultant fees, and reasonable attorney fees, whether incurred in litigation and whether before or after judgment) will bear interest at the Default Rate from the date of expenditure until those sums have been paid in full. Beneficiary will be entitled to bid, at any trustee's or foreclosure sale of the Trust Estate, the amount of the costs, expenses, and interest in addition to the amount of other Obligations.

Notwithstanding anything contained herein to the contrary, the foregoing shall not apply to (i) matters resulting from the gross negligence or willful misconduct of Beneficiary or Trustee, or (ii) matters resulting solely from the actions of Beneficiary or Trustee taken after such parties have taken title to, or exclusive possession of the Premises, provided that, in both cases, such matters shall not arise from or be accumulated with any condition of the Premises, which condition was not caused by Beneficiary or Trustee. In addition, notwithstanding the foregoing, the foregoing shall not apply to Hazardous Materials that were not released on the Premises prior to the date that Beneficiary or its nominee acquired title to the Premises.

4.08 Waive Lien. Beneficiary or its agents, representatives, and employees may waive its lien against the Trust Estate or any portion of it, including the Improvements and the Personal Property, to the extent that the

Trust Estate is found to be environmentally impaired in accordance with the laws of the State of California, and to exercise all rights and remedies of an unsecured creditor against Trustor and all of Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order under applicable laws of the State of California. As between Beneficiary and Trustor, Trustor will have the burden of proving that Trustor or any related party (or any affiliate or agent of Trustor or any related party) was not in any way negligent in permitting the Release or threatened Release of the Hazardous Substances.

4.09 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.10 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder is mailed to it at the address set forth in Section 5.05.

ARTICLE V MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties. Trustor, for itself and for all parties claiming through or under Trustor, and for all parties who may acquire a lien on or interest in the Trust Estate, waives all rights to have the Trust Estate or any other property that now or later may be security for any Obligation ("Other Property") marshaled on any foreclosure of this Deed of Trust or on a foreclosure of any other security for any of the Obligations. Beneficiary will have the right to sell, and any court in which foreclosure proceedings may be brought will have the right to order a sale of, the Trust Estate and any of the Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

5.03 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.04 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been paid in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention (all of which Beneficiary shall promptly do upon satisfaction in full of all Obligations) and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without

warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as “the person or persons legally entitled thereto.”

5.05 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, through the United States Postal Service, or by overnight delivery by a nationally recognized delivery service (e.g., Federal Express) requiring a receipt, to the addresses shown on the first page hereof or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) Business Days after deposit in the United States mail, one (1) Business Day after the date of sending via overnight delivery, and if delivered by hand, shall be deemed given when delivered.

5.06 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.08 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.09 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorneys' fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Agreed Rate.

5.11 Governing Law.

(a) THIS SECURITY INSTRUMENT SHALL BE DEEMED TO BE A CONTRACT ENTERED INTO PURSUANT TO THE LAWS OF THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE GOVERNED, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

(b) All rights, powers and remedies provided in this instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this instrument or any application thereof shall be invalid or unenforceable, the remainder of this instrument and any other application of the term shall not be affected thereby.

5.12 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.13 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.14 Loan Statement Fees. Trustor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

5.15 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.16 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.17 Status of Title. Trustor represents and warrants that it is the lawful owner of the Trust Estate and holds a fee simple estate in the Premises and Improvements, and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust.

5.18 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

5.19 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not assign its obligations under the Loan Documents.

5.20 Time of the Essence. Time is of the essence with regard to each provision of the Loan Documents as to which time is a factor.

5.21 Survival. The representations, warranties, and covenants of the Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.22 Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY LAW, TRUSTOR AGREES THAT THIS DEED OF TRUST ALSO CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 631, AND THE TRUSTOR APPOINTS BENEFICIARY ITS ATTORNEY-IN-FACT, WHICH APPOINTMENT IS COUPLED WITH AN INTEREST, AND TRUSTOR AUTHORIZES BENEFICIARY IN THE NAME, PLACE, AND STEAD OF TRUSTOR TO FILE THIS DEED OF TRUST WITH THE CLERK OR JUDGE OF ANY COURT OF COMPETENT JURISDICTION AS STATUTORY WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Trustor:

INDIVIDUAL

By: _____
JESUS R. GONZALEZ, Owner

EXHIBIT A

Property Legal Description

.22 ACRES
Land Use: C05 Commercial, General Office Building
LOTS 2 BLK 26
MB 004/052 COACHELLA

APN: 778-060-006

Zoning: CG

PROMISSORY NOTE

\$20,000.00

January 06, 2020

For value received, the undersigned, Jesus R. Gonzalez ("Maker"), promises to pay to the order of the City of Coachella, a California municipal corporation ("Holder"), the sum of Twenty Thousand Dollars (\$20,000.00), with interest thereon, from the date hereof, through the maturity date. Interest shall accrue at a variable interest rate equal to one percent (1.00%) per annum above the Index Rate (as defined below). The interest rate shall change from time to time as and when the Index Rate changes. For purposes of this Note, the "Index Rate" shall mean, for any period, the corresponding interest rate for such period applicable to investments in the Local Agency Investment Fund administered by the Treasurer's Office of the State of California.

All principal and all accrued but unpaid interest shall be due and payable on the sixth anniversary of the date hereof; provided that all amounts due hereunder will be forgiven upon Maker's compliance with all of the terms and conditions of that certain Operating Covenant Agreement dated as of the date hereof, between the Maker and the Holder. This Note may be prepaid in whole or in part at anytime without premium or penalty.

This Note is secured by a deed of trust (the "Deed of Trust") on that certain property located at 772 Vine Avenue, APN: 778-060-006, in the City of Coachella, State of California. All amounts owing pursuant to this Note may be accelerated in accordance with the terms of the Deed of Trust upon the occurrence of an event of default thereunder.

Maker agrees to pay to Holder, on demand, all costs, expenses and disbursements, including and without limitation to all reasonable attorney's fees incurred by Holder in the enforcement, collection, renewal, extension or modification of this Note. Any such amount shall, upon demand, be immediately added to the principal balance of the Note.

Maker hereby waives diligence, presentment for payment or acceptance, demand, protest, notice of protest, notice of dishonor, notice of non-payment, and notice of any other kind whatsoever, and further waives all defenses on the grounds of any extension of time of payment or release of collateral or release of parties as obligors on this Note.

Executed as of the date above at Coachella, California.

"Maker"

Jesus R. Gonzalez



CITY OF COACHELLA
 Economic Development Department
 1515 Sixth Street
 Coachella, CA 92236
 760-398-3502, Ext. 124

Item 22.

STRUCTURAL PROPERTY IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Jesus Gonzalez
 Applicant Name

PO Box 1144
 Mailing Address

Coachella CA 92236
 City State Zip Code

760, 766 6233
 Phone

()
 Fax Number

Jesusrgonz@yahoo.com
 E-Mail Address

Jesus Gonzalez
 Applicant's Signature

9/13/19
 Date

PROPERTY INFORMATION

Coachella Properties, LLC.
 Business Name

722 Vine St
 Address of Property to be Improved

Coachella, CA 92236

760, 766 6233
 Phone

()
 Fax Number

Project Manager

Property Owner's Signature

9/13/19
 Date

Description of Improvements _____

Applicants will be eligible for a specified maximum matching grant based on the building's linear foot frontage on a public way (e.g. street, alley, public parking lot):

Linear Public Frontage (feet)	Max. Grant Amount
10 - 49	\$10,000
50 - 89	\$15,000
90 or more	\$20,000

Total Grant Estimate \$ 20,000



CITY OF COACHELLA
Economic Development Department
1515 Sixth Street
Coachella, CA 92236
760-398-3502, Ext. 124

STRUCTURAL PROPERTY IMPROVEMENT PROGRAM (SPIP)
TERMS AND CONDITIONS

In consideration for my receipt of financial assistance under the Terms and Conditions of the Structural Property Improvement Program ("SPIP") of the City of Coachella ("City"), I hereby submit plans prepared by a design professional for the building and/or property located at 722 Vine St, Coachella, CA 92236. I certify that these plans accurately reflect my intentions with respect to the improvements of the subject property.

I understand that the City's plan revision and approval process relates only to my request for assistance from the City under the terms of the Structural Property Improvement Program and that it in no way relieves me of my obligation to obtain all necessary building and sign permits and, in all other respects, conform to all applicable requirements of all governmental agencies insofar as they may relate to the proposed project.

I understand that my receipt of the City forgivable matching grant will be conditioned upon my execution of the plan as approved and conditioned, and that any changes I make that are not formally authorized by the City may jeopardize final payment of the grant. I further understand that I must submit; 1) an engineering estimate including a detailed scope of work, and 2) paid receipts for materials purchased and work performed, before the matching payment will be made by the City.

I agree that my receipt of the City forgivable matching grant will be conditioned upon the completion of all of the proposed improvements in a careful and workmanlike manner. I understand that the City reserves the right to withhold payment of the forgivable matching grant until all work is completed to its full satisfaction and proper documentation (i.e., paid invoices, etc.) of actual expenses incurred have been submitted for its approval.

I understand that the City forgivable matching grant and specifically the subsequent lien placed on the property will be removed only upon full compliance with the condition that the property (physical address) will maintain an operation business and stay in economic use for a minimum of four (4) years after receipt of the City issued Certificate of Occupancy or the improvements at this location are inspected and approved via a final City inspection.

[Handwritten Signature]
Signature
JESUS GONZALEZ
Print Name

9/13/19
Date



CITY OF COACHELLA
Economic Development Department
1515 Sixth Street
Coachella, CA 92236
760-398-3502, Ext. 124

**INDEMNITY AGREEMENT
STRUCTURAL PROPERTY IMPROVEMENT PROGRAM (SPIP)**

For good or valuable consideration, receipt of which is acknowledged, the owner(s) of the property located at 777 Vine St Coachella, CA 92236 (APN XXX-XXX-XX), who has(ve) participated in the Structural Property Improvement Program, agrees to **Indemnify, Defend and Hold Harmless** the City of Coachella and its elected officials, officers, agents, volunteers, and employees from and against all liability or loss of any kind, which may be sustained as a result of claims, demands, costs, expenses, damage, injury, causes of action or judgment arising from, but not limited to, the direct or indirect use of owner(s) or those of his/her contractor, subcontractor, agent, employee or other person acting on his/her behalf which relate to the use, operation, construction and maintenance of the funded structural/seismic and facade and/or property beautification activities which include

_____, or any other activities in connection with said property. This provision applies to all damages and claims for damages suffered, which are alleged to relate in any way to the Structural Property Improvement Program. All of the terms contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the property, whether by operation of law or in any manner whatsoever.

Made and executed this 24 day of September, 2019, at Coachella, California.

Dated SEP . 24 . 2019 By [Signature]
Property Owner or Applicant Signature

STATE OF CALIFORNIA,
County of Riverside } s.s.

On 09/24/19, before me, Maria Rodriguez, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jesus Rios Gonzalez
Name(s) of Signor(s)

proved to me on the basis of satisfactory evidence to be the person(s) whose name (is) are subscribed to within instrument and acknowledged to me that (is)/her/their authorized capacity(ies), and that by (is)/her/their signature(s) on the instrument the person(s),



Place Notary Seal Above

or their entity upon behalf of which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Maria Rodriguez
Signature of Notary Public

Item 22.

Westminster Title Company

PLEASE COMPLETE THIS INFORMATION
RECORDING REQUESTED BY:

Westminster Title Company

AND WHEN RECORDED MAIL TO:

JESUS Gonzalez
P.O. BOX 1144
COACHELLA CA
92236

DOC # 2018-0327139

08/15/2018 04:12 PM Fees: \$43.00

Page 1 of 4

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Received by: TERESA #134

Space above this line for recorder's use only

Grant Deed

134-0383

Title of Document

TRA: 012-018
DTT: # 99-

Exemption reason declared pursuant to Government Code 27388.1

- This document is a transfer that is subject to the imposition of documentary transfer tax.
- This is a document recorded in connection with a transfer that is subject to the imposition of documentary transfer tax.
Document reference: _____
- This document is a transfer of real property that is a residential dwelling to an owner-occupier.
- This is a document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier.
Document reference: _____

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

Item 22.

Westminster Title Company

DOC #2018-0327139 Page 2 of 4

Recording requested by (name):

JESUS GONZALEZ

When recorded mail to
and mail tax statements to:

P.O. BOX 1144

COACHELLA, CA 92236

Recorder's Use Only

TRA; 012-018

GRANT DEED

Assessor's Parcel No. (APN):

778-060-005-5

Documentary Transfer Tax: \$

99

If exempt, enter R&T code:

Explanation:

Signature of Declarant or Agent determining tax

Declaration of Exemption From Gov't Code § 27388.1 Fee

- Transfer is exempt from fee per GC § 27388.1(a)(2):
 - recorded concurrently "in connection with" transfer subject to Documentary Transfer Tax
 - recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- Transfer is exempt from fee per GC 27388.1(a)(1):
 - Fee cap of \$225.00 reached
 - Not related to real property

For a valuable consideration, receipt of which is hereby acknowledged,

GRANTOR(S) Ventura Mendez Gutierrez, President of the United Packing House Workers-Local 5138
(owners who are signing deed)

(current owner(s) form of title)

hereby grant(s) to GRANTEE(S) Jesus Rios Gonzalez, **A SINGLE MAN**
(new owners, including current owners if staying on title)

(new owners, continued)

as ~~an unmarried man~~
(new owner(s) form of title)

the following real property in the City of Coachella

County of Riverside

, California (insert legal description):

LOTS 3 AND 4 IN BLOCK 26 OF COACHELLA, AS PER MAP RECORDED IN BOOK 4, PAGE 52 OF
MAPS,

OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

Complete Legal Description attached as Exhibit "A"

Date: 11/02/2017

Ventura Mendez Gutierrez
(Signature of declarant)
VENTURA MENDEZ GUTIERREZ, PRESIDENT
(Print name)

Date:

(Signature of declarant)

(Print name)

Item 22.

ACKNOWLEDGMENT

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

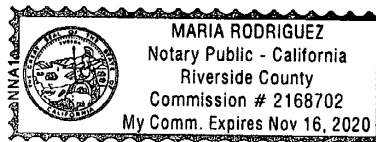
State of California
County of RIVERSIDE

On 11/02/2017 before me, MARIA RODRIGUEZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared === VENTURA MENDEZ GUTIERREZ =====
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Maria Rodriguez (Seal)

Item 22.

DOC #2018-0327139 Page 4 of 4

EXHIBIT "A"

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 3 AND 4 IN BLOCK 26 OF COACHELLA, AS PER MAP RECORDED IN BOOK 4, PAGE 52 OF MAPS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Assessor's Parcel No.: 778-060-005



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members
FROM: Maritza Martinez, Public Works Director
SUBJECT: Review and direct staff on any amendments to the established Community Field Use Program.

STAFF RECOMMENDATION:

Review and direct staff on any amendments to the established Community Field Use Program.

EXECUTIVE SUMMARY:

In 2011, facility user fees were adopted and implemented. Since 2011, lighted field use has required users to obtain a facility field use permit and pay the corresponding facility field use and field lighting rates. In response to Council requests community field use options were evaluated by staff. In 2017, City Council approved a Community Field Use Program be established for Fridays evenings at all Bagdouma Park sports fields from dusk to 10pm and this was then expanded to include Saturdays at Rancho Las Flores Park.

The days selected were days that had no conflicts with existing field uses identified in the Memorandum of Understanding (MOU) between the City and Sport Leagues. The Community Field Use Program is a first come first serve and is not regulated by field use permits or the Park Ranger staff. Community Field Use has been light on these days; the heavy use of soccer fields at city parks is on league use days.

The January field use at Bagdouma Park by Coachella Youth Sports Association Soccer (CYSAS) is depicted below; yellow cells reflect youth use and green cells reflect adult use.

<u>BAGDOUMA</u>	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
<u>FIELD 1</u>	Yellow	Yellow	Yellow	Yellow	Yellow	White	White
<u>FIELD 2</u>	Yellow	Yellow	Yellow	Yellow	Yellow	White	White
<u>FIELD 3</u>	Yellow	Green	Green	Green	Yellow	White	White
<u>FIELD 4</u>	Green	Green	Green	Green	Green	White	White
<u>FIELD 5</u>	Yellow	Yellow	Yellow	Yellow	Yellow	White	White
<u>FIELD 6</u>	Yellow	Yellow	Yellow	Yellow	Yellow	White	White

The current and preferred field use requested by Coachella Valley Soccer League (CVSL) at Rancho Las Flores Park is depicted below; yellow cells reflect youth use and green cells reflect adult use.

<u>RLF</u>	<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
<u>FIELD 1</u>	Green	White	White	White	White	Green	Green
<u>FIELD 2</u>	Green	White	Green	White	Green	Green	Yellow
<u>FIELD 3</u>	White	White	Yellow	White	Yellow	White	Yellow

FISCAL IMPACT:

The current Community Field Use field lighting costs are paid for by the general fund and have an annual general fund impact of forty five thousand dollars (\$45,000).



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRVYFA) and Coachella Youth Sports Association Soccer (CYSAS) and direct staff regarding field use restrictions, if any.

STAFF RECOMMENDATION:

Receive and file sports league financial examination report for Coachella Youth Baseball and Softball Association (CYBSA), and Coachella Little Arabs Youth Football (CLAYF) and direct staff regarding field use restrictions, if any.

Executive Summary:

In accordance to the Memorandum of Understanding (MOU) between the City of Coachella and Sports Leagues a third party auditing firm was engaged to complete an examination of the following sports leagues: Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRVYFA) and Coachella Youth Sports Association Soccer (CYSAS). All three leagues were notified to provide policies, procedures and financial records for tax years 2017 and 2018 by written correspondence sent on April 22, 2019. A second notice was circulated to on June 10, 2019. Informal requests were made requesting missing information and backup information for various items submitted.

CLAYF was due for its bi-annual financial audit in 2018 for calendar years 2017 and 2016. CLAYF was non-responsive to the financial audit document request by the City in 2018. Staff recommended CLAYF be re-audited in Spring 2019 for tax years 2017 and 2018. The City Council and Parks and Recreation Commission supported staff's recommendation and directed this league be re-audited in spring 2019. During this year's audit process CLAYF did provide some of the requested documents but they were extremely limited and the auditing firm issued CLAYF a score of a D-. As identified in the MOU Section 8.3. All Sports Leagues must obtain a Financial Audit score of a C or higher and each Sports League's Financial Audit score must improve each year. A detailed report of the findings and recommendations is attached hereto and will be posted on the City's website.

CVRVYFA did not provide any documents requested and as a result is non-compliant with Section 6 and Section 8 of the MOU. In 2016, CVRVYFA was again non-responsive to the financial

audit. In 2017, CVRYFA was re-audited due to non-compliance in 2016 and received a score of C+; some documents were submitted and the auditor advised documents submitted reflected a fair organizational structure.

CYSAS did comply with all of the required documents. The auditing firm did identify some areas of improvement: 1) completing the Annual Meeting report requirement set by its bylaws 2) renewing its Attorney General non-profit registration filing for 2017 and 2018. The auditor identified that CYSAS is using QuickBooks well and its financial transactions appeared well classified and reported. Additionally, with the exceptions of the noted areas the auditor's report states that CYSAS was substantially in compliance with the requirements in MOU and has sound financial practices in place. If asked to score CYSAS on their financial practices the auditor would assign CYSAS an A- (excellent with noted exceptions). A detailed report of the findings and recommendations is attached hereto and will be posted on the City's website.

The precedence set by the Commission in 2015 and 2016 regarding similar findings were as follows:

2015; One soccer league was found to be noncompliant with the audit and was re-audited the following spring. The second soccer league was substantially compliant and no further action was taken. The noncompliant soccer league was found noncompliant again upon the re-audited term and Commission recommended league no longer be a party to the MOU.

2016; One football league was found to be noncompliant with the audit and was re-audited the following spring. The second football league was substantially compliant and no further action was taken. The noncompliant football league was found compliant during the re-audited term.

The MOU allows the Council to restrict field use based upon the outcome of the financial audit/examination. Staff requests direction regarding any recommended action beyond receive and filing of the audit findings pertaining to field access. On December 17, 2019, the Coachella Parks and Recreation Commission made the following recommended actions on this matter: 1) Receive and file sports league financial examination report for CLAYF and CYSAS and 2) recommend CVRYFA and CLAYF be re-audited in the spring of 2020 for tax years 2019 and 2018.

Financial Impact:

No substantial impact will result from this action.

ALTERNATIVES:

1. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRYFA) and Coachella Youth Sports Association Soccer (CYSAS), with no recommended field restrictions.
2. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRYFA) and Coachella Youth Sports Association Soccer (CYSAS) and recommend staff to re-audit CVRYFA and CLAYF in the spring of 2020 for tax years 2019 and 2018.

3. Receive and file sports league financial examination report for Coachella Little Arabs Youth Football (CLAYF), Coachella Valley Raiders Youth Football Association (CVRVYFA) and Coachella Youth Sports Association Soccer (CYSAS); recommend CVRVYFA be re-audited in the spring of 2020 for tax years 2019 and 2018; remove CLAYF as a party to the MOU due to two consecutive years of non-compliance with Sections 6 and 8 of the MOU.
4. Provide alternative recommendation.

Attachments:

Audit Findings

CITY OF COACHELLA
REPORT ON THE 2017 – 2018 FINANCIAL AUDIT OF
COACHELLA YOUTH SPORTS ASSOCIATION SOCCER
PROVIDED NOVEMBER 2019

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EXECUTIVE SUMMARY

We were engaged to perform a financial audit of CYSAS to assist the City in meeting its responsibilities under the MOU. This financial audit was based on agreed-upon procedures noted in our contract agreement dated August 6, 2019. Our findings are based on requests for documentation and information of the League via the Public Works Director and Recreation Services Coordinator as well as our review of certain documents, including publicly available records. Details of our findings are discussed in the *Procedures Performed and Findings* sections of this report.

Administrative burdens can be overwhelming to a small community service organization. We recognize that the League is performing a valuable community service. Our effort has been to disclose findings and provide recommendations appropriate to small volunteer organizations that assist them in complying with their agreements and bylaws as well as any government requirements.

There is substantial effort on the part of the league to comply with the MOU. Grade below is judgmental as requested by the City.

Coachella Youth Sports Association Soccer (CYSAS)

Grade: A- Excellent with noted exceptions. We observed strong organizational formation, tax compliance efforts, and financial records preparation with exceptions. As noted in our procedures performed and findings, significant items to address include catching up on 2017 and 2018 California Attorney General Registration and Annual Renewal Form filings not showing at Attorney General Website (resulting in delinquent status) and recommended bylaws amendment.

PROCEDURES PERFORMED AND FINDINGS – CYSAS

Results of the steps taken for the financial audit of CYSAS are provided below.

PROCEDURES PERFORMED	FINDINGS
INTERNAL CONTROLS	
<p>1. Inquired about how financial transactions were monitored and recorded. Determined that income and expenses from activities were recorded in a manner consistent with sound business practices and that they incorporated elements of control appropriate to a small organization.</p> <p>We reviewed 2017 and 2018 QuickBooks general ledgers provided, other financial documents, and responses to inquiries.</p>	<p>Utilization of QuickBooks allows up-to-date financial reporting.</p> <p>The Treasurer prepares a monthly bank reconciliation, which the President reviews.</p> <p>All cash, including snack bar, is indicated as deposited.</p> <p>No exceptions noted.</p>
<p>2. Determined that fundraising activities were in line with the League's bylaws and properly monitored.</p> <p>We inquired about fundraising practices and reviewed sample donation documentation.</p>	<p>No Internal Revenue Code violations were observed in fundraising activities.</p>
FINANCIAL REPORTING	
<p>3. Obtained monthly or quarterly financial reports to determine whether reports were prepared routinely. Traced amounts on the reports to the supporting documentation such as bank statements and other documentation as related to the balance sheet items.</p> <p>We reviewed the 2017-2018 general ledgers of financial activity and inquired on reporting.</p>	<p>The League's QuickBooks accounting system allows for regular reporting. The President reports that the Board is regularly informed on finances.</p>
<p>4. Tested the income statement items on a test basis to determine that transactions were recorded properly.</p> <p>We reviewed financial statements, bank records, transaction support, registration records, and inquired about procedures.</p>	<p>The League reports that its practice is to deposit all cash and pay all expenses via the checking account.</p> <p>The League tracks player collections through receipts activity.</p> <p>No exception noted.</p>

PROCEDURES PERFORMED

FINDINGS

5. Tested how income was recorded and vouched a sample of expenses. The League provided supporting documentation labeled by month for its checking activity.
 We reviewed transaction supporting documentation for the period. No exception noted.

QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(c)(3)

6. Determined the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement. The League is a tax exempt non-profit 501(c)(3) charitable organization eligible to receive tax exempt donations in addition to fees for services. No exception noted.

REGISTRATIONS AND TAX FILINGS

7. If applicable, determined that the League had filed the appropriate tax compliance documents. Obtained a copy of the returns. No exceptions noted for Internal Revenue Service and California Franchise Tax Board tax exempt recognition.
 See Procedure 10 regarding California Attorney General registration.

8. Determined that the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).
 The League received tax exempt status from the IRS in a letter dated May 9, 2014, effective May 15, 2012. The League received California tax exempt status in a letter dated June 7, 2012 effective June 4, 2009 and a California tax exempt reinstatement notice in June 2018.
 We verified that the League is listed on the Internal Revenue Service and California Franchise Tax Board's lists of tax-exempt organizations.

FINDINGS

PROCEDURES PERFORMED

REVIEW OF BYLAWS AND MINUTES

- 9. Obtained a copy of the League's bylaws and determined that the League was operating substantially within them.
We obtained CYSA Bylaws and League Rules and Guidance
- 10. Determined that the recorded league registration was documented with the State.
Per California Attorney General website, the League caught up through 2016 on its RRF-1 Registration Renewal filings in April 2018 but remains in delinquent status.
We recommend that the League file 2017 and 2018 renewals if not already done.
- 11. Reviewed the League's board minutes for the last twelve months.
The League has prepared sufficient minutes on its regular meetings.

REVIEW OF INSURANCE BINDER

- 12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.
The League provided us with Certificates of Insurance with \$1 million liability coverage, (\$5 million aggregate) latest expiring April 2020, also covering the City of Coachella as an additional insured.

ADDITIONAL

- 13. Traced payments for use of city facilities to League documents.
Payments were identified in League documents.

APPENDIX A – MOU REFERENCE

Financial Excerpts from 2017 Memorandum of Understanding between the City and the Leagues (Youth and Adult)7. Record Keeping.

7.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

7.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

7.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

8. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

9. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

9.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

9.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

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CITY OF COACHELLA
REPORT ON THE 2018 FINANCIAL AUDIT OF
COACHELLA LITTLE ARABS YOUTH FOOTBALL
PROVIDED NOVEMBER 2019

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EXECUTIVE SUMMARY

We were engaged to perform a financial audit of CLAYF (legally Coachella Youth Football, Inc.) to assist the City in meeting its responsibilities under the MOU. This financial audit was based on agreed-upon procedures noted in our contract agreement dated August 6, 2019. Our findings are based on requests for documentation and information of the League via the Public Works Director and Recreation Services Coordinator as well as our review of certain documents, including publicly available records. Details of our findings are discussed in the *Procedures Performed* and *Findings* sections of this report.

Administrative burdens can be overwhelming to a small community service organization. We recognize that the League is performing a valuable community service. Our effort has been to disclose findings and provide key recommendations appropriate to small volunteer organizations and the status of the League's current financial reporting system that assist them in complying with their agreements and bylaws as well as any government requirements.

Grade below is judgmental as requested by the City.

Coachella Little Arabs Youth Football (CLAYF)

CLAYF provided very limited information. As described in our report, CLAYF provided limited financial reporting and operational information.

Grade: D (Poor) – While CLAYF provided certain bank statements and transaction information for 2018 in the biennial audit period, it did not provide the following key items (plus others as described in the procedures and findings): minutes, financial statements, most responses to our inquiries, and nonbank cash and noncash activity.

PROCEDURES PERFORMED AND FINDINGS – CLAYF

Results of the steps taken for the financial audit of CLAYF are provided below.

PROCEDURES PERFORMED

FINDINGS

INTERNAL CONTROLS

1. Inquired about how financial transactions were monitored and recorded. Determined that income and expenses from activities were recorded in a manner consistent with sound business practices and that they incorporated elements of control appropriate to a small organization.

We reviewed the April-December 2018 U.S. Bank statements provided, related manual transaction journal and some expense and receipts support provided. (CLAYF prior financial audit covered 2015 and earlier when a Chase Bank account was used.) No response from our inquiries was received.

2. Determined that fundraising activities were in line with the League's bylaws and properly monitored.

We reviewed a sample donation documentation provided.

FINANCIAL REPORTING

3. Obtained monthly or quarterly financial reports to determine whether reports were prepared routinely. Traced amounts on the reports to the supporting documentation such as bank statements and other documentation as related to the balance sheet items.

We received no documents beyond those reviewed at Procedure 1 for this procedure.

Beginning and ending cash for the period per April and December 2018 bank statements agreed with manual journal. Ending cash agreed with prepared Federal tax form. No support was provided for beginning cash per tax form of \$1,365 compared to beginning cash at approximately April of \$244, recorded as from car wash proceeds.

No information was provided on who prepares and reviews cash activity and Board reporting.

We recommend the League provide sufficient information on its financial activity and operations to the City for its biennial financial audit, including information on any Board reporting and who is recording and reviewing.

The League operates under the umbrella of American Youth Football, Inc. for its fundraising activities.

The League provided no financial reporting beyond the informal transaction listing and tax form discussed at Procedure 1.

We recommend the League implement QuickBooks accounting to enable professional financial reporting.

PROCEDURES PERFORMED

FINDINGS

4. Tested the income statement items on a test basis to determine that transactions were recorded properly.

We reviewed financial statements, bank records, transaction support, registration records, and inquired about procedures.

It is unknown if the League deposits all cash and pays all expenses via the checking account or collects all registration fees due.

We recommend the League adopt a policy to deposit all cash, including any cash donations and concession revenue. We recommend implementing a system that ensures collection of any receipts due. Non-cash donations should also be recorded, by which the League's tax preparer can assist.

5. Tested how income was recorded and vouched a sample of expenses.

We reviewed transaction supporting documentation provided for the period.

We were unable to assess the completeness of recorded transactions.

We recommend implementation of above recommendations to assist with this.

QUALIFIED AMATEUR SPORTS ORGANIZATION UNDER IRC 501(C)(3)

6. Determined that the League met the IRS requirements of a Qualified Amateur Sports Organization and tax-exempt charitable organization as discussed in our Letter of Agreement.

The League operates under the umbrella of American Youth Football, Inc. for its tax exempt functions.

REGISTRATIONS AND TAX FILINGS

7. If applicable, determined that the League had filed the appropriate tax compliance documents. Obtained a copy of the returns.

Federal and California filings for 2018 were prepared.

See Procedure 10 regarding California Attorney General registration.

We obtained a copy of the League's 2018 prepared Federal Form 990-EZ and California electronic filing authorization form for Form 199 filing.

8. Determined the League had both tax-exempt determination letters from the Federal government as a 501(c)(3) and the Franchise Tax Board (23701d).

We did not receive correspondent tax exempt letter.

REVIEW OF BYLAWS AND MINUTES

9. Obtained a copy of the bylaws and determined that the League was operating substantially within its bylaws.

The League's bylaws lacked a conflict of interest policy and the formal duties of officers, including Secretary duties regarding minutes and Treasurer duties regarding accounting and financial reporting to ensure compliance with its MOU with the City. We recommend adding these items to its bylaws.

We obtained CLAYF Bylaws from prior financial audit and California Attorney General filing.

PROCEDURES PERFORMED

FINDINGS

10. Determined that the recorded league registration was documented with the State.

Per California Attorney General website, the League filed its initial charitable registration in 2013; however, it has failed to comply with requirements since then and is in delinquent status.

We recommend the League file the required RRF-1 renewal forms from 2014 along with other documentation required by the California Attorney General.

11. Reviewed the League's board minutes for the last twelve months.

No minutes were supplied.

We recommend the League conduct required meetings that are to be documented in the board minutes.

REVIEW OF INSURANCE BINDER

12. Obtained a copy of the insurance binder to ensure the League had insurance coverage such that the programs included liability protection for the organization, including its employees and volunteers, for liability claims arising out of its operations. Most importantly, insurance coverage should have a \$1,000,000 general liability which includes covering the City of Coachella.

The League provided us with Certificates of Insurance with \$1 million liability coverage expiring June 2020, also covering the City of Coachella as an additional insured.

ADDITIONAL

13. Traced payments for use of city facilities to League records.

No payments to the City were noted in the League's April-December 2018 transaction journal.

APPENDIX A – MOU REFERENCE

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9.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

9.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

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STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Maritza Martinez, Public Works Director

SUBJECT: Recommend approval of:

- a. Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues; and
- b. Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

STAFF RECOMMENDATION:

Recommend approval of: 1) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues.

BACKGROUND:

Since 2007, the City has entered into a Memorandum of Understanding (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information pertaining to Bagdouma Park and Rancho Las Flores Park: league season (months of the year available), days of use during the identified league season and area of the park available to the league use during their identified season.

DISCUSSION/ANALYSIS:

The Coachella Parks and Recreation Commission (Commission) recommended and City Council authorized the below edits made to the current Memorandum of Understandings on September 11, 2019:

- Section 6 – elimination of term limitations / eliminate section
- Section 8 – amended to allow month to month payment option
- Section 19 – amended to allow two providers per sport and allow a C grade for audit requirement.

During the Commission meeting on November 19, 2019, the Commission requested staff agendize the addition of the Coachella Valley Soccer League (CVSL) as a party to the city's two

MOUs. CVSL does meet all the requirements to be considered as a party to the MOUs. Staff has revised and attached hereto are the 1) Ninth Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and 2) Fourth Amended Memorandum of Understanding between the City of Coachella and Adult Sports Leagues. Both MOUs reflect the addition of CVSL as a party. During staff's discussion with CVSL pertaining to the drafting of the amended MOUs, the league requested adult use on two soccer fields; the attached Adult MOU includes this request. Historically, the adult use at both parks has been restricted in the MOU to one field and overflow onto a second field has only been allowed if available. To maintain equity between all soccer leagues in the MOUs, the attached Adult MOU includes access by both CYSAS and CVSL to two fields for adult use between the months of December – April.

On December 17, 2019, the Coachella Parks and Recreation Commission reviewed and recommended approval of the attached MOUs.

FISCAL IMPACT:

Recommended action will not have a fiscal impact.

Attachments:

MOU Ninth Amendment (Proposed)

MOU Fourth Amendment (Proposed)

**NINTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COACHELLA AND THE SPORTS LEAGUES**

This Memorandum of Understanding (hereinafter “MOU”) is made on January 22, 2020, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Youth Baseball & Softball Association (hereinafter “CYBSA”), Coachella Valley Soccer League (“CVSL”), Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”), , Coachella Valley Raiders Youth Football (hereinafter “CVRVFA”) and Coachella Little Arabs Youth Football (hereinafter “CLAYF”), hereinafter also referred to individually as a “Party” or jointly as “Parties.”

RECITALS

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park, and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CYBSA is a youth sports league operating its baseball and softball sports leagues within the City of Coachella, specifically using Bagdouma Park during their sports season which runs from February 1 to May 31, of each year for their practices, games, tournaments, programs and related baseball activities;

WHEREAS, CVSL is a youth soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is a youth soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CVRVFA is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Rancho Las Flores Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, CLAYF is a youth football and cheerleading sports league operating its sports league within the City of Coachella, specifically using Bagdouma Park during its sports season which runs from July 20 to November 30, of each year for its practices, games, tournaments, programs and related football activities;

WHEREAS, the past use of Parks by CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF (collectively, "Sports Leagues") have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports League must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CYBSA, CVSL, CYSA-S, CVRYFA and CLAYF mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved facility use permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate facility use permit.

2.1. CYBSA shall have access to the areas of Bagdouma Park described as area A and B in Exhibit 1 attached hereto and incorporated herein by this reference, from February 1 to May 31, of each year. This access shall be from 6 a.m. to 10 p.m. on Mondays, Tuesdays, Wednesdays and Saturdays.

2.2. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C1, C2 and C3 in Exhibit 2 from 6 a.m. to 10 p.m. Field 3 at Rancho Las Flores Park will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 2 areas C3 (Tuesdays, Thursdays, Saturdays and Sundays).

2) December 1 to April 30: Exhibit 2 areas C1, C2 and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

3) May 1 to July 31: Exhibit 2 area C2 and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

2.3. CYSA-S shall have access to the areas of Bagdouma Park described as areas C and C3 in Exhibit 1, from 6 a.m. to 10 p.m. Fields 1, 2, 5 and 6 at Bagdouma Park will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

1) November 1 to November 30: Exhibit 1 areas C (Tuesdays, Thursdays, Saturdays and Sundays).

2) December 1 to April 30: Exhibit 1 areas C and C3 (Tuesdays, Thursdays, Saturdays and Sundays);

3) May 1 to July 31: Exhibit 1 area C (Tuesdays, Thursdays, Saturdays and Sundays);

2.4. CVRYFA shall have access to the areas of Rancho Las Flores Park described as area C1 in Exhibit 2 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year; the access areas will be revisited annually and access will be identified in the approved facility use permit. This access shall be as follows:

- 1) July 20 to August 30: Monday thru Friday 6 a.m. to 10 p.m.;
 - 2) September 1 to November 30: Tuesdays, Wednesdays and Thursdays 6 p.m. to 8 p.m.
- Conditioning, games and tournament play will be reserved in advance on a case-by-case basis and permitted separately for the sports season described above.

2.5. CLAYF shall have access to the area of Bagdouma Park described as area C3 in Exhibit 1 attached hereto and incorporated herein by this reference, from July 20 to November 30, of each year; the access areas will be revisited annually and access will be identified in the approved facility use permit. This access shall be as follows:

- 1) July 1 to August 30: Monday thru Friday 6 a.m. to 10 p.m.;
 - 2) September 1 to November 30: Tuesdays, Wednesdays and Thursdays 6 p.m. to 8 p.m.
- Conditioning, games and tournament play will be reserved in advance on a case-by-case basis and permitted separately for the sports season described above.

2.6. At all other times and dates not described in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C1", "C2" and "C3" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.7. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, 2.3, 2.4, and 2.5 shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.8. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. No Sport League can obtain facility use permits for non-season play if it will result in issuance of permitted facility use exceeding a nine month period. Sport League facility use cannot exceed nine months between January 1st and December 31st of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

All non-season play requests will be evaluated individually and approved only if they can be accommodated without impacts to field conditions and existing season play field areas as identified in Section 2 of this MOU.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3) status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by day 181 from the date of the Notice of Violation the Sports League's Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league's current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score much improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of January 22, 2020, and shall continue in effect until June 30, 2021, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1st, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City’s Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause by giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CYBSA:
President, Coachella Youth
Baseball & Softball Association
P.O. Box 1296
Coachella, CA 92236

For CYSA–S:
President, Coachella Youth
Sports Association - Soccer
P.O. Box 1323
Coachella, CA 92236

For CVRYF:
President, Coachella Valley
Raiders Youth Football
81-369 Avenida Almitas
Indio, CA 92201

For CLAYF
President, Coachella Little
Arabs Youth Football
P.O. Box 1109
Coachella, CA 92236

For City of Coachella:
City Manager
53-990 Enterprise Way
Coachella, CA 92236

For CVSL:
President
51544 Cesar Chavez St. Suite 1H
Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.

16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

18. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) less than two organizations are providing one of three youth sports (soccer, baseball/softball, football); 2) Sport League applicant must have at least three consecutive years in operation 3) Sport League applicant can provide the following documents for three consecutive years: active and current 501c3 status, 1023 documents, Registered with Franchise State Tax Board documents, Registered as a

State Charity, financial documents including general ledger of all transactions for the same three years, applicant can provide all Financial Audit documents and obtain a score of C or better by the City assigned third party auditor.

WHEREFORE, IN WITNESS THEREOF, the City, CYBSA, CVSL, CYSA-S, CVRYFA, and CLAYF hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

CITY OF COACHELLA:

By: _____
William B. Pattison Jr., City Manager

COACHELLA YOUTH BASEBALL AND SOFTBALL ASSOCIATION

By: _____
Juan Rodriguez, President

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

COACHELLA VALLEY SOCCER LEAGUE

By: _____
Manuel Montaña, President

Approved as to form:

By: _____
Carlos Campos, City Attorney

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

By: _____
Alma Aceves, President

COACHELLA LITTLE ARABS YOUTH FOOTBALL

By: _____
Mario Gallo, President

COACHELLA VALLEY RAIDERS YOUTH FOOTBALL

By: _____
Joe Moya, President

EXHIBIT 1 – BAGDOUMA PARK



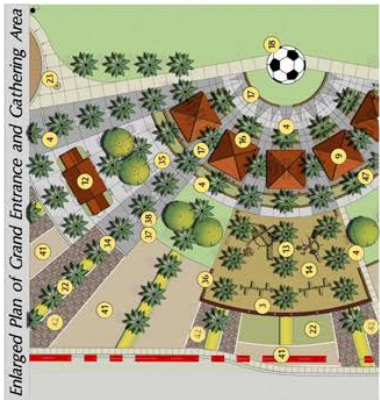
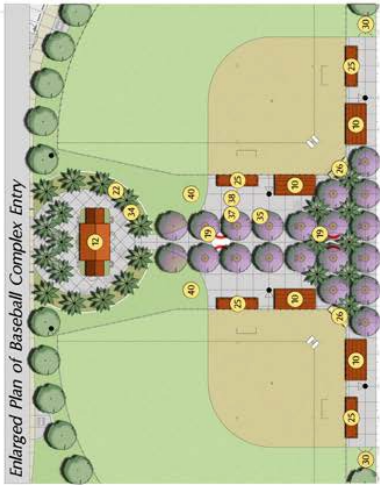
MASTER PLAN

BAGDOUMA PARK

CITY OF COACHELLA

DAVID J. DUNN
LANDSCAPE ARCHITECTURE & PLANNING

EXHIBIT 2 – RANCHO LAS FLORES PARK



- LEGEND**
- Project Boundary
 - Phase Line
 - 1 Parking Lot (418 Spaces • 10 ADA Spaces)
 - 2 10' Wide Concrete Walks
 - 3 Park Entry Monument Sign / Wall
 - 4 Seat Wall with Stone Veneer
 - 5 Soccer Field (185' x 300')
 - 6 Soccer Field (195' x 330')
 - 7 Football Field Overlay with Removable Goal Posts
 - 8 Basketball Court
 - 9 Picnic Area Shade Structures
 - 10 Bleachers with Shade Structure
 - 11 Amphitheater with Center Stage and Turf Slope
 - 12 Prefabricated Rest Room / Concession / Storage Building
 - 13 Shaded Tot Lot with 2.5 Area and 5-12 Area
 - 14 Wood Fiber Play Surfacing
 - 15 Exercise Stations
 - 16 Interlocking Concrete Pavers
 - 17 Textured Concrete Paving
 - 18 Soccer Ball Decorative Paving
 - 19 Baseball Decorative Paving
 - 20 Underground Storm Water Detention
 - 21 Native & Low Water Use Trees and Groundcovers
 - 22 Native & Low Water Use Shrubs and Groundcovers
 - 23 Flagpole
 - 24 Baseball Field with 200' Foul Lines
 - 25 Digout with Shade Structure
 - 26 Score Keeper's Table with Shade Structure
 - 27 Volleyball Court (Sand)
 - 28 Community Building (7,000 ft²)
 - 29 Splash Pad Play Area
 - 30 Sports Field Mixer
 - 31 Sports Field Light
 - 32 Parking Lot Light
 - 33 Pedestrian Light
 - 34 Bicycle Rack
 - 35 Precast Concrete Picnic Table
 - 36 Precast Concrete Bench
 - 37 Precast Concrete Trash Receptacle
 - 38 Precast Concrete Recycling Receptacle
 - 39 Precast Concrete Soccer Ball Field Number
 - 40 Precast Concrete Baseball Field Number
 - 41 Decomposed Granite
 - 42 Rock Cobble
 - 43 Composting Station (Optional)
 - 44 Masonry Trash Enclosure
 - 45 5' Decomposed Granite Path Adjacent to 5' Wide Concrete Path with Mile Markers
 - 46 Concrete Bleachers
 - 47 BBQ
 - 48 Permeable Interlocking Concrete Pavers

City of Coachella
Master Plan
 Rancho Las Flores Park
 August 9, 2011



FOURTH AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COACHELLA AND THE ADULT SOCCER SPORTS LEAGUE

This Memorandum of Understanding (hereinafter “MOU”) is made this 22 day of January 2020, by and between the City of Coachella, a California municipal corporation organized and existing under the laws of the State of California (hereinafter, “City”), Coachella Valley Soccer League (hereafter, “CVSL”) and Coachella Youth Sports Association – Soccer (hereafter “CYSA-S”) hereinafter also referred to individually as a “Party” or jointly as “Parties”.

RECITALS

WHEREAS, the City of Coachella is a California municipal corporation organized and existing under the laws of the State of California, which provides various park facilities to its community including: Bagdouma Park and Rancho Las Flores Park (referred to hereinafter collectively as “Parks”);

WHEREAS, CVSL is An adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Rancho Las Flores Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, CYSA-S is An adult soccer sports league operating its sports leagues within the City of Coachella, specifically using Bagdouma Park, from November 1 to July 31, during part of their sports season for their practices, games, tournaments, programs and related soccer activities;

WHEREAS, the past use of Parks by CVSL and CYSA-S (collectively, “Sports Leagues”) have had concerns regarding which sports league has access to certain areas of the Parks;

WHEREAS, the City is interested in resolving these use and access conflicts between the Sports Leagues by entering into this MOU with the Sports Leagues using City facilities to established a mutually agreeable schedule and understanding;

WHEREAS, since the Sports Leagues also charge fees for the public to join their respective sports leagues which use the Parks, the Sports Leagues have agreed to have

and maintain their 501(c)(3) non-profit corporate status as of the date of this MOU and for the term of this MOU;

WHEREAS, the Sports Leagues have reached a mutual understanding that will grant the Sports Leagues access to certain mutually agreeable sections of Bagdouma Park, and/or Rancho Las Flores Park during their respective sports seasons under the terms of this MOU; and

WHEREAS, each Sports Leagues must: 1) apply for a facility use permit for sports season use, 2) request an invoice from the City for the individual sport league's season use fees, 3) pay/commit to a payment plan for the corresponding use fees, 4) obtain an approved facility use permit prior to being permitted field use for the season, as is allowed for by the terms of this MOU; and

WHEREAS, the Sports Leagues must submit a separate facility use permit request and obtain an approved facility use permit for any and all uses not authorized by the terms of this MOU;

WHEREAS, by entering into this MOU the City, CVSL and CYSA-S will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, CVSL and CYSA-S mutually understand and agree as follows:

1. General. The foregoing recitals are true and correct and all exhibits referred to hereinafter are hereby incorporated into and made a part of this MOU.

2. Access to City Park Areas by Sports Leagues. The below sections describe park access areas per league. For permitted use of these areas each league must obtain an approved facility use permit for sport season play annually. All non-sport season play must be permitted separately from season league play per a separate facility use permit.

2.1. CVSL shall have access to the areas of Rancho Las Flores Park described as areas C3 in Exhibit 2, from 6 a.m. to 9:30 p.m. Field 3 at Rancho Las Flores Park will only be used for youth play (ages 18 and below) and is identified as C in Exhibit

2. The available uses of these areas during season play are as follows:

- 1) November 1 to November 30: No Adult League play on fields at Rancho Las Flores Park.
- 2) December 1 to April 30: Exhibit 2 areas labeled as C3 (Tuesdays, Thursdays and Saturdays);
- 3) May 1 to July 31: No Adult League play on any fields at Rancho Las Flores Park.

2.2 CYSA-S shall have access to the areas of Bagdouma Park described as areas C3 and D in Exhibit 1, from 6 a.m. to 9:30 p.m. Fields 1, 2, 5 and 6 at Bagdouma Park will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

- 1) November 1 to November 30: No Adult League play on fields at Bagdouma Park.
- 2) December 1 to April 30: Exhibit 1 area C3 and D (Tuesdays, Thursdays and Sundays);
- 3) May 1 to July 31: No Adult League play on fields at Bagdouma Park.

2.3. At all other times and dates not described in Subparagraphs 2.1, 2.2, above, the areas identified as in Exhibit 1 - 2 as "A", "B", "C", "C3" and "D" (hereinafter "League Areas") shall be available and open to be used and accessed by other parties and the general public. Moreover, when the League Areas are not being used by the respective Sports Leagues during their sports season, other parties and the general public shall have use and access to the League Areas.

2.4. None of the use and access rights granted to the respective Sports Leagues in Subparagraphs 2.1, 2.2, shall abrogate and deny the City's ability to use and access the League Areas for any and all purposes, in the City's sole and absolute discretion, which may include but are not limited for maintenance purposes, for special events, to respond to emergencies, to make improvements to the League Areas, reseed the grass at least twice annually each year in the League Areas, and to carry out other municipal and local responsibilities and duties of the City. When the City exercises its absolute and sole use and access rights described herein, the City will use all reasonable efforts to provide advance notice of its use of the League Areas and to minimize the disturbance and inconvenience this may cause the Sports Leagues.

2.5. Non-Season Play. No non-season play will be permitted.

3. Access to the Snack Bar by Sports Leagues. For permitted use of the snack bars each league must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, the Sports Leagues have agreed to have a 501(c)(3) status for their respective league organization, as named in the MOU and as currently identified by their respective 501(c)(3) number and Employment Identification Number, and to maintain that 501(c)(3) status active and current. Should the Sports League 501(c)(3) status not be in current standing (such as but not limited to: inactive, suspended or delinquent), the City will issue the Sports League a written Notice of Violation. The Sports League will have 180 days from the status to an active and current standing (as verifiable by public state and federal websites). Should the Sports Leagues not return its 501(c)(3) status to a current status by day 181 from the date of the Notice of Violation the Sports League’s Facility Use Permit and facility access will be revoked until corrected.

5. General Liability Insurance and Business License. The sports league shall be required to submit a City of Coachella Business License and a proof of General Liability insurance prior to the start of the season, in the amount of \$1,000,000 reflecting the City of Coachella and its officials as additional insured with respect to the use of the City facilities (Bagdouma Park and/or Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. Record Keeping.

6.1 The following documents must be provided to the City thirty (30) days prior to the commencement of the sports season in order to ensure no delays are experienced in permitting sport season play: copy of the league bylaws, submit form identifying its board members, file form identifying: when, where and how often the sport league holds its regular meetings, copy of the league’s current 501c3 status and original issuance, current insurance documents providing the coverage referenced in Section 5. A facility use permit will not be issued without the above noted documents. If the documents are not provided to the City thirty (30) days prior to the commencement of the sports season the Sports League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.2 Forty-five (45) days after the start of the sports season each Sport League must provide the City the following information: number and names of all teams registered with the Sports League; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City within

the forty-five (45) days the Sport League may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

6.3 Staff must be invited to any and all Sport League elections and be provided at least twelve (12) calendar days notice of such an election via certified mail.

6.4 The Sports Leagues shall keep and maintain during the term of this MOU, in accordance with generally accepted accounting principles, complete books of accounts and accounting records (collectively, the "Books and Records") of all league enrollment fees, purchases and receipts of merchandise, food, beverage, inventories and all sales and other transactions from which the Sports Leagues' receipts and charges are or can be determined.

6.5 The Sports Leagues shall record all transactions, at the time each transaction is made, whether for cash or credit.

6.6 The Sports Leagues shall retain the Books and Records during the term of this MOU and for a period of at least four (4) years after the end of each calendar year thereof.

6.7 The Sports League shall present an annual End of the Year Report to the Parks and Recreation Commission.

7. User Fees. The Sports Leagues must pay the approved user fees for their use of City facilities. All uses must be permitted and codified per an issued Facility Use Permit approved of by the City of Coachella's Public Works Director.

7.1 All Facility Use Permits will reflect the total sports season use costs. Each Sports League will have the option to 1) pay all fees prior to the start of its sports season 2) pay fees on a month to month basis or 3) establish up to three payment installments in order to pay the complete amount owed for use of the City facilities during its sports season (the last installment payment cannot be scheduled later than thirty-one (31) days before the end of the sports season).

Should the Sports League lapse in any one of its arranged payment installments a Notice of Correction will be issued and the Sports League will be provided fourteen (14) days to pay the agreed payment otherwise the Sports League's Facility Use Permit will be revoked until the full payment due is made.

8. Financial Audit. The Books and Records shall, upon five (5) business days' prior written notice to the Sports Leagues, be open for inspection by City, its auditors or other authorized representatives.

8.1 The Sports Leagues shall be audited by a third party financial firm selected and paid for by the City of Coachella bi-annually. Prior to the audit the Sports League will provide written notification of all documents requested to complete the financial audit; the Sports League will be provided 30 days to produce requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked until corrected. The final audit documents will be posted on the City website.

8.2 All members of Sport League boards must attend the annual 501c3 training provided by the City.

8.3 All Sport Leagues must obtain a Financial Audit score of C or higher and each Sport League's Financial Audit score must improve each year.

9. Code of Conduct. The City of Coachella Municipal Code Chapter 12.32 establishes *Park Use Regulations*. Sports League representative must at all times ensure their actions do not conflict with the Activities and Conduct Prohibited in City Parks. Violations will result in restricting the violator from accessing the park. If violations are recurring the restriction period can extend to the entire Sports League Season. Extended restriction periods will result in a written Notice of Violation to be issued by the City of Coachella Public Works Director.

10. Term. This MOU shall be effective as of January 22, 2020, and shall continue in effect until June 30, 2021, unless earlier terminated as provided herein. This MOU shall be automatically renewed from year to year on July 1st, unless either Party gives notice to the other Parties, on or before May 1 of each year, of its intent not to renew this MOU.

11. Termination of Agreement.

11.1 Grounds for Termination. City may, by written notice to Sports Leagues, terminate this Agreement at any time for violations of the City's Municipal Code Chapter 12 Park Use Regulations and may terminate this Agreement without cause

by giving written notice to Sports Leagues of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

12. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

CVSL:
President, Coachella Valley Soccer League
51544 Cesar Chavez St. Suite 1H
Coachella, CA 92236

CYSA-S:
President, Coachella Youth Sports Association Soccer
P.O. Box 1323
Coachella, CA 92236

City of Coachella:
City Manager
53-990 Enterprise Way
Coachella, CA 92236

13. Amendments. To the extent that either of the Parties believes that the MOU should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this MOU.

14. Complete and Final Agreement. This MOU contains the entire understanding of the Parties hereto with respect to the subject matter contained herein, and represents the complete and final expression of the Parties and supersedes any prior written or oral discussion, negotiation, understandings or agreements between the Parties.

15. Successors and Assigns; Transfer or Sale. No interest in this MOU shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This MOU shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Park and Snack Bar Use) is provided to the Sports

Leagues by the City and cannot be transferred/given by the Sports Leagues to any other entity.

16. No Third Party Beneficiaries. This MOU is not intended to, and shall not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms and understandings.

17. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

WHEREFORE, IN WITNESS THEREOF, the City, CVSL and CYSA-S, hereby execute and enter into this Memorandum of Understanding with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

CITY OF COACHELLA:

By: _____
William B. Pattison Jr., City Manager

COACHELLA VALLEY SOCCER LEAGUE

By: _____
Manuel Montaña, President

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

By: _____
Alma Aceves, President

Approved as to form:

By: _____
Carlos Campos, City Attorney

EXHIBIT 1 – BAGDOUMA PARK



EXHIBIT 2 – RANCHO LAS FLORES PARK





STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Coachella Travel Centre Project

- a. Environmental Assessment (EA 18-05) adopting a Mitigated Negative Declaration and Mitigation Monitoring Program for the development of the Coachella Travel Centre project.
- b. Ordinance No. 1148 approving Change of Zone (CZ 18-11) from A-R (Agricultural Reserve) to C-G (General Commercial).
- c. Conditional Use Permits (CUP 310 and 311) for drive-thru restaurant, car wash and truck wash facilities.
- d. Variance (VAR 18-09) to allow a four-story hotel building in excess of 50 feet in height, in the C-G (General Commercial) zone.
- e. Architectural Review (AR 18-09) to allow a new 3,800 sq. ft. convenience store with service station, 1,200 sq. ft. drive-thru restaurant, 5,555 sq. ft. restaurant, 2,677 sq. ft. car wash tunnel, 4,754 sq. ft. truck washing facility, and 11, 259 sq. ft. 4-story hotel with related infrastructure on 14.1 acres of vacant land located on the south side of Avenue 50 between the Whitewater Channel and the State Route 86 Expressway.

STAFF RECOMMENDATION:

Based on new information presented herein, and any new information that may be received during the public hearing, staff is recommending that the City Council continue this item for a minimum of 60-90 days to allow a Traffic Impact Analysis to be prepared by a Traffic Engineer (including an analysis of tractor trailer / emergency response vehicle circulation, and circulation limitations caused by weight restriction limits posted at the existing Dillon Road Bridge) and engineering analysis of public water and sewer improvements necessary for the project.

EXECUTIVE SUMMARY:

This item was continued from the December 11, 2019 public hearing, at which time the City Council raised traffic concerns with the project, as a result of the following issues:

- 1) Inadequacy of the traffic analysis discussed in the CEQA Initial Study/Mitigated Negative Declaration document in light of existing substandard conditions at the intersection of Avenue 50 and Tyler Street, near the project entry and the need for a traffic impact analysis to be prepared by a licensed traffic engineer.
- 2) Seasonal flooding issues that result in closure of Avenue 50 at the Whitewater Channel immediately adjacent to the main entrance into the property and the proposed project. (Note: In addition to seasonal flooding at the Whitewater Channel, the City's draft stormwater master plan identifies seasonal flooding at Avenue 50 and Kenmore Street and Frederick Street which are located west of Cesar Chavez Street).
- 3) The State of California Department of Transportation (Caltrans) performed a load rating analysis on the Dillon Road Bridge at the Whitewater Channel. The Bridge Inspection Report required posting weight restriction limits signs for truckers to use alternate routes. Meanwhile, the Dillon Road Bridge has been posted with said safety concerns and a public hearing will be scheduled shortly. The City is working with Caltrans and the Dillon Road Joint Powers Authority (JPA) in applying for funding for a bridge replacement project. The process to obtain funding, design, and construction for bridge replacement is a lengthy process. Due to the structure integrity being in poor condition, the potential for a future closure of Dillon Road between the 86 Expressway and Avenue 48 may be necessary.

In addition to the above items, the City Engineer has recommended that because public sewer and water improvements for the project will require extensive off-site improvements, preparation and review of conceptual-level engineering plans and analyses be submitted for review prior to final decision actions for the project.

UPDATE:

Staff has had an opportunity to meet and confer with CEQA consultant Kaitlyn Dodson, who will be available at the public hearing to answer questions regarding the transportation/circulation analysis prepared in the Initial Study/ Mitigated Negative Declaration. Additionally, staff has had further discussions with the City Engineer regarding existing traffic congestion issues at the intersection of Avenue 50, Tyler Street, and the 86 Expressway, and necessary public sewer and water improvements, and staff has an update with additional recommendations discussed below. The Fire Department has further stated that until the traffic study is completed, they cannot make a finding of compliance with the California Fire Codes for the project.

CEQA Consultant's review of Transportation/Circulation and related issues in CEQA Document:

The City Council inquired about how the traffic analysis that feeds the CEQA Mitigated Negative Declaration was prepared, and inquired about why a traffic impact analysis was not prepared. The City's CEQA consultant prepared a desk-top analysis using a trip generation manual, compared traffic impacts to assumed traffic impacts based on the City's General Plan, and considered level-of-service analysis based on a buildout scenario.

The decision to not prepare a traffic study was based on discussions in December 2018 between City staff, the applicant, and Todd Dodson Associates staff. It was agreed to utilize the data in the City's recently-adopted City General Plan which contained a comprehensive traffic study to support build out of the City. Based upon the estimated trip generation (estimated to be 3,040 trips per day, utilizing data gathered from similar projects to reach this number) and the capacity of the affected roadways as the City is built-out, it was agreed that an evaluation using the General Plan Circulation Element and Traffic Study would be adequate. As events transpired, this may not have been the best decision. The traffic data clearly demonstrates that there will be no significant circulation impacts with the City requiring additional specific data and design input/requirements from the Applicant to address adjacent roadway improvements. However, this is premised upon the Mobility Element's street sections for ultimate right-of-way dedications to widen the adjoining streets. This would require widening Avenue 50 into a 4-lane "Primary Arterial" with center median/turn lane, and making Tyler Street a 4-lane "Collector" with turn lane.

The City Council raised the issue about whether consideration should be given to seasonal flooding that occurs on the Whitewater Channel causing Avenue 50 to be closed, and leaving a single point of access road from the 86 Expressway for ingress and egress into the project. Additionally, the recent Cal-Trans safety report showing a very poor structural rating for the Dillon Road bridge is of concern because this may cause a future road closure for traffic along Dillon Road, and traffic may divert traffic towards Avenue 50 in order to get onto the 86 Expressway near the project site. In order to address these questions the CEQA Consultant would need a substantial amount of time to acquire the data necessary to respond. As such, there will not be an informed response to address these items beyond creating specific conditions of approval that would apply to the project's fair share contribution to improving the Dillon Road bridge and improving the roadways such that roadway flooding is minimized at Avenue 50. Another way to address the flooding may be to mandate a specific alternative route to the site if possible (although this may be impossible given the Project's location).

City Engineer's review of need for Traffic Impact Analysis, Traffic Circulation, and conceptual level public sewer and water plans and analyses:

The Engineering Department crafted its original recommended conditions of approval based on an understanding that Avenue 50 would connect to the 86 Expressway via a future interchange. As such, the conditions were modified or stricken at the Planning Commission meeting (condition #39 was modified and condition #48 was stricken because they do not work with the concept of considering this development without the proposed interchange/bridge).

Because the General Plan assumes a direct connection between Avenue 50 and CA 86 Expressway (not through Tyler Street as it currently exists), there are existing traffic congestion issues that have not been adequately analyzed, if a highway interchange and grade separation were to not be constructed. The north-south leg of Tyler Street would need to be improved to the same standard as Avenue 50 with a fully-improved intersection between that leg and Avenue 50. The turning movements into and out of the project site do not work under the current L-Shaped connection at Avenue 50 and Tyler Street which has no traffic signal or stop signs.

This knuckle intersection is located immediately adjacent to the sloping East Bank of the Whitewater Channel which further complicates the ability to widen these streets to their ultimate right-of-way.

The General Plan's Mobility Element requires Avenue 50 (between Grapefruit Boulevard and 86 Expressway) to be improved with 4 lanes and turning lane/center median (Primary Arterial with Bicycle Facility). And the General Plan EIR recommended "a 6-lane roadway for Avenue 50 to improve Level of Service from E to C" for this segment of the roadway. Thus, at a minimum, an additional condition of approval could be required to widen Avenue 50 to 4 lanes along the project's frontage and for a section west of the project site to improve existing traffic conditions and improve the roadway segment's level of service. A four-lane right-of-way would require a 90-foot street right-of-way dedication and improvement along the project's frontage and additional roadway widening along the Whitewater Channel to improve existing conditions. However, the project can only be required to make improvements as part of a "fair share" traffic analysis to set contributions based on the project's actual impacts. Thus, the City Engineer recommends that a traffic impact analysis with detailed traffic circulation mitigation measures be prepared for the project. A minimum of 12-foot lanes are recommended for these roadway sections.

Because off-site public sewer and water improvements will be required for the project, preparation and review of conceptual-level engineering plans and analyses are necessary. The location of off-site water and sewer infrastructure was discussed during the Pre-Application Review meetings with the developer. However, there was no utility engineering analysis prepared showing proper connections to existing water and sewer lines, on the submitted plans. The CEQA Mitigated Negative Declaration further does not discuss these aspects of the project impacts, which should be a part of the record under the project's construction impacts.

Fire Department's Review of Existing Traffic Conditions:

As a result of the City Council's expressed concerns with traffic circulation issues at the subject site the Division Chief, in consultation with the Fire Marshal's Office, have recommended that further information is needed to determine the appropriate applications of the California Fire Code in the form of a Traffic Study. This additional information is needed to ensure that the off-site circulation can support the proposed development and adequately address the need for emergency response equipment to access the site. The Fire Department's position is that they do not have enough information to determine this, and they will be available at the City Council meeting to express this concern.

Conclusions and Recommendations:

In light of concerns raised by City Council at the December 11, 2019 public hearing, the recently placed loading restrictions on the Dillon Road Bridge, the Fire Marshal's registered concerns, and recent information obtained from the draft Stormwater Master Plan currently under preparation by the City's consultant, staff is recommending that this item be continued until a traffic study can be prepared for the project by a qualified Traffic Engineer, to include the following items:

- a) An approved scoping plan for the Traffic Study traffic study with recommendations, for the City Engineer's review and approval.
- b) An alignment study, analyzing ultimate and currently proposed turning movements at the intersections of Avenue 50 and Tyler Street (west of the project) and Avenue 50 and Highway 86 Expressway (east of the project).
- c) An analysis of emergency vehicles routing (including fire apparatus) with specific considerations for seasonal flooding of Avenue 50 at Kenmore Street and at Frederick Street, and the current load restrictions and potential future closure of the Dillon Road Bridge over the Coachella Valley Stormwater Channel.
- d) A submittal of the traffic study for review and approval by the City Engineer and the Fire Department. The Fire Department may require a secondary emergency access for the project, based on their review of the traffic study.
- e) Sufficiently detailed plan information for all related ultimate and currently proposed public improvements and dedications for the project.

Due to the extent of off-site sewer and water improvements required for the project, preparation and review of conceptual-level engineering plans and analyses are necessary.

If after the public hearing report and testimony, the City Council is inclined to approve the project, staff can bring back modified conditions of approval to address the above issues. However, the potential drawbacks to this approach is that any major recommendations in the Traffic Study for traffic/circulation planning, may be restricted from being implemented, because the approved project will have had a final determination. At this time staff does not have the necessary information to make an informed recommendation for approval of the project given the issues outlined in this report.

ALTERNATIVES:

1. Continue this item for a minimum of 60 to 90 days and direct the applicant to prepare a Traffic Study as explained above.
2. Approval of the project with staff direction to return with modified conditions of approval.
3. Take no action and give staff direction.

FISCAL IMPACT:

There are no fiscal impacts associated with approval or denial of the Coachella Travel Centre project.

RECOMMENDED ALTERNATIVE(S):

Staff recommends Alternatives #1 or #2 above.



STAFF REPORT
1/22/2020

TO: Honorable Mayor and City Council Members

FROM: Luis Lopez, Development Services Director

SUBJECT: Kismet Coachella – Retail Dispensary

- a) Ordinance No. 1146 approving Change of Zone 18-07 that proposes to add the RC (Retail Cannabis) overlay zone to the existing C-G (General Commercial) zone on Building 1 located at 1639 and 1645 6th Street.
- b) Resolution No. 2019-64 approving Conditional Use Permit 305 to convert existing vacant commercial tenant space into the following uses: a 3050 square foot cannabis dispensary including 750 square feet for check-in and waiting area, 1800 square feet of retail display area and 500 square feet of rear storage, inventory control and packaging to be located in Building 1 located at 1639 and 1645 6th Street; and a 4500 square foot coffee shop, art display and office/event space to be located in Building 2 located at 1657 and 1669 6th Street.

STAFF RECOMMENDATION:

Staff recommends that this project be continued to a date uncertain.

BACKGROUND:

This item was continued from the December 11, 2019 City Council meeting as recommended by the City Attorney, due to non-payment of \$40,000 by the property owner, which is due as part of a code-enforcement settlement agreement, executed in June 2019.

DISCUSSION/ANALYSIS:

As of the writing of this staff report the City Attorney had received no response from the property owner's attorney regarding payment of the required funds. Staff had a discussion with the Kismet Coachella applicants who indicated that the property owner is the responsible party for payment of the \$40,000 and there is no other agreement for their payment of these funds. Accordingly, staff is recommending that this project be continued until such time as the property owner submits payment to the City, and a new public hearing date can be set.



STAFF REPORT
1/22/2020

TO: Honorable Chair and Board Members of the Successor Agency to the City of Coachella Redevelopment Agency

FROM: William B. Pattison, Jr., Executive Director

SUBJECT: Resolution No. SA-2020-01, Approving the Recognized Obligation Payment Schedule (ROPS) 20-21.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency adopt Resolution No. SA-2020-01, approving an Annual Recognized Obligation Payment Schedule for the fiscal period from July 1, 2020 through June 30, 2021, pursuant to Health and Safety Code Section 34177 and taking certain related actions.

BACKGROUND:

Pursuant to AB X1 26, the Successor Agency must prepare a Recognized Obligation Payment Schedule (“ROPS”) for each six-month fiscal period (commencing each January 1 and July 1), listing the payments to be made by the Successor Agency during such period. All ROPS must be approved by the Oversight Board. Furthermore, each Oversight Board-approved ROPS must be submitted to the State Department of Finance (“DOF”) for review.

On June 27, 2012, the Governor signed the State budget trailer bill AB 1484, which became effective immediately. AB 1484 imposed new requirements and deadlines for submission of ROPS. At the same time that the Successor Agency submits a ROPS to the Oversight Board for approval, the Successor Agency must also provide a copy of such ROPS to the DOF, the County Auditor-Controller and the County administrative officer. A copy of the Oversight Board-approved ROPS must be submitted to the DOF, the Office of the State Controller and the County Auditor-Controller and be posted on the Successor Agency’s website. The Successor Agency must submit the ROPS to the DOF electronically in the manner of DOF’s choosing.

On September 22, 2015, the Governor signed State budget trailer bill SB 107, which became effective immediately. Pursuant to SB 107, the Successor Agency must now file an annual ROPS, commencing with the fiscal period from July 1, 2016 to June 30, 2017, and for each fiscal year thereafter.

On July 1, 2018, the oversight boards for all successor agencies in the County were consolidated into one County Oversight Board. The Successor Agency must now submit the annual ROPS to

the County Oversight Board (the “Oversight Board”), along with a proposed Administrative Budget.

The Oversight Board will consider the ROPS 20-21 and the FY 2020-21 Administrative Budget for approval at its meeting of January 30, 2020.

The deadline for the Successor Agency to submit the Oversight Board-approved ROPS 20-21 to DOF, the Office of the State Controller and the County Auditor Controller is **February 1, 2020**.

FISCAL IMPACT:

The preparation and submittal of ROPS 20-21 is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from July 1, 2020 through June 30, 2021.

Attachments:

1. Resolution No. SA-2020-01, including:
Exhibit A – ROPS 20-21
Exhibit B – Administrative Budget

RESOLUTION NO. SA- 2020-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT AGENCY APPROVING AN ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE 2020-21 FISCAL PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. Pursuant to Health and Safety Code Section 34177(o), the Successor Agency to the City of Coachella Redevelopment Agency (the “Successor Agency”) must prepare a proposed Recognized Obligation Payment Schedule (“ROPS”) before each annual fiscal period (commencing July 1) and submit each proposed ROPS to the Oversight Board for the Successor Agency (the “Oversight Board”) for approval.

B. Pursuant to Health and Safety Code Section 34177(o)(1), at the same time that the Successor Agency submits a ROPS to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS to the State Department of Finance (the “DOF), the County administrative officer, and the County Auditor-Controller.

C. Pursuant to Health and Safety Code Section 34177(o), the Successor Agency must (1) submit the Oversight Board-approved ROPS for the fiscal period from July 1, 2020 through June 30, 2021 (“ROPS 20-21”), to DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2020; and (2) post a copy of the Oversight Board-approved ROPS 20-21 on the Successor Agency’s website.

D. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency must prepare a proposed administrative budget (“Administrative Budget”) and submit it to the Oversight Board for its approval.

NOW, THEREFORE, THE BOARD OF DIRECTORS FOR THE SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT AGENCY (THE “BOARD”), HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to the provisions of Health and Safety Code Section 34177.

Section 3. The Board hereby approves ROPS 20-21, substantially in the form attached hereto as Exhibit A. The Executive Director of the Successor Agency, in consultation with the

Successor Agency’s legal counsel, may modify ROPS 20-21 as the Executive Director or the Successor Agency’s legal counsel deems necessary or advisable.

Section 4. The Board hereby approves the proposed FY 2020-21 Administrative Budget for the Successor Agency, in the form attached as Exhibit B.

Section 5. Staff is hereby authorized and directed to submit a copy of ROPS 20-21 and the Administrative Budget to the Oversight Board for approval and, at the same time, transmit a copy of ROPS 20-21 to the DOF, the County Auditor-Controller and the County administrative officer as designated by the County.

Section 6. Staff is hereby authorized and directed to submit a copy of Oversight Board-approved ROPS 20-21 to the DOF, the Office of the State Controller, and the County Auditor-Controller. If the Oversight Board has not approved ROPS 20-21 by February 1, 2020, Staff is hereby authorized and directed to transmit ROPS 20-21 to the DOF, the Office of the State Controller, and the County Auditor-Controller by February 1, 2020, with a written notification regarding the status of the Oversight Board’s review. Written notice and information regarding the action of the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing.

Section 7. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 20-21 on the Successor Agency’s Internet website (being a page on the Internet website of the City of Coachella).

Section 8. The officers and the staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED, APPROVED and ADOPTED this 22nd day of January 2020.

Steven A. Hernandez
Chair

ATTEST:

Angela M. Zepeda
Secretary

APPROVED AS TO FORM:

Carlos Campos
City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF COACHELLA)

I HEREBY CERTIFY that the foregoing Resolution No. SA-2020-01 was duly adopted by the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency at a regular meeting thereof, held on the 22nd day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Andrea J. Carranza, MMC
Deputy City Clerk

EXHIBIT A

**SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT
AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(July 1, 2020 through June 30, 2021)**

EXHIBIT B

**SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT
AGENCY
ADMINISTRATIVE BUDGET
(July 1, 2020 through June 30, 2021)**

**Recognized Obligation Payment Schedule (ROPS 20-21) - Summary
Filed for the July 1, 2020 through June 30, 2021 Period**

Successor Agency: Coachella
County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	20-21A Total (July - December)	20-21B Total (January - June)	ROPS 20-21 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 2,707,262	\$ 226,471	\$ 2,933,733
B Bond Proceeds	518,765	226,471	745,236
C Reserve Balance	2,188,497	-	2,188,497
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 133,500	\$ 3,091,425	\$ 3,224,925
F RPTTF	8,500	2,966,425	2,974,925
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	\$ 2,840,762	\$ 3,317,896	\$ 6,158,658

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Coachella
Recognized Obligation Payment Schedule (ROPS 20-21) - ROPS Detail
July 1, 2020 through June 30, 2021

A	B	C	D	E	F	G	I	J	K	L	M	O	P	Q	R	S	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)				20-21A Total	ROPS 20-21B (Jan - Jun)				20-21B Total
										Fund Sources					Fund Sources				
										Bond Proceeds	Reserve Balance	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	RPTTF	Admin RPTTF	
							\$50,334,656		\$6,158,658	\$518,765	\$2,188,497	\$8,500	\$125,000	\$2,840,762	\$226,471	\$-	\$2,966,425	\$125,000	\$3,317,896
8	Employee Costs	Admin Costs	02/01/2012	09/01/2036	Agency Employees	Payroll for Employees	4,037,500	N	\$250,000	-	-	-	125,000	\$125,000	-	-	-	125,000	\$125,000
9	Professional Services	Fees	06/01/1998	09/01/1936	Union Bank	Trustee Fees	94,500	N	\$3,500	-	-	3,500	-	\$3,500	-	-	-	-	\$-
10	Professional Services	Admin Costs	07/04/2005	12/31/2016	Sonnenberg & Co	Annual Audit	247,500	N	\$5,000	-	-	5,000	-	\$5,000	-	-	-	-	\$-
11	Professional Services	Professional Services	02/01/2012	09/01/2036	BB&K	Attorney Services	525,000	N	\$-	-	-	-	-	\$-	-	-	-	-	\$-
12	2013 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	10/24/2013	12/01/2028	Union Bank	Tax Allocation Refunding Bonds (to refund 1998 and 1999 Bonds)	3,575,016	N	\$398,688	-	347,244	-	-	\$347,244	-	-	51,444	-	\$51,444
23	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Site Maintenance (clear, grub, fence)	1,093	N	\$1,093	1,093	-	-	-	\$1,093	-	-	-	-	\$-
26	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	Attorney	Document review, counsel, Notices	9,060	N	\$9,060	5,000	-	-	-	\$5,000	4,060	-	-	-	\$4,060
27	Bond Debt Service Reserve Fund	Reserves	07/04/2005	09/01/2036	Successor Agency/ Trustee	Reserve per HSC 34171(d)(1)(A)	2,360,714	N	\$2,360,714	-	-	-	-	\$-	-	-	2,360,714	-	\$2,360,714
29	2014 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/27/12	10/01/2014	12/01/2034	Union Bank	Tax Allocation Refunding Bonds (to refund 2004A & portion of 2004B)	10,564,712	N	\$557,663	-	400,031	-	-	\$400,031	-	-	157,632	-	\$157,632
31	Calle Verde	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Develop/repair subdivision, permits, Architectural and Engineering	483,587	N	\$483,587	450,000	-	-	-	\$450,000	33,587	-	-	-	\$33,587
32	Calle Verde	Bond Funded Project -	02/01/2012	09/01/2036	County Housing Authority	Project delivery costs	25,344	N	\$25,344	12,672	-	-	-	\$12,672	12,672	-	-	-	\$12,672

A	B	C	D	E	F	G	I	J	K	L	M	O	P	Q	R	S	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Retired	ROPS 20-21 Total	ROPS 20-21A (Jul - Dec)				20-21A Total	ROPS 20-21B (Jan - Jun)				20-21B Total
										Fund Sources					Fund Sources				
										Bond Proceeds	Reserve Balance	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	RPTTF	Admin RPTTF	
		Housing																	
33	2016 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/27/12	03/02/2016	09/01/2036	Union Bank	Tax Allocation Refunding Bonds (to refund 2004B, 2006, 2006 LMI bonds)	28,184,478	N	\$1,837,857	-	1,441,222	-	-	\$1,441,222	-	-	396,635	-	\$396,635
34	Affordable Housing Development	Bond Funded Project - Housing	02/01/2012	09/01/2036	County Housing Authority	Project delivery costs	226,152	N	\$226,152	50,000	-	-	-	\$50,000	176,152	-	-	-	\$176,152

Coachella
Recognized Obligation Payment Schedule (ROPS 20-21) - Report of Cash Balances
July 1, 2017 through June 30, 2018
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
ROPS 17-18 Cash Balances (07/01/17 - 06/30/18)		Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/17) RPTTF amount should exclude "A" period distribution amount.	1,473,669		1,200,000		-	C-1 is housing bond proceeds for use by the County Housing Authority
2	Revenue/Income (Actual 06/30/18) RPTTF amount should tie to the ROPS 17-18 total distribution from the County Auditor-Controller			1,200,000		4,293,532	
3	Expenditures for ROPS 17-18 Enforceable Obligations (Actual 06/30/18)	388,287		1,200,000		4,293,532	
4	Retention of Available Cash Balance (Actual 06/30/18) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 17-18 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 17-18 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/18) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$1,085,382	\$-	\$1,200,000	\$-	\$-	C-6 is remaining housing bond proceeds for use by the County Housing Authority

Coachella
Recognized Obligation Payment Schedule (ROPS 20-21) - Notes
July 1, 2020 through June 30, 2021

Item #	Notes/Comments
8	
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**SUCCESSOR AGENCY to the
COACHELLA REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET
for the Period July 1, 2020 through June 30, 2021**

Salaries and Benefits \$ 190,000
Executive Director, Finance personnel, City Clerk

Professional Services \$ 30,000
Financial, Bond Administration

Overhead Costs \$ 30,000
Successor Agency Board, Other

Total Administrative Allocation \$ 250,000