



City Hall Council Chambers  
1515 Sixth Street, Coachella, California  
(760) 398-3502 ♦ [www.coachella.org](http://www.coachella.org)

# AGENDA

OF A REGULAR MEETING  
OF THE

CITY COUNCIL 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 23, 2019**

5:00 p.m. Closed Session

6:00 p.m. Regular Meeting

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1. **CALL TO ORDER: — 5:00 P.M.**
2. **ROLL CALL:**
3. **PUBLIC COMMENTS (CLOSED SESSION ITEMS):**
4. **ADJOURN TO CLOSED SESSION:**
  - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Coachella v. Mao Sung Ku  
Superior Ct. of California, County of Riverside, Case No. PSC 1805140
  - b. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(d)(1)  
City of Indio v. City of Coachella, et al,  
Superior Ct. of California, County of Riverside, Case No. PSC 1804374
  - c. 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
  - d. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation, Pursuant to Government Code Section 54956.9(d)(2)/(e)(1)  
Two (2) potential cases

- e. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of Litigation, Pursuant to Government Code Section 54956.9(d)(4)  
One (1) potential case

5. **RECONVENE REGULAR MEETING: — 6:00 P.M.**

6. **PLEDGE OF ALLEGIANCE:**

7. **CLOSED SESSION ANNOUNCEMENTS:**

8. **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.”

9. **APPROVAL OF THE MINUTES:**

- a. Regular Meeting of December 12, 2018, 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.

10. **PROCLAMATIONS/PRESENTATIONS:**

- a. Presentation from Lift to Rise
- b. Certified Annual Financial Report, Results of the FY 2017-18 Audit

11. **WRITTEN COMMUNICATIONS:**

12. **CONSENT CALENDAR:**

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

- a. Voucher Listings — Manual Checks/Permit Refunds/Utility Billing Refunds/FY 2018-19 Expenditures as of January 23, 2019, \$3,118,469.16.
- b. Quarterly Reports
- c. Ordinance No. 1130 Denying the Appeals and Upholding the Planning Commission Approval of Change of Zone 18-09 from M-H (Heavy Industrial) to MS-IP (Manufacturing Service - Industrial Park) on 10 acres of land located at the northeast corner of Avenue 54 and Polk Street. Peter Solomon & Ron Qurashi, Applicants. *(Second Reading)*

- d. Ordinance No. 1131 amending Chapter 5.64 of the Coachella Municipal Code (Title 5 - Business Licenses & Regulations) to adopt Riverside County Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Board of Supervisors relating to tobacco businesses. *(Second Reading)*
- e. Authorize City Manager to resubmit a revised trademark application for Fiestas Patrias event name and recommended logo.
- f. Approve execution of a Master Right-of-Way Use Agreement between the City of Coachella and Mobilite, LLC.
- g. Approve a Community Based Grant to the Coachella Valley Housing Coalition in the Amount of \$1,000 to support its College Scholarship Program
- h. Approve a Community Based Grant to Alternatives for Youth in the amount of \$1,000.00 to support its Life Skills Course offered in the City of Coachella
- i. Approve a Community Based Grant to the Coachella Youth Sports Association Soccer League in the Amount of \$1,000 to Help Pay for Temporary Lighting
- j. Approve 2019 Temporary Use Agreement between City and Coachella Valley Soccer League.
- k. Investment Report - October 2018; November 2018
- l. Notice of Completion ST-70-2017-02 Calhoun Street Widening and Rehabilitation
- m. Authorize the City Manager to execute a Letter Agreement to Zambelli Fireworks Manufacturing Co. for special event pyrotechnic programming, for the City's 2019 Fourth of July Event, in the amount of \$33,500.
- n. Accept Public Improvements and exonerate the Improvement Bonds for Parcel Map No. 36481
- o. Updated Library Facilities Use Agreement with the College of the Desert
- p. Memorandum of Understanding with the Coachella Valley Water District to share cost in the preparation of a Storm Water Master Plan, City Project No. SD-03, for the City of Coachella

**13. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- a. Approve Resolution 2019-04 establishing a user fee for the Coachella Library Conference Rooms 1-3 and adopting a policy for Coachella Library Conference Room Rentals.

- b. Traffic Signal Installation, Project No. ST-106
  - 1) Authorize the City Manager to Execute a Contract with DBX Inc. in an amount of \$255,363.00 for a New Traffic Signal at Van Buren and Coral Mountain School, and authorize an additional 10% Construction Contingency for the Project; and
  - 2) Authorize an additional budget of \$106,000 to fund the Traffic Signal Installation. Project No. ST-106
- c. Authorize the City Manager to Execute a Professional Service Agreement with Northwest Hydraulic Consultants to prepare the Existing Condition Assessment for the City of Coachella Stormwater Master Plan, City Project No. SD-03, in an amount not to exceed \$150,975.00

**14. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):**

- a. Resolution No. 2019-05, denying the appeal of Planning Commission's decision regarding Architectural Review No. 18-06 ("Prado by D. R. Horton") to allow construction of 61 new single-family homes on existing vacant lots inside the Prado Gated Community (Lots 47 - 50, 60 - 85 and 88 - 118 of Tract 32075-1) located on the south side of Avenue 50 between Van Buren Street and Via Prado. Better Neighborhoods, Inc., Appellant.
- b. Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:
  - 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
  - 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
  - 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;
  - 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

**15. SUCCESSOR AGENCY:**

- a. Resolution No. SA-2019-01, Approving the Recognized Obligation Payment Schedule (ROPS) 19-20.

16. **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 within the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.”

17. **REPORTS AND REQUESTS:**

- a. Council Comments/Report of Miscellaneous Committees.
- b. City Manager's Comments.

18. **ADJOURNMENT:**

<sup>i</sup> Any writing or documents pertaining to an **open session** item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection at the front counter of City Hall located at 1515 Sixth Street, Coachella, CA during normal business hours.

THIS MEETING IS ACCESSIBLE TO PERSONS WITH DISABILITIES



**ITEM 9.a.**







## MINUTES

### OF A REGULAR MEETING OF THE

CITY COUNCIL 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 12, 2018**  
6:00 p.m.

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#### 1. CALL TO ORDER:

The Regular Meeting of the City Council of the City of Coachella was called to order at 6:00 p.m. in the Council Chamber at City Hall by Mayor Hernandez.

#### 2. ROLL CALL:

Present: Councilmember Bautista, Councilmember Brown, Councilmember Martinez, and Mayor Hernandez.

Absent: Mayor Pro Tem Sanchez.

#### 3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Councilmember Brown.

#### 4. APPROVAL OF AGENDA:

City Manager Pattison asked Council to remove from the agenda Public Hearing Item 13.b., due to a noticing deficiency. This item will be sent back to the Planning Commission. There were no further modifications to the agenda.

Motion: To approve agenda as **modified**.

Made by: Councilmember Martinez

Seconded by: Councilmember Brown

Approved: 4-0, by a unanimous voice vote.

**5. APPROVAL OF THE MINUTES:**

- a. Regular Meeting of November 14, 2018, 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.
- b. Special Meeting of December 5, 2018, 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 Brown

Seconded by: Councilmember Bautista

Approved: 4-0, by a unanimous voice vote.

**6. CANVASS OF BALLOTS:**

- a. Resolution No. 2018-75, a Resolution of the City Council of the City of Coachella, California, Reciting the Fact of the General Municipal Election Held in Said City of Coachella on the 6th day of November 2018, Declaring the Result Thereof and Such Other Matters as are Provided by Law

Motion: To approve.

Made by: Councilmember Martinez

Seconded by: Councilmember Bautista

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

AYES: Councilmember Bautista, Councilmember Brown, Councilmember Martinez and Mayor Hernandez

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Sanchez.

**7. OATH OF OFFICE:**

- a. Administration of Official Oath of Office to Newly Elected Officials:

- Councilmember Josephine “Josie” Gonzalez, performed by City Attorney Carlos Campos
- Councilmember Megan Beaman Jacinto, ceremoniously performed by Elizabeth Romero
- Mayor Steven A. Hernandez, performed by City Attorney Carlos Campos

**8. ORGANIZATION:**

- a. Nomination for the Position of Mayor Pro Tem

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

Made by: Mayor Hernandez

Seconded by: Councilmember Bautista

Approved: 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

**9. PROCLAMATIONS/PRESENTATIONS:**

- a. Certificate of Recognition to the Coachella Valley Housing Coalition for Helping Families Achieve Homeownership, and for the Provision of Safe, Decent and Affordable Rental Housing in the City of Coachella.
- b. Presentation on the Coachella Feasibility Study for a Wellness Center and Public Space Project

**10. WRITTEN COMMUNICATIONS:**

None.

**11. CONSENT CALENDAR:**

- a. Voucher Listings — Manual Checks/Utility Billing Refunds/FY 2018-19 Expenditures as of December 12, 2018, \$4,256,817.95.
- b. Ordinance No. 1129 approving Change of Zone No. 18-08 from C-G (General Commercial) to RM (Multiple Family Residential) on 4.51 acres of vacant land on the south side of Avenue 48 west of Van Buren Street. (*Second Reading*)
- c. Resolution No. 2018-76, a Resolution Approving and Adopting an Amended Conflict of Interest Code Pursuant to the Political Reform Act of 1974.

- d. Resolution 2018-80 in Support of the Memorandum of Understanding Between the County of Imperial and the County of Riverside on the Salton Sea.

Public Comments: Brian Nestande  
Riverside County Supervisor V. Manuel Perez

- e. Resolution No. 2018-82 establishing a User Fee for the Coachella Library and adopting a policy for Coachella Library Rentals of Conference Room 1 & 2.

**Action: Continued**

- f. Authorization for the execution of Restated and Amended Memorandum of Understanding between the City of Coachella and Sports Leagues and recommend award of a short-form construction agreement to BRC Construction, in the amount of \$3,800.00.
- g. Receive and file sports league financial examination report for Coachella Youth Baseball and Softball Association (CYBSA), and Coachella Little Arabs Youth Football (CLAYF) and re-audit CLAYF in Spring 2019.
- h. Authorization for the execution the attached revised Mitigation Agreement between County of Riverside, City of Coachella, City of Indio and Burrtec Waste Industries, Inc. for mitigation funds of vehicle trips to Coachella Valley Compost facility.
- i. Construction Contract with AVIR Lifestyle Technology Solutions in an amount not to exceed \$30,000.00 for complete wiring system, non-structured wiring, trim, finish parts, installation, programming, engineering and management labor for the Permit Center project F-28.
- j. Reimbursement Agreement between City of Coachella and KPC Development Company, LLC for procurement of city consultants, in the amount of \$73,000.00 for the Desert Lakes Specific Plan and Environmental Impact Report.
- k. Amendment to the Professional Service Agreement with Michael Baker International, Inc. in an amount of \$167,606.00 to provide Professional Engineering Services for the I-10/Avenue 50 New Interchange, City Project No. ST-67
- l. Amendment to the Professional Service Agreement with Michael Baker International, Inc. in an amount of \$79,800.00 to provide Professional Engineering Services for the Avenue 50 Extension, City Project No. ST-98
- m. Professional Service Agreement with Q3 Consulting to provide Professional Engineering Services to prepare a Storm Water Master Plan for the City of Coachella in an amount not to exceed \$222,652.00.

- n. Amendment 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.

Motion: To approve per staff recommendation, Consent Calendar Items 11.a. through 11.n. with the exception of Item 11.e., which was continued.

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

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

**12. NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):**

- a. Ordinance No. 1131 amending Chapter 5.64 of the Coachella Municipal Code (Title 5 - Business Licenses & Regulations) to adopt Riverside County Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Board of Supervisors relating to tobacco businesses (*First Reading*).

Motion: To approve per staff recommendation.

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

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

- b. Resolution No. 2018-81:

- Authorizing the City Manager to Submit an Application for the Affordable Housing and Sustainable Communities (AHSC) Program on behalf of the City of Coachella;
- Enter into a Purchase Option Agreement with R.B. Johnson Investments, LLC., and
- Enter into an Affordable Housing Loan Agreement with Chelsea Investment Corporation for the Purposes of Submitting an Application to the AHSC Program.

Public Comment: Colleen Edwards

(Continued)

*(Item 12.b. Resolution No. 2018-81, continued from previous page)*

Motion: To approve per staff recommendation.

Made by: Councilmember Bautista

Seconded by: Mayor Pro Tem Martinez

Approved: 5-0, by the following roll call vote:

*(Mayor Pro Tem Martinez stepped away from the dais at 8:13 p.m.)*

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

NOES: None.

ABSTAIN: None.

ABSENT: Mayor Pro Tem Martinez.

*(Mayor Pro Tem Martinez returned to the dais at 8:15 p.m.)*

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

Motion: To approve with amendments as noted.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 5-0, by the following 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 Bautista stepped away from the dais from 8:37 p.m. – 8:39 pm.)*

- d. Appointment of **Kimberly Miranda** to fill the vacancy and serve on the Coachella Planning Commission with a term ending **December 31, 2019**.

Motion: To approve per staff recommendation

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Gonzalez

Approved: 5-0, by the following roll call vote:

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

- e. Authorization for the City Manager to execute a Library Facilities Use Agreement with the College of the Desert.

Motion: To approve per staff recommendation.

Made by: Councilmember Bautista  
Seconded by: Mayor Pro Tem Martinez  
Approved: 5-0, by the following roll call vote:

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

- f. Authorization for the City Manager to execute a Construction Contract with Granite Construction Company for Van Buren Street Improvements (along the west side of Van Buren from Avenue 48 south approximately 800 feet) in the amount of \$406,997.00.

Motion: To approve per staff recommendation.

Made by: Councilmember Bautista  
Seconded by: Councilmember Beaman Jacinto  
Approved: 5-0, by the following roll call vote:

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

g. Coachella Food Truck Park Event:

- Approval of a Lease Agreement between the City of Coachella and Erick Becerril (Operator) to lease out City-owned vacant property on the northwest corner of Vine Avenue and Fourth Street (APN: 778-042-009 & 778-042-010) in Coachella for a Special Events Permit for the Coachella Food Truck Park Event; and
- Approval for the Operation of a Beer Garden for the Coachella Food Truck Park Event by Erick Becerril.

Public Comment: Erick Becerra

Motion: To approve per staff recommendation.

Made by: Mayor Pro Tem Martinez

Seconded by: Councilmember Bautista

Approved: 5-0, by the following roll call vote:

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

NOES: None.

ABSTAIN: None.

ABSENT: None.

### 13. PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

a. Denying the Appeal Requests and Upholding the Planning Commission's Decision — Avenue 54 and Polk Commercial Cannabis Cultivation Campus with Motion Capture Film Studio:

- 1) Resolution No. 2018-77 denying the appeal requests, upholding the Planning Commission Action and adopting a Mitigated Negative Declaration and Mitigation Monitoring Program (EA 18-02) for the Avenue 54 and Polk Street Project, located at the northeast corner of Avenue 54 and Polk Street in accordance with the California Environmental Quality Act (CEQA) Guidelines.
- 2) Ordinance No. 1130 adopting Change of Zone No. 18-09 that proposes to change the zone from Heavy Industrial (M-H) to Manufacturing Service-Industrial Park Overlay (MS-IP) on 10 acres located at the northeast corner of Avenue 54 and Polk Street (*First Reading*).
- 3) Resolution No. 2018-78 denying the appeal requests, upholding the Planning Commission Action and approving Conditional Use Permit No. 307 to allow a 174,500 square foot commercial cannabis cultivation, manufacturing and distribution facility and a motion capture film studio that proposes 5 buildings that will be constructed over 4 phases over an 8-10 year time span and associated facilities including common, parking and landscaped areas on a total of 10 acres of land. Architectural Review 18-07 is proposed for interior and exterior modifications to the existing building and for building 1 within the proposed project.

(Continued)



*(Item 13.a. Avenue 54 and Polk Commercial Cannabis Cultivation Campus with Motion Capture Film Studio — Resolution Nos. 2018-77, 2018-78 and Ordinance No. 1130 (first reading), continued from previous page):*

- 4) Resolution No. 2018-79 denying the appeal requests, upholding the Planning Commission Action and approving Variance 18-04, a variance that proposes to reduce the 30-acre requirement for commercial cannabis operations within the Manufacturing Service-Industrial Park Overlay (MS-IP) zone, located at the northeast corner of Avenue 54 and Polk Street.

Mayor Hernandez opened the Public Hearing for Item 13.a. at 9:45 p.m.

Public Comment:     Gurjit Singh  
                             Peter Solomon  
                             Ron Quarshi

Mayor Hernandez closed the Public Hearing for Item 13.a. at 9:58 p.m.

Motion:                 To approve per Planning Commission recommendation.

Made by:                Councilmember Bautista  
Seconded by:         Councilmember Beaman Jacinto  
Approved:              4-0-1, by the following roll call vote:

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

*Item 13.b. was removed from the agenda during the approval of the agenda portion of the meeting.*

**14. PUBLIC COMMENTS (NON-AGENDA ITEMS):**

- a.     Clementine Olloque
- b.     Nick Mesa
- c.     Chris Martinez
- d.     Deborah McGarrey

**15. REPORTS AND REQUESTS:**

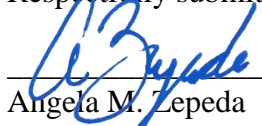
- a.     Council Comments/Report of Miscellaneous Committees.

- b. City Manager's Comments.
  - 1. 2019 Special Event Calendar

**16. ADJOURNMENT:**

There being no further business to come before the City Council and the Agencies, Mayor Hernandez adjourned the meeting at 11:14 p.m.

Respectfully submitted,



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Angela M. Lepeda  
City Clerk

**ITEM 12.a.**



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Bank : wfb WELLS FARGO BANK

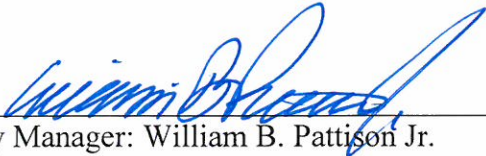
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103814	12/11/2018	48357	COSTCO	12/11/2018	2018 EMPLOYEE RECOGNITI	2,000.00	2,000.00
103815	12/11/2018	00923	SAM'S CLUB DIRECT	12/11/2018	2018 EMPLOYEE RECOGNITI	1,900.00	1,900.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>3,900.00</b>

2 checks in this report.

Grand Total All Checks: 3,900.0

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Date: December 11, 2018



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

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Bank : wfb WELLS FARGO BANK

<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>
103816	12/12/2018	43728 ROSALES, RENE	Reimbursement	12/12/2018	2018 EMPLOYEE RECOGNITI	1,900.66	1,900.66
<b>Sub total for WELLS FARGO BANK:</b>							1,900.66

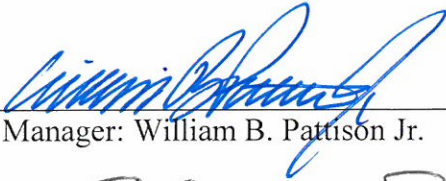
1 checks in this report.

Grand Total All Checks:

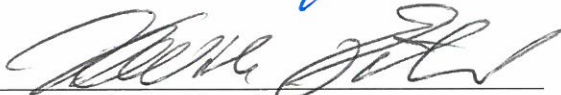
1,900

-18-

Date: December 12, 2018



City Manager: William B. Pattison Jr.



Controller: Javier Estrada



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Bank : wfb WELLS FARGO BANK

<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>
103817	12/13/2018	43728 ROSALES, RENE	Reimbursement	12/12/2018	2018 EMPLOYEE RECOGNITI	1,986.96	1,986.96
<b>Sub total for WELLS FARGO BANK:</b>							1,986.96

1 checks in this report.

Grand Total All Checks: 1,986.9

-20-

Date: December 13, 2018



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

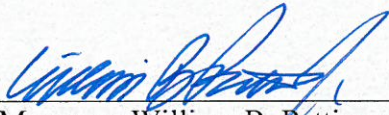
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103818	12/20/2018	53059	BURNS, ROBERT	Ref000201167	12/13/2018 UB Refund Cst #00049122	53.28	53.28
103819	12/20/2018	53061	EASTMAN, BILL	Ref000201169	12/13/2018 UB Refund Cst #00049762	44.97	44.97
103820	12/20/2018	53054	FLORES, MANUEL	Ref000201160	12/13/2018 UB Refund Cst #00018681	2.22	2.22
103821	12/20/2018	53058	HERNANDEZ, JOSHUA	Ref000201166	12/13/2018 UB Refund Cst #00048232	20.70	20.70
103822	12/20/2018	53060	LOPEZ, ANNA	Ref000201168	12/13/2018 UB Refund Cst #00049493	60.31	60.31
103823	12/20/2018	53056	MIRANDA, ANNELLIE	Ref000201162	12/13/2018 UB Refund Cst #00041113	152.67	152.67
103824	12/20/2018	53053	NUNEZ, MARIA ANA	Ref000201159	12/13/2018 UB Refund Cst #00004535	118.68	118.68
103825	12/20/2018	53057	PACHECO, IRENE	Ref000201163	12/13/2018 UB Refund Cst #00042101	58.85	58.85
103826	12/20/2018	53055	REYES, RUBY	Ref000201161	12/13/2018 UB Refund Cst #00037155	34.17	34.17
103827	12/20/2018	52939	SALCEDO, EDWARD	Ref000201164	12/13/2018 UB Refund Cst #00042222	28.05	28.05
103828	12/20/2018	52834	ZEPEDA, LUIS	Ref000201165	12/13/2018 UB Refund Cst #00044026	20.00	20.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>593.90</b>

11 checks in this report.

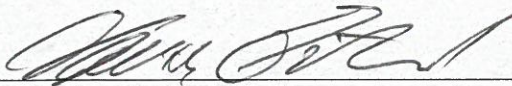
Grand Total All Checks: 593.9

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Date: December 20, 2018



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

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Bank : wfb WELLS FARGO BANK

<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>
103829	12/20/2018	53049 MORGAN, ISRAEL	Ref000200860	11/26/2018	CORRECTED REFUND FOR 1	112.50	112.50
<b>Sub total for WELLS FARGO BANK:</b>							112.50

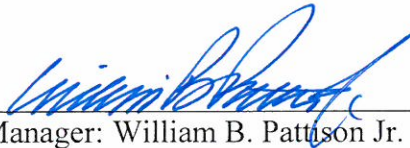
1 checks in this report.

Grand Total All Checks:

112.5

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Date: December 20, 2018



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	
103830	12/20/2018	51894	ALPHA MEDIA LLC	329531-1	9/30/2018	9/24-30 AD SPOT: TACOS, TE	640.00	
				329531-2	10/21/2018	10/1-7 AD SPOT: TACOS, TEC	1,920.00	2,560.00
103831	12/20/2018	01661	ANAYA'S TOWING SERVICE	5940	11/27/2018	11/27 TOWING: CALLE ROJO	80.00	80.00
103832	12/20/2018	47955	ARCADIS U.S., INC.	0942184	11/28/2018	PE11/25 COACHELLA LIBRAR	6,143.96	6,143.96
103833	12/20/2018	52968	ARIVITAS PARTNERS, LLC	18-005-03	11/30/2018	NOV2018 PLANNING SVCS	3,625.00	3,625.00
103834	12/20/2018	50334	ATHALYE CONSULTING ENGIN	INV-0003372602	11/20/2018	PE10/28 AVE50 BRIDGE-CV S	3,003.51	
				INV-0003372603	11/20/2018	PE10/28 SR-86/AVE50 INTERC	14,285.64	17,289.15
103835	12/20/2018	53052	AVIR, INC.	181204	12/4/2018	STRUCTURE WIRING @ PER	4,399.18	4,399.18
103836	12/20/2018	45929	BECK OIL, INC.	20760CL	11/30/2018	PE11/30 CODE ENF DEPT FUI	308.87	
				20773CL	11/30/2018	PE11/30 SANITARY DEPT FUE	838.69	
				20783CL	11/30/2018	PE11/30 BLDG MAINT DEPT F	174.79	
				19204CL	9/30/2018	PE9/30 ENG DEPT FUEL	104.39	
				20319CL	11/15/2018	PE11/15 ENG DEPT FUEL	175.43	
				20321CL	11/15/2018	PE11/15 LLMD DEPT FUEL	230.52	
				20325CL	11/15/2018	PE11/15 STREETS DEPT FUE	1,066.35	
				20327CL	11/15/2018	PE11/15 WATER DEPT FUEL	556.07	
				20332CL	11/15/2018	PE11/15 PARKS DEPT FUEL	1,319.72	
				20357CL	11/15/2018	PE11/15 VEHICLE MAINT DEP	123.02	
				20358CL	11/15/2018	PE11/15 SENIOR CNTR FUEL	317.74	
				20369CL	11/15/2018	PE11/15 CODE ENF DEPT FUI	455.53	
				20381CL	11/15/2018	PE11/15 SANITARY DEPT FUE	644.26	
				20389CL	11/15/2018	PE11/15 BLDG MAINT DEPT F	178.88	
				20390CL	11/15/2018	PE11/15 ADMIN DEPT FUEL	80.69	
				20434CL	11/15/2018	PE11/15 GRAFFITI DEPT FUE	408.50	
				20708CL	11/30/2018	PE11/30 ENG DEPT FUEL	271.34	
				20711CL	11/30/2018	PE11/30 LLMD DEPT FUEL	146.53	
				20715CL	11/30/2018	PE11/30 STREETS DEPT FUE	626.22	
				20717CL	11/30/2018	PE11/30 WATER DEPT FUEL	498.66	
				20722CL	11/30/2018	PE11/30 PARKS DEPT FUEL	698.07	
				20746CL	11/30/2018	PE11/30 VEHICLE MAINT DEP	78.90	
				20747CL	11/30/2018	PE11/30 SENIOR CNTR FUEL	377.24	
				20784CL	11/30/2018	PE11/30 ADMIN DEPT FUEL	77.82	
				20829CL	11/30/2018	PE11/30 GRAFFITI DEPT FUE	328.76	10,086.96

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103837	12/20/2018	02187	BENLO R.V. II	12359	12/3/2018	8GAL LP GAS	33.84
				12360	12/3/2018	LATCH SIDE RAILS	43.18
				12352	11/28/2018	SLEEVE & POCKET	60.47
				12357	12/1/2018	POCKET & STAKE	716.22
							853.71
103838	12/20/2018	43462	BEST BEST & KRIEGER, LLP	837865	12/2/2018	PE11/30, #80237.00231, G. TH	310.00
				837866	12/2/2018	PE11/30, #80237.00443, G. TH	837.50
				837867	12/2/2018	PE11/30, #80237.00444, CITY I	3,372.00
				837868	12/2/2018	PE11/30, #80237.00819, CODE	1,240.00
				837869	12/2/2018	PE11/30, #80237.00820, ENVIF	4,770.25
				837870	12/2/2018	PE11/30, #80237.00840, CANN	1,140.00
				837871	12/2/2018	PE11/30, #80237.00844, CHRC	18,817.50
				837873	12/2/2018	PE11/30, #80237.00846, CEPH	2,770.20
				837875	12/2/2018	PE11/30, #80237.00852, CESA	1,017.50
				837876	12/2/2018	PE11/30, #80237.00853, DESE	1,421.10
				837878	12/2/2018	PE11/30, #80237.00859, LAMB	270.00
				837872	12/2/2018	PE11/30, #80237.03000, AV50	1,937.40
				837874	12/2/2018	PE11/30, #80237.03002, AV50	486.15
				837877	12/2/2018	PE11/30, #80237.03003, AV50	240.30
				837879	12/2/2018	PE11/30, #80237.03004, AV50	670.45
				837864	12/2/2018	PE11/30, #80237, GENERAL R	30,526.04
							69,826.39
103839	12/20/2018	49486	BRC CONSTRUCTION	2018411	11/29/2018	INSTLL'D CANE BOLTS & LAT	445.00
				2018412	11/29/2018	REALIGNED GATE/STRIKE PC	785.00
							1,230.00
103840	12/20/2018	43862	BRENNTAG PACIFIC, INC	BPI897606	11/20/2018	SODIUM HYPOCHLORITE	3,204.04
103841	12/20/2018	52723	BRIGHT EVENT RENTALS, LL	454042	10/17/2018	10/11-12 STANCHION+CARPE	528.14
				456585	10/25/2018	10/23-24 CHAIR+LINEN+TENT	5,823.24
							6,351.38
103842	12/20/2018	43856	CARQUEST AUTO PARTS	7339-716206	11/19/2018	BATTERIES	638.98
				7339-716323	11/20/2018	BATTERIES	-94.82
							544.16
103843	12/20/2018	53038	CDS OFFICE INTERIORS LLC	103	11/6/2018	CRTDG, PAPER, ENVELOPE,	2,007.71
103844	12/20/2018	02048	CDW GOVERNMENT, INC.	PXM1852	11/8/2018	TRIPP 6FT HDMI TO VGA ADF	105.19
				PXT2937	11/9/2018	STARTECH HDMI & USB EXTI	225.16
				PWQ9449	11/6/2018	APC BACK-UPS PRO BR 1500	479.14
							809.49
103845	12/20/2018	43470	CERTIFIED LABORATORIES	3353054	11/26/2018	FREE AEROSOL	257.11
103846	12/20/2018	07950	CITY OF COACHELLA	Oct 2018-LLD's	10/31/2018	OCT2018 WATER- LLD'S	10,133.36
				Oct 2018	10/31/2018	OCT2018 WATER- ST, PARKS	22,854.83
							32,988.19



Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103847	12/20/2018	44725	CLEANSTREET	92479	11/30/2018	11/2 SPECIAL SWEEP SVC	901.90	
				92480	11/30/2018	11/15 SPECIAL SWEEP SVC	536.50	1,438.40
103848	12/20/2018	44959	COMPUTER CONSULTANTS,	128127	11/23/2018	INSTLL'D NETWORK CABLING	4,770.77	4,770.77
103849	12/20/2018	01924	CONSOLIDATED ELECTRICAL	3298-406735	11/28/2018	27W LED RETROFIT LAMP	53.58	53.58
103850	12/20/2018	11800	COUNTY OF RIVERSIDE ANIMAN	0000001500	12/11/2018	NOV2018 ANML SHLTR+FIELD	20,424.10	20,424.10
103851	12/20/2018	50638	CRIDER PUBLIC RELATIONS,	Nov2018	12/3/2018	NOV2018 MEDIA CONSULTING	712.50	712.50
103852	12/20/2018	49858	CV PIPELINE CORP.	S1946	12/7/2018	12/7-9 EMERGENCY ON CALL	250.00	
				S1945	11/28/2018	11/22-25 EMERGENCY ON CA	500.00	750.00
103853	12/20/2018	48603	CV STRATEGIES	4601	7/5/2018	CONSUMER CONFIDENTIAL I	10,876.07	
				4767	11/9/2018	OCT2018 PBLIC RLTN SVCS:	1,938.75	12,814.82
103854	12/20/2018	09950	CVWD	Nov 2018	12/1/2018	CN 332543, NOV2018 WELL R	34,280.40	34,280.40
103855	12/20/2018	02115	CWEA-TCP	BB-1/31/19	11/7/2018	1/31 CERT RNWL CSM1: B. BI	87.00	87.00
103856	12/20/2018	42500	DEKRA-LITE	ARINV006046	10/29/2018	SMD LED C9 FACETED BULB,	4,919.47	
				ARINV006080	10/29/2018	WARM WHITE LED MINI LIGH	1,382.35	
				ARINV006639	11/26/2018	6' CLASSIC WREATH, ETC	4,981.07	
				ARINV006775	11/26/2018	SMD LED C9 FACETED BULB,	2,446.67	13,729.56
103857	12/20/2018	52970	DESERT POOL SPECIALISTS,	13237	12/3/2018	DEC2018 FOUNTAIN SVCS	325.00	325.00
103858	12/20/2018	42442	DIRECTV	35361789289	11/3/2018	NOV2018 OFFICE CHOICE+AI	359.27	359.27
103859	12/20/2018	14860	E. K. WOOD LUMBER COMPAI	474658	11/15/2018	NYL ROPE	89.00	
				475100	12/3/2018	ENAMEL, GRY PRIMER, CARF	48.43	137.43
103860	12/20/2018	51944	EFAX CORPORATE	1165108	11/30/2018	NOV2018 FAX SERVICES	162.70	162.70
103861	12/20/2018	44713	FARMER BROTHERS CO.	68605641	11/27/2018	COFFEE	103.26	
				68645203	12/11/2018	CREAMERS & COFFEE	170.33	273.59
103862	12/20/2018	02086	FARWEST HYDRAULICS	18579	11/28/2018	PRESS WORK	25.00	25.00
103863	12/20/2018	15750	FEDEX	6-343-16643	10/19/2018	10/15 FEDEX	75.26	
				1-761-03960	12/3/2018	11/27 FEDEX	27.83	
				6-370-96416	11/16/2018	11/8+13 FEDEX'S	17.95	
				6-378-21743	11/23/2018	11/15 FEDEX	6.51	127.55
103864	12/20/2018	51604	FRONTIER	3982369-NV18	11/25/2018	760/398-2369, 11/25/18	65.60	
				3983051-DC18	12/1/2018	760/398-3051, 12/1/18	60.81	
				BD 11/16/18	11/16/2018	ACC 209-188-4039-091192-5,	169.64	
				3915011-NV18	11/15/2018	760/391-5011, 11/15/18	148.25	444.30

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103865	12/20/2018	43672	FULTON DISTRIBUTING COM	459311	12/3/2018	NITRILE GLOVES	108.73
				458204	11/20/2018	BOTTLED WATER	459.30
				459440	12/4/2018	TOWEL ROLL, FLOOR CLEAN	780.13
				459441	12/4/2018	COG DISINFECTANT	227.15
				459310	12/3/2018	NITRILE GLOVES	108.73
							1,684.04
103866	12/20/2018	51494	GARDA CL WEST, INC.	10447625	12/1/2018	DEC2018 ARMORED TRANSP	607.73
				10447637	12/1/2018	DEC2018 CASHLINK MAINTEN	735.98
							1,343.71
103867	12/20/2018	49100	GOLDMAN, RONALD A.	Oct 2018	10/31/2018	OCT2018 SVCS: DESERT RO	9,288.90
103868	12/20/2018	18050	GOVERNMENT FINANCE OFF	2019 Rnwl	12/4/2018	2/1/19-20 MBRSHP: WILLIAM I	250.00
							250.00
103869	12/20/2018	00207	GRAINGER INC	9898310470	9/6/2018	DEGREASER	544.97
							544.97
103870	12/20/2018	51892	HERC RENTALS, INC.	30380984-001	10/26/2018	10/20-21 CART UTV & LIGHT	1,167.54
				30396676-001	11/29/2018	11/2-3 SCISSOR LIFT RNTL	424.65
				30400495-004	11/26/2018	11/3-4 LIGHT TOWER RNTL	94.24
				30400495-005	11/27/2018	11/3-4 LIGHT TOWER RNTLS	2,421.64
				30430967-001	11/20/2018	HARNESS/LAN	239.25
							4,347.32
103871	12/20/2018	00996	HOME DEPOT	0010737	12/4/2018	SLIDE BOLT, 3/8" HEX NUT, E	59.94
				0024535	12/4/2018	SCISSORS, LG HOOK W/ ADH	439.15
				1010624	12/3/2018	POPLAR BOARD	213.21
				6010017	11/28/2018	1GAL GAS CAN, SAFETY BAR	485.37
				8015337	11/26/2018	HEX BOLT	3.35
				6021198	11/28/2018	50' GRN T-TAP LNDSCP CORI	349.03
				8062336	12/6/2018	MED HOOKS W/ ADHESIVE	38.68
				5010142	11/29/2018	6' FG STEP, SHOP TOWELS, I	197.04
							1,785.77
103872	12/20/2018	20450	IMPERIAL IRRIGATION DISTRI	50035755-NV18	11/28/2018	AC50035755, 10/25-11/26, PUM	48.62
				50387122-OT18	11/4/2018	AC50387122, 10/2-29, SEWER	22,810.77
				50408460-NV18	11/28/2018	AC50408460, 10/25-11/26, WE	8,405.79
				50434217-NV18	11/28/2018	AC50434217, 10/25-11/26	50.91
				50459795-NV18	11/28/2018	AC50459795, 10/25-11/26	38.43
				50459796-NV18	11/28/2018	AC50459796, 10/25-11/26	83.80
				50459819-NV18	11/28/2018	AC50459819, 10/25-11/26	16.88
				50522793-NV18	11/29/2018	AC50522793, 10/26-11/28, SC/	14.60
				MdOT-MdNV	11/13/2018	MID OCTOBER-MID NOVEMB	40,223.80
							71,693.60

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103873	12/20/2018	45108	IMPERIAL SPRINKLER SUPPL	3561058-00	11/20/2018	1GAL POLY SPRAYER	27.17	
				3563036-00	11/21/2018	CHEM ROUNDUP PRO MAX	69.70	
				3565161-00	11/27/2018	FERTYARA TURF ROYAL	912.59	
				3566177-00	11/27/2018	HUNTER ULTRA 1" POP-UP AI	204.45	
				3549941-00	11/15/2018	6" ROUND VALVE BOX & 10" C	35.03	
				3557431-00	11/16/2018	HUNTER ULTRA 6" POP-UP &	291.43	
				3557761-00	11/16/2018	SLIP FIX, COUPLING SCH40 F	80.35	1,620.72
103874	12/20/2018	51600	IRC, INC.	2018110053	11/1/2018	11/1-12/1 PRE-EMPLOYMENT	298.35	298.35
103875	12/20/2018	47328	KONICA MINOLTA	32767511	12/2/2018	ACC 061-0042081-000, DEC20	67.43	
				32723692	11/22/2018	BIZHUB C454+951+C364, NO	783.00	
				32731965	11/25/2018	BIZHUB C454E, CITY HALL, N	212.07	
				32756283	11/30/2018	BIZHUB C360, CORP YARD, N	109.84	
				32756284	11/30/2018	BIZHUB 501, WATER DEPT, N	163.44	1,335.78
103876	12/20/2018	44047	KONICA MINOLTA BUSINESS	9005138564	11/13/2018	BIZHUB C454E, CITY HALL, 10	187.31	
				9005153884	11/19/2018	BIZHUB C360, CITY HALL, 10/	105.01	
				9005157956	11/20/2018	BIZHUB C360, CITY HALL, 11/	34.05	
				9005177164	11/27/2018	BIZHUB C364+C454+PRO 951	889.82	
				9005191204	11/30/2018	BIZHUB C360, CORP YARD, N	320.54	
				9005163488	11/22/2018	BIZHUB 282, FIRE DEPT, 10/2	2.92	1,539.65
103877	12/20/2018	48595	LANDES, LUCRECIA	Dec 2018	12/1/2018	DEC2018 ESL CLASS	270.00	270.00
103878	12/20/2018	44160	LEWIS BRISBOIS BISGAARD	2234043	11/30/2018	PE10/31, #41691-2, MORALES	8,963.11	8,963.11
103879	12/20/2018	50501	LIVESCAN MGMT GROUP, INC	10182018COC	10/18/2018	BANNER: TACOS, TEQUILA &	81.56	
				12072018COC	12/7/2018	BANNER & MAGNETS: XMAS	735.13	816.69
103880	12/20/2018	24600	LOPES HARDWARE	007832	11/28/2018	PLIERS, DUCT TAPE, SPRAY I	245.23	
				007848	11/29/2018	GLUE, TAGS, DUST MASK, BF	104.41	
				007983	11/21/2018	LOCKS, SPRAY PAINT, PADLC	281.59	631.23
103881	12/20/2018	02162	LOWE'S COMPANIES, INC.	27054	12/3/2018	POPLAR BOARD	312.65	
				27177	11/29/2018	POPLAR BOARD, WHIZZ 4PC	452.17	
				27178	11/29/2018	POPLAR BOARD	148.23	913.01
103882	12/20/2018	49857	MANPOWER US INC.	33381900	11/25/2018	WE 11/25: CANCINO+VALENZ	1,041.60	
				33405530	12/2/2018	WE 12/2: CANCINO+GARCIA+	1,920.37	
				33405910	12/2/2018	WE 12/2: DURAN	669.60	
				33382046	11/25/2018	WE 11/25: DURAN	372.00	4,003.57
103883	12/20/2018	48220	MARTINEZ, MARITZA	Reimbursement	12/10/2018	12/7 XMAS PARADE DIGITAL	1,569.39	1,569.39
103884	12/20/2018	45343	MCMaster-CARR SUPPLY C	80901375	12/5/2018	LONG NOSE PLIERS & BENT	115.65	115.65

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103885	12/20/2018	51445	MEDIWASTE DISPOSAL 0000063701	12/1/2018	DEC2018 BIOHAZARD WASTE	61.00	61.0
103886	12/20/2018	25900	MEREDITH & SIMPSON CONS181148	11/21/2018	RPLC'D LAMP FIXTURES	292.10	292.1
103887	12/20/2018	51539	MICHAEL BAKER INTERNATIC1021476	8/1/2018	PE7/29 COACHELLA DVLPMN	142.00	
			1029286	10/19/2018	PE9/30 COACHELLA DVLPMN	284.00	
			1031843	11/15/2018	PE10/28 PUEBLO VIEJO IMPL	15,850.43	16,276.43
103888	12/20/2018	00101	MUNISERVICES/GRS INV06-004423	11/30/2018	CAFR REPORT	2,250.00	
			INV06-004626	12/11/2018	OCT-DEC2018 SVCS: UTILITY	4,307.57	6,557.57
103889	12/20/2018	44714	NV5, INC. 94763	7/19/2018	PE6/30 AVE50/HRSN TO 86 S	385.00	
			96980	8/14/2018	PE7/28 AVE50/HRSN TO 86 S	325.00	
			94750	7/19/2018	PE6/30 AVE48 WIDENING, ST	65.00	775.00
103890	12/20/2018	53050	OCHOA, JOSE Refund	12/6/2018	DEPOSIT REIMB- FIELD USE	200.00	200.00
103891	12/20/2018	43970	ORAWAY ENGINEERING, INC m140	11/26/2018	RPR'D FIBER GLASS FLOOR	4,200.00	4,200.00
103892	12/20/2018	47192	O'REILLY AUTO PARTS 2855-464548	11/14/2018	OIL FILTER & BLUE DEF	24.15	
			2855-464856	11/15/2018	ALTERNATOR	109.75	
			2855-465957	11/19/2018	KEYLESS	6.51	
			2855-466348	11/21/2018	SHOP TOWELS & 14OZ BRAK	40.53	
			2855-466357	11/21/2018	TAIL LAMP	60.55	
			2855-466390	11/21/2018	STAT HOUSING	57.77	
			2855-468041	11/27/2018	HD SOLENOID	23.02	
			2855-468044	11/27/2018	IGN LOCK CYL & STARTER	183.41	
			2855-468209	11/28/2018	FUEL FILTER KIT & FUEL FILT	51.63	
			2855-468213	11/28/2018	GLOW PLUG	36.19	
			2855-469667	12/4/2018	OIL & AIR FILTERS	56.77	
			2855-468441	11/29/2018	ALTERNATOR	134.62	
			2855-468474	11/29/2018	WIPER BLADES	46.85	831.75
103893	12/20/2018	50595	PACIFIC LIGHTWAVE INC 18-3644	11/28/2018	JAN-MAR2019 BUSINESS INT	2,397.00	2,397.00
103894	12/20/2018	49989	PAUL ASSOCIATES 83420	12/3/2018	BUSINESS CARDS: R. ROSAL	78.07	
			83414	12/5/2018	GARAGE SALE SIGNS	1,649.99	1,728.06
103895	12/20/2018	09800	PERMA WC 2018-19/3	12/3/2018	2018-19 WORKERS' COMP DE	91,972.75	91,972.75
103896	12/20/2018	02028	PETE'S ROAD SERVICE, INC. 285316-00	12/3/2018	FLAT REPAIR	23.07	23.07
103897	12/20/2018	52871	PETROCHEM MATERIALS 1566	11/21/2018	PE11/11 STREET R.E.A.S. REI	575,023.06	575,023.06
103898	12/20/2018	01395	PJ'S DESERT TROPHIES & GII21346	12/3/2018	WALNUT PLAQUES W/ ENGR	549.74	549.74
103899	12/20/2018	52389	POWER SECURITY GROUP IN3323	11/30/2018	NOV2018 PATROL SVCS	4,900.00	
			3324	11/30/2018	NOV2018 SECURITY GRD SV	3,740.00	8,640.00
103900	12/20/2018	39250	PRAXAIR DISTRIBUTION, INC.86229255	11/21/2018	10/20-11/20 IND HIGH PRESSI	30.85	30.85

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103901	12/20/2018	42759	PROPER SOLUTIONS, INC. 8832	11/30/2018	WE 11/30: L. SERVIN	660.00	660.00
103902	12/20/2018	48977	PROTECTION 1/ADT 125811661	11/13/2018	LABOR CHRG @ CORP YARD	56.25	56.25
103903	12/20/2018	52082	PROWEST PCM, INC. 14-GMP3	11/1/2018	PE11/1 CNSTRCTN- COACHE	430.00	
			03	11/30/2018	PE11/30 PRE-CNSTRCTN- CC	22,500.00	22,930.00
103904	12/20/2018	52306	QUINN COMPANY 08156001	11/29/2018	11/16-23 BACKHOE RNTL	1,616.96	1,616.96
103905	12/20/2018	48907	RANCHO COACHELLA PROPE18/19	11/5/2018	COMMON AREA MAINT: APN	197.77	197.77
103906	12/20/2018	42443	RDO EQUIPMENT CO. P19527	11/29/2018	FILTERS	52.04	52.04
103907	12/20/2018	51869	REIGN INDUSTRIES INC. RI 1804 CSD	11/20/2018	CPU MAIN CONTROLLER, INF	4,795.88	
			RI 1805 CSD	11/20/2018	RPRGM, TEST & RPLC'D PLC	2,400.00	7,195.88
103908	12/20/2018	47658	RUIZVA L. PEST CONTROL 079	11/26/2018	NOV2018 SVCS: FIRE STATIO	65.00	65.00
103909	12/20/2018	32950	SAFETY-KLEEN SYSTEMS, IN78323922	11/27/2018	SVC ON MODEL 90 W/ 2387 &	347.12	347.12
103910	12/20/2018	01830	SAM'S FENCE INC. 17272	11/27/2018	CHAIN LINK MESH	81.46	81.46
103911	12/20/2018	50827	SDC SOUND COMPANY 81628	10/9/2018	10/24 PA SYSTEM: SENIOR CI	350.00	350.00
103912	12/20/2018	52924	SIEMENS MOBILITY, INC. 5620019554	11/27/2018	RPLC'D TYPE III SVC @ CESA	4,576.50	4,576.50
103913	12/20/2018	52503	SILVA, CARLOS Dec 2018	12/1/2018	DEC2018 CERAMIC CLASS	160.00	160.00
103914	12/20/2018	35000	SMART & FINAL 051658	11/19/2018	TBLCVRS, NAPKINS, FOAM C	294.27	
			055867	12/4/2018	NAPKINS, FOAM CUPS, POLY	202.72	
			056189	12/5/2018	MINI CANES, ETC	78.09	575.08
103915	12/20/2018	35450	SOCALGAS 1377 6th-NV18	11/27/2018	AC 012 623 3701 5, 10/23-11/2	53.90	
			1515 6th-NV18	11/27/2018	AC 031 523 3700 6, 10/23-11/2	32.51	
			1540 7th-NV18	11/27/2018	AC 008 423 3900 4, 10/23-11/2	55.47	
			84626Bag-NV18	11/27/2018	AC 153 323 6215 9, 10/23-11/2	15.29	
			87075Av54-NV1	11/27/2018	AC 123 573 5834 5, 10/23-11/2	36.35	
			BagPool-NV18	11/27/2018	AC 069 323 6500 7, 10/23-11/2	15.29	208.81
103916	12/20/2018	51139	SOUTHERN COMPUTER WARIN-000539183	11/6/2018	MICROSOFT SURFACE BOOK	3,049.45	
			IN-000539225	11/6/2018	STATE OF CA EWASTE FEE	5.00	
			IN-000539470	11/7/2018	RACKMOUNT LCD CONSOLE	606.83	
			IN-000540324	11/12/2018	CANON IMAGE FORMULA DR	971.69	4,632.97
103917	12/20/2018	47319	SPARKLETTS 9467308 112418	11/24/2018	SANITARY DEPT: NOV2018 W	137.66	137.66

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103918	12/20/2018	52595	STAPLES BUSINESS CREDIT	7205339333-0-2	11/6/2018	MARS MIXED MINIS	23.69
				7206045620-0-1	10/13/2018	HP 63XL HYBLK/63 TRI-CLR, F	132.27
				7207582384-0-1	11/5/2018	LG BINDER CLIPS, POST-IT, F	64.37
				7207035013-0-2	11/2/2018	TREATS BOWL W/ LID	10.86
				7208599185-0-1	11/21/2018	PENDEL ENERGEL, PUFFS PI	122.61
				7208657780-0-1	11/26/2018	HP 940XL BLK/940 CLR INK, E	180.50
				7207582384-0-2	11/14/2018	10OZ DISPSBLE DUSTER	12.28
				7208083823-0-1	11/13/2018	HP 63XL HYBLK/63 TRI-CLR	130.48
				7208308168-0-1	11/16/2018	BPA FREE THERMA & EPSON	258.56
				7208890728-0-1	11/29/2018	RED LTR CLASSIFICATION FL	246.93
				7208890728-0-2	11/28/2018	FILE PORTFOLIO W/ ELASTIC	54.91
				7208991516-0-1	11/29/2018	HP 62XL HY TRI-COLOR INK (	264.20
				7208991944-0-1	11/29/2018	HP 63XL HYBLK/63 TRI-CLR, F	195.16
				7208991944-0-2	11/29/2018	GW FILE PKT	22.28
							1,719.10
-32- 103919	12/20/2018	36300	SWRCB FEES	WD-0138103	11/27/2018	#7A330104021, FY18/19 WDR	16,347.00
				WD-0143285	11/27/2018	#7A330104012, FY18/19 NPDE	11,894.00
				WD-0140530	11/27/2018	#7A330104032, FY18/19 WDR	16,347.00
							44,588.00
103920	12/20/2018	42289	TIME WARNER CABLE	0200044112718	11/27/2018	51521 DOUMA ST, 11/7-1/6	309.98
				0008595111718	11/17/2018	84626 BAGDAD AVE, DEC2018	13.31
				0213187111118	11/11/2018	1515 6TH ST-FIBER, 11/20-12/	877.30
				0220596120118	12/1/2018	1540 7TH ST-HSD, 12/10-1/9	59.99
				0268983111818	11/18/2018	1517 6TH ST, 11/28-12/27	14.16
							1,274.74
103921	12/20/2018	38250	TOPS N BARRICADES	1070933	10/22/2018	10/16-21 CHNGBLE MSG SIGN	1,710.00
				1070935	10/22/2018	BLUE PAINT, TEMP NO PRKN	324.56
				1070971	10/23/2018	10/18-22 PEDESTRIAN BARRI	635.00
				1071590	11/21/2018	DRIVE RIVET ALUM & STEEL	565.50
				1071666	11/28/2018	WHITE PAINT	392.04
							3,627.10
103922	12/20/2018	50590	TOUCHTONE COMMUNICATIC	316064	12/1/2018	AC 1100006871, DEC2018	3.44
							3.44
103923	12/20/2018	52204	TPX COMMUNICATIONS	110163534-0	11/16/2018	AC33325, 11/16-12/15	3,047.42
							3,047.42
103924	12/20/2018	50229	URBAN HABITAT ENVIRONME	3465	2/13/2018	DIST 13: RPR'D IRRGTN	193.67
				3903	12/1/2018	DEC2018 LANDSCAPE MAINT	47,504.41
				6001	10/30/2018	DIST 16: RPR'D IRRGTN	509.28
				6002	10/31/2018	DIST 28: RPR'D IRRGTN & RM	1,234.97
							49,442.33
103925	12/20/2018	45925	USA SHADE & FABRIC STRUC	1315611	11/26/2018	INSTLL'D SHADE STRUCTUR	5,783.59
							5,783.59
103926	12/20/2018	39640	VALLEY LOCK & SAFE	151085	11/27/2018	PRGM/INSTALL LOCKS @ BG	895.00
							895.00

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103927	12/20/2018	51665	VALLEY REPROGRAPHICS LL22213	11/6/2018	BOOKLETS: AVE 48 WIDENIN	158.16	158.16
103928	12/20/2018	44966	VERIZON WIRELESS	9817487223	11/1/2018 AC371867190-00002, 10/2-11/	291.06	
			9818905125	11/22/2018	AC571164685-00001, 10/23-11.	45.45	336.51
103929	12/20/2018	42495	WATER ENVIRONMENT FEDE2019 Rnwl	12/12/2018	MBRSHP RNWL #17657889: B	140.00	140.00
103930	12/20/2018	49778	WEST COAST ARBORIST, INC143024	11/30/2018	PE11/30 TREE MAINT @ PAR	4,770.00	
			143008	11/30/2018	PE11/30 TREE MAINT @ STRI	848.00	5,618.00
103931	12/20/2018	53051	WESTERN DESIGN LLC 2024	12/5/2018	50L LED WIDE ANGLE WARM	1,185.78	1,185.78
103932	12/20/2018	51697	WESTERN WATER WORKS SI55097-00	11/19/2018	SWIVEL ADAPTER, SS BOLT \	198.90	198.90
103933	12/20/2018	48971	XPRESS GRAPHICS & PRINTII18-27162	10/31/2018	NEWSLETTER+MAILING LIST	6,514.28	6,514.28
<b>Sub total for WELLS FARGO BANK:</b>							1,244,122.16

104 checks in this report.

Grand Total All Checks: 1,244,122.1

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Date: December 20, 2018



City Manager: William B. Pattison Jr.



Controller: Javier Estrada



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Bank : wfb WELLS FARGO BANK

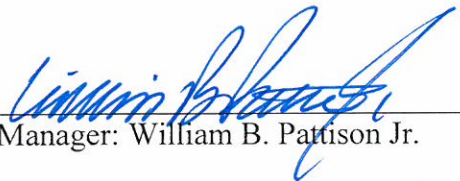
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
103934	12/18/2018	50334	ATHALYE CONSULTING ENGIN	INV-SEP333545	10/24/2018	PE9/30 SR-86/AVE50 INTERCI	19,250.39
			INV-0003361677	10/24/2018	PE9/30 AVE50 BRIDGE-CV ST	7,548.01	26,798.40
<b>Sub total for WELLS FARGO BANK:</b>							26,798.40

1 checks in this report.

Grand Total All Checks: 26,798.4

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Date: December 18, 2018

  
\_\_\_\_\_  
City Manager: William B. Pattison Jr.

  
\_\_\_\_\_  
Controller: Javier Estrada

Bank : wfb WELLS FARGO BANK

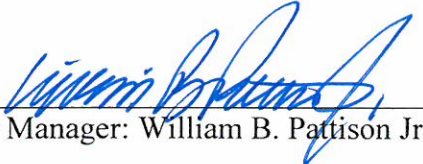
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
103935	1/9/2019	53067	AROZ, FRANK EDWARD	Ref000201282	1/8/2019	UB Refund Cst #00046957	93.24	93.24
103936	1/9/2019	53076	CARMONA, MARIA	Ref000201291	1/8/2019	UB Refund Cst #00049854	78.49	78.49
103937	1/9/2019	53074	DAUT, KENNETH	Ref000201289	1/8/2019	UB Refund Cst #00049848	75.00	75.00
103938	1/9/2019	53065	FELIX, ELIDA	Ref000201279	1/8/2019	UB Refund Cst #00038869	71.83	71.83
103939	1/9/2019	52938	GARCIA, JESUS	Ref000201281	1/8/2019	UB Refund Cst #00042120	27.25	27.25
103940	1/9/2019	53072	GONZALEZ, MARTHA	Ref000201287	1/8/2019	UB Refund Cst #00049615	71.55	71.55
103941	1/9/2019	53068	GUILLEN-SANDOVAL, REY	Ref000201283	1/8/2019	UB Refund Cst #00048591	60.43	60.43
103942	1/9/2019	53063	GUTIERREZ, FIDENCIO	Ref000201277	1/8/2019	UB Refund Cst #00036819	88.60	88.60
103943	1/9/2019	53070	LAM, LEONARD	Ref000201285	1/8/2019	UB Refund Cst #00049386	58.02	58.02
103944	1/9/2019	53066	LOPEZ, DANIEL	Ref000201280	1/8/2019	UB Refund Cst #00041327	30.15	30.15
103945	1/9/2019	53071	ORMAN, MARK	Ref000201286	1/8/2019	UB Refund Cst #00049486	91.51	91.51
103946	1/9/2019	53069	PEREZ, WILDER	Ref000201284	1/8/2019	UB Refund Cst #00049032	78.17	78.17
103947	1/9/2019	53064	SALAZAR, RAQUEL	Ref000201278	1/8/2019	UB Refund Cst #00038296	64.43	64.43
103948	1/9/2019	53073	T&T MARKETING CONCEPTS	Ref000201288	1/8/2019	UB Refund Cst #00049768	80.39	80.39
103949	1/9/2019	53075	URIBE, ELIASER	Ref000201290	1/8/2019	UB Refund Cst #00049850	31.74	31.74
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,000.80</b>	

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15 checks in this report.

Grand Total All Checks: 1,000.

Date: January 9, 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
103950	1/9/2019	52366	ALTA LANGUAGE SERVICES, IIS410211	11/30/2018	NOV SVCS: BILINGUAL ASSE:	50.00	50.00
103951	1/9/2019	01436	AMERICAN FORENSIC NURSE71388	9/30/2018	SEP2018 BLOOD DRAWS+DR	220.00	
			71531	11/15/2018	NOV2018 BLOOD DRAWS	110.00	
			71573	11/30/2018	NOV-DEC2018 BLOOD DRAW	110.00	
			71486	10/31/2018	OCT2018 BLOOD DRAWS	80.00	520.00
103952	1/9/2019	42251	ARCOS, MARIA	Ck 1/9/2019	12/20/2018 VOUCHER 61, 10/19-12/10	277.78	
				12/20 Reimb	12/20/2018 REIMBURSEMENT FOR SENI	239.25	517.03
103953	1/9/2019	50334	ATHALYE CONSULTING ENGIN	INV-0003361677	10/24/2018 PE9/30 AVE50 BRIDGE-CV ST	7,548.01	7,548.01
103954	1/9/2019	45929	BECK OIL, INC.	21224CL	12/15/2018 PE12/15 GRAFFITI DEPT FUE	212.03	
				21604CL	12/31/2018 PE12/31 GRAFFITI DEPT FUE	205.81	417.84
103955	1/9/2019	00836	BIO-TOX LABORATORIES	36701	11/14/2018 LAB SERVICES: 10/5+19, 11/2	517.00	
				36700	11/14/2018 LAB SERVICE: 10/5	43.00	560.00
103956	1/9/2019	48224	BLACKBURN, BERLINDA	Trvl Exp 2/10-13	12/11/2018 TRVL EXP 2/10-13, P3S CONF	159.96	159.96
103957	1/9/2019	44212	BMC SOFTWARE, INC	1322638	12/11/2018 2/28/19-2020 TRACK-IT SUPP	237.72	237.72
103958	1/9/2019	53038	CDS OFFICE INTERIORS LLC	195	12/13/2018 SPECIAL ORDER STAMP	81.55	81.55
103959	1/9/2019	02048	CDW GOVERNMENT, INC.	QKM8011	12/17/2018 HP LASERJET ENTERPRISE P	1,049.52	
				QKV9761	12/18/2018 MSH SCULPT ERGO DT KB M	683.66	
				QKV5434	12/18/2018 VIEWSONIC 24IN, TRIPP 6FT	477.88	
				QGL7719	12/5/2018 TRIPP 1-PORT USB WALL TR'	145.05	2,356.11
103960	1/9/2019	02327	CINTAS CORPORATION #150	698445914	12/3/2018 12/3 MAT MAINTENANCE	90.99	90.99
103961	1/9/2019	01072	CLASSIC AUTO TRANSPORT	54159	11/18/2018 11/18 TOWING: 2ND/VINE AVE	170.00	
				54212	11/22/2018 11/22 TOWING: AVE 52/DOUM	170.00	
				54331	12/5/2018 12/5 LOCK OUT SVC	170.00	510.00
103962	1/9/2019	44959	COMPUTER CONSULTANTS, I	28289	1/1/2019 DATA SVCS FOR BIENNIAL B	3,300.00	
				28278	12/21/2018 DATA CABLING & AP INSTALL	1,291.20	
				28173	12/15/2018 DEC2018 SVC CALLS	891.00	5,482.20
103963	1/9/2019	00749	COUNTY OF RIVERSIDE	SH0000034182	11/27/2018 10/11-11/7 LAW ENFORCEMEI	638,523.20	638,523.20
103964	1/9/2019	09650	CVAG	CV 19076-18	12/17/2018 1ST QTR- FY18/19 (JL-SP) AB	11,099.79	
				Nov2018	12/12/2018 NOV2018 TUMF FEES	932.00	12,031.7
103965	1/9/2019	02115	CWEA-TCP	Reg 2/11-13	12/11/2018 REG 2/11-13, P3S CONF:MTR'	377.00	377.0
103966	1/9/2019	49806	DATA TICKET INC.	95337	12/12/2018 NOV2018 CODE ENF CITATIO	239.55	239.5
103967	1/9/2019	12870	DEPARTMENT OF JUSTICE	346817	12/11/2018 AUG/SEP2018 BLOOD ALCOH	140.00	
				346728	12/11/2018 NOV2018 BLOOD ALCOHOL A	105.00	
				344047	12/5/2018 NOV2018 FINGERPRINTS	98.00	343.0

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
103968	1/9/2019	47952	DESERT LIVE SCAN	6156	11/30/2018 NOV2018 EMPLOYEE FINGE	25.00	25.00
103969	1/9/2019	49630	DORIS PEREZ INTERPRETING	102391	12/12/2018 12/12 INTERPRETING SVCS: C	650.00	
				102392	12/12/2018 12/12 INTERPRETING SVCS: C	650.00	
				101269	10/10/2018 10/10 INTERPRETING SVCS: C	350.00	
				101336	11/14/2018 11/14 INTERPRETING SVCS: C	350.00	
				102411	12/5/2018 12/5 INTERPRETING SVCS: C	350.00	2,350.00
103970	1/9/2019	49635	EISENHOWER MEDICAL CEN	Nov Svcs	12/13/2018 AC #700000133, CASE #Y1832	1,200.00	
				Oct Svcs	11/9/2018 AC #700000133, CASE #Y1830	1,200.00	2,400.00
103971	1/9/2019	52645	ESTRADA, JAVIER	Mlge 11/29	1/8/2019 MLGE 11/29, GVRNMNT TAX S	124.26	124.26
103972	1/9/2019	15750	FEDEX	6-414-03602	12/28/2018 12/21 FEDEX	17.79	
				6-399-50517	12/14/2018 12/7 FEDEX	6.85	24.64
103973	1/9/2019	51604	FRONTIER	BD 12/16/18	12/16/2018 ACC 209-188-4039-091192-5, 1	170.71	
				3915011-DC18	12/15/2018 760/391-5011, 12/15/18	140.77	
				3982369-DC18	12/25/2018 760/398-2369, 12/25/18	65.60	377.08
103974	1/9/2019	51494	GARDA CL WEST, INC.	20340844	11/30/2018 11/20 EXCESS LIABILITY	603.69	
				20340854	11/30/2018 11/27+29 EXCESS LIABILITY	412.00	1,015.69
103975	1/9/2019	47328	KONICA MINOLTA	32853082	12/23/2018 BIZHUB C454+951+C364, DEC	783.00	
				32867832	12/26/2018 BIZHUB C454E, CITY HALL, D	212.07	995.07
103976	1/9/2019	44047	KONICA MINOLTA BUSINESS	9005268747	12/27/2018 BIZHUB C364+C454+PRO 951	863.87	
				9005227387	12/13/2018 BIZHUB C454E, CITY HALL, 11	278.58	
				9005248636	12/20/2018 BIZHUB C360, CITY HALL, 12/	34.05	
				9005264877	12/26/2018 BIZHUB 282, FIRE DEPT, 11/2	8.70	1,185.20
103977	1/9/2019	44160	LEWIS BRISBOIS BISGAARD	2164717	8/27/2018 PE7/31, #71691-2, MORALES 1	737.50	737.50
103978	1/9/2019	52327	MAILFINANCE	N7488039	12/20/2018 1/20-4/19, LSE NO. N17071771	787.14	787.14
103979	1/9/2019	49901	MARRON, LOURDES	Edu Reimb	1/3/2019 FY18/19 EDUCATION REIMBU	128.76	128.76
103980	1/9/2019	42710	MCDOWELL AWARDS	2018-3504	12/6/2018 2X10 WOOD GRAIN DESK NA	52.20	52.20
103981	1/9/2019	51539	MICHAEL BAKER INTERNATIC	1033140	12/4/2018 PE12/2 COACHELLA DVLPMN	5,396.00	5,396.00
103982	1/9/2019	00101	MUNISERVICES/GRS	INV06-004702	12/19/2018 STARS 2018 SVC- 2ND QTR	300.00	300.00
103983	1/9/2019	52344	NEOFUNDS BY NEOPOST	CD 12/12/18	12/12/2018 POSTAGE BY PHONE #7900 C	2,032.84	2,032.84

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
103984	1/9/2019	42112	NRO ENGINEERING	12-18-012	11/30/2018 PE11/30 PLNCK, GLENROY:#	2,953.00	
				12-18-008	11/30/2018 PE11/30 PLNCK, PALM VIEW I	1,606.50	
				12-18-006	11/30/2018 PE11/30 PLNCK, 48490 HRSN	1,285.20	
				12-18-007	11/30/2018 PE11/30 PLNCK, PALM VIEW I	963.90	
				12-18-010	11/30/2018 PE11/30 PLNCK, COACHELLA	787.50	
				12-18-011	11/30/2018 PE11/30 PLNCK, 48050 HRSN	262.50	
				12-18-009	11/30/2018 PE11/30 PLNCK, 83641 AVE 5	131.25	7,989.85
103985	1/9/2019	52757	OLLIN STRATEGIES	43	12/20/2018 DEC2018 CONSULTING SVCS	5,000.00	5,000.00
103986	1/9/2019	52807	ORR BUILDERS	933-2	12/5/2018 PE12/5 DEVELOPMENT OF PI	413,398.65	413,398.65
103987	1/9/2019	49989	PAUL ASSOCIATES	83483	12/20/2018 #10 SECURITY WINDOW ENV	907.66	
				83449	12/10/2018 EXCLUSION NOTICE FORMS	287.47	
				83448	12/12/2018 #10 SECURITY WINDOW ENV	277.53	
				83431	12/12/2018 BUSINESS CARDS: S. ACEVE	78.07	1,550.73
103988	1/9/2019	42759	PROPER SOLUTIONS, INC.	8923	12/21/2018 WE 12/21: L. SERVIN	627.00	
				8891	12/14/2018 WE 12/14: L. SERVIN	544.50	1,171.50
103989	1/9/2019	43576	PURE PLANET WATER, INC.	9891	12/17/2018 JAN2019 RNTL, WTR PURIFIC	32.63	
				9899	12/24/2018 JAN2019 RNTL, WTR PURIFIC	32.63	
				9900	12/24/2018 JAN2019 RNTL, WTR PURIFIC	32.63	
				9901	12/24/2018 JAN2019 RNTL, WTR PURIFIC	32.63	
				9902	12/24/2018 JAN2019 RNTL, WTR PURIFIC	32.63	
				9903	12/24/2018 JAN2019 RNTL, WTR PURIFIC	32.63	195.78
103990	1/9/2019	44161	ROBERT HALF MNGT RESOU	52360731	12/6/2018 WE 11/30: S. FERNANDEZ	158.54	
				52368762	12/10/2018 WE 12/7: R. WALCOTT	126.26	284.80
103991	1/9/2019	43728	ROSALES, RENE	1/8 Expns	1/8/2019 REIMBURSEMENT FOR OFFI	171.13	171.13
103992	1/9/2019	00382	SAFEGUARD BUSINESS SYST	1033261907	12/28/2018 1099 MISC BLANK FORMS & E	88.26	88.26
103993	1/9/2019	51849	SANTA ROSA DEL VALLE	24710	12/7/2018 NOV2018 SVCS: ALEJO+HERI	250.00	
				24670	12/7/2018 NOV2018 SVCS: I. GARZA	100.00	350.00
103994	1/9/2019	35000	SMART & FINAL	59980	8/1/2018 FRUIT PLATTER, MUFFINS, B	453.80	
				054301	1/2/2019 CUPS, CREAMER & WATER	77.06	530.86
103995	1/9/2019	53062	STONE CANYON BUILDERS	12/18 Svc	12/18/2018 APPLIED DRY ERASE PAINT (	4,080.00	4,080.00
103996	1/9/2019	02079	THE DESERT SUN #1082	Addtnl Chrgs	12/1/2018 AC #DS0364435, CHANGE IN	4.24	4.24

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
103997	1/9/2019	42289	TIME WARNER CABLE	0213187121118	12/11/2018	1515 6TH ST-FIBER, 12/20-1/1	877.30
				0210068120618	12/6/2018	1515 6TH ST-HSD, 12/15-1/14	299.99
				0268983121818	12/18/2018	1517 6TH ST, 12/28-1/27	14.16
				0008595121718	12/17/2018	84626 BAGDAD AVE, JAN2019	13.31
				0008579120818	12/8/2018	1515 6TH ST, 12/16-1/15	8.82
103998	1/9/2019	52204	TPX COMMUNICATIONS	111257786-0	12/16/2018	AC33325, 12/16-1/15	3,037.21
103999	1/9/2019	38800	UNDERGROUND SERVICE AL	920180106	10/1/2018	SEP2018- 59 NEW TICKETS+I	107.35
				820180106	9/1/2018	AUG2018- 28 NEW TICKETS+	56.20
104000	1/9/2019	44775	VISTA PAINT CORPORATION	2018-610637-00	12/18/2018	COVERALL EXT FLAT DEEP E	2,117.85
104001	1/9/2019	00384	WILLDAN FINANCIAL SERVICE	002-20209	11/28/2018	NOV2018 BLDG & SAFETY SV	19,900.00
<b>Sub total for WELLS FARGO BANK:</b>							<b>1,149,225.32</b>

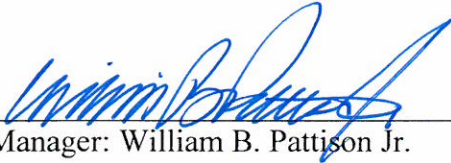


52 checks in this report.

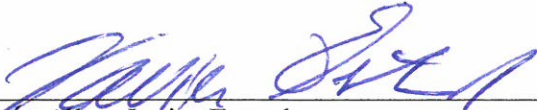
Grand Total All Checks: 1,149,225.32

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Date: January 9, 2019



City Manager: William B. Pattison Jr.



Contrôller: Javier Estrada

apChkLst  
01/14/2019 9:19:39AM

Check List  
City of Coachella

ITEM 12.a.

Bank : wfb WELLS FARGO BANK

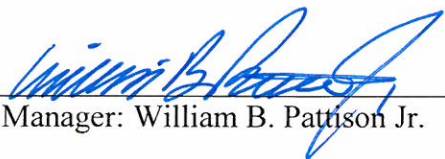
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot	
104002	1/14/2019	37600	THE DESERT SUN PUBLISHIN	0002182461	12/31/2018	DEC2018 PUBLISHED ADS	3,258.20	
				0002076798	10/31/2018	OCT2018 PUBLISHED ADS	1,713.80	
				0002131781	11/30/2018	NOV2018 PUBLISHED ADS	752.40	
				0002013954	9/30/2018	SEPT2018 PUBLISHED ADS	727.40	6,451.80
<b>Sub total for WELLS FARGO BANK:</b>								6,451.80

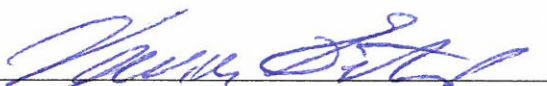
1 checks in this report.

Grand Total All Checks: 6,451.80

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Date: January 14, 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 To	
104003	1/23/2019	46835	AIR AND HOSE SOURCE, INC. 337677	12/18/2018	2-1/2" SERIES 'H' CLEAR SUC	70.85		
			337168	12/12/2018	1/8" NYLON DOT TUBING	9.32	80.17	
104004	1/23/2019	43873	AMERICAN PUBLIC WORKS 19/20 Mbrshp	12/6/2018	MBRSHP RNWL: ID #694583-	252.50	252.50	
104005	1/23/2019	01661	ANAYA'S TOWING SERVICE 5981	1/2/2019	1/2 TOWING: CORP YARD	65.00		
			5960	12/7/2018	12/7 TOWING: CORP YARD	65.00	130.00	
104006	1/23/2019	42837	ARAMARK UNIFORM SERVICE	DEC2018	PE12/31 UNIFORMS, MATS &	1,661.81		
			DEC2018 CC	12/31/2018	PE12/31 MATS & MOPS	218.07		
			DEC2018 SAN	12/31/2018	PE12/31 UNIFORMS, MATS &	521.91		
			NOV2018	11/30/2018	PE11/30 UNIFORMS, MATS &	2,720.32		
			NOV2018 CC	11/30/2018	PE11/30 MATS & MOPS	363.42		
			NOV2018 SAN	11/30/2018	PE11/30 UNIFORMS, MATS &	894.13	6,379.66	
104007	1/23/2019	47955	ARCADIS U.S., INC. 0950231	1/4/2019	PE12/30 COACHELLA LIBRAR	5,643.98	5,643.98	
104008	1/23/2019	43570	ASCAP Annual Fee 2019	12/20/2018	2019 ANNUAL FEE (ACC #500	357.00	357.00	
104009	1/23/2019	50334	ATHALYE CONSULTING ENGINEERING	INV-0003387046	12/27/2018	PE11/25 AVE50 BRIDGE-CV S	4,335.37	
			INV-0003387316	12/27/2018	PE11/25 SR-86/AVE50 INTERC	4,706.53	9,041.90	

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104010	1/23/2019	45929	BECK OIL, INC.	343667	12/19/2018 SHELL GADUS S3 V220C 2	40.89	
				21177CL	12/15/2018 PE12/15 BLDG MAINT DEPT F	190.12	
				21178CL	12/15/2018 PE12/15 ADMIN DEPT FUEL	113.61	
				21489CL	12/31/2018 PE12/31 ENG DEPT FUEL	244.87	
				21491CL	12/31/2018 PE12/31 LLMD DEPT FUEL	72.20	
				21495CL	12/31/2018 PE12/31 STREETS DEPT FUE	91.24	
				21497CL	12/31/2018 PE12/31 WATER DEPT FUEL	270.31	
				21501CL	12/31/2018 PE12/31 PARKS DEPT FUEL	285.83	
				21527CL	12/31/2018 PE12/31 VEHICLE MAINT DEF	45.58	
				21538CL	12/31/2018 PE12/31 CODE ENF DEPT FU	195.28	
				21551CL	12/31/2018 PE12/31 SANITARY DEPT FUE	459.08	
				21559CL	12/31/2018 PE12/31 BLDG MAINT DEPT F	55.48	
				21099CL	12/15/2018 PE12/15 ENG DEPT FUEL	127.04	
				21102CL	12/15/2018 PE12/15 LLMD DEPT FUEL	133.41	
				21106CL	12/15/2018 PE12/15 STREETS DEPT FUE	762.48	
				21108CL	12/15/2018 PE12/15 WATER DEPT FUEL	400.21	
				21113CL	12/15/2018 PE12/15 PARKS DEPT FUEL	822.32	
				21560CL	12/31/2018 PE12/31 ADMIN DEPT FUEL	15.59	
				21140CL	12/15/2018 PE12/15 VEHICLE MAINT DEF	144.41	
				21141CL	12/15/2018 PE12/15 SENIOR CNTR FUEL	190.98	
				21154CL	12/15/2018 PE12/15 CODE ENF DEPT FU	365.15	
				21167CL	12/15/2018 PE12/15 SANITARY DEPT FUE	299.22	5,325.30
104011	1/23/2019	02187	BENLO R.V. II	12368	12/11/2018 8GAL PROPANE	33.84	33.84
104012	1/23/2019	00836	BIO-TOX LABORATORIES	37042	12/14/2018 LAB SERVICE: 11/16	118.00	
				37043	12/14/2018 LAB SERVICES: 10/19, 11/16+:	477.00	595.00
104013	1/23/2019	48224	BLACKBURN, BERLINDA	PD 2/10-13	12/11/2018 PD 2/10-13, P3S CONF: MONT	174.00	174.00
104014	1/23/2019	43204	BPS TACTICAL, INC.	18042166	12/11/2018 TACTICAL BALLISTIC VEST C	571.08	571.08
104015	1/23/2019	49486	BRC CONSTRUCTION	2018224	12/17/2018 REPAIRS TO GARAGE/BATHF	957.00	
				2018223	12/17/2018 REPAIRS TO GARAGE/BATHF	990.00	1,947.00
104016	1/23/2019	52723	BRIGHT EVENT RENTALS, LLC	467520	12/13/2018 12/5 TENT RNTL	487.12	
				467519	12/13/2018 12/5 CHAIR+LINEN+HEATER+	2,583.32	
				468317	12/11/2018 12/7 CHAIR+LINEN+TABLE+E	3,333.91	6,404.30
104017	1/23/2019	50839	BURRTEC ENVIRONMENTAL	AC 511685	11/30/2018 11/5 PORTOLE DELIVERY	364.52	364.50
104018	1/23/2019	44494	BURRTEC WASTE & RECYCLIBD	11/30/18	11/30/2018 NOV2018 SWEEPER BOXES,	1,807.80	
				BD 11/30/18	11/30/2018 AC 50-CO 751389, 84875 AVE	9,742.70	11,550.50

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104019	1/23/2019	44494	BURRTEC WASTE & RECYCLIBD 12/1/18	12/1/2018	AC 44-BS 405340, 85075 AVE	86.52	86.52
104020	1/23/2019	52035	CALCHAMBER 11270642	12/18/2018	2019 CA LABOR LAW POSTEF	612.64	612.64
104021	1/23/2019	42387	CALIFORNIA CONTRACT CITII2365	7/1/2018	FY18/19 MEMBERSHIP DUES	2,596.00	2,596.00
104022	1/23/2019	46730	CALPERS 10000001553040	12/19/2018	2019 RPLCMNT BENEFIT CNT	2,119.32	
			10000001553479	12/28/2018	2019 RPLCMNT BENEFIT CNT	6,001.67	8,120.99
104023	1/23/2019	44989	CARRANZA, ANDREA Trvl Exp 12/11-14	1/10/2019	TRVL EXP 12/11-14, CITY CLE	547.18	547.18
104024	1/23/2019	53038	CDS OFFICE INTERIORS LLC 262	1/10/2019	SPECIAL ORDER STAMP	81.55	81.55
104025	1/23/2019	02048	CDW GOVERNMENT, INC. QNG1585	1/2/2019	VIEWSONIC 27 FHD SUPERC	737.57	737.57
104026	1/23/2019	02327	CINTAS CORPORATION #150 698449510	12/17/2018	12/17 MAT MAINTENANCE	90.99	90.99
104027	1/23/2019	53081	COACHELLA VALLEY SOCCEF 12/11 Deposit	1/9/2019	DEPOSIT REIMB- FIELD USE	400.00	400.00
104028	1/23/2019	01924	CONSOLIDATED ELECTRICAL 3298-406959	12/13/2018	8W 4200K FLU LAMP	11.22	
			3298-406841	12/5/2018	FLUOR LAMP	51.66	
			3298-406972	12/14/2018	120V COIL DP CONTACTOR &	68.64	
			3298-407061	12/20/2018	1L 500 LUMEN FLUOR EMERC	82.70	
			3298-407180	1/3/2019	30W LED WW FLOOD-LT & BL	287.59	501.81
104029	1/23/2019	00214	CORONET CONCRETE PROD 1101597	12/17/2018	6.0 SACK EQ 60/40 FA	243.75	243.75
104030	1/23/2019	11800	COUNTY OF RIVERSIDE ANIMAN0000001520	1/4/2019	DEC2018 ANML SHLTR+FIELD	19,859.70	19,859.70
104031	1/23/2019	50638	CRIDER PUBLIC RELATIONS, Dec2018	1/3/2019	DEC2018 MEDIA CONSULTING	142.50	142.50
104032	1/23/2019	48603	CV STRATEGIES 4823	12/14/2018	NOV2018 PUBLIC RELATIONS	9,570.00	
			4825	12/14/2018	NOV2018 PUBLIC RELATIONS	839.34	
			4824	12/14/2018	NOV2018 PUBLIC RELATIONS	3,423.75	
			4826	12/14/2018	NOV2018 PUBLIC RELATIONS	3,364.03	
			4827	12/14/2018	NOV2018 PUBLIC RELATIONS	3,093.75	20,290.87
104033	1/23/2019	09950	CVWD Dec 2018	1/1/2019	CN 332543, DEC2018 WELL R	27,469.20	27,469.20
104034	1/23/2019	52506	CVWD EMPLOYEE SOCIAL 9/11 Deposit	1/9/2019	DEPOSIT REIMB- BAGDOUM/	300.00	300.00
104035	1/23/2019	02115	CWEA-TCP RH-1/31/19	11/7/2018	1/31 CERT RNWL, LAB ANALY	87.00	
			LG-1/31/19	12/4/2018	MBRSHP RNWL: L. GALVAN #	188.00	275.00
104036	1/23/2019	42761	DEPT OF ENVIRONMENTAL H IN0335510	11/9/2018	FAC #FA0035402, EHP 12/31,	53.00	53.00
104037	1/23/2019	44836	DESERT CITY GLASS, INC 22340	12/27/2018	INSTLL'D ALUM FRAME W/ TE	248.31	248.31
104038	1/23/2019	01089	DESERT ELECTRIC SUPPLY S2592221.001	12/13/2018	VNL ELECL TAPE	11.14	
			S2592209.001	12/13/2018	WIRE THHN-10-BRN-19STR-C	458.26	
			S2591773.001	12/12/2018	SATCO S9430 13WATT PAR3C	45.96	515.36
104039	1/23/2019	52970	DESERT POOL SPECIALISTS, 12912	10/5/2018	FOUNTAIN REPAIRS @ CITY I	1,275.00	
			121203	12/20/2018	FOUNTAIN REPAIRS @ VETE	770.44	
			121204	12/20/2018	FOUNTAIN REPAIRS @ WATE	435.80	2,481.24

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104040	1/23/2019	00889	DESERT TRANSMISSIONS AU013746	12/3/2018	REBUILT TRANSMISSION & IN	2,200.00	2,200.00
104041	1/23/2019	13700	DEWEY PEST CONTROL INC. 12268609	12/1/2018	AC1126447, DEC2018, SNACK	30.00	
			12317500	12/1/2018	AC1067451, DEC2018, WATEF	36.00	
			12284598	12/1/2018	AC1008112, DEC2018, COMM	41.00	
			12290647	12/1/2018	AC103361, DEC2018, SENIOR	80.00	
			AC934340-DC	12/1/2018	AC934340, DEC2018, SANITAI	150.00	
			12297634	12/1/2018	AC1281215, DEC2018, SIERR	300.00	
			12295262	12/1/2018	AC241000, DEC2018, PLANNII	37.00	
			12297613	12/1/2018	AC1318244, DEC2018, BGDMA	30.00	
			12297611	12/1/2018	AC1318239, DEC2018, FREDE	30.00	
			12309089	12/1/2018	AC1161434, DEC2018, BGDMA	65.00	
			12309081	12/1/2018	AC1178382, DEC2018, BOXIN	42.00	
			12297617	12/1/2018	AC1318236, DEC2018, RLF S	40.00	
			12297614	12/1/2018	AC1318235, DEC2018, 84641	30.00	
			12297620	12/1/2018	AC1315475, DEC2018, 53990	120.00	
			12297635	12/1/2018	AC1281218, DEC2018, BAGDC	900.00	
			AC1062335-JA	1/1/2019	AC1062335, JAN2019, CORP \	141.00	
			12362946	1/1/2019	AC241000, JAN2019, PLANNIN	37.00	
			12284311	12/1/2018	AC102942, DEC2018, ADMIN	58.50	
			12279072	12/1/2018	AC1404426, DEC2018, LIBRAF	85.00	
			AC1062335-DC	12/1/2018	AC1062335, DEC2018, CORP	141.00	
			12346287	1/1/2019	AC1404426, JAN2019, LIBRAF	85.00	
			12384898	1/1/2019	AC1067451, JAN2019, WATER	36.00	
			12352206	1/1/2019	AC1008112, JAN2019, COMM	41.00	
			12336712	1/1/2019	AC1126447, JAN2019, SNACK	30.00	
			12351411	1/1/2019	AC102942, JAN2019, ADMIN	58.50	
			12358416	1/1/2019	AC103361, JAN2019, SENIOR	80.00	
			AC934340-JA	1/1/2019	AC934340, JAN2019, SANITAF	150.00	2,874.00
104042	1/23/2019	53084	DIAZ, LIZZANDRO Refund	1/10/2019	REFUND OF CUP 278 TIME E	1,125.00	1,125.00
104043	1/23/2019	53077	DIAZ, MARIA Turf Rbt	1/7/2019	TURF REMOVAL REBATE- PR	1,488.00	1,488.00
104044	1/23/2019	42442	DIRECTV 35526929219	12/3/2018	DEC2018 OFFICE CHOICE+AI	148.97	148.97
104045	1/23/2019	50551	DIV. OF THE STATE ARCHITE(JL-SP2018	1/15/2019	JUL-SEP2018 SB1186-DSA FE	35.60	35.60
104046	1/23/2019	49630	DORIS PEREZ INTERPRETINC102371	11/20/2018	11/20 INTERP SVCS: PARK & I	350.00	350.00
104047	1/23/2019	50039	E&M, INC. 329703	11/20/2018	OFFSITE AUDIT SERVICE, ET	2,385.00	2,385.00

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104048	1/23/2019	14860	E. K. WOOD LUMBER COMPAN	475079	12/3/2018	HWH DRILL SCREW, FENDEF	35.83
				474614	11/14/2018	SCOTCH TAPE & EPOXY PUT	43.26
				474648	11/14/2018	CD-CUP HK 3/4 SLD BRS, ETC	6.11
				475204	12/6/2018	MACHINE BOLTS	3.66
				475148	12/4/2018	CARRIAGE BOLTS	9.43
							98.29
104049	1/23/2019	14700	E. S. BABCOCK & SONS, INC.	BA90773-0076D	1/8/2019	LAB SAMPLES FOR WATER	1,451.00
				BL80805-0076D	12/11/2018	LAB SAMPLES FOR WATER	636.00
				BL80790-0076W	12/11/2018	LAB SAMPLES FOR SANITARI	1,610.80
							3,697.80
104050	1/23/2019	50593	EAN SERVICES, LLC	19729957	12/31/2018	12/6-8 RNTLS: XMAS PARADE	881.06
104051	1/23/2019	51944	EFAX CORPORATE	1180414	12/31/2018	DEC2018 FAX SERVICES	163.00
104052	1/23/2019	00268	EL INFORMADOR DEL VALLE	2018-243	12/20/2018	12/20 AD: UUT CITIZENS OVE	126.00
				2018-234	12/12/2018	1/2 PG AD: TREE LIGHTING/X	500.00
				2018-231	12/12/2018	12/6+13 AD: AVE 50 INTERCH	1,860.00
							2,486.00
104053	1/23/2019	43964	EMBASSY SUITES HOTEL	Htl 2/10-13	12/11/2018	HTL 2/10-13, CONF #80478198	595.05
							595.05
104054	1/23/2019	43213	FANTASY SPRINGS RESORT	(Party 2018	1/7/2019	BAL DUE- 2018 EMPLOYEE H	32.63
							32.63
104055	1/23/2019	50162	FASTENAL COMPANY	CAPAM63955	12/5/2018	4'X100' ORANGE FENCE	172.36
							172.36
104056	1/23/2019	02272	FRANKLIN TRUCK PARTS, INC	IN290876	12/12/2018	SVC CHAMBER-12S & STT LA	88.36
							88.36
104057	1/23/2019	42546	FRED PRYOR SEMINARS	Reg 4/12	1/14/2019	REG 4/12, PAYROLL LAW SEM	149.00
							149.00
104058	1/23/2019	51604	FRONTIER	3983051-JA19	1/1/2019	760/398-3051, 1/1/19	51.76
							51.76
104059	1/23/2019	43672	FULTON DISTRIBUTING COM	460160	12/11/2018	NITRILE GLOVES, URINAL BL	212.22
				462109	1/3/2019	TOWEL MULTIFOLD	55.82
				461921	1/2/2019	AIR FRESHENER & CLEANER	87.75
				460017	12/10/2018	VACUUM UPRIGHT PPF 12" B	168.50
							524.29
104060	1/23/2019	51494	GARDA CL WEST, INC.	10453962	1/1/2019	JAN2019 ARMORED TRANSP	607.73
				10453973	1/1/2019	JAN2019 CASHLINK MAINTEN	735.98
							1,343.71
104061	1/23/2019	53078	GONZALEZ, JESUS	Refund	1/8/2019	REFUND FOR CONDITIONAL	9,427.70
							9,427.70
104062	1/23/2019	00207	GRAINGER INC	9033301822	12/14/2018	DISPOSABLE GLOVES	51.48
							51.48
104063	1/23/2019	51892	HERC RENTALS, INC.	30457508-003	12/21/2018	12/8-9 CART UTV 4 PSNGR RI	124.92
				30411329-001	12/4/2018	11/9-30 SCISSOR LIFT RNTL	724.87
				30456840-001	12/10/2018	12/8-9 LIGHT TOWER RNTL	920.74
				30429132-002	12/10/2018	11/19-12/4 BOOM STRAIGHT F	4,163.03
				30457508-001	12/10/2018	12/8 LIGHT TOWER RNTL	507.49
				30456840-002	12/17/2018	12/8-9 LIGHT TOWER RNTLS	1,790.56
				30457508-002	12/17/2018	12/8-9 LIGHT TOWER RNTLS	2,978.37
							11,209.98

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
104064	1/23/2019	00996 HOME DEPOT	9022198	12/5/2018	MICROWAVE, 27GAL TOUGH	372.89		
			9021240	12/5/2018	100' GREEN CORD, SFTY BAF	164.25		
			6171007	12/18/2018	HUSKY 4-SHELF WELDED UN	345.83		
			6171008	12/18/2018	HUSKY 4-SHELF WELDED UN	172.91		
			6012251	12/18/2018	4LB ENGINEER HAMMER, 4-T	64.44		
			1011709	12/13/2018	8IN PLIERS, 6IN PLIERS, ETC	34.57		
			5012389	12/19/2018	HUSKY 4-SHELF WELDED UN	280.34		
			4024646	12/20/2018	HUSKY 4-SHELF WELDED UN	244.56		
			4024647	12/20/2018	HUSKY 4-SHELF WELDED UN	345.83		2,025.62
			104065	1/23/2019	52552 HR GREEN PACIFIC, INC.	123738		12/28/2018
			123198	12/11/2018	PE11/30 INSPCTN SVCS: AVE	33,030.00		

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104066	1/23/2019	20450	IMPERIAL IRRIGATION DISTRI	50459819-DC18	12/27/2018 AC50459819, 11/27-12/26	12.34	
				50459795-DC18	12/27/2018 AC50459795, 11/27-12/26	35.99	
				50459796-DC18	12/27/2018 AC50459796, 11/27-12/26	78.78	
				50434217-DC18	12/27/2018 AC50434217, 11/27-12/26	46.13	
				50408460-DC18	12/27/2018 AC50408460, 11/27-12/26, WE	4,797.94	
				50522793-DC18	12/27/2018 AC50522793, 11/29-12/27, SC/	14.59	
				50035755-DC18	12/27/2018 AC50035755, 11/27-12/26, PUM	48.37	
				50416425-NV18	12/5/2018 AC50416425, 10/30-12/3	141.60	
				50487676-NV18	12/5/2018 AC50487676, 10/30-12/3, LIFT	14.59	
				50516108-NV18	12/5/2018 AC50516108, 10/30-12/3	13.34	
				50527782-NV18	12/5/2018 AC50527782, 10/30-12/3	12.34	
				50642002-NV18	12/5/2018 AC50642002, 10/30-12/3	127.61	
				50642141-NV18	12/5/2018 AC50642141, 10/30-12/3	38.78	
				50705542-NV18	12/5/2018 AC50705542, 10/30-12/3, PERI	264.57	
				50705544-NV18	12/5/2018 AC50705544, 10/30-12/3, PERI	115.94	
				50733502-NV18	12/5/2018 AC50733502, 10/30-12/3	31.26	
				50734422-NV18	12/5/2018 AC50734422, 10/30-12/3	50.36	
				50035560-NV18	12/3/2018 AC50035560, 10/26-11/28, ST I	18,122.41	
				50035734-NV18	12/5/2018 AC50035734, 10/31-12/3, CVH:	110.30	
				50035836-NV18	12/5/2018 AC50035836, 10/30-12/3, WEL	34.86	
				50217597-NV18	12/5/2018 AC50217597, 10/30-12/3	44.87	
				50387122-NV18	12/6/2018 AC50387122, 10/30-12/3, SEW	27,487.28	
				50404153-NV18	12/5/2018 AC50404153, 10/30-12/3	101.97	
				50404154-NV18	12/5/2018 AC50404154, 10/30-12/3	13.36	
				50404155-NV18	12/5/2018 AC50404155, 10/30-12/3	100.18	51,859.76
104067	1/23/2019	45108	IMPERIAL SPRINKLER SUPPL	3571091-00	12/3/2018 ALUMINUM SCOOP SHOVEL	92.55	
				3575794-00	12/6/2018 STAPLE 11 GAUGE 6"	5.18	
				3576819-00	12/7/2018 STAPLE 11 GAUGE 6"	5.18	
				3581808-00	12/12/2018 KNEE PAD & 12' COMPOUND	80.17	
				3575398-00	12/12/2018 FERTYARA TURF ROYAL	912.59	
				3569348-00	11/29/2018 FERTYARA TURF ROYAL	912.59	
				3565978-00	12/3/2018 13X20 JUMBO VALVE BOX CV	128.79	
				3587638-00	12/18/2018 PLIERS 6", ELECTRICAL TAPE	116.86	
				3582179-00	12/13/2018 CHEM ROUNDUP PRO MAX	69.70	
				3589513-00	12/20/2018 2" SCH80 UNION	20.19	2,343.80

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104068	1/23/2019	02301	INDIO COLLISION	45434	11/13/2018 RPR'D FRAME ON 2006 F150	675.00	675.00
104069	1/23/2019	52444	JAMES, CLAY	Edu Reimb	1/8/2019 FY18/19 EDUCATION REIMBU	1,146.81	1,146.81
104070	1/23/2019	52906	JOHNSON CONTROLS SECUR	31740005	12/15/2018 1/1-2/28 PRO RATED ALARM,	19.11	
				31740006	12/15/2018 1/1-2/28 PRO RATED ALARM,	32.49	51.60
104071	1/23/2019	01948	KIMBALL MIDWEST	6780547	12/4/2018 ROLLER RACK TOPPER, HOSE	512.05	512.05
104072	1/23/2019	48293	KOA CORPORATION	JB72075x10	12/12/2018 PE12/2 AVE 50 IMPROVEMEN	33,155.16	
				JB82070x1	12/12/2018 PE12/2 GREEN BIKE LANE PF	7,225.89	40,381.05
104073	1/23/2019	47328	KONICA MINOLTA	32891350	12/31/2018 BIZHUB C360, CORP YARD, D	109.84	
				32891351	12/31/2018 BIZHUB 501, WATER DEPT, D	163.44	
				32905024	1/2/2019 ACC 061-0042081-000, JAN20	67.43	340.71
104074	1/23/2019	44047	KONICA MINOLTA BUSINESS	9005245338	12/19/2018 BIZHUB C360, CITY HALL, 11/	102.99	
				9005283048	12/31/2018 BIZHUB C360, CORP YARD, D	263.57	366.56
104075	1/23/2019	44767	KUNA FM	445770-1	11/25/2018 11/9-12/4 AD SPOT: DECEMBER	300.00	
				445770-2	12/9/2018 11/19-12/7 AD SPOT: DECEMBER	1,700.00	2,000.00
104076	1/23/2019	45051	LAMAR OF PALM SPRINGS	109827089	12/31/2018 12/31-1/27 POSTER ADVERTISING	1,200.00	1,200.00
104077	1/23/2019	45257	LIEBERT CASSIDY WHITMOR	11471044	11/30/2018 11/15 SEXUAL HARASSMENT	2,550.00	2,550.00
104078	1/23/2019	50501	LIVESCAN MGMT GROUP, INC	12312018COC	12/31/2018 BANNER W/ HEM & GROMMET	377.35	377.35
104079	1/23/2019	53079	LKQ LAKENOR AUTO & TRUCK	101309872	11/27/2018 DOOR ASSEMBLY (2004 RANGE	364.31	364.31
104080	1/23/2019	24600	LOPES HARDWARE	006304	12/18/2018 KEYS, BATTERY, OUTLET TESTER	124.90	
				008083	12/4/2018 PADLOCK, NUT, BULB, BRUSH	268.32	
				008091	1/3/2019 EXTENSION CORD, LOCKS, C	285.25	
				007980	12/20/2018 RAKE, STRAINERS, SHOVEL,	369.40	
				008065	12/31/2018 SPRAY PAINT, HOSE REPAIR,	74.68	1,122.55
104081	1/23/2019	02162	LOWE'S COMPANIES, INC.	27719	1/9/2019 USG 24-48 RADAR TILE 8-CT,	277.75	
				27386	12/19/2018 RADAR TILE 8-CT & MT DSO	385.34	663.09
104082	1/23/2019	49857	MANPOWER US INC.	33471722	12/23/2018 WE 12/23: GARCIA	658.13	
				33450911	12/16/2018 WE 12/16: GARCIA	445.50	
				33429010	12/9/2018 WE 12/9: CANCINO+GARCIA+	1,854.55	
				33429322	12/9/2018 WE 12/9: DURAN	706.80	
				33451085	12/16/2018 WE 12/16: DURAN	148.80	3,813.7
104083	1/23/2019	48509	MARIPOSA LANDSCAPES, INC	82926	11/30/2018 INSTLL'D LANDSCAPE @ 790	9,110.00	
				82927	11/30/2018 INSTLL'D IRRGTN & TREE @	989.00	10,099.0
104084	1/23/2019	25900	MEREDITH & SIMPSON CONS	181224	12/7/2018 INSTLL'D RELAY @ LIFT STAT	279.80	279.8
104085	1/23/2019	51579	METLIFE- GROUP BENEFITS	Jan2019	12/16/2018 JAN2019 DENTAL, VISION, LIF	11,926.95	11,926.9
104086	1/23/2019	50099	MIDWAY VACUUM & JANITOR	113092	1/7/2019 HV BELTS, ETC	42.39	42.3

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104087	1/23/2019	47596	MISSION SPRINGS WATER DI 11577c	12/18/2018	CV WATER COUNTS- CONSE	11,250.00	11,250.00
104088	1/23/2019	43425	MOWERS PLUS, INC	181355	12/11/2018 FUEL SYSTEM KIT, AIR FILTE	35.33	
				181356	12/11/2018 OREGON CHAIN 44 LINK	131.24	166.57
104089	1/23/2019	45197	MSA CONSULTING, INC.	2405.001-07	11/30/2018 PE11/30 CASTRO'S WTR SYS	1,000.00	1,000.00
104090	1/23/2019	00101	MUNISERVICES/GRS	INV06-004952	1/11/2019 SUTA, QTR ENDING 9/30/18	95.86	95.86
104091	1/23/2019	53082	MURILLO, FRANCISCO M.	11/20 Deposit	1/9/2019 DEPOSIT REIMB- FIELD USE	52.00	52.00
104092	1/23/2019	52590	NETWORKFLEET, INC.	OSV0000016237	12/1/2018 NOV2018 GPS MONITORING	1,403.70	1,403.70
104093	1/23/2019	01882	NORTHERN TOOL & EQUIPME	41624499	12/6/2018 LATCH MINI TEARDROP, KL 1	156.91	156.91
104094	1/23/2019	42112	NRO ENGINEERING	01-19-014	12/31/2018 PE12/31 PLNCK, POLK ST SU	4,200.00	
				01-19-015	12/31/2018 PE12/31 PLNCK, COACHELLA	5,355.00	
				01-19-011	12/31/2018 PE12/31 PLNCK, 83641 AVE 5	131.25	
				01-19-012	12/31/2018 PE12/31 PLNCK, 48490 HRSN	321.00	
				01-19-010	12/31/2018 PE12/31 PLNCK, COACHELLA	543.00	
				01-19-013	12/31/2018 PE12/31 PLNCK, 48050 HRSN	1,323.00	11,873.25
-54- 104095	1/23/2019	47192	O'REILLY AUTO PARTS	2855-473674	12/20/2018 SWAY BAR BSH	24.91	
				2855-476606	1/2/2019 RADIATOR	143.71	
				2855-476706	1/3/2019 MICRO-V BELT, WATER OUTL	93.85	
				2855-476707	1/3/2019 CERAMIC PAD & OIL FILTER	52.58	
				2855-473426	12/19/2018 OIL FILTER & DRAIN PLUG	14.13	
				2855-473505	12/19/2018 OIL LINE & COOLER CONN	49.51	
				2855-471451	12/11/2018 4PK BATTERIES	10.86	
				2855-471450	12/11/2018 TPMS SENSOR	105.92	
				2855-471255	12/10/2018 OIL FILTER	13.51	
				2855-471275	12/10/2018 THERMOSTAT & OUTLET SE/	16.63	
				2855-470223	12/6/2018 WRENCH SET, NIPPLE & COL	113.06	
				2855-470273	12/6/2018 NIPPLE & COUPLER	23.90	662.57
104096	1/23/2019	01736	PALM SPRINGS PUMP, INC.	18-2425	12/14/2018 11/21 SVC CALL: RPLC'D MEC	2,010.00	
				18-2440	12/20/2018 11/14 SVC CALL: RPLC'D MEC	1,340.00	3,350.00
104097	1/23/2019	49989	PAUL ASSOCIATES	83485	12/27/2018 BUSINESS CARDS: B. COY	78.07	78.07
104098	1/23/2019	02028	PETE'S ROAD SERVICE, INC.	285643-00	12/10/2018 P22570R15 B H725 HANKOOK	329.16	329.16
104099	1/23/2019	01395	PJ'S DESERT TROPHIES & GII	21434	12/17/2018 RETIREMENT PLAQUE W/ EN	85.66	
				21432	12/15/2018 HOMETOWN HERO PLAQUE	946.13	1,031.79

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104100	1/23/2019	52389	POWER SECURITY GROUP IN3373	1/3/2019	DEC2018 SECURITY GRD SV	3,780.00	
			3284	10/30/2018	OCT2018 SECURITY GRD SV	3,890.00	
			3278	10/30/2018	10/20 SECURITY GRD SVCS:	900.00	
			3288	10/31/2018	OCT2018 PATROL SVCS	5,120.00	
			3372	1/3/2019	DEC2018 PATROL SVCS	5,040.00	
			3397	1/3/2019	12/7 SECURITY GRD SVCS: H	1,000.00	
			3236	10/1/2018	SEPT2018 SECURITY GRD SA	3,980.00	
			3237	10/1/2018	SEPT2018 SECURITY GRD SA	5,000.00	
			3259	10/1/2018	OCT2018 SECURITY GRD SV	960.00	29,670.00
104101	1/23/2019	28000	POWERS AWARDS 141906	12/11/2018	ROSEWOOD CLOCK W/ BLK	197.83	197.83
104102	1/23/2019	39250	PRAXAIR DISTRIBUTION, INC.86508264	12/4/2018	ARGON Q & STARGOLD C25 ,	270.57	
			86748093	12/21/2018	11/20-12/20 IND HIGH PRESSI	31.20	301.77
104103	1/23/2019	42759	PROPER SOLUTIONS, INC. 9001	1/11/2019	WE 1/11: L. SERVIN	535.50	535.50
104104	1/23/2019	48977	PROTECTION 1/ADT 126124466	12/3/2018	JAN2019 CELL/ESUITE/ALARI	62.00	
			126124463	12/3/2018	JAN2019 ALARM/EXT SVC PR	626.74	
			126124462	12/3/2018	JAN2019 ALARM/EXT SVC PR	49.25	
			126018676	11/27/2018	ADDTNL EQUIP/LABOR CHRC	313.68	
			126293700	12/11/2018	ADDTNL EQUIP @ WELL #12	33.71	
			126188571	12/6/2018	LABOR CHRG @ WTR DEPT	56.25	
			126153108	12/4/2018	ADDTNL EQUIP @ WELL #18	19.58	
			126151421	12/3/2018	NV-FB2019 ALARM, 83800 AIF	-121.87	
			126124465	12/3/2018	NV-FB2019 ALARM/EXT SVC I	264.98	
			126124464	12/3/2018	JAN2019 EQUIP LSE/EXT SVC	668.67	1,972.99
104105	1/23/2019	52082	PROWEST PCM, INC. 04-GMP4	12/31/2018	PE12/31 PRE-CNSTRCTN- CC	17,958.52	17,958.52
104106	1/23/2019	02167	RBF CONSULTING, INC. 1033292	12/5/2018	PE10/28 AVE50/I-10 INTERCH.	67,077.93	67,077.93
104107	1/23/2019	44161	ROBERT HALF MNGT RESOU51913307	10/4/2018	WE 9/28: G. ROBLEDO	94.65	
			52012301	10/18/2018	WE 9/28: L. CASTANEDA	66.26	160.91
104108	1/23/2019	50340	ROYAL GYM SERVICES 4913	12/10/2018	DEC2018 PREVENTATIVE MA	295.00	295.00
104109	1/23/2019	47658	RUIZVA L. PEST CONTROL 080	12/27/2018	DEC2018 SVCS: FIRE STATIO	65.00	65.00
104110	1/23/2019	52991	S & D CAR WASH MANAGEMEAR101876	11/30/2018	NOV2018 CAR WASH SERVIC	87.78	87.78
104111	1/23/2019	53083	SEND THE FIRE MINISTRIES 12/12 Deposit	1/9/2019	DEPOSIT REIMB- COMMUNIT	300.00	300.00
104112	1/23/2019	47193	SIEMENS INDUSTRY INC. 5610122282	12/14/2018	NOV2018 TRAFFIC SIGNAL M	1,760.00	
			5620023171	12/14/2018	NOV2018 TRAFFIC SIGNAL C.	536.25	2,296.25
104113	1/23/2019	44581	SIGN-A-RAMA 92694	10/22/2018	RPLC'D LETTER @ BELLA CA	145.81	145.81

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check To
104114	1/23/2019	35450	SOCALGAS	1515 6th-DC18	12/27/2018 AC 031 523 3700 6, 11/23-12/2	93.75	
				BaqPool-DC18	12/27/2018 AC 069 323 6500 7, 11/23-12/2	14.30	
				87075Av54-DC1	12/27/2018 AC 123 573 5834 5, 11/23-12/2	36.06	
				1500 6th-DC18	12/27/2018 AC 020 678 1257 4, 12/5-12/22	102.27	
				1517 6th-DC18	12/27/2018 AC 010 594 4824 9, 11/23-12/2	43.50	
				1540 7th-DC18	12/27/2018 AC 008 423 3900 4, 11/23-12/2	63.28	
				1377 6th-DC18	12/27/2018 AC 012 623 3701 5, 11/23-12/2	67.63	
				84626Baq-DC18	12/27/2018 AC 153 323 6215 9, 11/23-12/2	17.56	438.35
104115	1/23/2019	47319	SPARKLETTS	9467308 122418	12/24/2018 SANITARY DEPT: DEC2018 W	60.52	60.52
104116	1/23/2019	52595	STAPLES BUSINESS CREDIT	7208473184-0-1	11/19/2018 2019 PLANAMTH MTH WAL, E	100.93	
				7207803843-0-1	11/8/2018 XEROX 106R01597 HY BLK TI	235.97	
				7205544707-0-1	10/2/2018 HP 63 BLK/TRI-COLOR INK	93.50	
				7205544707-2-1	10/7/2018 HP 63 BLK/TRI-COLOR INK	93.50	
				7206351944-0-1	10/22/2018 5TAB HANG FLDR LGL, ETC	77.39	
				7206351944-0-2	11/29/2018 4IN FLUSH WIRE CUTTER RE	9.45	610.74
104117	1/23/2019	43858	STAPLES CREDIT PLAN	65130	12/18/2018 SPLS 4DR 26.5IN VE	312.73	312.73
104118	1/23/2019	00582	STATE WATER RESOURCES	Cert App-RH	12/23/2018 GRD V CERT APP: R. HUERT/	190.00	190.00
104119	1/23/2019	36300	SWRCB FEES	SW-0159659	12/12/2018 #7 33M1000212, OT2018-19, F	8,539.00	
				SW-0163284	12/12/2018 #7 33C381875, OT2018-19, CC	442.00	8,981.00
104120	1/23/2019	45666	THATS WORTH FRAMING	4351	11/28/2018 OFFICIAL LATINO POSTER	219.71	219.71
104121	1/23/2019	02079	THE DESERT SUN #1082	Jan Svc	1/1/2019 AC #DS0400716, JAN2019 SV	45.81	45.81
104122	1/23/2019	37800	THE LOCK SHOP, INC.	M318796	12/19/2018 SVC CALL: LOCK FOR 3-DRA	84.00	84.00
104123	1/23/2019	52784	THE PUN GROUP LLP	111894	12/21/2018 FY17/18 AUDIT SVCS	10,000.00	10,000.00
104124	1/23/2019	42289	TIME WARNER CABLE	0008579010819	1/8/2019 1515 6TH ST, 1/16-2/15	8.82	
				0210068010619	1/6/2019 1515 6TH ST-HSD, 1/15-2/14	299.99	
				0200044122718	12/27/2018 51521 DOUMA ST, 1/7-2/6	157.31	
				0220596010119	1/1/2019 1540 7TH ST-HSD, 1/10-2/9	59.99	526.11

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Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
104125	1/23/2019	38250	TOPS N BARRICADES	1072044	12/19/2018 12/13-19 SIDEWALK CLOSED	15.00	
				1071807	12/6/2018 PAINT BLACK STRIPING & DE	236.21	
				1071815	12/6/2018 JKT PARKA LIME ZIP OFF SLE	59.38	
				1071711	11/30/2018 11/28-30 CHNGBLE MSG SIGM	520.00	
				1071859	12/7/2018 JACKET SOFT SHELL LIME &	83.14	
				1071932	12/12/2018 JKT BOMBER LIME BLK/TRIM	216.46	
				1071863	12/10/2018 11/23-12/7 CHNGBLE MSG SIK	2,505.00	
				1071861	12/10/2018 12/7 HOLIDAY PARADE ROUT	2,000.00	
				1071907	12/11/2018 11/20-12/11 SIDEWALK CLOSE	33.60	
				1071864	12/10/2018 11/23-12/7 CHNGBLE MSG SIK	2,540.00	
				1071818	12/6/2018 JKT BOMBER LIME BLK/TRIM	60.72	
				1071824	12/6/2018 JKT PARKA LIME ZIP OFF SLE	356.27	
				1071971	12/14/2018 12/12-14 CHNGBLE MSG SIGM	520.00	9,145.78
104126	1/23/2019	50590	TOUCHTONE COMMUNICATIC	343584	1/1/2019 AC 1100006871, JAN2019	3.44	3.44
104127	1/23/2019	51179	TURNER, WARREN, HWANG	32907	11/30/2018 PE11/30 MAS SVCS- 2018 SP	2,400.00	2,400.00
104128	1/23/2019	38800	UNDERGROUND SERVICE AL	1120180106	12/1/2018 NOV2018- 50 NEW TICKETS+	92.50	92.50
104129	1/23/2019	02001	UNION BANK	1131484	12/19/2018 AC6712016200, COA WTR AU	2,225.00	2,225.00
104130	1/23/2019	48436	UNIVAR USA INC.	LA693411	12/21/2018 SODIUM HYPOCHLORITE	5,389.87	5,389.87
104131	1/23/2019	50229	URBAN HABITAT ENVIRONME	3957	12/24/2018 LANDSCAPE IMPRVMNTS FO	45,100.00	
				3932	11/30/2018 DIST 28: RPR'D IRRGTN & INS	369.39	
				3930	11/30/2018 DIST 33: RPR'D IRRGTN	49.27	
				3931	11/30/2018 DIST 36: RPR'D IRRGTN	53.47	
				3929	11/30/2018 DIST 32: RPR'D IRRGTN	343.17	
				3928	11/30/2018 DIST 24: RPR'D IRRGTN	149.00	
				3927	11/30/2018 DIST 22: RPR'D IRRGTN	163.75	
				3940	11/30/2018 DIST 20: RMV'D TREE	402.50	
				3933	11/30/2018 DIST 38: RPR'D IRRGTN	195.61	
				3921	11/30/2018 DIST 3: RPR'D IRRGTN & INS	813.25	
				3922	11/30/2018 DIST 4: RPR'D IRRGTN	38.07	
				3923	11/30/2018 DIST 13: RPR'D IRRGTN	38.93	
				3924	11/30/2018 DIST 16: RPR'D IRRGTN & INS	3,366.71	
				3926	11/30/2018 DIST 21: RPR'D IRRGTN	267.56	
				3925	11/30/2018 DIST 17: RPR'D IRRGTN	63.00	51,413.6

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ITEM 12.a.

Bank : wfb WELLS FARGO BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Tot
104132	1/23/2019	44966	VERIZON WIRELESS	9819388403	12/1/2018 AC371867190-00002, 11/2-12/	288.07	
				9819388402	12/1/2018 AC371867190-00001, 11/2-12/	5,537.02	
				9820832087	12/22/2018 AC571164685-00001, 11/23-12/	45.45	5,870.54
104133	1/23/2019	50629	VINTAGE ASSOCIATES, INC	209557	11/15/2018 NOV2018 LNDSCPE MAINT @	6,067.36	
				209558	11/15/2018 NOV2018 LNDSCPE MAINT @	4,836.00	
				209567	11/15/2018 NOV2018 LNDSCPE MAINT @	3,600.00	
				210116	12/15/2018 DEC2018 LNDSCPE MAINT @	4,836.00	
				210305	12/14/2018 JN-NV2018 LNDSCPE MAINT	3,000.00	
				210306	12/14/2018 INSTLL'D DG ON 6TH ST PLA	325.00	
				210307	12/14/2018 INSTLL'D PLANTS ON 6TH ST	1,432.00	
				210386	12/24/2018 INSTLL'D IRRGTN & RPLC'D F	2,132.00	
				210115	12/15/2018 DEC2018 LNDSCPE MAINT @	6,067.36	
				210125	12/15/2018 DEC2018 LNDSCPE MAINT @	3,600.00	
				209556	11/15/2018 NOV2018 LNDSCPE MAINT @	10,550.00	
				210114	12/15/2018 DEC2018 LNDSCPE MAINT @	10,550.00	56,995.72
104134	1/23/2019	01732	WAXIE SANITARY SUPPLY	77976887	1/8/2019 SUPER GLOSS, CLEAR LINEF	1,623.43	1,623.43
104135	1/23/2019	51697	WESTERN WATER WORKS SI	55010-00	12/20/2018 6X42 HYD MJ BURY LESS ACI	3,644.32	
				55296-00	12/20/2018 POLYMER MTR BOX, POLYME	468.28	
				55303-00	12/20/2018 SS BOLT W/ BLUE NUT SET, I	107.44	
				55274-00	12/17/2018 1-1/2 BRZ MTR FLG FIP	99.62	
				54992-00	12/5/2018 3/4 ANGLE VALVE COPPER FI	737.49	
				55212-00	12/6/2018 1-1/2 BALL VLV FIP LW, 2 BAL	874.03	5,931.18
104136	1/23/2019	42100	ZUMAR INDUSTRIES INC	81254	12/12/2018 SPECIAL EVENT AHEAD, VEN	1,587.71	1,587.71
<b>Sub total for WELLS FARGO BANK:</b>							<b>682,284.19</b>

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134 checks in this report.

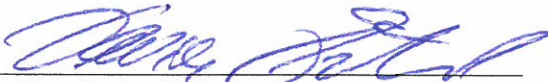
Grand Total All Checks: 682,284.19

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Date: January 23, 2019



City Manager: William B. Pattison Jr.



Controller: Javier Estrada

apChkLst  
01/16/2019 5:35:10PM

Check List  
City of Coachella

ITEM 12.a.

Bank : wfb WELLS FARGO BANK

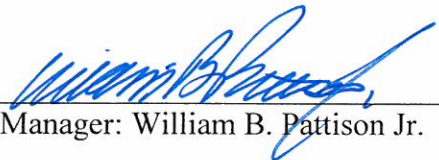
<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Tot</u>
104137	1/23/2019	53080	GARCIA VALENZUELA, RAMOIR	1/15/2019	UB Refund Cst #00044166	92.47	92.47
<b>Sub total for WELLS FARGO BANK:</b>							92.47

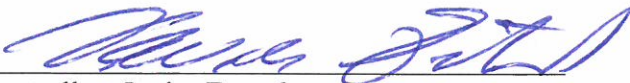
1 checks in this report.

Grand Total All Checks: 92.47

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Date: January 23, 2019

  
\_\_\_\_\_  
City Manager: William B. Pattison Jr.

  
\_\_\_\_\_  
Controller: Javier Estrada



**ITEM 12.b.**









Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	0	1	1	7	45
Misc. Building Permits	6	24	17	167	454
Residential Additions	2	2	1	12	18
Single Family Dwellings	0	0	0	1	28
Commercial Bldgs.	0	0	1	14	8
Commercial Ten. Impro	2	2	2	15	19
Multi- Family Units	0	0	0	0	80
Plan Check	16	12	6	204	330
<b>TOTALS</b>	<b>26</b>	<b>41</b>	<b>28</b>	<b>420</b>	<b>982</b>
<b>Revenue Fees</b>					
Building Fees	\$9,474.00	\$6,257.50	\$33,753.28	\$100,874.41	\$264,259.03
Dev. Impact Fees	\$0.00	\$0.00	\$114,221.26	\$965,469.92	\$267,803.05
Sewer & Water Fees	\$3,677.71	\$1,838.85	\$103,195.98	\$1,081,845.15	\$1,111,499.15
Misc. (TUMF, MSF, FIRE)	\$0.00	\$0.00	\$16,403.61	\$278,828.80	\$521,332.40
Plan Check	\$133.00	\$4,218.50	\$4,297.00	\$106,601.30	\$119,487.35
Cert of Occupancy	\$0.00	\$0.00	\$1,792.00	\$2,304.00	\$32,256.00
SB1473	\$34.00	\$29.00	\$164.00	\$1,496.50	\$1,370.00
<b>TOTALS</b>	<b>\$13,318.71</b>	<b>\$12,343.85</b>	<b>\$273,827.13</b>	<b>\$2,537,420.08</b>	<b>\$2,318,006.98</b>
1% Construction Tax	\$804.96	\$895.00	\$48,926.86	\$248,795.54	\$223,483.61
Strong Motion Instr.	\$50.37	\$21.73	\$1,356.68	\$6,912.28	\$4,408.47
<b>TOTALS</b>	<b>\$855.33</b>	<b>\$916.73</b>	<b>\$50,283.54</b>	<b>\$255,707.82</b>	<b>\$227,892.08</b>
<b>Valuations</b>	<b>\$238,600.00</b>	<b>\$340,860.40</b>	<b>\$650,995.20</b>	<b>\$44,164,100.19</b>	<b>\$25,675,136.62</b>
<b>Inspections</b>					
General	153	87	106	1394	1689
Final Single Family	0	0	10	35	0
Final Multi Family	0	0	0	50	0
Final Commercial	2	0	7	0	0
Final Miscellaneous	33	32	13	316	140
Final Solar	1	1	1	9	49
Code Enforcement Insp.	4	7	0	39	30
<b>TOTALS</b>	<b>193</b>	<b>127</b>	<b>137</b>	<b>1843</b>	<b>1908</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8607

Approved by:

\_\_\_\_\_  
Brian Gumpert  
Deputy Building Official



**BUILDING ACTIVITY REPORT**  
From 10/1/2018 to 10/31/2018

ISSUE DATE:	PERMIT NO	NAME	ADDRESS	DESCRIPTION										
11/5/2018	BL-2018-10-13085	FERNANDO BENITES	84161 LAGUNA LN	CONCRETE SLAB REAR YARD 500 SQ. FT.										
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,000.00	150.00
11/5/2018	BL-2018-10-13086	FABIOLA MEZA	86208 SONOMA LN	AS-BUILT VINYL FENCE 70 LIN. FT. SUBMITTED WITH PAVERS PERMIT ON BL-2018-10-13087										
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	90.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,000.00	246.50
11/5/2018	BL-2018-10-13087	FABIOLA MEZA	86208 SONOMA LN	PAVERS REAR YARD 308 SQ. FT. SUBMITTED WITH FENCE PERMIT ON BL-2018-10-13086										
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	600.00	150.00
11/5/2018	BL-2018-10-13089	HAZEL AND ERNEST PEREZ	48550 EL ARCO ST	PATIO COVER REAR YARD 47'6" X 13'6" TOTAL IS 642 SQ. FT.										
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	133.00	0.59	0.00	0.00	0.00	0.00	0.00	1.00	0.00	4,500.00	283.59
GRAND TOTAL														
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
9,474.00	0.00	0.00	1,985.85	5,073.00	50.37	804.96	3,677.71	0.00	0.00	0.00	34.00	0.00	208,988.00	21,099.89

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ITEM 12.b.

BUILDING ACTIVITY REPORT

From 10/1/2018 to 10/31/2018

Page

ITEM 12.b.

<b>ISSUE DATE:</b>	11/5/2018	<b>PERMIT NO</b>	BL-2018-10-13070	<b>NAME</b>	SOUTH POINT CONSTRUCTION	<b>ADDRESS</b>	51304 LA HERNANDEZ ST	<b>DESCRIPTION</b>	ATTACHED 2 BEDROOM AND 1 BATHROO OF 338 SQ FT IN REAR YARD.																		
<b>BLDG</b>	347.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	288.00	<b>SMI</b>	8.40	<b>1% CONST</b>	300.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	2.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	30,000.00
<b>ISSUE DATE:</b>	10/29/2018	<b>PERMIT NO</b>	BL-2018-10-13072	<b>NAME</b>	JUAN CAMPOS	<b>ADDRESS</b>	48555 CALLE EL DARICA	<b>DESCRIPTION</b>	SWIMMING POOL REAR YARD 30' X 15' PL RADIUS). 13,285 GALLONS.																		
<b>BLDG</b>	571.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	310.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	16,000.00
<b>ISSUE DATE:</b>	10/18/2018	<b>PERMIT NO</b>	BL-2018-10-13073	<b>NAME</b>	STEVEN PEREZ	<b>ADDRESS</b>	83502 SAN MATEO WAY	<b>DESCRIPTION</b>	CONCRETE FRONT AND SIDE YARD (534 SQ. FT.)																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,068.00
<b>ISSUE DATE:</b>	10/24/2018	<b>PERMIT NO</b>	BL-2018-10-13075	<b>NAME</b>	GERARDO BAUTISTA	<b>ADDRESS</b>	84073 HUNTINGTON AVE	<b>DESCRIPTION</b>	CONCRETE IN FRONT AND SIDE YARDS AND CONCRETE WITH FOOTINGS FOR FUTURE PATIO																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	2,026.00
<b>ISSUE DATE:</b>	10/24/2018	<b>PERMIT NO</b>	BL-2018-10-13076	<b>NAME</b>	JACQUELINE ISLAS LOPEZ	<b>ADDRESS</b>	50781 CALLE MENDOZA	<b>DESCRIPTION</b>	SECOND DRIVEWAY 20' X 40' FRONT YARD WITH WROUGHT IRON OBSCURED GATE.																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,600.00
<b>ISSUE DATE:</b>	10/24/2018	<b>PERMIT NO</b>	BL-2018-10-13077	<b>NAME</b>	VASQUEZ LUISA	<b>ADDRESS</b>	52088 ALLENDE DR	<b>DESCRIPTION</b>	PAVERS REAR YARD AND TRENCH ON FLOOR/ GROUND FOR DRAINING RUN OFF WATER FROM																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	2,024.00
<b>ISSUE DATE:</b>	10/29/2018	<b>PERMIT NO</b>	BL-2018-10-13078	<b>NAME</b>	GUSTAVO SILVA	<b>ADDRESS</b>	51889 PEREZ ST	<b>DESCRIPTION</b>	CONCRETE IN SIDE YARD AND REAR YARD. 667 SQ. FT.																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,334.00
<b>ISSUE DATE:</b>	10/24/2018	<b>PERMIT NO</b>	BL-2018-10-13079	<b>NAME</b>	ANGELICA MOSQUEDA	<b>ADDRESS</b>	53034 CALLE EMPALME	<b>DESCRIPTION</b>	CONCRETE FRONT YARD (2) TOTAL SLABS TOTAL IS 343 SQ. FT.																		
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	686.00
<b>ISSUE DATE:</b>	10/29/2018	<b>PERMIT NO</b>	BL-2018-10-13083	<b>NAME</b>	JOSE ARRIETA	<b>ADDRESS</b>	85505 NAPOLI LN	<b>DESCRIPTION</b>	ADD A PARTITIONING WALL- NON STRUCTURAL AS PER ATTACHED SITE PLAN AND DETAIL BETWEEN																		
<b>BLDG</b>	103.50	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	300.00

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**BUILDING ACTIVITY REPORT**

From 10/1/2018 to 10/31/2018

ISSUE DATE:	PERMIT NO	NAME	ADDRESS	DESCRIPTION	BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
10/29/2018	BL-2018-05-12847	A CUT ABOVE BUILDING AND DEVELOPING, INC	46155 DILLON RD	REMOVE AND REPLACE EXISTING CMU WALL WITH LIKE FOR LIKE CMU. 6' TALL AND 1371 LINEAR FT.	411.00	0.00	0.00	0.00	187.00	18.20	0.00	0.00	0.00	0.00	0.00	3.00	0.00	65,000.00	619.20
10/9/2018	BL-2018-06-12872	ROSA ZAMORA	85519 AVENIDA MARIA	REAR YARD PATIO TRELLIS WITH EXISTING PAVERS 12'X 12.5'	149.00	0.00	0.00	0.00	133.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	700.00	283.50
10/24/2018	BL-2018-06-12921	MARIA VAZQUEZ	83630 PALOMAR CT	AS BUILT REAR YARD PATIO 12' X 40'	149.00	0.00	0.00	0.00	133.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	2,400.00	283.50
10/23/2018	BL-2018-09-13013	DEL GRO	84829 AVENUE 48	TENANT IMPROVEMENT FOR BUILDING 1. (1) TYPE C BUILDING 13,832 SQ. FT. "DEL GRO" CANNABIS	1,671.00	0.00	0.00	0.00	1,007.00	11.62	414.96	0.00	0.00	0.00	0.00	2.00	0.00	10,000.00	3,106.58
10/24/2018	BL-2018-09-13016	ROXY ALVAREZ	84566 VERMOUTH DR	INSTALL OBSCURED METAL GATE 6'10" NO MORE THAN 6' TALL SIDE YARD.	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	90.00
10/24/2018	BL-2018-09-13023	LETY'S HAIR SALON	84705 AVENUE 50, 3	TENANT IMPROVEMENT IN EXISTING SHELL BUILDING SUITE. HAIR SALON 918 SQ. FT. NEW	1,135.00	0.00	0.00	1,838.85	747.00	1.40	50.00	0.00	0.00	0.00	0.00	1.00	0.00	10,000.00	3,773.25
10/29/2018	BL-2018-09-13041	TACOS PERICOS	84705 AVENUE 50 SUITE 1	T/I "TACOS PERICOS. 944 SQ. FT. RESTAURANT INCLUDES 1000 GAL GREASE INTERCEPT	1,135.00	0.00	0.00	147.00	747.00	0.84	30.00	3,677.71	0.00	0.00	0.00	1.00	0.00	3,000.00	
10/9/2018	BL-2018-09-13050	GAHUSO POOL CORP.	83328 PLUMA AZUL CT	CONSTRUCT SWIMMING POOL REAR YARD GAL.	570.00	0.00	0.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	15,000.00	
10/2/2018	BL-2018-10-13051	SEFORA FLORES	51728 CALLE PERA	REROOF 1,316 SQ. FT. WITH CRRC APPRC PRODUCT.	112.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,500.00	

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**BUILDING ACTIVITY REPORT**  
From 10/1/2018 to 10/31/2018

ITEM 12.b.

<b>ISSUE DATE:</b>	10/25/2018	<b>PERMIT NO</b>	BL-2018-10-13052	<b>NAME</b>	DORAELIA BOLANOS	<b>ADDRESS</b>	50266 SAN SOLANO RD	<b>DESCRIPTION</b>	CONSTRUCT (2) WEATHER WOOD PATIO CO REAR YARD. (1) 8'X19' PARTIALLY ATTACHED																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	133.00	<b>SMI</b>	2.74	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	11,900.00		
<b>ISSUE DATE:</b>	10/9/2018	<b>PERMIT NO</b>	BL-2018-10-13053	<b>NAME</b>	RIGHT ANGLES INVESTMENTS INC.	<b>ADDRESS</b>	52156 TRIPOLI WAY	<b>DESCRIPTION</b>	REPLACE EXISTING WINDOWS IN SAME LOC PLUS REROOF EXISTING SFD. 1,072 SQ. FT.																				
<b>BLDG</b>	173.50	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.91	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	7,000.00		
<b>ISSUE DATE:</b>	10/3/2018	<b>PERMIT NO</b>	BL-2018-10-13054	<b>NAME</b>	SERGIO MANCILLA	<b>ADDRESS</b>	52712 SHADY LN	<b>DESCRIPTION</b>	REROOF EXISTING SFD 1590 SQ. FT. WITH CRRC APPROVED PRODUCT.																				
<b>BLDG</b>	112.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	2,000.00	<b>TOTAL</b>	113.50
<b>ISSUE DATE:</b>	10/3/2018	<b>PERMIT NO</b>	BL-2018-10-13055	<b>NAME</b>	MIGUEL MUNOZ	<b>ADDRESS</b>	53015 HARRISON ST	<b>DESCRIPTION</b>	53015 CESAR CHAVEZ BLVD. SEE ATTACHED LIST OF ITEMS IN THIS MISCELLANEOUS REMODEL																				
<b>BLDG</b>	155.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.50	<b>1% CONST</b>	10.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,000.00	<b>TOTAL</b>	166.50
<b>ISSUE DATE:</b>	10/24/2018	<b>PERMIT NO</b>	BL-2018-10-13060	<b>NAME</b>	PERRY BUILDERS	<b>ADDRESS</b>	52138 HARRISON ST	<b>DESCRIPTION</b>	INSTALL NEW "AMPM" ILLUMINATED SIGNS TO REPLACE EXISTING SIGNS. 88.25" X 39"																				
<b>BLDG</b>	224.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	209.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,950.00	<b>TOTAL</b>	434.00
<b>ISSUE DATE:</b>	10/15/2018	<b>PERMIT NO</b>	BL-2018-10-13061	<b>NAME</b>	DIMAS AGUIRRE	<b>ADDRESS</b>	83475 TODOS SANTOS AVE	<b>DESCRIPTION</b>	1. BONUS ROOM ADDITION BY ENCLOSING EXISTING REAR YARD PATIO 9'11" X 17'2" TOTAL 171 SQ. FT. 2.																				
<b>BLDG</b>	260.50	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	288.00	<b>SMI</b>	1.17	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	9,000.00	<b>TOTAL</b>	550.67
<b>ISSUE DATE:</b>	10/15/2018	<b>PERMIT NO</b>	BL-2018-10-13067	<b>NAME</b>	ADOLFO JIMENEZ	<b>ADDRESS</b>	84584 AVENUE 49	<b>DESCRIPTION</b>	AS- BUILT FLOOD DAMAGE REPAIR AFTER FIRE HYDRANT FLOODING- REPLACED INSULATION (R-13)																				
<b>BLDG</b>	103.50	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	300.00	<b>TOTAL</b>	105.00
<b>ISSUE DATE:</b>	10/15/2018	<b>PERMIT NO</b>	BL-2018-10-13068	<b>NAME</b>	JOSE ZEPEDA	<b>ADDRESS</b>	51962 GENOA ST	<b>DESCRIPTION</b>	FRONT YARD PATIO COVER 45'X 14.'																				
<b>BLDG</b>	133.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	149.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,500.00	<b>TOTAL</b>	283.50
<b>ISSUE DATE:</b>	10/15/2018	<b>PERMIT NO</b>	BL-2018-10-13069	<b>NAME</b>	SIGN*A*RAMA	<b>ADDRESS</b>	83103 AVENUE 48, G-1	<b>DESCRIPTION</b>	ILLUMINATED SIGN, "THE BROTHERS NAIL & SPA" 42' X 137'																				
<b>BLDG</b>	224.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	209.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	4,500.00	<b>TOTAL</b>	434.00

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City of Coachella Building Activity Report  
NOVEMBER 2018

ITEM 12.b.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	1	0	4	8	49
Misc. Building Permits	26	6	11	187	465
Residential Additions	4	2	1	14	19
Single Family Dwellings	0	0	0	1	28
Commercial Bldgs.	0	0	0	14	8
Commercial Ten. Impro	1	2	1	14	20
Multi- Family Units	0	0	0	0	80
Plan Check	23	16	16	211	346
<b>TOTALS</b>	<b>55</b>	<b>26</b>	<b>33</b>	<b>449</b>	<b>1015</b>

**Revenue Fees**

Building Fees	\$9,826.00	\$9,474.00	\$5,391.50	\$110,700.41	\$269,650.53
Dev. Impact Fees	\$0.00	\$0.00	\$0.00	\$965,469.92	\$267,803.05
Sewer & Water Fees	\$1,103.31	\$3,677.71	\$0.00	\$1,082,948.46	\$1,111,499.15
Misc. (TUMF, MSF, FIRE	\$932.00	\$0.00	\$0.00	\$279,760.80	\$521,332.40
Plan Check	\$6,282.50	\$133.00	\$4,904.50	\$112,883.80	\$124,391.85
Cert of Occupancy	\$0.00	\$0.00	\$0.00	\$2,304.00	\$32,256.00
SB1473	\$39.00	\$34.00	\$23.00	\$1,535.50	\$1,393.00
<b>TOTALS</b>	<b>\$18,182.81</b>	<b>\$13,318.71</b>	<b>\$10,319.00</b>	<b>\$2,555,602.89</b>	<b>\$2,328,325.98</b>

1% Construction Tax	\$2,829.26	\$804.96	\$150.00	\$251,624.81	\$223,633.61
Strong Motion Instr.	\$50.04	\$50.37	\$5.51	\$6,962.32	\$4,413.98
<b>TOTALS</b>	<b>\$2,879.30</b>	<b>\$855.33</b>	<b>\$155.51</b>	<b>\$258,587.13</b>	<b>\$228,047.59</b>

<b>Valuations</b>	<b>\$506,975.00</b>	<b>\$238,600.00</b>	<b>\$569,935.00</b>	<b>\$44,671,075.19</b>	<b>\$33,312,279.99</b>
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**Inspections**

General	121	153	193	1515	1988
Final Single Family	0	0	21	35	31
Final Multi Family	0	0	0	50	0
Final Commercial	0	2	0	2	0
Final Miscellaneous	22	33	57	338	210
Final Solar	0	1	5	9	55
Code Enforcement Insp.	1	4	13	40	43
<b>TOTALS</b>	<b>144</b>	<b>193</b>	<b>289</b>	<b>1989</b>	<b>2327</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8607

Approved by:

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Brian Gumpert  
Deputy Building Official





**BUILDING ACTIVITY REPORT**  
From 11/1/2018 to 11/30/2018

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ISSUE DATE:	PERMIT NO	NAME	ADDRESS	DESCRIPTION	BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
11/29/2018	BL-2018-07-12950	PAUL PAVAO	84851 AVENUE 48 SUITE B, B1	ADD 3 "PODS" AS FOLLOWS FOR CANNABIS EXTRACTION- THESE CONTAINERS BELONG TO	1,713.00	0.00	0.00	0.00	1,452.00	0.00	0.00	0.00	932.00	0.00	0.00	2.00	0.00	50,000.00	4,099.00
11/29/2018	BL-2018-08-12979	MIRAGE DEVELOPERS INC.	49211 GRAPEFRUIT SUITE 5 AND 6	CONVERT EXISTING SUITES 5 AND 6 TO A MEDICAL OFFICE. "STAR BEHAVIORAL CLINIC" TOTAL IS 5,444	1,135.00	0.00	0.00	0.00	747.00	14.00	1,400.00	1,103.31	0.00	0.00	0.00	2.00	0.00	140,000.00	4,401.31
11/29/2018	BL-2018-09-13029	TEODORA AVELLANEDO	52192 CALLE EMPALME	483 SQ. FT. DETACHED ADDITION WITH BATHROOM.	347.00	0.00	0.00	0.00	288.00	1.30	0.00	0.00	0.00	0.00	0.00	1.00	0.00	10,000.00	637.30
11/27/2018	BL-2018-09-13047	DOMINGO LOPEZ	52845 CALLE TECHA	RESIDENTIAL ADDITION (1110 SQ. FT.) AND CARPORT (600 SQ. FT.) AS FOLLOWS: CONVERT	521.00	0.00	0.00	0.00	346.00	16.76	1,289.26	0.00	0.00	0.00	0.00	6.00	0.00	128,926.00	2,179.02
11/5/2018	BL-2018-10-13074	HECTOR MIRANDA	83330 EL GRECO	CONCRETE REAR YARD 53' X 52'3"	149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5,538.00	150.00
11/5/2018	BL-2018-10-13088	LIZBETH VIGIL-MACIAS	84851 SUNSHINE	CONCRETE FOR FUTURE PATIO COVER 14X45' REAR YARD WITH FOOTINGS FOR FUTURE PATIO COVER.	149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,260.00	150.00
11/13/2018	BL-2018-10-13090	JESUS RODRIGUEZ	84588 CALLE GREGORIO	CONCRETE REAR YARD, 790 SQ. FT.	149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,580.00	0.00
11/14/2018	BL-2018-10-13091	NEIFI CASTANEDA DE COVARRUBIAS	85833 AVENIDA RAYLYNN	WROUGHT IRON METAL OBSCURED GATE TALLER THAN 6' SIDE YARD.	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,580.00	0.00
11/5/2018	BL-2018-10-13092	CLASSIC POOLS AND SPAS	49220 PLUMA BLANCE PL	SWIMMING POOL AND SPA REAR YARD APPROXIMATELY 10,000 GAL.	571.00	0.00	0.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	15,000.00	0.00

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ITEM 12.b.

**BUILDING ACTIVITY REPORT**  
From 11/1/2018 to 11/30/2018

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<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-10-13094	<b>NAME</b>	STONECREEK POOLS & SPAS INC.	<b>ADDRESS</b>	83763 AVENIDA VERANO	<b>DESCRIPTION</b>	SWIMMING POOL REAR YARD 313 SQ. FT.																				
<b>BLDG</b>	571.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	310.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	20,000.00		
<b>ISSUE DATE:</b>	11/29/2018	<b>PERMIT NO</b>	BL-2018-11-13095	<b>NAME</b>	SERGIO RAMIREZ	<b>ADDRESS</b>	83502 SAN MATEO WAY	<b>DESCRIPTION</b>	ALUMAWOOD PATIO COVER REAR YARD 4x																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	133.00	<b>SMI</b>	0.91	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	7,000.00		
<b>ISSUE DATE:</b>	11/5/2018	<b>PERMIT NO</b>	BL-2018-11-13096	<b>NAME</b>	ASCENCION PEREZ	<b>ADDRESS</b>	53946 CALLE SANBORN	<b>DESCRIPTION</b>	REAR YARD DETACHED PATIO COVER 10'X																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	133.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,500.00	<b>TOTAL</b>	283.50
<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-11-13098	<b>NAME</b>	C & S PATIO COVERS	<b>ADDRESS</b>	85897 AVENIDA RAYLYNN	<b>DESCRIPTION</b>	14' X 43' WEATHERWOOD SOLID PATIO COVER, REAR YARD, ATTACHED.																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	133.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1,900.00	<b>TOTAL</b>	283.50
<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-11-13099	<b>NAME</b>	SERGIO RAMIREZ	<b>ADDRESS</b>	49721 CALLE EL SOL	<b>DESCRIPTION</b>	ALUMAWOOD PATIO COVER TRANSITIONAL 11' X 45' REAR YARD.																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	133.00	<b>SMI</b>	0.50	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	3,000.00	<b>TOTAL</b>	283.50
<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-11-13100	<b>NAME</b>	INFINITY ENERGY	<b>ADDRESS</b>	83766 CORTE SOLIS	<b>DESCRIPTION</b>	SOLAR ARRAY 20 ROOF MOUNTED MODULES AND 20 MICROINVERTERS 5.80 KW																				
<b>BLDG</b>	300.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	200.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	23,000.00	<b>TOTAL</b>	501.00
<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-11-13101	<b>NAME</b>	MARIA ESTRADA	<b>ADDRESS</b>	84607 CALLE DIEGO	<b>DESCRIPTION</b>	CONCRETE SLAB REAR YARD 14' X 21' NO FOOTINGS, JUST SLAB.																				
<b>BLDG</b>	149.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	0.00	<b>SMI</b>	0.00	<b>1% CONST</b>	0.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	1.00	<b>TOTAL</b>	150.00
<b>ISSUE DATE:</b>	11/13/2018	<b>PERMIT NO</b>	BL-2018-11-13102	<b>NAME</b>	MIGUEL MUNOZ	<b>ADDRESS</b>	52756 CALLE TECHA	<b>DESCRIPTION</b>	ADDITION OF 2 BEDROOMS PLUS ONE BATH 480 SQ. FT. REAR YARD.																				
<b>BLDG</b>	347.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	288.00	<b>SMI</b>	0.65	<b>1% CONST</b>	50.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	5,000.00	<b>TOTAL</b>	686.65
<b>ISSUE DATE:</b>		<b>PERMIT NO</b>	BL-2018-11-13106	<b>NAME</b>	EDWIN CREE	<b>ADDRESS</b>	1490 6TH ST	<b>DESCRIPTION</b>	INSTALLATION OF (4) DECORATIVE INDUSTRIAL FIBERGLASS PILLARS. THIS WORK WILL BE DONE IN																				
<b>BLDG</b>	155.00	<b>ELEC</b>	0.00	<b>MECH</b>	0.00	<b>PLUMB</b>	0.00	<b>PLAN CHECK</b>	68.50	<b>SMI</b>	1.12	<b>1% CONST</b>	40.00	<b>SEW &amp; WAT</b>	0.00	<b>MISC</b>	0.00	<b>C OF 0</b>	0.00	<b>DEV IMPACT</b>	0.00	<b>GREEN</b>	1.00	<b>MULTI</b>	0.00	<b>VALUATION</b>	4,000.00	<b>TOTAL</b>	265.62

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**BUILDING ACTIVITY REPORT**  
From 11/1/2018 to 11/30/2018

ISSUE DATE:	11/13/2018	PERMIT NO	BL-2018-11-13107	NAME	EDWIN CREE	ADDRESS	1412 6TH ST	DESCRIPTION	COMPLETE THE BRICK BULKHEAD FACADE ALONG 6TH ST. FROM 1412-1428 SIXTH ST.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	68.50	1.40	50.00	0.00	0.00	0.00	0.00	1.00	0.00	5,000.00	275.90

ISSUE DATE:	11/14/2018	PERMIT NO	BL-2018-11-13109	NAME	VISION ROOF SERVICES	ADDRESS	85171 BAGDAD AVE	DESCRIPTION	REROOF 2,240 SQ. FT. TRI-PLEX WITH CRRC APPROVED PRODUCT.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
112.00	0.00	0.00	0.00	0.00	0.94	0.00	0.00	0.00	0.00	0.00	1.00	0.00	7,200.00	113.94

ISSUE DATE:	11/29/2018	PERMIT NO	BL-2018-11-13110	NAME	EMMANUEL MARTINEZ	ADDRESS	48402 CAMINO REAL	DESCRIPTION	SWIMMING POOL REAR YARD 18' X 21' PLUS DECKING AND COPING. MINOR VARIANCE FROM					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
571.00	0.00	0.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	25,000.00	882.00

ISSUE DATE:	11/29/2018	PERMIT NO	BL-2018-11-13111	NAME	GREGORIO SANDOVAL	ADDRESS	83458 PUERTO ESCONDIDO	DESCRIPTION	PATIO COVER REAR YARD 44' X 14.'					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	133.00	0.65	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5,000.00	283.65

ISSUE DATE:	11/29/2018	PERMIT NO	BL-2018-11-13112	NAME	ALBERTO DAZA	ADDRESS	85505 NAPOLI LN	DESCRIPTION	REPLACE WINDOWS (EXISTING LOCATIONS) FOR NEW WINDOWS AS PER ATTACHED PLANS.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	68.50	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	500.00	225.00

ISSUE DATE:		PERMIT NO	BL-2018-11-13113	NAME	ALBERTO DAZA	ADDRESS	85505 NAPOLI LN	DESCRIPTION	REROOF EXISTING SFD ____ SQ. FT.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
112.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	500.00	113.00

ISSUE DATE:	12/3/2018	PERMIT NO	BL-2018-11-13114	NAME	SHERRY RODRIGUEZ	ADDRESS	85925 AVENIDA RAYLYNN	DESCRIPTION	24' X 12' CONCRETE SLAB IN FRONT SIDE YARD- NOT A DRIVEWAY.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	576.00	

ISSUE DATE:	11/29/2018	PERMIT NO	BL-2018-11-13115	NAME	ROSA RODRIGUEZ	ADDRESS	84550 VERA CRUZ	DESCRIPTION	ADDITION IN REAR YARD IS AS-BUILT. 435 \$ THIS NEW PERMIT IS CREDITED THE \$120 I					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
227.00	0.00	0.00	0.00	288.00	0.57	0.00	0.00	0.00	0.00	0.00	1.00	0.00	4,320.00	

ISSUE DATE:	11/29/2018	PERMIT NO	BL-2018-11-13117	NAME	DESERT CONCEPTS CONSTRUCTION	ADDRESS	1390 7TH ST	DESCRIPTION	RETAINING WALL- REPAIR EXISTING WITH MATERIAL- 75 LIN. FT. 4 FT. HEIGHT					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	90.00	1.40	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5,000.00	

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ITEM 12.b.

**BUILDING ACTIVITY REPORT**  
From 11/1/2018 to 11/30/2018

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ITEM 12.b

ISSUE DATE:	PERMIT NO	BL-2018-11-13118	NAME	DANIEL OLIVAS CARRILLO	ADDRESS	84328 RHAPIS CT	DESCRIPTION	BLOCK WALL REAR AND SIDE YARDS 220 L MORE THAN 6' HEIGHT. AND (3) COLUMNS						
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	
155.00	0.00	0.00	0.00	90.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3,000.00	
<hr/>														
ISSUE DATE:	PERMIT NO	BL-2018-11-13121	NAME	MARIA DUENAS DE G	ADDRESS	85383 HEATHER LN	DESCRIPTION	CEMENT SIDE AND REAR YARDS. 647 SQ. F						
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,294.00	
<hr/>														
ISSUE DATE:	PERMIT NO	BL-2018-11-13123	NAME	INNOVATIVE SIGNS	ADDRESS	49405 GRAPEFRUIT BLVD	DESCRIPTION	"JC'S BURGER AND GRILL" (2) 45"X45" CIRC SIGN, (1) MONUMENT SIGN, EXISTING, JUST						
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
224.00	0.00	0.00	0.00	209.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,800.00	434.00
<hr/>														
ISSUE DATE:	PERMIT NO	BL-2018-11-13127	NAME	SECURITY VAULT WORKS, LLC	ADDRESS	50249 HARRISON	DESCRIPTION	REPLACE EXISTING "BANK OF AMERICA" ATM/ DRIVE UP KIOSK IN EXISTING LOCATION.						
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
571.00	0.00	0.00	0.00	484.00	7.84	0.00	0.00	0.00	0.00	0.00	2.00	0.00	28,000.00	1,064.84
<hr/>														
ISSUE DATE:	PERMIT NO	BL-2018-11-13130	NAME	ASCENCION PEREZ	ADDRESS	53946 CALLE SANBORN	DESCRIPTION	RUN GAS LINE FOR FIRE PIT IN REAR YARD AND ADD (4) LIGHTS AND (1) CEILING FAN TO EXISTING						
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
0.00	310.00	0.00	112.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	500.00	423.00
<hr/>														
GRAND TOTAL														
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
9,826.00	310.00	0.00	112.00	6,282.50	50.04	2,829.26	1,103.31	932.00	0.00	0.00	39.00	0.00	506,975.00	21,484.11

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INSPECTIONS

General

FINAL SFD

FINAL MFD

FINAL COMM

FINAL MISC

FINAL SOLAR

CODE

11, 11, 14, 15, 10, 1, 9, 10  
14, 8, 11, 7, 8, 3, 11

2, 2, 1, 1, 1, 4, 3, 1, 1, 3, 1  
3

1

City of Coachella Building Activity Report  
DECEMBER 2018

ITEM 12.b.

Permits	Current Month	Past Month	This Month Last Year	This Year to Date	Last Year to Date
Res. Solar Panels	0	1	0	8	49
Misc. Building Permits	11	26	16	198	481
Residential Additions	1	4	0	15	19
Single Family Dwellings	0	0	0	1	28
Commercial Bldgs.	0	0	1	14	9
Commercial Ten. Impro'	1	1	0	15	20
Multi- Family Units	0	0	0	0	80
Plan Check	9	23	1	220	347
<b>TOTALS</b>	<b>22</b>	<b>55</b>	<b>18</b>	<b>471</b>	<b>1033</b>

**Revenue Fees**

Building Fees	\$6,932.00	\$9,826.00	\$4,932.00	\$117,632.41	\$274,582.53
Dev. Impact Fees	\$0.00	\$0.00	\$0.00	\$965,469.92	\$267,803.05
Sewer & Water Fees	\$1,287.20	\$1,103.31	\$0.00	\$1,084,235.66	\$1,111,499.15
Misc. (TUMF, MSF, FIRE)	\$0.00	\$932.00	\$0.00	\$279,760.80	\$521,332.40
Plan Check	\$2,371.50	\$6,282.50	\$1,745.00	\$115,255.30	\$126,136.85
Cert of Occupancy	\$0.00	\$0.00	\$0.00	\$2,304.00	\$32,256.00
SB1473	\$15.00	\$39.00	\$15.00	\$1,550.50	\$1,408.00
<b>TOTALS</b>	<b>\$10,605.70</b>	<b>\$18,182.81</b>	<b>\$6,692.00</b>	<b>\$2,566,208.59</b>	<b>\$2,335,017.98</b>

1% Construction Tax	\$1,140.00	\$2,829.26	\$50.00	\$252,764.81	\$223,683.61
Strong Motion Instr.	\$32.81	\$50.04	\$11.10	\$6,995.13	\$4,425.08
<b>TOTALS</b>	<b>\$1,172.81</b>	<b>\$2,879.30</b>	<b>\$61.10</b>	<b>\$259,759.94</b>	<b>\$228,108.69</b>

<b>Valuations</b>	<b>\$167,310.00</b>	<b>\$506,975.00</b>	<b>\$222,851.00</b>	<b>\$44,838,385.19</b>	<b>\$33,535,130.99</b>
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**Inspections**

General	112	121	173	1627	2161
Final Single Family	0	0	16	35	47
Final Multi Family	0	0	0	50	0
Final Commercial	1	0	1	3	1
Final Miscellaneous	27	22	9	365	219
Final Solar	1	0	0	9	55
Code Enforcement Insp.	2	1	2	42	34
<b>TOTALS</b>	<b>143</b>	<b>144</b>	<b>201</b>	<b>2131</b>	<b>2517</b>

TOTAL DWELLING UNITS IN THE CITY OF COACHELLA

8607

Approved by:

\_\_\_\_\_  
Brian Gumpert  
Deputy Building Official



**BUILDING ACTIVITY REPORT**  
From 12/1/2018 to 12/31/2018

ISSUE DATE:		PERMIT NO	BL-2018-11-13119	NAME	EZ SIGNS	ADDRESS	50057 HARRISON ST	DESCRIPTION	REPLACE EXISTING MONUMENT SIGNAGE. THE MONUMENT SIGN SHALL BE THE SAME EXISTING-					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
224.00	0.00	0.00	0.00	209.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	5,500.00	434.00
ISSUE DATE:		PERMIT NO	BL-2018-11-13122	NAME	TACOS PERICOS	ADDRESS	84705 AVENUE 50 SUITE 1	DESCRIPTION	"TACOS PERICOS" ADDITIONAL SEWER IMPACT FOR ONE ADDITIONAL FLOOR DRAIN. MODIFICATION TO					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
0.00	0.00	0.00	0.00	0.00	0.00	0.00	367.77	0.00	0.00	0.00	0.00	0.00	0.00	367.77
ISSUE DATE:		PERMIT NO	BL-2018-11-13128	NAME	PSR WEST COAST BUILDERS	ADDRESS	49211 GRAPEFRUIT BLVD	DESCRIPTION	TENANT IMPROVEMENT "ACE HARDWARE" 12700 SQ. FT. ASSESSED SEWER IMPACT FOR NEW					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
1,671.00	0.00	0.00	0.00	1,007.00	28.00	1,000.00	919.43	0.00	0.00	0.00	4.00	0.00	100,000.00	4,629.43
ISSUE DATE:		PERMIT NO	BL-2018-11-13129	NAME	YESENIA MARTINEZ	ADDRESS	84318 NORTH SIENNA CIR	DESCRIPTION	DEMOLISH EXISTING BLOCK WALL PORTION AT BOTH FRONT SIDE YARDS AND REPLACE WITH					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1,700.00	150.00
ISSUE DATE:		PERMIT NO	BL-2018-11-13132	NAME	HILARIA RANGEL	ADDRESS	50442 KENMORE ST S	DESCRIPTION	REROOF 1100 SQ FT EXISTING SFD WITH CRRC APPROVED PRODUCT.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
112.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3,000.00	113.50
ISSUE DATE:		PERMIT NO	BL-2018-11-13133	NAME	MARIA ELENA ESTRADA	ADDRESS	52080 AMARONE CIR	DESCRIPTION	CONCRETE SIDE YARD AND A 6' OBSCURED METAL GATE WITH 6' TALL PILASTERS					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	90.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	300.00	246.50
ISSUE DATE:		PERMIT NO	BL-2018-11-13134	NAME	VICTOR CABRERA	ADDRESS	84591 CALLE DIEGO	DESCRIPTION	PATIO COVER REAR YARD 10.5' X 10.5'					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	133.00	0.50	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3,000.00	
ISSUE DATE:		PERMIT NO	BL-2018-12-13135	NAME	JOSUE ANGULO	ADDRESS	84361 KING CT	DESCRIPTION	INSTALL A 8' WOODEN GATE AND DOOR AS APPROVED SITE PLAN.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	
ISSUE DATE:		PERMIT NO	BL-2018-12-13147	NAME	BLANCA SANTILLAN	ADDRESS	52426 DOS PALMAS	DESCRIPTION	ATTACHED ADDITON TO EXISTING SFD 434 REAR YARD CONSISTING OF NEW DEN, BE					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
347.00	0.00	0.00	0.00	288.00	1.30	100.00	0.00	0.00	0.00	0.00	1.00	0.00	10,000.00	

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ITEM 12.b.

**BUILDING ACTIVITY REPORT**  
From 12/1/2018 to 12/31/2018

ITEM 12.6

ISSUE DATE:	12/5/2018	PERMIT NO	BL-2018-12-13149	NAME	OLGA LOPEZ	ADDRESS	84508 VERMOUTH DR	DESCRIPTION	CONSTRUCT REAR YARD ATTACHED PATIO 15' X 12.5'				
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION
149.00	0.00	0.00	0.00	133.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3,000.00

ISSUE DATE:		PERMIT NO	BL-2018-12-13150	NAME	CROWN CASTLE A&E	ADDRESS	51335 HARRISON ST	DESCRIPTION	TELECOMM ANTENNA				
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION
3,433.00	0.00	0.00	0.00	310.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	25,000.00

ISSUE DATE:		PERMIT NO	BL-2018-12-13159	NAME	MARCELO MORALES	ADDRESS	84801 AVENUE 48	DESCRIPTION	FACADE RENOVATION, HANDICAP RAMP PL. ENTRY DOOR AS PER ATTACHED APPROVED					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
155.00	0.00	0.00	0.00	68.50	1.12	40.00	0.00	0.00	0.00	0.00	1.00	0.00	5,000.00	265.62

ISSUE DATE:		PERMIT NO	BL-2018-12-13160	NAME	CESAR GARCIA	ADDRESS	84623 LAS LUNAS AVE	DESCRIPTION	BLOCK WALL WITH IRON COMBINATION FENCE AND (9) PILASTERS NO MORE THAN 6' TALL.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	133.00	0.89	0.00	0.00	0.00	0.00	0.00	1.00	0.00	6,800.00	283.89

ISSUE DATE:		PERMIT NO	BL-2018-12-13161	NAME	EDDIE JIMENEZ	ADDRESS	48575 CAMINO LAS BRISAS	DESCRIPTION	CONCRETE PATIO AND DRIVEWAY EXTENSION 1755 SQ. FT. SIDE YARDS, REAR YARD AND FRONT YARD.					
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
149.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	3,510.00	150.00

GRAND TOTAL														
BLDG	ELEC	MECH	PLUMB	PLAN CHECK	SMI	1% CONST	SEW & WAT	MISC	C OF 0	DEV IMPACT	GREEN	MULTI	VALUATION	TOTAL
6,932.00	0.00	0.00	0.00	2,371.50	32.81	1,140.00	1,287.20	0.00	0.00	0.00	15.00	0.00	167,310.00	11,778.51

General                      F SFD                      F MFD                      F COMM                      F MISC                      F SOLAR                      CODE  
 19, 27, 9, 5, 7, 7, 11, 5, 8, 6, 8                      1                      3, 1, 1, 3, 3, 3, 2                      1                      1, 1


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**CODE ENFORCEMENT,  
ANIMAL CONTROL &  
GRAFFITI DEPARTMENT  
QUARTERLY REPORTS**

**OCT. 1, 2018 – DEC. 31, 2018**

Prepared by: R. Rosales 

# ITEM 12.b.

## 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 10/01/2018 To 12/31/2018	From To	From To

### CE Totals

### CE Cases by Employee

Employee	Total	Closed Cases	Open Cases
<b>Totals</b>	<b>165</b>	<b>128</b>	<b>37</b>

### CE Cases by Violation

Violation	Total Violations	Closed Violations	Open Violations
	1	0	1
10.20.010(18)Abandoned/Inoperable/Dismantled vehicle(s).	10	6	4
12.16.030 - Permit required/CURB CUTS AND DRIVEWAYS	0	0	0
13.03.044 Wasting water prohibited.	0	0	0
13.03.208 - Access to water meter.	2	2	0
13.03.306 Expiration or Extension of Permit	0	0	0
15.04.020 (A) Concrete Flat Work, Shades & Storage Containers	8	5	3
15.44.010 Building Numbering/Required	1	0	1
15.60.010 Building Permit Required	11	2	9
15.60.050 - Substandard buildings and housing.	2	1	1
15.66.010 Seismic Hazard Mitigation	0	0	0
17.16.020 - Permitted uses.	1	1	0
17.48.020 Display of merchandised out of doors.	0	0	0
17.54.010 (N)(2) Parking and Storage in Residential Zones.	10	10	0
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	1	0	1
17.58.010 - Home occupations	0	0	0
17.60.010 (F)(4) Accessory structures	0	0	0
17.60.010 (G) - Trailers Outside Camps	1	0	1
17.60.010 - Property development standards. (Fence)	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

# ITEM 12.b.

17.84 Medical Cannabis Dispensaries. 17.84.030 - Prohibited activities.	0	0	0
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	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	3	1	2
3.10.010 (D)(13) Offensive Odors	5	4	1
3.10.010 (D)(15) Hazardous Substances and Waste	1	1	0
3.10.010 (D)(18)	0	0	0
3.10.010 (D)(19)	1	0	1
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	9	2	7
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	0	0	0
3.10.010 (D)(36) Signs	0	0	0
3.10.010 (D)(44)Public Nuisances/Rubbish, Refuse and Dirt	10	3	7
3.10.010 (D)(8) -Maintenance of Private Driveways	0	0	0
3.10.010(35) Water Disp[osal	0	0	0
3.10.010(D)(11)-Sewage.	0	0	0
3.10.010(D)(15)-Hazardous Substances and Waste.	0	0	0
3.10.010(D)(16)-Visibility Hazard.	0	0	0
3.10.010(D)(19)-Visual Blight	9	3	6
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

# ITEM 12.b.

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.	0	0	0
3.10.010(D)(42)-State Housing Law.	0	0	0
3.10.010(D)(43)-Weed Abatement.	0	0	0
3.10.010(D)(6)Parking on Yard Off Driveway	0	0	0
3.10.010(D)(7) Occupied Vehicles	0	0	0
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	0	2
8.60 - REGISTRATION AND MAINTENANCE OF ABANDONED PROPERTIES	0	0	0
8.60.040 Registration of Abandoned Property	1	0	1
8.60.050 - Abandoned Property Maintenance requirements.	0	0	0
8.64.050 - Vacant Property Maintenance Requirements	0	0	0
Abandoned/Inoperable/Dismantled vehicle(s)	0	0	0
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	5	4	1
Illegal Dumping	2	2	0
Illegal, Nonconform. Building or Structure(s)	16	6	10
Manner of Parking /Parallel Parking	0	0	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	1	0	1
NFPA 13-4-2.5.1 Automatic Fire Sprinklers Systems,(c) 18" clearance below heads	0	0	0

# ITEM 12.b.

Parking on yard/off driveway	94	87	7
Parking Requirements/General Provisions	0	0	0
Parking Requirements/Surface of Parking Area	1	0	1
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	1	1	0
Property Development Standards/Maintenance	0	0	0
Public Nuisances / Animals	5	5	0
Public Nuisances / Attractive Nuisances	7	2	5
Public Nuisances / Fire Hazard	10	3	7
Public Nuisances / Landscaping	1	0	1
Public Nuisances / Trees and Shrubs	10	8	2
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	0	0	0
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	1	1	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

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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	2	0	2
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	1	1	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	1	0	1
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	2	0	2
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	10	6	4
<b>Totals</b>	<b>267</b>	<b>168</b>	<b>99</b>



**County of Riverside**  
**Department of Animal Services**  
**Coachella City Quarterly Report for December 2018 Field Service**

Field Services Impound Statistics	Dec-18	QTR 10/1/2018 - 12/31/2018)
<b>Total Canines Impounded</b>	<b>33</b>	<b>252</b>
Owner Turn-Ins	0	2
Stray	27	214
Dead on Arrival	6	36
<b>Total Felines Impounded</b>	<b>13</b>	<b>188</b>
Owner Turn-Ins	0	0
Stray	1	155
Dead on Arrival	12	33
<b>Total Other Animals Impounded</b>	<b>4</b>	<b>17</b>
Owner Turn-Ins	0	0
Stray	3	14
Dead on Arrival	1	3

Field Services Activities	Dec-18	QTR 10/1/2018 - 12/31/2018)
<b>Number of Requests for Service</b>	<b>121</b>	<b>782</b>
<b>Number of Animal Bite Calls</b>	<b>4</b>	<b>23</b>
<b>Number of sick/injured animal calls</b>	<b>11</b>	<b>67</b>
<b>Vicious Animal (imminent danger)</b>	<b>3</b>	<b>38</b>
<b>Cruelty/Neglect Calls</b>	<b>4</b>	<b>44</b>
<b>Total Citations</b>	<b>6</b>	<b>47</b>
<b>Total Licenses</b>	<b>40</b>	<b>407</b>
<b>Number of Nuisance animal Complaints</b>	<b>1</b>	<b>1</b>





**City of Coachella  
Development Status Report  
December, 2018**



**Prepared By  
Development Services Department**

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# City of Coachella Development Status Report

December, 2018

ITEM 12.b.

	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	AR EA	14-02 14-03	<u>Double Date Packing Facility</u> Construct new 35,500 sq. ft. date packing facility	86301 Industrial Way APN 763-131-061	Steven Gilfenbain 9777 Wilshire Blvd., #900 Beverly Hills, CA. 90212 (310) 651-2591	PC approved 12/17/14 1 <sup>st</sup> Phase Complete
	AR	14-03	<u>Tierra Bonita</u> Construct 45 SF Homes within Tract 31158	NE corner of Frederick St and Ave. 53	CV Housing Coalition 45701 Monroe Street Indio, CA. 92201 (760) 347-3157	PC approved 11/19/14  Final Phase Under Construction
	AR	15-09	<u>Tierra Bonita – Phase 2</u> Construction of 39 single family dwellings	NE corner Frederick Street and Avenue 53	CV Housing Coalition 45701 Monroe Street Indio, CA. 92201 (760) 347-3157	PC approved 10/21/15  Final Phase Under Construction
	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 <sup>st</sup> Phase Complete (Off-site improvements pending)
	AR	16-16	<u>County Dept. Public Social Services Bldg.</u> Construction of new 30,000 sq. ft. office building with parking lot.	51258 Harrison St.	Capital Partners Development Co. LLC 2890 Kilgore Road, Suite 175 Rancho Cordova, CA. 95670 (916) 834-4774	PC Approved 2/15/17 Under Construction
	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

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	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	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 Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 11/15/17 CC Approved 1/17/18
	AR	17-13 (Admin)	<u>Alicia Perez</u> To construct new single family home and date grove on 7.08 acres	89100 Ave 52	Alicia Perez P O Box 629 Thermal CA 92274 (760)296-5580	Director Approval 5/14/18
	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 Bl Ste 14 Westlake Village CA 91361 (213)321-9689	PC Approved 10/17/18
	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	Pending
	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	Pending
	AR	18-11	<u>Pueblo Viejo Plaza</u> Construct 2 restaurants and retail center	Northwest corner of 9 <sup>th</sup> St. and Grapefruit Blvd.	Pedro Padilla 49305 Grapefruit Blvd Coachella, CA. 92236 (760) 972-2441	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 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 &amp; Status</i>
	CUP EA DA	265 15-07	<u>Cultivation Technologies</u> To develop a 111,000 sq. ft. multi-tenant medical cannabis cultivation facility.	84-811 Avenue 48	Richard O'Connor Cultivation Technologies, Inc. 3 Park Plaza, Suite 490 Irvine, CA. 92614 (888) 851-9802	PC Approved 7/6/16 CC Approved (DA) 7-27-1  PC Approved Mod.-12/19/19
	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
	CUP AR TTM EA	267 16-05 37088 16-02	<u>Ravella - To develop 20 acres</u> Planned Development with a service station on 5 acres of Neighborhood Commercial center, and 115 residences on 15 acres.	NW Corner of Avenue 50 & Calhoun Street	Tower Energy Group 1983 W. 190 <sup>th</sup> St., Ste. 100 Torrance, CA. 90504 (310) 535-8000	P.C. Approved 6/15/16 CC Approved 7/13/16 1 <sup>st</sup> Phase completed.
	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 reduced street frontage.	84-775 Avenue 48	Jesus Gonzalez Coachella Grow Association P O Box 1144 Coachella, CA 92236 (760) 766-6233	PC Approved 9/21/16 CC Approved 10/12/16 <b>Time Extension – 10/12/19</b>
	CUP	273	<u>Our Lady Of Soledad</u> To construct a new 21,029 sq. ft. church and future 11,870 sq. ft. social hall in the C-G and R-M zone.	52-980 Harrison Street	<u>Diocese of San Bernardino</u> 1201 E. Highland Ave. San Bernardino CA 92404 (909) 475-5052	PC Approved 11/16/16 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 &amp; Status</i>
	CUP AR	275 16-14	<u>Mosque &amp; 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  In Plan Check
	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)45-8075	PC Approved 12/21/16 CC Approved 02/08/17  Under Construction
	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  In Plan Check
	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
	CUP AR	287 17-10	<u>Kingdom Hall of JW</u> To construct a new 3,100 sf religious assembly building and parking lot on 1.77 acres	East side of Enterprise Way north of Ave 54	James Humbert 521 Imperial Dr Escondido CA 92026 (917)246-8486	PC Approved 8/30/17  In Plan Check
	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  In Plan Check

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	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	CUP AR	289 17-11	<u>Coachella Brands</u> To construct a new 91,948 sf cannabis cultivation facility in the MW zone.	84-805 Ave. 48	<u>Richard O'Connor</u> 2 Curie Ct Rancho Mirage CA 92270 (760)409-6464	AR Approved 8/30/17 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
	CUP AR DA VAR	280 (Mod) 17-04 (Mod) 18-05	<u>Coachella Research Park #2</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 Hearing 11/28/18
	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
	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

# City of Coachella Development Status Report

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<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
CUP	291	<u>Mobilitie</u> To install a wireless communications pole in the street right-of-way	East side of Jackson St, south of Ave 48	Robert Lewis Mobilitie 2955 Red Hill Ave Ste 200 Costa Mesa CA 92626-1205 (951)212-5825	PC Approved 12/21/17
CUP	180 (Mod #2)	<u>Love's Country Store</u> To allow a new truck parking lot north of Love's Country Store	West side of Dillon Rd, north of Vista Del Norte	Aaron Oliver 10601 N. Pennsylvania Ave Oklahoma City OK 73120 (559)688-5263	PC Approved 12/21/17
CUP	180 (Mod #3)	<u>Love's Country Store</u> To allow a 900 sf addition to existing auto repair facility	NS Corner of Dillon Rd and Vista Del Norte	Lonnie Spicer HFA 1705 S. Walton Bl Ste 3 Bentonville AR 72712 (479)273-7780 ext. 299	PC Approved 12/21/17
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>CannTech Campus</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 (Coachella Herb Plantation) 84-801 Ave. 48 Coachella CA 92236 (760)699-1332	PC Approved 11/28/17  Interim Use in Plan Check
CUP	294	<u>Chelsea Mixed Use Project</u> To establish "PD" land use regulations and development	East side of Harrison Street, north of 6 <sup>th</sup> St	Walter Heiberg Chelsea Investment Corp 6339 Paseo Del Lago	PC Approved 12/21/17 CC Approved 11/29/18

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# City of Coachella Development Status Report

December, 2018

ITEM 12.b.

	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
			standards for TOD project		Carlsbad CA 92011 (760)456-6000	
	CUP	295	<u>Tacos El Viejon</u> To allow the an on-sale beer and wine license at an existing 1,350 sf restaurant in the CG zone.	51-697 Harrison St	Diana Meza 51-697 Harrison St Coachella CA 92236 (760)397-9732	PC Approved 4/18/18
	CUP CZ DA CUP	296 18-01 (1 <sup>st</sup> Amend.) 312 (New)	<u>The Lighthouse</u> To allow a 3,250 sf retail cannabis micro-business in the CG-RC zone.	84-160 Avenue 48	Glenroy Coachella, LLC c/o RP Properties 18-01 S. La Cienega Blvd Suite 301 Los Angeles, CA 90035 (310)207-6990	PC Approved 3/13/18 CC Approved 4/25/18
	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
	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 on 10 acres of land at	53-800 Polk St.	Peter Solomon 53-800 Polk St Coachella CA 92236 (760)895-2621	PC Approved 11/7/18
	CUP	301	<u>AT &amp; 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



# City of Coachella Development Status Report

December, 2018

	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	CUP	302	<u>AT &amp; 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	Nick Meza 50-580 Calle Mendoza Coachella CA 92236	Pending
	CUP AR EA TPM	313 18-13 18-06 37670	<u>Luxor Luxury RV Storage</u> To develop an 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	Pending
	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	Pending
	CZ	17-03	<u>CP Coachella DPSS</u> To change the zoning from C-G to CG-PD on 6.3 acres for a transit-oriented development	East side of Harrison Street, north of 6 <sup>th</sup> St	John Buckel 2890 Kilgore Rd Suite 175 Rancho Cordova CA 95670	PC Approved 11/15/17 CC Approved 11/29/17  Under Construction
	TPM EA	34368 08-01	<u>38 Industrial lots</u> 50.44 gross acres	W of Harrison E of RR S of Ave 48	A. Galstian Trust 106 West Broadway Suite 950 Glendale CA (818) 956-7999 (818) 244-2044 FAX	PC approved 3/19/08 CC approved 4/9/08 <b>SB1185 Ext to 4//9/11</b> <b>AB 333 Ext to 4/9/13</b> <b>AB 208 Ext to 4/9/15</b> <b>AB116 Ext to 4/9/17</b> PC Extended to 4/9/19

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# City of Coachella Development Status Report

December, 2018

ITEM 12.b.

	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	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 <b><i>SB1185 Ext to 9/12/10</i></b> <b><i>AB333 Ext to 9/12/12</i></b> <b><i>AB208 Ext to 9/12/14</i></b> <b><i>AB116 Ext. to 9/12/16</i></b> <b><i>1 Yr. Ext. to 9/12/17</i></b> <b><i>1 Yr. Ext. to 9/12/18</i></b> PC Extended to 9/12/19
	TTM EA	32478 04-09	232 SF Units Subdivision Revised Plan 212 SF Units Subdivision <u>Brandenburg &amp; Butters</u>	N of Ave 54, between Fillmore & Polk Street	Brookfield CA Land Holding, LLC 1522 Brookhollow Drive, Suite 1 Santa Ana, CA 92705 (714) 979-2456	PC approved 9/15/04 CC approved 4/26/06 1 yr ext to 4/26/09 <b><i>SB1185 Ext to 4/26/10</i></b> <b><i>AB 333 Ext to 4/26/12</i></b> <b><i>AB 208 Ext to 4/26/14</i></b> <b><i>AB116 Ext to 4/26/16</i></b> <b><i>1 Yr. Ext. to 4/26/17</i></b> <b><i>1 Yr. Ext. to 4/26/18</i></b>
	TTM AR EA CUP CZ	33556 05-24 05-14 210 05-05	<u>Eagle Falls</u> 295 SF Units Subdivision Acreage: 90+ acres	N of I10 W of Harrison APN 601-400-001	Eagle Falls Partners LTD Partnership 7785 W Sahara Ave 100 Las Vegas, NV. 89117	PC approved 10/18/06 CC approved 11/29/06 <b><i>CC approved time extension to 11/29/16</i></b> <b><i>1 Yr. Ext. to 11/29/17</i></b> <b><i>1 Yr. Ext. to 11/29/18</i></b>

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# City of Coachella Development Status Report

December, 2018

	<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
	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 <b><i>SB1185 Ext to 5/28/11</i></b> <b><i>AB 333 Ext to 5/28/13</i></b> <b><i>AB 208 Ext to 5/28/15</i></b> <b><i>AB116 Ext to 5/28/17</i></b> <b><i>1 yr. Ext. to 5/28/18</i></b> <b><i>2<sup>nd</sup> yr. Ext to 5/28/19</i></b>
	TTM	36555	<u>La Obra (Prado Ph. 2)</u> 107 lot SFR lots on 27 acres.	Northside of Ave. 51 between Van Buren & Chiapas Dr.	Sunwood Prado LLC 9740 Appaloosa Road, Suite 130 San Diego, CA. 92131 (619) 573-1805	PC scheduled 7/16/14 PC approved 9/03/2014 CC approved 9/24/2014 <b><i>1 Yr. Ext. to 9/24/17</i></b> <b><i>1 Yr. Ext. to 9/24/18</i></b> <b><i>1 Yr. Ext to 9/24/19</i></b>
	TTM	36757	<u>Rancho Las Flores Ph. 2</u> 124 lot SFR lots on 31 acres	Northeast corner of Ave 49 and Van Buren St.	Glenroy Coachella, LLC 9601 Wilshire Blvd. #260 Beverly Hills, CA. 90210 (310) 461-3232	PC denied 07/16/2014 CC approved 10/08/2014 <b><i>1 Yr. Ext. to 10/08/17</i></b> <b><i>1 Yr. Ext. to 10/08/18</i></b> PC Extended to 10/08/19
	SP GPA CZ EA TTM	14-01 14-01 14-01 14-04	<u>Vista del Agua Specific Plan</u> 280-acre subdivision with single-family residential, multi-family residential and commercial development.	S of Vista del Sur N of Ave. 48, E of Tyler St., W of Polk Street	James Kozak Strategic Land Partners, LP 12671 High Bluff Dr., Suite 150 San Diego, Ca. 92130	Draft EIR – In Public Review

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# City of Coachella Development Status Report

December, 2018

ITEM 12.b.

<i>Case</i>	<i>No.</i>	<i>Name /Description</i>	<i>Location</i>	<i>Contact Person</i>	<i>Approval Date &amp; Status</i>
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
VAR (Minor)	18-03	Two ft. reduction of required rear yard setback for proposed dining room addition.	83713 Nicklecreek Dr.	Alfredo Montenegro 83713 Nicklecreek Dr Coachella CA 92236 (760)625-9491	Director Approved 6/13/18 In plan check

*City of Coachella*  
*Development Status Report*  
**December, 2018**

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, 2010 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, 2011

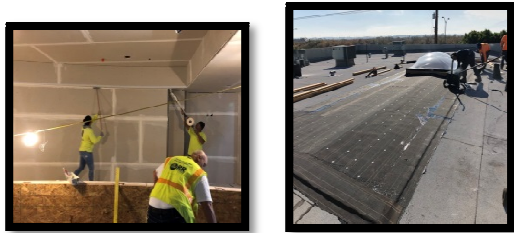


## ENGINEERING:

Capital Improvement Projects  
Quarterly Report  
January 15, 2019

### **F-28 Permit Center**

Completing the perimeter walkway, the project is about 65% complete. The drywall has been prepped and ready for texture. Contractor continues to install duct work, sealant, insulation, electrical circuits, homeruns, overhead lights, and T-bar ceiling.

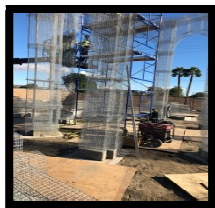


### **F-31 Senior Center Expansion**

Project continues to be in design with ProWest Contractors.

### **P-25 Northeast Corner of Cesar Chavez and Sixth Street**

Contractor installed the wire structures to form the full exhibit. Landscape and irrigation improvements continue.



### **ST-66 Safe Routes to School—Federal Cycle 3**

Project is complete.



### **ST-67 Ave 50/I-10 Interchange**

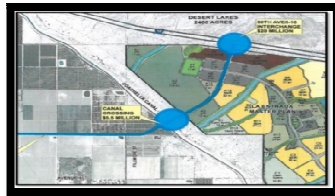
Project meetings continue with CalTrans Management to review the Interchange Grading and finalize plans for construction.



# ITEM 12.b.

## ST-69 Ave 50 Bridge Over Whitewater Channel / ST-81 New Interchange @ Avenue 50 and 86 South Expressway

Project meeting with CalTrans to review technical studies and environmental progress on the project continues.



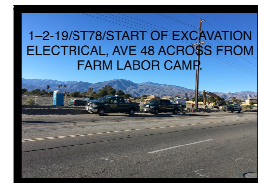
## ST-77 Street Pavement Rehabilitation Phase 14 18/19

Project is complete.



## ST-78 Avenue 48 Widening Project (Jackson—Van Buren)

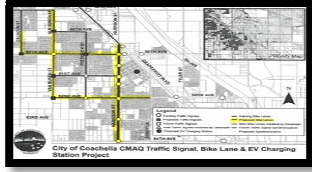
Construction has started.



## ST-84 Class 2 Bike Lanes Along Harrison (Green Lanes)

Plans and Specifications are being revised anticipated date of bid advertisement February 2019.





**ST-86 CalTrans ATP 1**  
Project is complete.



**ST-93 Avenue 50 Widening Project (Calhoun to Harrison)**

City staff received environmental study and drainage study, in process for review.

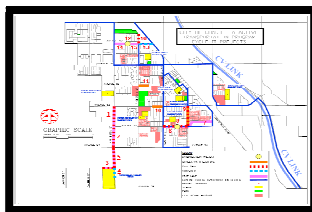


**ST-98 Avenue 50 Extension PS&E (All American Canal to I-10 Interchange)**

Engineering Staff continues to wait for responses to the offers of acquisitions; Right-of-way acquisitions under negotiations with five property owners located west of the All American Canal. Bureau of Reclamation (BOR) has approved the environmental document for the work within the canal area.

**ST-100 CalTrans ATP 2**

Design Plans complete.



**ST-106 Coral Mountain School Street Signal**

The project is on hold.

**ST-110 Sidewalk Araby**

City staff met with the County to review the Plans and Specifications. City staff is working with CDBG for funding and proper documents. County has approved project to accept bids.

**Commercial Projects:**

**D.P.S.S. County Building:**

# ITEM 12.b.

Project is at 60% completion. Drywall, insulation, taping, plastering is ongoing. The roof work is 100% complete. Fire line is complete and approved by the Fire dept.

## **Glenroy Project**

Installing individual water meters for each unit. Contractor continues to install storm drain lines, sewer clean out. The building plans are under review by internal departments.

## **Tower Market**

The project continues to be on hold.

## **52130 Calle Empalme**

Owner will install a perimeter wrought iron fence. Right-of-way dedication has been recorded. An engineering final inspection is pending.

## **84705 Ave. 50 Juan Hernandez**

An engineering final inspection is pending for the entire project. Grease trap interceptor has been installed.

## **48975 Grapefruit Blvd**

Contractor was notified to correct the backflow device. Inspector has locked both water meters due to lack of compliance. Contractor has started pouring concrete from the building out towards the parking lot.

## **Tierra Bonita**

The last 13 houses were inspected and passed by the Engineering Department. Contractor will permanently patch the 4 sewer lateral connections on Calle Bernardo in December.

## **84085 Ave. 48<sup>th</sup> Coachella Brands:**

The Grading Plans have been approved and will be signed, an engineering permit has been drafted pending payment.

## **84851 Ave. 48<sup>th</sup> Del Grow:**

A final inspection for the project has been requested for one of the buildings.

## **Prado:**

Preconstruction meeting was held on Monday December 10, 2018. Grading was approved by the City to start in December.

## **Kismet:**

Grading plan approval is pending. Official preconstruction meeting, engineering permit, as well as fees are still pending.

## **Leoco Gas Station:**

This project was inspected and approved by engineering. Project is complete.

## **Gas Company:**

# ITEM 12.b.

Installation of new gas services and replacement of existing gas lines are ongoing.

**Treatment Plant Solar Panel Removal:**

Project is finished.

**Augustine Casino Clearing and Grubbing of Property:**

Project has been fenced and clearing continues.

**Chandi's Gateway Project:**

The bond release/reduction has been requested. Release is pending subject to Engineering approval.

**Our Lady of Soledad:**

Project is 50% complete. Contractor continues to lay electrical lines, low voltage, insulating the domestic water line, as well as finishing up the flushing on the structure. The contractor has imported soils to raise the parking lot pad.



Engineering Permits	Development Service Reviews	Building Permit Reviews
16	4	19



# ITEM 12.b.



CITY OF COACHELLA

1515 SIXTH STREET, COACHELLA, CALIFORNIA 92236

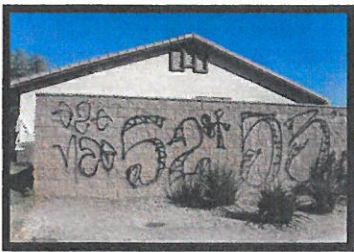
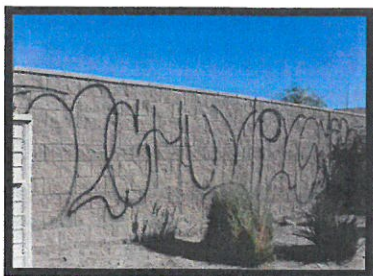
PHONE (760) 398-3502 • FAX (760) 398-8117 • WWW.COACHELLA.ORG

**Code Enforcement:**

**Graffiti Department Quarterly Report**


**October 1, 2018 to December 31, 2018**

Totals	
Gallons Used	210 gal.
5 Gallons buckets Purchased	42
Cover up/ stops	562
Pressure Washing Sq. ft.	3200 sq ft
This Graffiti artist started the beginning of September and continued for the rest of the year.	<b>“Memo” “Memo Lex”</b>







Proudly Serviced by the Riverside County Sheriff's Department 

# **POLICE DEPARTMENT QUARTERLY REPORT**

October 1, 2018 – December 31, 2018

Chief of Police – Captain M. Reynolds  
Assistant Chief of Police – Lieutenant T. Pauling

# ITEM 12.b.

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Post-Release Accountability and Compliance Team.....	Pg. 14

## Part 1 Crimes

(Data compiled by the Central Crime Analysis Unit)

<b>Crime</b>	<b>October</b>	<b>November</b>	<b>December</b>
<b>Homicide</b>	0	0	0
<b>Rape</b>	2	2	1
<b>Robbery</b>	7	4	3
<b>Assault</b>	12	12	14
<b>Burglary</b>	11	16	11
<b>Auto Theft</b>	18	26	17
<b>Larceny Theft</b>	42	60	50
<b>Total Part 1 Crimes</b>	92	120	96



## Average Response Times

Type	October	November	December
Priority 1	4.70	5.04	4.35
Priority 2	13.26	14.72	15.04
Priority 3	28.15	25.43	28.08
Priority 4	33.79	33.21	37.69

- The Coachella Police 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.

# ITEM 12.b.

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



### **BRIEF TEAM OVERVIEW**

The Coachella Police Department's Community Action Team (C.A.T.) is comprised of one Sergeant and three dedicated Police Officers. They regularly work in uniform, but are sometimes tasked to work in plain clothes and use a wide variety of undercover tactics, as well as specialized surveillance equipment.

The officers are also responsible for the City of Coachella's wide range of duties, such as crowd and traffic control at city events. The Coachella Community Action team is responsible for the upkeep of the injunction against Varrio Coachella Rifa (VCR). They use a Pro-Active Prevention approach through concentrated patrol and enforcement for specific problem areas. They use a myriad of enforcement techniques, including use of unmarked patrol vehicles and bicycles.

### **Summary of Significant Activity for Coachella Police:**

**October 25, 2018, Attempt Kidnapping:** Coachella officers received a report of an attempt kidnapping of a 14-year-old female juvenile in the 51500 block of Tyler Street in Coachella. The victim was walking in the park near her apartment when she was approach by an older Hispanic male adult. The suspect grabbed her arm and attempted to take her to his vehicle by force. The victim managed to break his grip and ran away from the suspect. Station Detectives responded and assumed the investigation. The investigation is ongoing. Y182980016.

**October 25, 2018, Armed Robbery Suspect Arrest:** Station investigators along with members of the Coachella CAT, and the La Quinta SET followed up on leads from the public, which lead to the identification and arrest of the suspect responsible for a series of armed robberies in Coachella and other communities in the valley. The suspect was taken into custody after a vehicle pursuit.

**October 26, 2018, Armed Robbery:** Coachella Officers were dispatched to the parking lot of a business on Harrison Street and Park Lane in Coachella referenced an armed robbery in the parking lot of the business. The victim was walking in the parking lot when she was approach by three suspects. One of the suspect brandished a handgun and demanded the victim's purse. The victim complied with the suspects' demands. She was not injured. Station detectives responded to the scene and assumed the investigation, Y182990046.

**October 27, 2018, DUI Arrest (with priors):** Coachella Officers conducted a traffic enforcement vehicle stop for a vehicle code violation on Van Buren St and Corte La Mirada. The driver was arrested for driving under the influence of alcohol and booked into the county jail in Indio. The arrest marked the driver's third DUI arrest in two months, Y183000009.

**October 27, 2018, Armed Robbery:** A Coachella officers were dispatched to the area of Avenida Nicole and Michelle Drive in Coachella reference an armed robbery. The victim was standing near his residence when he was approached by a Hispanic male and demanded his wallet while brandishing a handgun. The suspect fled in a vehicle after committing the robbery. CCAT officers assumed the investigation, Y183030001.

**October 27, 2018, Threats at CV High School by a Student:** Coachella officers responded to the Coachella Valley High School reference a student making threats to shoot at other students on campus. The investigation is ongoing, Y183030018.

**November 1, 2018, DUI Traffic Collision:** Coachella Officers responded to a traffic collision on Van Buren St and Moonlit Drive in Coachella. The driver of the white sedan fled the scene after he collided with a pickup truck. Officers located the suspect attempting to elude the officers. He was arrested and booked into the county jail in Indio on several charges, Y183040032.

**November 1, 2018, Street Racing Arrest:** Coachella officers witnessed several vehicles racing on Cesar Chavez Street and Avenue 48 in Coachella. One of the racers was traveling in excess of 100 MPH. The driver was stopped and arrested on reckless driving charges and operating a vehicle without a driver's license. He was booked into the county jail in Indio and his vehicle impounded, Y183040050.

**November 5, 2018, Armed Robbery:** Coachella officers responded to the 49000 block of Livistonia Court in Coachella regarding an armed robbery. The victim was walking home when he was approached by two Hispanic males and demanded his electronics while brandishing a hand gun. The victim complied with the suspect's orders. CCAT officers assumed the investigation, Y183090056.

**November 13, 2018, Search Warrant Service:** CCAT officers served a search warrant at a residence in Mecca in connection to an armed robbery in Coachella. No one was located at the suspect's residence and the investigation is ongoing, Y183030001.

# ITEM 12.b.

**December 6, 2018, Metal Theft Arrest:** Coachella officers conducted a vehicle check of a suspicious vehicle parked on Vista Del Norte and Dillon Road. The occupant was in possession of over 50-feet of cooper wire. The suspect was subsequently arrested for the theft of metals, Y183400023.

**December 17, 2018, Assault With a Deadly Weapon:** Coachella officers responded to Mi Lindo Sinaloa Sports Bar reference an assault with a deadly weapon. The victim was stabbed with a sharp object inside the business during a physical altercation with another male. Station detectives responded and assumed the investigation.

**December 18, 2018, Assault With a Deadly Weapon:** Coachella officers received multiple calls from concerned residents regarding shots fired within the Cesar Chavez Villa Apartments. Responding officers located a male juvenile suffering from non-life-threatening gunshot wounds. He was transported to a local hospital. Station detectives responded to the scene and assumed the investigation, Y183520035.

## **Coachella Valley Narcotic Task Force**

### **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, Riverside County Sheriff's Department, Coachella Police Department, La Quinta Police Department and Palm Desert Police Department.

The Mission of CVNTF is to increase public safety by significantly diminishing the availability and use of illegal drugs in the cities and adjacent un-incorporated 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:**

**Incident:** Probation Check

**Crime:** HS 11351 (Possession of Narcotics for Sale)

**Case No:** CV18-310-0002

**Area:** Palm Springs

# ITEM 12.b.

**Location:** 400 block of East Arenas Road, Palm Springs

**Date:** 11-06-2018

**Activity:** CVNTF members conducted a probation check within the 400 block of East Arenas Road, Palm Springs. Approximately 473 ml. of Promethazine with Codeine and 95 Oxycodone Hydrochloride (30 mg pills) were located. Jeremy Payne (25 years of Palm Springs) was arrested for being in possession of narcotics for sales and violation of probation. Payne was transported and booked into the Indio Jail.

**Incident:** Search Warrant

**Crime:** HS 11378 (Possession of Methamphetamine for Sale)

**Case No:** CV18-312-0001

**Area:** Palm Springs

**Location:** 4000 block of Camino Parocela, Palm Springs

**Date:** 11-08-2018

**Activity:** CVNTF members served a search warrant within the 4000 block of Camino Parocela in Palm Springs. Approximately 37 grams of methamphetamine were located. Abel Colorado (48 years of Thermal) was arrested for possession of methamphetamine. Victor Lerma (39 years of Palm Desert) was arrested for being in possession of methamphetamine for sales. Both Colorado and Lerma were booked into the Indio Jail.

**Incident:** Search Warrant

**Crime:** HS 11378 (Possession of Methamphetamine for Sale)

**Case No:** CV18-318-0001

**Area:** Cathedral City

**Location:** 31000 block of Sky Blue Water Trail, Cathedral City

**Date:** 12-04-2018

**Activity:** CVNTF members served a search warrant within the 31000 block of Sky Blue Water Trail, Cathedral City. One "Bird" scooter, believed to be stolen property, was recovered from the location. Bird Scooter company was contacted.

**Incident:** Probation Check

**Crime:** HS 11378 (Possession of Methamphetamine for Sale)

**Case No:** CV18-346-0001

**Area:** Coachella

**Location:** 83000 block of Agua Blanca, Coachella

**Date:** 12-12-2018

**Activity:** CVNTF members conducted a search warrant within the 83000 block of Agua Blanca, Coachella. Approximately 6.5 pounds of methamphetamine and 1.3 pounds of heroin were located. Over \$99,000.00 dollars in US currency of suspected drug sale proceeds were also seized. Ismael Vasquez (35 years of Coachella) was arrested for

# ITEM 12.b.

being in possession of methamphetamine and heroin for sales. Vasquez was transported and booked into the Indio Jail.

**Incident:** Search Warrant

**Crime:** HS 11378 (Possession of Methamphetamine for Sale)

**Case No:** CV18-348-0002

**Area:** Cathedral City

**Location:** 69505 Tortuga Road, Cathedral City

**Date:** 12-14-2018

**Activity:** CVNTF members served a search warrant within the 69000 block of Tortuga Road, Cathedral City. Approximately 17 grams of methamphetamine were located. Pedro Medina (38 years of Cathedral City) was arrested for being in possession of methamphetamine for sales. Medina was transported and booked into the Indio Jail.

**Incident:** Search Warrant

**Crime:** HS 11351 (Possession of Cocaine for Sale)

**Case No:** CV19-002-0001

**Area:** Coachella

**Location:** 84000 block of Julia Drive, Coachella

**Date:** 01-02-2019

**Activity:** CVNTF members served a search warrant within the 84000 block of Julia Drive, Coachella. Approximately 328 grams of cocaine and (4) semi-automatic pistols were located. Over \$20,000.00 dollars in US currency of suspected drug sale proceeds were also seized. Mauricio Martinez (19 years of Coachella) was arrested for being in possession of cocaine for sales and possession of a controlled substance while armed. Martinez was transported and booked into the Indio Jail.

<b>PRCS</b>	0
<b>Total Team Searches</b> (probation, parole, warrants, etc)	6
<b>Total Search Warrants Served</b>	4
<b>Total Probation Searches</b> (all types)	2
<b>Total Team Arrests</b> (all offenses)	9
<b>Total Probationer Arrests</b>	2
<b>H&amp;S Related Arrests</b>	6
<b>Non H&amp;S Related Arrests</b>	3
<b>Total VOPs Filed</b>	1

## 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 various federal and local law enforcement agencies. The mission of the CVVCGTF is to allocate resources from all participating agencies for the purpose of promoting safe and secure neighborhoods, free of violent crime and gang violence. Their duties include gang prevention efforts centered on intervention and education, gang suppression patrols

and operations, and complex criminal enterprise investigations. One Coachella officer is currently assigned to this team.

**Summary of Significant Activity for CVVCGTF (Deputy Matos):**

Felony Arrests:	12		Probation Searches:	68
Felony filings:	7		Parole Searches:	10
Misd. Arrests:	10		Gang Enhancements:	0
Search warrants written:	1		Narcotics recovered:	48g
Search warrants served:	2		Field Interviews:	26
Firearms Recovered:	2		Assist Other Dept.:	7

**October 9<sup>th</sup>, 2018** – TFO Matos assisted CCAT with a traffic stop at Avenue 51 and Frederick Street, Coachella. During the contact TFO Matos arrested a Varrio Nuevo Coachella gang member for violating the Varrio Coachella Rifa civil gang injunction.

**October 9<sup>th</sup>, 2018** - TFO Matos conducted a traffic stop at Date Street and Avenue 52, Coachella. Arrested was a White female adult for a possession of methamphetamine warrant and an on-view charge of possession of drug paraphernalia.

**October 24<sup>th</sup>, 2018** - CVVCGTF assisted Thermal Investigations with a series of armed robberies which occurred in the Cities of Indio, Coachella, and La Quinta. TFO Matos located the suspect’s vehicle in the City of Indio, which was a reported stolen white van. A surveillance operation was implemented for approximately two days where officers followed the suspect around the City of Indio. During the operation, the suspect, a Varrio Coachella Rifa gang member, committed an armed robbery at San Miguel restaurant in Thousand Palms. CVVCGTF and Palm Desert deputies attempted to stop the suspect vehicle as it was fleeing the scene and a vehicle pursuit ensued. The pursuit terminated in the City of Indio where the suspect was taken into custody and booked for 12 counts of armed robbery and for being a felon in possession of a firearm. A .45 caliber handgun was recovered in the suspect vehicle, along with the money taken from San Miguel.

**November 13<sup>th</sup>, 2018** - CVVCGTF assisted CCAT with the service of a search warrant at a residence in the 64200 block of Las Sonrisas, Mecca. The search warrant stemmed from a robbery incident in the city of Coachella. The search warrant was served without incident and the investigation is still on going.

**November 15<sup>th</sup>, 2018** - TFO Matos authored a search warrant for a residence in the 52100 block of Nelson Street, Coachella. During the service, a Varrio Campo gang member was found to be in possession of a loaded .22 revolver. Also located inside of the residence was additional ammunition, 17.9 grams of methamphetamine, and 7 grams of heroin. The suspect was booked into Juvenile Hall for being a minor in possession of a firearm, minor in possession of ammunition, possession of methamphetamine for sale, possession of heroin, and possession of a firearm while in possession of narcotics.

# ITEM 12.b.

**November 21<sup>st</sup>, 2018** – TFO Matos conducted a traffic stop in the area of Calhoun Street and Avenue 48. Arrested was a Hispanic female adult for possession of heroin and drug paraphernalia.

**November 29<sup>th</sup>, 2018** – TFO Matos assisted Thermal deputies with the apprehension of a vehicle suspect in the area of Avenue 54 and Van Buren Street. The suspect fled from deputies when they located him getting into a stolen vehicle at the Augustine Casino. The suspect was located hiding a short distance away and was taken into custody without incident.

**November 30<sup>th</sup>, 2018** – TFO Matos conducted a pedestrian check at Morgan Street cross of Avenue 52 on a known Varrio Coachella Rifa gang member. The subject fled the area on foot and was apprehended a short distance away. During the foot pursuit the suspect discarded two realistic fake firearms. The gang member was arrested and booked for possession of a fake firearm with the orange tip removed, possession of drug paraphernalia, resisting / delaying a peace officer, and violation of the VCR gang injunction.

**December 20<sup>th</sup>, 2018** – TFO Matos conducted a large-scale probation / parole compliance operation at multiple locations in the cities of Coachella and Indio. Assisting in the operation were Gang Task Force Regions 3, 4, and 6, La Quinta Special Enforcement Team, Coachella Community Action Team, Southern Coachella Valley Community Services District Team, Indio Police Department Street Crimes Unit, California Highway Patrol K-9 Team and State Parole. Teams conducted 36 compliance checks during the operation. The operation netted 13 arrests for various charges including probation and parole violations.

## **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 Police Department, Probation Office, the District Attorney’s Office, along with Riverside County Sheriff’s. PACT Eastern Region essentially covers the Coachella Valley.



## December 2018



### Personnel:

Sgt. Corwin de Veas	(Cathedral City PD)
TFO Jeremy Herrick	(Riverside Co. DA)
TFO Matt Olson	(Palm Springs PD)
TFO Mike McTigue	(Riverside County Sheriff - Coachella)
TFO Jasen Nielsen	(Desert Hot Springs PD)
TFO Rene Mendez	(Indio PD)
TFO Moises Barragan	(Riverside County Probation)

### Overall Statistics:

	This Month	YTD
<u>PRCS Search</u>	25	354
<u>1170 Mandatory Sup</u>	9	143
<u>Formal Search</u>	28	454
<u>Summary Search</u>	4	41
<u>Juvenile Search</u>	3	16
<u>All other prob. total</u>	35	511
<u>Total Probation Searches</u>	69	1008
<u>Parole Search</u>	4	61
<u>Search Warrant</u>	9	28
<u>PRCS Warrant Arrest</u>	5	28
<u>Non-PRCS Warrant</u>	9	129
<u>Felony Arrests</u>	20	231
<u>Misdemeanor Arrests</u>	8	125
<u>Firearms seized</u>	10	35
<u>GTA Recoveries</u>	1	11
<u>Radio Calls</u>	1	18
<u>On-Sights</u>	2	54
<u>Assist investigations</u>	12	72
<u>Assist Patrol</u>	4	107
<u>Total Assists</u>	20	267
<u>Surveillance</u>	4	9

# ITEM 12.b.

<u>Bad address</u>	6	157
<u>AOD</u>	4	88
<u>PRCS Arrests</u>	9	60
<u>ManSup Arrests</u>	2	23
<u>Arrests Other Probation</u>	7	52
<u>Parole Violations</u>	3	32
<u>Other Arrests not on Probation</u>	7	204
<u>Total Searches</u>	81	1110
<u>Total Arrests</u>	28	358
<u>PRCS Violations</u>	9	43
<u>MS Violations</u>	2	13
<u>Other Probation Violations</u>	7	43
<u>Total Probation violations</u>	18	99

Yellow highlighted areas mean the stats for 2018 totals surpassed the stats for 2017 totals. Red and yellow highlighted areas mean the stats for 2018 wear all-time highs for East P.A.C.T.

## P.A.C.T. stats by cities for December 2018:

Palm Springs	5 Searches/Compliance checks; 1 arrests
Cathedral City	16 Searches/Compliance checks; 6 arrests
Indio	26 Searches/Compliance checks; 11 arrests
DHS	4 Searches/Compliance checks; 2 arrests
La Quinta	12 Searches/Compliance checks; 1 arrests
Coachella	13 Searches/Compliance checks; 2 arrests
Moreno Valley	1 Searches/Compliance checks; 0 arrests
Perris	1 Searches/Compliance checks; 1 arrests
Riverside	1 Searches/Compliance checks; 0 arrests

## Absconder stats by city for December 2018:

Palm Springs	13 Absconders / 0 attempts
Cathedral City	6 Absconders / 0 attempts
Indio	40 Absconders / 0 attempts
Desert Hot Springs	23 Absconders / 0 attempts
La Quinta	1 Absconders / 0 attempts
Coachella	7 Absconders / 0 attempts
Thousand Palms	3 Absconders / 0 attempts

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:

1812D-0420: On 12/03/18, East P.A.C.T. assisted Desert Hot Springs Police Department with a search warrant on probationer at his residence located in the 6600 block of 4<sup>th</sup> Street, Desert Hot Springs, CA. He was wanted in connection with a shooting that occurred on 12/03/18. Officers took him into custody without incident. He was booked into Indio Juvenile Hall. P.A.C.T. officers also assisted with a subsequent parole search and a consent search at two other locations in an attempt to locate the outstanding firearm.

1812I-0554: On 12/07/18, East P.A.C.T. assisted Indio Police Department with locating and arresting the suspect who assaulted the victim with a deadly weapon and PRCS probationer, from an incident that occurred on 12/04/18. Indio Officers located and arrested the suspect without incident. The vehicle in possession of the suspect was found to be reported stolen. In the vehicle, officers located narcotics, drug sales supplies, and stolen property. He was charged with the additional crimes.



# ITEM 12.b.

East P.A.C.T. members assisted the City of Indio Street Crimes and Major Crimes Unit with several significant events/search warrants that resulted in the arrest of several subjects and recovery of several weapons and narcotics.

1812I-0946 and 1812I-0948: On December 7, 2018, Police Service Dog Mikey and Investigator Mendez assisted with the execution of two search warrants where a significant amount of narcotics were located and several thousands of dollars recovered along with several firearms.



1812I-2127: On December 13, 2018, East P.A.C.T. members assisted with surveillance of two suspects. On December 14, 2018, Indio Police Service Dog Mikey and Investigator Mendez assisted with the execution of three search warrants where several firearms were located including one shotgun. Roman Moran and Jesus De La Rosa were arrested on several armed robberies committed in the Coachella Valley. Evidence recovered connecting the suspects to the armed robberies.

# ITEM 12.b.



1812C-2609: On 12/12/18, East P.A.C.T. participated in a Gant Task Force Region 6 gang related probation sweep and search warrant execution in the Cities of Riverside, Perris, and Moreno Valley. East P.A.C.T. served a search warrant in Riverside and conducted several probation checks in Moreno Valley and Perris. East P.A.C.T. arrested Robert Montemayor for possession of ammunition and a PRCS hold.

# ITEM 12.b.



1812C-3588: On 12/17/18 East P.A.C.T. was called to assist the United States Postal Inspection Service. United States Postal Inspectors served an arrest warrant in the 69000 block of Sunny Lane in Cathedral City. Frederick Victorero (27 years old) is suspected of assaulting a US Postal worker and stealing a package from the postal carrier worker. Evidence of a marijuana honey-oil extraction-lab was located within the residence. Victorero was taken into custody for the arrest warrant and charged with 18 U.S. Code 111. Other Law Enforcement Agencies responded to the scene to participate in and complete the illegal lab operation investigation.

# ITEM 12.b.



1812C-4096: On 12/19/18 East P.A.C.T. conducted a Mandatory Supervision probation search on Javier Estrada (28 y/o) at in the 32000 block of Rancho Vista, in the city of Cathedral City. Estrada was arrested on various felonies.

# ITEM 12.b.



**Training for December 2018:**

No training this month





**Public Works Department**  
**2018 Fourth Quarter Report**

TO: Honorable Mayor and Council  
 FROM: Maritza Martinez, Public Works Director  
 DATE: January 17, 2019  
 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 capital, 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 2018 and December 2018.

	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<b><u>Streets Division</u></b>				
Illegal Dumping				11 removals
Weed/brush Abatement				15 jobs
Annual Disaster Council and Quarterly OAPC Meetings				10 meetings
Potholes				1200 Potholes
Sidewalk Repairs		280 sq ft		
Street Sign Main.				Replaced 45; Repaired 55
Street Light Repair				49 repaired

# ITEM 12.b.

<b>Special Events</b>				7 events
<b>Storm Drain Main</b>				8 drains cleaned
<b>Traffic Control</b>				19 assignments
	Acres	Feet/Sq Feet	Miles/Sq Miles	Quantity
<b><u>Parks/LLMD</u></b>				
<b>Citations Issued</b>				1,078
<b>Facility Use Permits</b>				121 permits
<b>Overseeding /Fertilization</b>	44 acres			
<b>Park Lighting</b>				15 Fixtures Repair; 8 fixture replacements
<b>Sport Field Preparation</b>	22 acres			
<b>Sports Field and Walking Tract</b>				25 Tons of DG for walking tracks
<b>Sprinkler Repair</b>				77 Heads; 122 drip line; 45 valve repairs
<b>Tree/Plant Replacement</b>				58 plants
<b>Trees Trimmed</b>				15
<b>Vandalism Repairs</b>				1,000 ft electrical wiring
<b><u>Building Maintenance</u></b>				
<b>HVAC Systems Serviced / Repaired</b>				26 serviced 4 repairs
<b>Building Repairs</b>				41
<b>Meeting Room Setups</b>				71
<b>Floor Maintenance</b>				7,500 sq ft



**Utilities Department**  
**Memorandum**

TO: William B. Pattison, Jr., City Manager  
 FROM: Cástulo R. Estrada, Utilities Manager  
 DATE: January 16, 2019  
 SUBJECT: Quarterly Activity Report (October 2018 to December, 2018)

The City of Coachella Utilities Department is submitting the Quarterly Activity report for October through December 2018.

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, almost 253.145 MG of wastewater was received at the wastewater plant or average daily flow of 2.679 MGD. The plant treated a total of 183.084 MG. A total of 230 samples were collected at the plant for monitoring.

<b>Water Reclamation Facility – 87-075 Enterprise Way</b>	
<u>Description</u>	<u>Value</u>
Total Influent per month (MG)	84.381
Influent Ave. Daily Flow (MGD)	2.679
Total Effluent per month (MG)	61.061
Effluent Ave. Daily Flow (MGD)	1.991
Plant Permitted Capacity (MGD)	4.5
Operational Upsets	None
Permit Violations	None
Hypochlorite consumption (Gallon)	15,00
Sodium Bisulfite consumption (Gallon)	5,000
Odor complaints	None
Samples collected this quarter (Plant)-	230
State Report completed/submitted	Yes
Locally generated Solar electricity	N/A –project dismantled
Tons of Carbon Dioxide saved	N/A
Barrels of Crude Oil saved	N/A

# ITEM 12.b. & Pump Stations Highlights

<u>Description</u>	<u>Value</u>
Underground Service Alert	18
Collection System Cleaning (feet)	14,647
Manhole Inspection/Cleaning	23
Collection System Spills	None
Collection System Blockages	1
Stand-By Calls	10
Collection System CCTV Inspection (feet)	None
Samples Collected (Field)	None
Pump Station Alarms	7
Wet Well Cleaning	None
Wet Well Inspections	40

## **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.

<b>Coachella Water Authority Production and Distribution Highlights</b>	
<u>Description</u>	<u>Value</u>
Total -Water Production (Oct to Dec.) (Million Gallons)	480.39
Chlorine Consumption (Gallons)	1200
Water Quality complaints	
Monthly Samples Collected	168
Valves Exercised	0
Valves Repaired/Replaced	0
Underground Service Alerts	-
Hydrants Flushed/Serviced	-
Standby Service Calls	-
Water Service Leaks	4
Main Leaks	-
<b>Customer Service Calls</b>	
Billing Re-checks	44
Re-Reads	1462
Meter Replacements	85
Meter Repairs	5
Turn-Off	120
Turn-On	N/A
Delinquency Turn Off	324
State DDW Monthly Report Submitted	Yes
<b>Well Depths Monitored</b>	
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)	-
<b>Annual Production</b>	
2013 Annual (MG)	2,600.2
2014 Annual (MG)	2,514.25
2015 Annual (MG)	2,127.78
2016 Annual (MG)	2,031.79
2017 Annual (MG)	2,547.91

# ITEM 12.b.

## **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- continued pre-post-inspection for turf program; processed check request forms; reconciling pre-post-inspection documents for turf program; submitting invoice for reimbursements. Turf Program for Prop 84 Round 4 has been completed; Round 3 has a balance of \$12,000 left- requested from DWR an amendment and extension of the grant;
- Continued review of CV Water Counts 2019 campaigns online and print ads for both English and Spanish language outlets;
- Submitted grant application to CVRWMG for local conservation program and for expansion and for improvement of Avenue 52 drywell which leads to CVSC;
- Turf Program for Prop 84 Round 4 has been completed; drafted Conservation Completion Report for Prop 84 Round 4 for release of retention from DWR;
- Attended PubEd event at 13th Annual Desert Garden Community day at UCR-Palm Desert- CWA had separate booth and engaged more than 200 attendees with our conservation campaign.
- Updated and uploaded into the CASGEM database the latest monitoring data for Well 10- well level at 34 ft.;
- Attended the CA-NV AWWA conference in Rancho Mirage- workshops included water loss audits, Federal and State regulation updates regarding MCL for Cr6 and 1,2,3 TCP, Smart Cities technologies

### **Coachella Sanitary Tasks**

- Recycled Water Feasibility Study project complete; Compiling Recycled Water Study Deliverables for Prop 84 Round 2 grant and starting closeout of grant to release retention;
- Continued scheduling for facilities of concern based on MS4 and Source Control program using Remote Inspector software;
- Attended Water Board Cannabis Cultivation Enrollment Events at CVAG office- cannabis facilities are required to enroll and be permitted by State;
- Review updated plans for Glenroy Hotel Project – project submitted interceptor sizing form and wastewater survey;
- Reviewing RFP submittals for Laboratory Services- award notification letter in draft
- Review and comments for various RAC from Planning Dept.;
- Conducted 24-hour sample collection event for Imperial Western Products at compliance point and at lateral connection to manhole; City's analytics show higher wastestreams than facility's report; - drafting new requirements for online monitoring system with data-logging capability;
- Review specification of equipment for Esterline/Armtex new proposed discharge from manufacturing operations; drafting discharge permit for new wastewater flows;
- Provided training workshop, Wake-up to Wastewater Presentation and Training for Automatic Grease Removal Device (AGRD) for FOG to discuss tenant improvement project that require grease interceptors but not the space for installation. VSD, CVWD and City of La Quinta and Palm Springs were in attendance. Also, Rivco Environmental Health staff was in attendance and provided guidance for approval of smaller automatic removal devices as an alternative to the in-ground and more expensive removal devices for small businesses.

### **Public Works Tasks**

- Attended Desert Task MS4 NPDES meeting in Palm Desert – discussions included meeting with the Regional Board staff to discuss permit status from Regional Board; renewal schedule and updates for the draft Findings of the draft permit;
- Finalized and submitted to the Regional Board the City's updated response for trash amendment
- Packaged and shipped battery collection fro -135- dental program;

## ITEM 12.b. Department of Corrections to Anthony's Vineyard and Woodspur for unauthorized non-stormwater discharges to MS4 system which is a violation of NPDES permit.

- Conducted onsite inspection for report of illegal dumping at old landfill at Avenue 52 property. Worked with Street Depart to address build-up of berms to prevent illegal dumping; staff repaired fence and removed trash;
- Drafting 17-18 Annual Report for MS4 NPDES permit- deadline if February 14, 2019

### **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

**ITEM 12.c.**







**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Ordinance No. 1130 Denying the Appeals and Upholding the Planning Commission Approval of Change of Zone 18-09 from M-H (Heavy Industrial) to MS-IP (Manufacturing Service - Industrial Park) on 10 acres of land located at the northeast corner of Avenue 54 and Polk Street. Peter Solomon & Ron Qurashi, Applicants. (Second Reading)

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1130 approving Change of Zone No. 18-09 from M-H (Heavy Industrial) to MS-IP (Manufacturing Service - Industrial Park) on 10 acres of land located at the northeast corner of Avenue 54 and Polk Street.

**BACKGROUND:**

On December 12, 2018 the City Council introduced for first reading, by title only, Ordinance No. 1130 approving Change of Zone No. 18-09 as part of a cannabis cultivation campus and motion capture film studio project on property known as 53-800 Polk Street. The project was approved by the Planning Commission on November 7, 2018 and included related entitlements for a cannabis cultivation facility including Conditional Use Permit No. 307, Architectural Review No. 18-07, Variance No. 18-04 and Environmental Assessment No. 18-02. The City Council considered two appeals filed by Better Neighborhoods, Inc. and Megan World/Ernie Ball requesting denial of the project, and upheld the Planning Commission's decision by approving the project.

**DISCUSSION/ANALYSIS:**

The attached Ordinance No. 1130 will change the zoning on 10 acres of partially developed land located at the northeast corner of Avenue 54 and Polk Street. The Change of Zone was found to be consistent with the General Plan and in compliance with the standards of the Zoning Ordinance with respect to the Manufacturing Service-Industrial Park Overlay Zone. However, a variance to allow a reduced 30-acre minimum for cannabis cultivation uses was granted as part of the project.

**ALTERNATIVE(S):**

- 1) Adopt Ordinance No. 1130 approving Change of Zone 18-09

# ITEM 12.c.

- 2) Continue this item and give staff direction.
- 3) Take no action.

## **FISCAL IMPACT:**

There are no fiscal impacts associated with the adoption of Ordinance No. 1130 in that it will facilitate a change of zone for future development of the subject property. All cannabis cultivation uses such as those proposed with this project are subject to payment of the cannabis excise tax which currently is 2% of gross wholesale receipts for cannabis manufacturing, and 4% of gross receipts plus a floor area tax (\$15.00 per square foot of flowering canopy, \$7.50 per square foot of flowering canopy above 20,000 square feet) for cannabis cultivation uses.

## **RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 above.

Attachment: Ordinance No. 1130 approving Change of Zone 18-09 (2<sup>nd</sup> Reading)

## ORDINANCE NO. 1130

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA DENYING THE APPEALS AND UPHOLDING THE PLANNING COMMISSION APPROVAL OF CHANGE OF ZONE 18-09 THAT PROPOSES TO CHANGE THE ZONE FROM M-H (HEAVY MANUFACTURING) TO MS-IP (MANUFACTURING SERVICE-INDUSTRIAL PARK OVERLAY ZONE) ON A TOTAL OF 10 ACRES OF LAND LOCATED AT THE NORTHEAST CORNER OF POLK STREET AND AVENUE 54. ERNIE BALL/MEGAN WORLD LLC AND BETTER NEIGHBORHOODS INC APPELLANTS; PETER SOLOMON AND RON QURASHI CO-APPLICANTS.**

**WHEREAS**, Peter Solomon and Ron Quarshi filed an application for Change of Zone 18-09 and attendant applications, Architectural Review No. 18-07, Conditional Use Permit 307 and Variance 18-04 on 10 acres of land located at the northeast corner of Polk Street and Avenue 54; Assessor's Parcel No's. 763-160-012, ("Project"); and,

**WHEREAS**, the City has processed Change of Zone 18-09 pursuant to the Coachella Municipal Code, the California Government Code, including a tribal consultation review period, and the California Environmental Quality Act of 1970 as amended; and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on Change of Zone 18-09, Architectural Review No. 18-07, Conditional Use Permit 307 and Variance 18-04 on November 7, 2018 in the Council Chambers, 1515 Sixth Street, 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 City received appeal requests from Ernie Ball/Megan World LLC and Better Neighborhoods Inc. during the appeal period following the Planning Commission approval of the above referenced projects; and,

**WHEREAS**, on December 12, 2018 the City Council conducted a duly noticed public hearing to consider the appeal requests and consider additional testimony, and voted 4 (In Favor) / 1 (Abstention) to uphold the Planning Commission's decision regarding the Project; and,

**WHEREAS**, the Project is permitted pursuant to Chapter 17.38 of the Coachella Municipal Code and Ordinance 1103 along with the attendant applications for a Conditional Use Permit, Architectural Review and Variance 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,

# ITEM 12.c.

**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 proposed use will have no significant deleterious effect on the environment; and,

**WHEREAS**, a Mitigated Negative Declaration was prepared and considered for the proposal pursuant to 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 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 18-09 Map marked “Exhibit A” from M-H (Manufacturing-Heavy) to MS-IP (Manufacturing-Service-Industrial Park Overlay) for 10 acres of developed land located at the northeast corner of Avenue 54 and Polk Street, with the findings listed below.

**Findings for Change of Zone 18-09:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for industrial development. The proposed change of zone is in keeping with the policies of the Industrial District 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 commercial cannabis cultivation and manufacturing facility including five industrial buildings totaling 174,500 square feet and common parking, landscaping and security fencing. The Project complies with applicable MS-IP (Manufacturing Service-Industrial Park Overlay) zoning standards within Ordinance 1103 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 Project site is within the Industrial District land use designation of the City’s general plan. This category provides for a broad spectrum of industrial and manufacturing uses. The proposed change of zone is compatible with existing adjacent uses that include similar industrial and manufacturing zoned land.

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 commercial marijuana cultivation and manufacturing facility that are permitted in the MS-IP (Manufacturing-Service-Industrial Park Overlay) zone pursuant to an approved Conditional Use Permit. Surrounding property to the north contain similar industrial park related uses and vacant land. Properties to the west include vacant land and industrial uses. Properties to the south include the Coachella wastewater treatment plant and properties to the east include the Whitewater River Channel. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development. The one-story buildings will be set back from property lines and street frontages to mitigate the impacts upon loss of sunlight to neighboring lots.

5. An Initial Environmental Study recommending the adoption of a Mitigated Negative Declaration was prepared for this Project, pursuant to the California Environmental Quality Act Guidelines (CEQA Guidelines) and mitigation measures have been recommended in order to reduce the environmental effects of the project to a level of less than significant. The Project will not have any significant adverse effects on the environment.

## **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 its 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.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January 2019.

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Steven A. Hernandez  
Mayor

# ITEM 12.c.

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 12.c.

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1130 was duly and regularly introduced at a meeting of the City Council on the 12<sup>th</sup> day of December, 2018, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 23<sup>rd</sup> day of January, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

# ITEM 12.c.

“Exhibit A”

Change of Zone 18-09





ITEM 12.d.





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Ordinance No. 1131 amending Chapter 5.64 of the Coachella Municipal Code (Title 5 - Business Licenses & Regulations) to adopt Riverside County Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Board of Supervisors relating to tobacco businesses. (Second Reading)

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### **STAFF RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance No. 1131, amending Chapter 5.64 of the Coachella Municipal Code (Title 5 - Business Licenses & Regulations) to adopt Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Board of Supervisors relating to tobacco businesses.

### **BACKGROUND:**

On December 12, 2018 the City Council introduced Ordinance No. 1131 for first reading, by title only, in order to adopt County Ordinance No. 838 into the Coachella Municipal Code. The proposed regulations would implement the County's licensing program for the existing tobacco businesses in the City. The County of Riverside's permitting and enforcement program is available to the City of Coachella at no cost.

### **DISCUSSION/ANALYSIS:**

Attached to this staff report is Ordinance No. 1131 that will amend Section 5.64 of the Coachella Municipal Code (Title 5 – Business Licenses & Regulations) which will codify Riverside County Ordinance No. 838 (as amended by Ordinance No. 838.2) to implement the County's Tobacco Retailing licensing and enforcement program in the City of Coachella.

### **ALTERNATIVES:**

1. Adopt Ordinance No. 1131 of the City Council of the City of Coachella, California, Amending Chapter 5.64 of the Coachella Municipal Code (Title 5 – Business Licenses & Regulations) adopting the Ordinance No. 838 (as amended by Ordinance No. 838.2) of the Riverside County Code Related to Tobacco Businesses.
2. Take no action.

# ITEM 12.d.

3. Continue this item and provide staff with direction.

**FISCAL IMPACT:**

County fees and staff resources will be used for the cost of service for the tobacco business licensing program. As such, the City's cost of tobacco licensing and enforcement are being defrayed and fees will now be collected by County staff, lessening the impact on City resources.

**RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative No. 1 above.

Attachments: Ordinance No. 1131 (2<sup>nd</sup> Reading)

**ORDINANCE NO. 1131**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA AMENDING CHAPTER 5.64 OF THE COACHELLA MUNICIPAL CODE TO ADOPT ORDINANCE NO. 838 (AS AMENDED BY ORDINANCE 838.2) OF THE RIVERSIDE COUNTY BOARD OF SUPERVISORS RELATING TO TOBACCO BUSINESSES.**

**WHEREAS**, the City of Coachella (“City”) has the authority to regulate to ensure the public’s health, safety, and general welfare; and,

**WHEREAS**, the County of Riverside County (“County”) through its Environmental Health Department is charged with managing the Retail Tobacco Permitting Program on a County-wide bases; and,

**WHEREAS**, the City and County have mutually agreed to facilitate a local tobacco regulatory enforcement efforts offered by the County, that is funded through licensing fees to be collected by the County, and offered at no cost to the City for retail tobacco enforcement operations within the City’s jurisdiction; and,

**WHEREAS**, Chapter 5.64 of the City’s Municipal Code sets forth a local tobacco licensing procedure that has become obsolete and has not been administered by the City’s business licensing division in recent years due to a lack of available resources; and,

**WHEREAS**, since the adoption of Riverside County Ordinance No. 838, the County has made a some changes to its rules regulating tobacco retailers; and,

**WHEREAS**, the City’s General Plan Health and Wellness Element promotes the responsible retailing of tobacco products and encourages the City to reduce the harmful effects of tobacco to minors, and workplace environments, through policy implementation; and,

**WHEREAS**, the City finds that adoption of the County Ordinance 838, as amended, to regulate tobacco retailers will best serve the public’s health, safety, and general welfare.

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

**SECTION 1.** The Recitals set forth above are true and correct and are incorporated into this Ordinance.

**SECTION 2.** Chapter 5.64 is hereby deleted in its entirety.

**SECTION 3.** Chapter 5.64 of the Coachella Municipal Code is hereby amended in its entirety to read as follows:

# ITEM 12.d.

## “Chapter 5.64 – LICENSURE OF TOBACCO RETAILERS

### Sections:

#### Sec. 5.64.010 – Purpose and intent.

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

#### Section 5.64.020 – Riverside County Code Ordinance No. 838 Adopted.

Ordinance No. 838 (as amended by through 838.2) of the Riverside County Board of Supervisors as it existed effective August 25, 2016, attached hereto as Exhibit A and now on file in the office of the City Clerk, is hereby adopted as the Permitting of Tobacco Retailers Code of the City.”

**SECTION 4.** Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 5.** 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.

If for any reason any portion of this Ordinance is found to be invalid by a court of competent jurisdiction, the balance of this Ordinance shall not be affected.

**SECTION 6.** 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 7.** 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.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 12.d.

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1131 was duly and regularly introduced at a meeting of the City Council on the 12<sup>th</sup> day of December, 2018, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 23<sup>rd</sup> day of January, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



**EXHIBIT A**

**RIVERSIDE COUNTY ORDINANCE NO. 838  
(AS AMENDED BY ORDINANCE 838.2)**



## BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**ORDINANCE NO. 838**  
**(AS AMENDED THROUGH 838.2)**  
**AN ORDINANCE OF THE COUNTY OF RIVERSIDE**  
**REGARDING THE PERMITTING OF TOBACCO RETAILERS**

The Board of Supervisors of the County of Riverside ordains as follows:

**Section 1. PURPOSE AND INTENT.** Riverside County has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales and use; in discouraging the illegal purchase of tobacco products by a person under 21 years of age; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to a person under 21 years of age; in protecting youth from being lured into illegal activity through the misconduct of adults; and in reducing the incidence of tobacco related disease. It is the intent of this Ordinance to encourage responsible tobacco retailing and to discourage violations of tobacco related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to a person under 21 years of age, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalty provided therefore.

**Section 2. DEFINITIONS.** For the purposes of this Ordinance, the following words and terms shall have the following meanings:

- a. "Arm's Length Transaction" shall mean: a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this Ordinance is presumed not to be an arm's length transaction.
- b. "Department" shall mean: the County of Riverside Department of Environmental Health, including the Director of the Department of Environmental Health or his or her designee.
- c. "Enforcement officer" shall mean: the Director of Environmental Health or his or her designee.
- d. "Person" shall mean: any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- e. "Proprietor" shall mean: a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have, or can or does share ultimate control over the day-to-day operations of a business.
- f. "Self-Service Display" shall mean: the open display of tobacco products or tobacco paraphernalia in a manner that is accessible to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.
- g. "Tobacco Paraphernalia" shall mean: cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed for the smoking, preparation, storing, or consumption of tobacco products.
- h. "Tobacco product" means any of the following:
  - (A) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including,

# ITEM 12.d.

but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.

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

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

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

i. "Tobacco Retailer" shall mean: any person who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia; "Tobacco Retailing" shall mean the performance of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

j. "Tobacco Retailer's Permit" or "Permit" shall mean: the certificate issued by the Director of the Department of Environmental Health which allows a facility to sell tobacco, tobacco products, and tobacco paraphernalia. The issuance of this permit does not indicate or imply that the facility is in compliance with all State and County regulations related to its operation; and may be suspended or revoked by the Department.

## **Section 3.** **PROCESS.**

### **TOBACCO RETAILER'S PERMIT REQUIREMENTS AND APPLICATION**

- a. Application for a tobacco retailer's permit shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. It is the responsibility of each proprietor to be informed of the laws affecting the issuance of a tobacco retailer's permit. A permit that is issued in error or on the basis of false or misleading information supplied by a proprietor shall be revoked pursuant to Section 8.c. of this Ordinance.
- b. All applications shall be submitted on a form supplied by the Department and shall contain the following information:
1. The name, address, and telephone number of each proprietor.
  2. The business name, address, and telephone number of the single fixed location for which a tobacco retailer's permit is sought.
  3. The name and mailing address authorized by each proprietor to receive all permit-related communications and notices (the "Authorized Address"). If an authorized address is not supplied, each proprietor shall be understood to consent to the provision of notice at the business address specified in subparagraph 2 above.
  4. Proof that the location for which a tobacco retailer's permit is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization.
  5. Whether or not any proprietor is a person who has been determined to have violated this Ordinance or has been a proprietor at a location that has been determined to have violated this Ordinance and, if so, the dates and locations of all such violations.
  6. Such other information as the Department deems necessary for the administration or enforcement of this Ordinance.

- c. It shall be unlawful for any person to act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this Ordinance for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's permit shall constitute a public nuisance.
- d. Nothing in this Ordinance shall be construed to grant any person obtaining and maintaining a tobacco retailer's permit any status or right other than the right to act as a tobacco retailer at the location in the County identified on the face of the permit. For example, nothing in this Ordinance shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on smoking in enclosed places of employment made applicable to business establishments by California Labor Code section 6404.5.

**Section 4. PERMIT ISSUANCE; STANDARDS.**

- a. Upon the receipt of an application for a tobacco retailer's permit and the permit fee, the Department shall issue a permit unless substantial record evidence demonstrates that one of the following bases for denial exists:
  - 1. The application is incomplete or inaccurate.
  - 2. The application seeks authorization for tobacco retailing at a location for which a prohibition on issuing permits is in effect pursuant to Section 8.b. of this Ordinance. However, this subparagraph shall not constitute a basis for denial of a permit if the applicant provides the County with documentation demonstrating by clear and convincing evidence that the applicant has acquired or is acquiring the location or business in an arm's length transaction.
  - 3. The application seeks authorization for tobacco retailing for a proprietor for which a prohibition on issuing permits is in effect pursuant to Section 8.b. of this Ordinance.
  - 4. The application seeks authorization for tobacco retailing that is prohibited pursuant to this Section of this Ordinance; that is unlawful pursuant to any other County ordinance; or that is unlawful pursuant to any other local, state, or federal law.

**Section 5. PERMITS ARE NONTRANSFERABLE.**

- a. A tobacco retailer's permit is nontransferable. If the information provided in the permit application pursuant to Section 3.b changes, a new tobacco retailer's permit is required before the proprietor may continue to act as a tobacco retailer. For example, if a proprietor to whom a permit has been issued changes business location, that proprietor must apply for a new permit prior to acting as a tobacco retailer at the new location. Or if the business is sold, the new owner must apply for a new permit for that location before acting as a tobacco retailer.
- b. Notwithstanding any other provision of this Ordinance, violations against a location or business shall continue to be counted against the location or business unless the location or business has been transferred to a new proprietor and the new proprietor provides the County with documentation demonstrating by clear and convincing evidence that the new proprietor has acquired or is acquiring the location or business in an arm's length transaction.

**Section 6. FEES FOR PERMIT.**

- a. A tobacco retailer permit is invalid unless the appropriate fee has been paid in full as required by Ordinance No. 640 and the term of the permit has not expired. All applicable late payment penalties indicated by Ordinance No. 640 shall apply. The term of a tobacco retailer permit is one (1) year. Each tobacco retailer shall

# ITEM 12.d.

apply for annual renewal of his or her tobacco retailer's permit no later than the expiration of the term.

## Section 7.

a.

### **PERMIT VIOLATIONS.**

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

1. **MINIMUM AGE FOR PERSONS BUYING TOBACCO.** It is unlawful for any person, firm, tobacco retailer, or corporation to sell, give, or in any way furnish to a person any tobacco product or tobacco paraphernalia if that person, firm, or corporation knows or should have grounds to know that the recipient is a person who is not at least the minimum age required by state law to purchase or possess any tobacco product. Proof that a retailer, or his or her employee or agent, demanded, was shown, and reasonably relied upon evidence of legal age (such as identification) shall be a defense to any action.
2. **POSITIVE IDENTIFICATION REQUIRED.** No tobacco retailer shall engage in tobacco retailing without first examining the identification of the purchaser, if the purchaser reasonably appears underage, and confirming that the proposed sale is to a purchaser who is at least the minimum age in state law for being sold the tobacco product or tobacco paraphernalia.
3. **MINIMUM AGE FOR PERSONS SELLING TOBACCO.** No tobacco retailer shall engage in tobacco retailing if the person is younger than the minimum age in state law for being sold or for possessing any tobacco product.
4. **DISPLAY OF TOBACCO RELATED LICENSES/PERMITS.** Each tobacco retailer must maintain a license from the California State Board of Equalization as well as a tobacco retailer's permit allowing the sale of tobacco products for each tobacco retail location. Both permits shall be prominently displayed in a publicly and readily visible location at the permitted location.
5. **SELF-SERVICE DISPLAYS PROHIBITED.** No tobacco retailer shall display tobacco products or tobacco paraphernalia by means of a self-service display or to engage in tobacco retailing by means of a self-service display. A tobacco retailer who chooses to display tobacco products or tobacco paraphernalia in a locked cabinet, case or similar structure must post a clear and conspicuous sign on or within five feet of the display stating that the cabinet, case or structure is locked at all times.
6. **TOBACCO SALES PUBLIC NOTIFICATION SIGNS POSTED.** Every store that sells tobacco must post a boldly printed, contrasting color sign in a conspicuous place at each point of purchase saying that tobacco products may not be sold to minors. The sign must contain the following words: "The Sale of Tobacco Products to Persons Under 21 Years of Age Is Prohibited by Law and Subject to Penalties. Valid Identification May Be Required. To Report an Unlawful Tobacco Sale Call 1-800-5 ASK-4-ID. Business and Professions Code Section 22952." The sign must be square (at least 5.5 inches by 5.5 inches) or rectangular (3.66 inches by 8.5 inches), and the required notice must meet specified font sizes.
8. **SALE OF BIDIS.** No tobacco retailer shall sell, offer for sale, distribute, or import any tobacco product commonly referred to as "bidis" or "beedies," unless that tobacco product is sold, offered for sale, or intended to be sold in a business establishment that prohibits the presence of persons under twenty-one (21) years of age on its premises.

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9. TOBACCO SALES AT NON-FIXED SITES. It is unlawful for any person, agent, tobacco retailer, or employee of a person in the business of selling or distributing tobacco products to engage in tobacco retailing at other than a fixed, permitted location. For example, tobacco retailing by persons on foot and tobacco retailing from vehicles are prohibited.
  10. TOBACCO COUPONS AND SAMPLES. It is unlawful for any person, agent, tobacco retailer, or employee of a person in the business of selling or distributing tobacco products, including but not limited to smokeless tobacco, cigarettes or tobacco paraphernalia, to engage in the non-sale distribution of any tobacco products to any person on any private property that is open to the general public. "Non-sale distribution" means to give tobacco products or tobacco paraphernalia to the general public at no cost, or at nominal cost, or to give coupons, coupon offers, gift certificates, gift cards, or other similar offers, or rebate offers for tobacco products to the general public at no cost or at nominal cost.
  11. SINGLE SALE OF CIGARETTES. No tobacco retailer may sell one or more cigarettes, other than in a sealed and properly labeled package. A sealed and properly labeled package means the original packaging of the manufacturer or importer which meets federal labeling requirements, including the federal warning label. Cigarettes may not be manufactured, distributed, sold, or offered for sale except in a package containing at least twenty (20) cigarettes. Roll your own tobacco may not be manufactured, distributed, sold, or offered for sale except in a package containing at least 0.60 ounces of tobacco.
- b. PERMIT COMPLIANCE MONITORING.
1. Compliance with this Ordinance shall be monitored by the Department. Any peace officer or enforcement officer may enforce the penal provisions of this Ordinance.
  2. The Department shall check the compliance of each tobacco retailer as necessary to carry out the purpose and intent of this Ordinance. Subject to the discretion of the Department, the Department may check the compliance of tobacco retailers previously found to be in compliance a fewer number of times so that the Department may check the compliance of tobacco retailers previously found in violation a greater number of times.
  3. Compliance checks shall determine, at a minimum, check compliance with the requirements of this Ordinance and specifically if the tobacco retailer is conducting business in a manner that complies with tobacco laws regulating youth access to tobacco. When appropriate, the Department may also determine compliance with other tobacco-related laws.
  4. The County shall not enforce any tobacco-related minimum age law against a person who otherwise might be in violation of such law because of the person's age (hereinafter "Decoy") if the potential violation occurs when:
    - i. the Decoy is participating in a compliance check supervised by a peace officer or an enforcement officer; or
    - ii. the Decoy is participating in a compliance check funded in part, either directly or indirectly through sub-contracting, by the Department.

# ITEM 12.d.

- c. NO CONTEST PLEA. A plea of “no contest” or its equivalent by a tobacco retailer for a violation of any law designated in Section 7.a. above shall operate as an admission that this Ordinance has been violated for the purposes of permit revocation.

## **Section 8.**

### **REVOCATION OF PERMIT.**

- a.

#### **REVOCATION OF PERMIT FOR VIOLATION.**

1. In addition to any other penalty authorized by law, a tobacco retailer’s permit may be revoked if the Department finds that the proprietor, including his or her agents or employees, has violated any of the requirements, conditions, or prohibitions of this Ordinance (hereinafter “Permit Violation”).
2. A tobacco retail proprietor may appeal the Department’s determination to revoke its tobacco retail permit in the same manner and in conjunction with an appeal of an administrative citation as provided by Section 9.h. of this Ordinance.
3. A proprietor or tobacco retailer without a valid tobacco retail permit, including, for example, a revoked permit:
  - i. Shall keep all tobacco products and tobacco paraphernalia from public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute an “offer for sale.”
  - ii. Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer’s location or that would lead a reasonable consumer to believe that such products can be obtained at the tobacco retailer’s location.
  - iii. Tobacco products and tobacco paraphernalia offered for sale or exchange in violation of this Ordinance may be destroyed.

- b.

#### **NEW TOBACCO RETAILER’S PERMIT AFTER REVOCATION FOR VIOLATION.**

1. After a first permit violation at a location no new tobacco retailer’s permit may be issued for the location until a minimum of one (1) day has passed from the date of the last revocation or violation, whichever is later.
2. After a second permit violation at a location within any sixty month (60) period, no new tobacco retailer’s permit may be issued for the location until a minimum of thirty (30) days have passed from the date of the last revocation or violation, whichever is later.
3. After a third permit violation at a location within any sixty month (60) period, no new tobacco retailer’s permit may be issued for the location until a minimum of ninety (90) days have passed from the date of the last revocation or violation, whichever is later.
4. After four or more permit violations at a location within any sixty-month (60) period, no new tobacco retailer’s permit may be issued for the location until five (5) years have passed from the date of the last revocation or violation, whichever is later.

- c.

**REVOCATION OF PERMIT ISSUED IN ERROR.** A tobacco retailer’s permit may be revoked if the Department finds, after notice and opportunity to be heard, that one or more of the bases for denial of a permit under Section 4.a existed at the time application was made or at any time before the permit issued. The revocation shall be without prejudice to the filing of a new application for a permit.

## **Section 9.**

**ENFORCEMENT.** The remedies provided by this Ordinance are cumulative and

in addition to any other remedies available at law or in equity.



# ITEM 12.d.

- a. Violators who operate without the necessary tobacco retailer's permit shall be subject to closure of the tobacco retail facility.
- b. Whenever evidence of a violation of this Ordinance is obtained in part through the participation of a person under the age of twenty one (21) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this Ordinance and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
- c. Violations of this Ordinance are subject to a civil action brought by the District Attorney or County Counsel, punishable by:
  1. A fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) for a first violation in any sixty-month (60) period; or
  2. A fine not less than one thousand five hundred dollars (\$1,500) and not exceeding two thousand five hundred dollars (\$2,500) for a second violation in any sixty-month (60) period; or
  3. A fine not less than three thousand dollars (\$3,000) and not exceeding ten thousand dollars (\$10,000) for a third or subsequent violation in any sixty month (60) period.
- d. Violations of this Ordinance may, in the discretion of the District Attorney or County Counsel, be prosecuted as infractions or misdemeanors.
- e. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Ordinance shall constitute a violation.
- f. Violations of this Ordinance are hereby declared to be public nuisances.
- g. In addition to other remedies provided by this Ordinance or by other law, any violation of this Ordinance may be remedied by a civil action brought by the County Counsel, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.
- h. **ADMINISTRATIVE CITATIONS AND PENALTIES.** In addition to the remedies and penalties contained in this Ordinance, and in accordance with Government Code Section 53069.4, an enforcement officer may issue an administrative citation for any violation of this Ordinance. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties.
  1. **Content of Citation.** The administrative citation shall be issued on a form approved by County Counsel and shall at a minimum contain the following information:
    - i. Date, location and approximate time the violation was observed.
    - ii. The ordinance violated and a brief description of the violation.
    - iii. The amount of the administrative penalty imposed for the violation.
    - iv. Instructions for the payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within this time period.
    - v. Instructions on how to appeal the citation.
    - vi. The signature of the enforcement officer. The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.
  2. **Service of Citation.**
    - i. If the proprietor, owner, employee, agent, occupant or other person who has violated the Ordinance is present at the scene of

# ITEM 12.d.

- the violation, the enforcement officer shall attempt to obtain their signature on the administrative citation and shall deliver a copy of the administrative citation to them.
- ii. If the proprietor, owner, employee, agent, occupant or other person who has violated the Ordinance is a business, and the business owner is on the premises, the enforcement officer shall attempt to deliver the administrative citation to them. If the enforcement officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.
  - iii. If no one can be located at the property, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated the Ordinance. The citation shall be mailed to the property address and/or the address listed for the owner on the last County Equalized Assessment Roll.
  - iv. The failure of any interested person to receive the citation shall not affect the validity of the proceedings.
3. Administrative Penalties.
- i. The penalties assessed for each violation shall not exceed the following amounts:
    - a) \$100.00 for a first violation;
    - b) \$200.00 for a second violation of this Ordinance within one (1) year; and
    - c) \$500.00 for each additional violation of this Ordinance within one (1) year.
  - ii. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.
  - iii. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.
  - iv. The penalties assessed shall be payable to the County of Riverside.
4. Administrative Appeal
- i. Notice of Appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Department. The written notice of appeal must be filed within twenty (20) days of the service of the administrative citation as set forth in Section 9.h.2. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on the Administrative Citation Appeal forms and shall be accompanied by payment of the full penalty assessment, and shall contain the following information:
    - a) A brief statement setting forth the appellants interest in the proceedings;
    - b) A brief statement of the material facts which the appellant claims supports their contention that no administrative

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- penalty should be imposed or that an administrative penalty of a different amount is warranted;
- c) An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by mail;
  - d) The notice of appeal must be signed by the appellant.
- ii. Administrative Hearing. Upon a timely written request by the recipient of the administrative citation, an administrative hearing shall be held as follows:
- a) Notice of Hearing. Notice of the administrative hearing shall be given at least ten (10) days before the hearing to the person requesting the hearing. The notice may be delivered to the person or may be mailed to the address listed in the notice of appeal.
  - b) Hearing Officer. The administrative hearing shall be held before the Director of Department of Environmental Health or their designee. The hearing officer shall not be the enforcement officer who issued the administrative citation or said enforcement officer's immediate supervisor. The Director may contract with a qualified provider to conduct administrative hearings or to process administrative citations.
  - c) Conduct of the Hearing. The Enforcement Officer who issued the administrative citation shall not be required to, but may, participate in the administrative hearing. The contents of the enforcement officer's file in the case shall be admitted as prima facie evidence of the facts stated therein. The hearing officer shall not be limited by the technical rules of evidence. If the person requesting the appeal fails to appear at the administrative hearing, the hearing officer shall make his or her determination based on the information contained in the notice of appeal.
  - d) Hearing Officer's Decision. The hearing officer, based upon the evidence submitted, shall either dismiss or uphold the citation. The citation recipient shall receive a refund of the full penalty assessment if the citation is dismissed. The hearing officer's decision following the administrative hearing shall be personally delivered to the person requesting the hearing or sent by first class mail. The hearing officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the hearing officer of an inability to pay the penalty in full. The hearing officer's decision shall contain instructions for obtaining review of the decision by the superior court.
5. Review of Administrative Hearing Officer's Decision.
- i. Notice of Appeal. Within twenty (20) days of the date of the delivery or mailing of the hearing officer's decision, a person may contest that decision by filing an appeal to be heard by the Superior Court. The failure to file the written appeal and to pay the court filing fee within this period shall constitute a waiver of the right to an appeal and the decision shall be deemed confirmed. A

# ITEM 12.d.

- copy of the notice of appeal shall be served in person or by first class mail upon the issuing agency by the contestant.
- ii. **Conduct of Hearing.** The conduct of the appeal is a subordinate judicial duty and may be performed by traffic trial commissioners and other subordinate judicial officials at the direction of the presiding judge of the court. The appeal shall be heard de novo, except that the contents of the issuing agency's file in the case shall be received in evidence. A copy of the document or instrument of the issuing agency providing notice of the violation and imposition of the administrative penalty shall be admitted into evidence as prima facie evidence of the facts stated therein. The court shall request that the issuing agency's file on the case be forwarded to the court, to be received within fifteen (15) days of the request.
  - iii. **Judgment.** The court shall retain the court's filing fee regardless of the outcome of the appeal. If the court finds in favor of the contestant, the amount of the fine or penalty shall be reimbursed to the contestant by the local agency. Any deposit of the fine or penalty shall be refunded by the issuing agency in accordance with the judgment of the court. If the fine or penalty has not been deposited and the decision of the court is against the contestant, the issuing agency may proceed to collect the penalty pursuant to the procedures set forth in this Ordinance, or in any other manner provided by law.

**Section 10. SEVERABILITY.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The Board of Supervisors of the County of Riverside hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**EFFECTIVE DATE.** This Ordinance shall become effective 30 days after adoption.

John J. Benoit, Chairman of the Board

I HEREBY CERTIFY that at a regular meeting of the Board of Supervisors of said County, held on **July 26, 2016**, the foregoing Ordinance consisting of ten (10) sections was adopted by said Board by the following vote:

AYES: Jeffries, Tavaglione, Washington, Benoit and Ashley  
NAYS: None  
ABSENT: None

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

ITEM 12.e.





**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Authorize City Manager to resubmit a revised trademark application for Fiestas Patrias event name and recommended logo.

**STAFF RECOMMENDATION:**

Authorize City Manager to resubmit a revised trademark application for Fiestas Patrias event name and recommended logo.

**EXECUTIVE SUMMARY:**

The City Council has annually approved a collaborative agreement with various partners led by the City of Coachella that have together delivered the City of Coachella's annual El Grito Event. The event has grown substantially in size and attendance has grown to exceed over 20,000 participants throughout the event program. Currently, the event partners include City of Coachella, Telemundo, Greater Coachella Valley Chamber of Commerce and the Mexican Consulate of San Bernardino. As Telemundo approaches sponsors to fund the performances for this event a logo is needed and the City was asked to develop a logo that can be updated with the year and sponsors annually. The drafted logo had the event name as El Grito Fiestas Patrias and the drafted logo shown below was designed with input from all event partners. Due to the growing success of the event it is recommended the event name and logo be trademarked. The Coachella Parks and Recreation Commission unanimously recommended trademarking the event name and logo as presented during their June 19, 2018 meeting. On June 27, 2018, Council authorized staff to submit the below logo to be trademarked.



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On November 6, 2018, the City was advised by the United States Patent and Trademark Office (USPT) that they did not recommend approval as submitted due to the use of the words 'El Grito' in the logo, which conflict with an existing trademark. Staff has discussed a revision of the existing logo without the use of 'El Grito' with the USPT and if resubmitted as revised it is not anticipated a conflict would exist. The revised logo is identified below and would change the event name from El Grito Fiestas Patrias to Fiestas Patrias. The City of Coachella Parks and Recreation Commission recommended resubmittal of the revised event name and logo as presented below.



## **FISCAL IMPACT:**

Approval of the recommended action requires payment of a \$225.00 application fee which can be absorbed by the current Recreation Division budget.



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**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Approve execution of a Master Right-of-Way Use Agreement between the City of Coachella and Mobilitie, LLC.

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**STAFF RECOMMENDATION:**

Approve execution of a Master Right-of-Way Use Agreement between the City of Coachella and Mobilitie, LLC.

**EXECUTIVE SUMMARY:**

The Planning Commission approved Resolutions PC-2017-17, PC-2017-18 and PC-2018-08, which provided Mobilitie LLC (Mobilitie) three conditional Use Permits for the installation, operation and maintenance of three wireless communications facilities within the City's street right-of-way. The communication facilities will consist of three 35' high small cell monopole and associated equipment within the city right-of-way. The locations requested for installation of the communication facilities are: i) along south side of Avenue 50 and west of Cesar Chavez Street, ii) west side of Cesar Chavez Street, north of Westerfield Way and east side of Jackson Street south of Avenue 48.

The City Attorney's office and staff have worked to develop a Master Right-of-Way Agreement (Agreement) with Mobilitie LLC. The proposed Agreement is attached and staff is recommending its approval. Execution of the Agreement does not grant authorization to Mobilitie to commence any work in the city right-of-way, as these approvals will continue to be provided by the correspondent City permits. Execution of the attached Agreement will provide the city additional securities due to the infrastructure Mobilitie is requesting to install in city right-of-way and will require the following of Mobilitie:

- Submission of a master plan showing all locations and specific details of facilities for a five year period;
- Provide proof of commercial general liability insurance in the minimum limits provided in Section 10.2 of the Agreement;
- Provide a Performance Bond for \$25,000 (amount will vary based on number of facilities identified by Mobilitie within the city's right-of-way);

The initial term of this agreement is 10 years and if neither party notifies the other of its intent to terminate the agreement will renew itself for unlimited one year terms thereafter.

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**FISCAL IMPACT:**

None.

Attachments:

Master Right-of-Way Agreement

**MASTER RIGHT-OF-WAY USE AGREEMENT**

This Master Right-of-Way Use Agreement (“Agreement”) is entered into between the City of Coachella, a California municipal corporation (the “City”) and Mobilitie, LLC, a Nevada limited liability company (“Permittee” and together with City, the “Parties” and each, a “Party”).

**WHEREAS**, Permittee is a limited liability company, duly organized and existing under the laws of the State of Nevada; and

**WHEREAS**, Permittee is a telephone corporation and as such has a non-exclusive franchise to use the Public Right-of-Way under Cal. Pub. Util. Code § 7901, subject to the exercise of the City’s police powers consistent with Cal. Pub. Util. Code §§ 7901 and 7901.1, and 2902; and

**WHEREAS**, Permittee seeks the City’s permission to construct, install, and maintain comprehensive Network Facilities (as defined herein) within the City’s Public Rights-of-Way (as defined herein) within the scope of Permittee’s Permits (as defined herein); and

**WHEREAS**, City agrees to grant to Permittee the right, subject to obtaining all required Permits and approvals, to encroach upon certain portions of the Public Right-of-Way for the installation and maintenance of Network Facilities subject to the terms and conditions contained herein.

**NOW, THEREFORE**, the Parties agree as follows:

**DEFINITIONS**

**“City”** means the City of Coachella, a California municipal corporation of the State of California, and includes the duly elected or appointed officers, agents, employees, and volunteers of the City of Coachella, individually or collectively.

**“City Property”** means any City-owned buildings, land or other property located outside of the Public Right-of-Way, and any City-owned infrastructure located within the Public Right-of-Way, including, without limitation utility poles, traffic light poles, wires, fiber-optic strands, conduit and street light poles.

**“Communications Services”** means services that Permittee is authorized to offer and/or provide through the Network Facilities, including telecommunications services, wireless communications services, and internet services, but excluding Video Services (as defined herein).

**“Laws”** means any order, certificate, judicial decision, statute, constitution, ordinance, resolution, rule, regulation, tariff, administrative order, or other requirement of any municipality, county, state, federal, or other agency having joint or several jurisdiction over the Parties to this Agreement, in effect either at the time of execution of this Agreement or at any time during the location of the Facilities in the Public Right-of-Way including, without limitation, any regulation

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or order of an official entity or body, and without limitation any lawful provision of the City of Coachella Code of Ordinances or any other City ordinance, resolution or regulation, or any applicable state or federal law.

**“Network Facilities,” “Facility,” or “Facilities”** means, without limitation, antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, wires, lines, conduits, converters, splice boxes, cabinets, handholes, manholes, vaults, equipment or facilities, drains, surface location markers, waveguides, poles, towers, conductors, ducts, vaults, amplifiers, appliances, pedestals, or other associated conductors, converters, and related hardware, appurtenances, and related facilities to be used by Permittee to provide service or to be located by Permittee in any Public Right-of-Way of the City and used or be useful for the transmission of services as authorized by this Agreement, all as described in more detail in any and all Permits.

**“Permit”** means any permit or authorization that the City may require to deploy Facilities in the Public Right-of-Way, including, without limitation, a conditional use permit, site plan review, or an encroachment permit. The term does not include permits, agreements or other authorizations required to occupy City Property.

**“Permittee”** means the Permittee named in the Recitals and its lawful successors or permitted assigns.

**“Public Right-of-Way”** shall have the same meaning as the definition of “street” as provided in Section 12.04.020 of the City of Coachella Code of Ordinances, which provides “the travel portion of any alley, highway, parkway, sidewalk, street, and other public way in the city and the city’s right-of-way for such purposes or uses.” For avoidance of doubt, this term includes public facility easements, but excludes any property owned by any person or agency other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any person.

**“Video Services”** means services provided pursuant to any applicable California Video Franchise Certificate issued by the CPUC pursuant to the Digital Infrastructure and Video Competition Act, and CPUC decisions pertaining to video services.

## **1. Scope of Permission.**

1.1 Subject to the provisions of this Agreement and all applicable Laws, City hereby allows Permittee and its employees, contractors, subcontractors, agents, representatives and permitted assigns to use the City’s Public Right-of-Way for the purpose of construction, installation, maintenance, location, movement, operation, placement, protection, reconstruction, reinstatement, relocation, removal, repair, and replacement of the Network Facilities (and/or, where applicable, the Public Right-of-Way) as described and shown in any applicable Permit, which by this reference is incorporated herein (“Work”) to provide Communications Services (“Services”).

1.2 The permission granted under this Agreement is not a permission to do any Work except as described in applicable Permits and is subject to the terms and conditions set forth in all Laws including but not limited to the requirement for prior review and approval of any required Permit. In the event of a contradiction, conflict or inconsistency between the terms of the Agreement and any Permit, the terms of the Permit shall govern the Work to be performed. In the event the terms of this Agreement and a Permit address the same substantive matter and are consistent, the more stringent terms shall prevail. This Agreement shall apply to the Permits issued by Resolution Nos. PC-2017-17 (approving Conditional Use Permit No. 285), PC-2017-18 (approving Conditional Use Permit No. 286), and PC-2018-08 (approving Conditional Use Permit No. 291), and all Permits issued to Permittee on and following the Effective Date.

1.3 Permittee shall not commence any Work until Permittee has first obtained the requisite Permit(s) to do so. Before Permittee shall be allowed to continue Work under pending Permits or be issued any new Permits, Permittee must submit: (i) a comprehensive master plan (“Master Plan”) showing at a minimum the location and specific details (i.e., underground depth, above-ground height, etc.) of all Facilities presently installed within the City’s limits and presently intended to be installed over the five (5) year period from the Effective Date; (ii) the appropriate documentation, where applicable, showing that the intended Work under the specific Permit is exempt from review under the California Environmental Quality Act (“CEQA”); (iii) proof of insurance (as required by Section 10); and (iv) proof of the Bond (as required by Section 7). Permit applications and accompanying fees must be submitted and paid, respectively, in accordance with the provisions of the City’s policies, procedures, and rules, including but not limited to any permit applications, procedures, and accompanying fees required by the City. Permits must be kept current at all times.

1.3.1 The Master Plan shall be attached hereto as Exhibit A. Within thirty (30) days of the end of each calendar year of the Term, Permittee shall provide an updated Master Plan, showing, to the extent applicable, any change to the Master Plan submitted in the prior calendar year. Permittee may also update the Master Plan at any time upon thirty (30) days’ prior written notice to City.

1.4 Unless otherwise approved by the City, no new poles may be constructed in the Public Right-of-Way except in areas where there are existing utility poles and only if the proposed new pole is to be used to attach wireless Facilities and has obtained all necessary Permits; and further provided that if the City orders the owners of utility poles to remove their poles and move plant from overhead to underground placement in such area, Permittee must also remove its poles, move all overhead fiber optic cables and electrical lines underground, and relocate all Permittee’s wireless Facilities attached to such poles as directed by the City, at Permittee’s expense, and in accordance with this Agreement and then-existing City practices, policies, and regulations. Permittee understands that as a telephone company its right to use the Public Right-of-Way is limited by Pub. Util. Code 2902, 7901 and 7901.1, and thus acknowledges that if City and Permittee cannot mutually agree within a reasonable time to the new location on the City’s Public Right-of-Way where the poles with wireless Facilities attached can be relocated, Permittee will have to remove its poles with wireless Facilities from the Public Rights-of-Way in order to not incommode the public use of the Public Rights-of-Way. All Network Facilities to be installed, maintained, operated, relocated and removed under this

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Agreement shall be underground in areas where all existing utilities are already underground or all new utilities are being installed underground; provided, however, that in those areas where electric and telephone lines are overhead, Permittee may install fiber optic cables overhead if using the same poles (subject to approval of the pole owner); and further provided that whenever and wherever the owner of the poles moves its plant from overhead to underground placement in an area, all Permittee's facilities attached to such poles must be relocated and moved underground as directed by the City, at Permittee's expense, and in accordance with then-existing City practices, policies, and regulations. Notwithstanding anything in this Subsection 1.4, Permittee will not be required to underground any individual components of its Facilities that, for technical reasons, do not function underground; instead, in such a situation, Permittee and the City will cooperate in good faith to determine a mutually-agreeable aboveground location(s) for such components of the Facilities, with a preference for collocation.

1.5 If Permittee is authorized by the City or CPUC or Federal Communications Commission to provide additional and/or alternative services, and intends to offer such services to customers within the corporate limits of the City, Permittee shall give City as much advance written notice as practicable, up to and including three (3) months' prior notice, of its intent to change the service provided by way of the Network Facilities installed under this Agreement, and comply with the City's lawful requirements. Permittee acknowledges that any expansion or changes in the regulatory authority over such services may, if mandated by law, require Permittee to enter into a new Agreement.

1.6 Permittee is hereby given notice of existing state law, Sec. 4215 et seq., Chapter 3.1, Division 5, Title 1 of the Government Code, as amended by A.B. 73, effective January 1, 1990, which requires owners of underground facilities to join a regional notification center, e.g. USA which requires contractors to contact such a regional notification center prior to excavation; requires facility owners to mark their underground facilities when notified; and sets civil penalties for failure to comply therewith. Prior to construction, Permittee shall contact USA to verify the location of existing underground facilities.

1.7 Except as permitted by applicable Laws or this Agreement, in the performance and exercise of its rights and obligations under this Agreement, Permittee shall not interfere in any manner with the existence and operation of any and all private and Public Right-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other telecommunications, utility, and municipal property without the approval of the owner(s) of the affected property or properties. In addition, and notwithstanding the foregoing, Permittee may not, without prior approval from the City, install any Facilities underneath any City sidewalk that runs parallel to a curb.

1.8 This Agreement is not a grant by the City of any property interest but is made subject and subordinate to the prior and continuing right of the City to use all Public Rights-of-Way in the performance of its duties, including, but not limited to, public use as a street and for the purpose of laying, installing, maintaining, repairing, protecting, replacing, and removing sanitary sewers, water mains, storm drains, gas mains, poles, overhead and underground electric and telephone wires, streetlamps, traffic signals, cable television, and other utility and municipal



uses together with appurtenances thereof and with right of ingress and egress, along, over, across, and in said Public Right-of-Way. The permission granted hereunder shall not in any event constitute an easement on or an encumbrance against City Property or against the Public Right-of-Way. No right, title or interest (including franchise interest) in the Public Right-of-Way, or any part thereof, shall vest or accrue in Permittee by reason of this Agreement or the issuance of any Permit or exercise of any privilege given thereby. This Agreement does not require the City to approve any particular permit applications nor does it provide Permittee with any interest in any particular location within the Public Right-of-Way.

1.9 This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances, and claims of title which may affect the Public Right-of-Way, and it is understood that Permittee, at its own cost and expense, shall obtain such permission as may be necessary and consistent with any other existing rights. Notwithstanding the foregoing, no reference herein shall be deemed to be representation or guarantee by City that its interest or other rights to control the use of such property is sufficient to permit its use for such purposes, and Permittee shall be deemed to gain only those rights to use Public Rights-of-Way as City may have the undisputed right and power to give.

1.10 The Parties agree that no possessory interest is created by this Agreement. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, Permittee acknowledges that City has given to Permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to this Agreement may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this Agreement, including but not limited to all taxes, fees, and assessments listed in Permittee's Permits.

1.11 The construction, installation, operation, maintenance, and removal of said Network Facilities shall be accomplished without cost or expense to City subject to reasonable approval of City in such a manner as not to endanger personnel or property, or unreasonably obstruct travel on any road, walk, or other access thereon within said Public Right-of-Way.

## **2. Term**

2.1 This agreement shall be effective upon the date of full execution by the Parties ("Effective Date"). Unless terminated pursuant to its terms, the term of this Agreement shall commence as of the Effective Date, and shall continue in full force and effect for ten (10) years (the "Initial Term"). Provided that Permittee is not in default of this Agreement beyond applicable notice and cure periods and neither Party has provided written notice to the other Party of its intention to terminate this Agreement more than one hundred and eighty (180) days prior to the expiration of the Initial Term, this Agreement shall automatically be extended for unlimited additional, one (1) year terms (each a "Renewal Term"). Either Party may terminate this Agreement during any Renewal Term by providing at least one hundred and eighty (180)

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days written notice to the other Party. The Initial Term and Renewal Term collectively are referred to herein as the "Term."

2.2 Upon termination of this Agreement, and upon written request by City, Permittee, at its own cost and expense, shall within ninety (90) days of termination remove (or, at City's discretion, abandon in place) some or all Facilities from the Public Right-of-Way and restore said Public Right-of-Way, reasonable wear and tear excepted. If Permittee fails to abide by the removal order within the time prescribed, City shall have the right to remove the Facilities and restore the Public Right-of-Way at Permittee's sole cost and expense, and Permittee shall reimburse City for any and all expenses incurred by City within thirty (30) days after receiving written demand and a statement from City detailing such costs.

2.3 Notwithstanding the termination of this Agreement, to the extent Permittee's Facilities lawfully remain in the Public Right-of-Way, Permittee shall comply with reasonable time, place and manner regulations or any other lawful regulations imposed by the City that are authorized by California Public Utilities Code Sections 7901 and 7901.1 or other applicable state or federal laws.

### **3. Reservation of Rights.**

The City's agreement hereto is not a waiver of and is without prejudice to any right City may have under law to regulate, tax or impose fees or charges on Permittee (including, but not limited to fees or charges for installing Facilities in the Public Right-of-Way or any right Permittee may have under Laws, including but not limited to California Public Utilities Code sections 7901 and 7901.1, Government Code section 65964.1 and the Communications Act of 1996. Permittee shall be subject to any taxes, fees or charges that the City lawfully imposes on the Network Facilities and Communications Services in the future. Nothing herein shall affect in any way City's power or right to impose or collect any tax or fee on users or providers of the services to be provided by Permittee. Nothing herein is intended to impose regulations or conditions on Permittee that City is preempted from imposing by state or federal laws.

### **4. Work Standards; Maintenance; Repairs.**

4.1 The Work shall be done in a good and skillful manner, subject to the supervision and reasonable satisfaction of City. Permittee's Work shall comply with all standards imposed by Laws and be conducted with the least possible hindrance or interference to the Public Right-of-Way and City Property.

4.2 All Facilities shall be maintained by Permittee in good repair, free from trash, debris, litter and graffiti and other forms of vandalism, and any damage from any cause shall be repaired as soon as practicable so as to maintain the Facilities' original appearance and to minimize occurrences of dangerous conditions or visual blight. If installed by Permittee, all existing trees, foliage, or landscaping elements shall be maintained in good condition at all times, and Permittee shall be responsible for replanting any damaged, dead, or decayed landscaping as soon as practicable, in accordance with the approved landscape plan if applicable.

4.3 The Work shall be in conformance with the plans submitted and approved. Upon completion of construction, Permittee shall furnish the City with reproducible record drawings of all improvement plans which were approved by the City. Each sheet shall be clearly marked "Record Drawing," "As-Built" or "As Constructed" and shall be stamped and signed by the engineer or surveyor certifying to the accuracy and completeness of the drawings. Permittee shall have all approved improvement plans previously submitted to the City revised to reflect the as-built conditions. However, if subsequent approved revisions have been approved by the City Engineer and reflect said "As-Built" conditions, the Engineer of Record may submit a letter attesting to said fact to the City Engineer in lieu of improvement plans submittal.

4.4 Permittee shall bear the cost of all measurements, sampling, and test procedures not included in the City's inspection program, but which may be required by the City to verify compliance with Permits, plans, and other applicable regulations. The City shall have the right to inspect the Facilities to ensure compliance with this Agreement, the Permits, and Laws.

4.5 Permittee shall be responsible for any damage to street pavements, existing utilities, curbs, gutters, sidewalks or to any private or City property or improvements, including but not limited to subsidence, cracking, erosion, collapse, weakening, or loss of lateral support, to the extent attributable to its installation, operation, maintenance, repair or removal of its Network Facilities in Public Right-of-Way. If the Public Right-of-Way to be used by Permittee has preexisting installation(s) placed in said Right-of-Way, Permittee shall assume the responsibility to verify the location of the preexisting installation and notify City and any third party of Permittee's proposed installation. The cost of any work required of such third party or City to provide adequate space or required clearance to accommodate Permittee's installation shall be borne solely by Permittee.

4.6 Any damage or disrepair caused directly or indirectly by Permittee and/or any Network Facility, including during installation, maintenance, operation, removal, relocation, or modification of any Facility for any reason, or due to neglect of a Facility, to the Public Right-of-Way or to City Property or improvements shall be repaired by Permittee at its sole cost and expense, within ten (10) days after receiving written notice from City.

4.7 If the Parties have mutually agreed that City shall perform Work necessary to address any damage and/or repairs, or Permittee fails to timely complete the required restorations and/or repairs within the specified timeframe, or if City must immediately perform such Work in the event of an emergency or to perform legally mandated duties, City may proceed with such work at the expense of Permittee, and Permittee shall reimburse City for any and all expenses incurred by City within thirty (30) days after receiving written demand and a statement from City detailing such costs.

4.8 Permittee shall be responsible for ensuring that the Work of employees, contractors, subcontractors, agents, representatives and permitted assigns is performed consistent with this Agreement and applicable Laws, and shall be responsible for all acts or omissions of such third parties including responsibility for promptly correcting acts or omissions. This Section is not meant to alter tort liability of Permittee to third parties.

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## **5. Removal, Relocation, and Abandonment.**

5.1 Subject to the provisions of this Section, Permittee shall at its sole expense and without cost or expense to City, properly remove, relocate or abandon any or all of the Network Facilities installed, used, and maintained under this Agreement if and when such Facilities may be deemed by City to be detrimental to the public health, safety, or welfare; are in conflict vertically and/or horizontally with any proposed City installation; interfere with any City construction project; or must be removed, relocated or abandoned due to any change of grade, alignment or width of any street, sidewalk or other public facility by the City or other public agency, including the construction, maintenance, or operation of any other City underground or aboveground facilities including but not limited to any sewer, storm drain, conduits, streetlamps, traffic signals, gas, water, electric or other utility system, or pipes owned by City or any other public agency; provided, however, that Permittee shall not be required to bear the expense of a removal, relocation or abandonment requested under this Section on behalf of, or for the benefit of, any private party unaffiliated with either Party.

5.2 If Permittee is required to relocate its Facilities, City shall reasonably cooperate with Permittee to determine a mutually acceptable location on a Public Right-of-Way where Permittee may relocate said Facilities. In the event Permittee relocates the Facilities to a new location as set forth in this Section, the terms of this Agreement will apply to the Work at the relocated Facilities unless the Parties agree otherwise. Permittee shall secure any permits necessary to complete the Work to relocate and re-install Facilities in the new location. If the relocation is caused by the City, then any Permit fees associated with such application shall be waived.

5.3 In the event of relocation or removal, Permittee must restore the site to the same condition that existed prior to the installation of the Facility, reasonable wear and tear excepted. In no event shall Permittee have any claim against the City for any of the costs of relocating, constructing, or removing the Facility.

5.4 If Permittee is required to remove, relocate or abandon its Facilities pursuant to this Section, such removal, relocation or abandonment shall be completed within one hundred eighty (180) days of written notice delivered by City unless exigencies dictate a shorter period for removal, relocation or abandonment, and such shorter period is stated in the written request (the "RRA Notice Period").

5.5 If Permittee has not complied with such written request for removal, relocation or abandonment within the RRA Notice Period or executed a written agreement to extend the RRA Notice Period within the RRA Notice Period, then, on the first business day immediately following the last day of the RRA Notice Period, City may cause the removal, relocation or abandoning work to be done at Permittee's sole cost and expense and, in the case of relocation, may use its sole discretion to determine a new location for the Facilities. Under such circumstances, City shall only be obligated to perform such work in a manner consistent with the standard practices of City in performing street work and construction. Permittee shall reimburse City for any and all expenses incurred by City, including costs associated with repairing and restoring the Public Right-of-Way associated with the impacted Facilities, within thirty (30) days

after receiving written demand and a statement from City detailing such costs. City shall not be obligated to repair or replace any materials or improvements in a form or manner consistent with any applicable Permit or any plans and specifications submitted by Permittee, and City shall not be responsible for any damages whatsoever to Permittee as a result of City performing such work, unless City performs such work in a grossly negligent or reckless manner.

5.6 If City determines that any portions of the Facilities covered under this Agreement are, for a period of one-hundred and eighty (180) calendar days or more, (a) are no longer used by Permittee, or (b) are not operational, or (c) Permittee otherwise intends to abandon a Facility or a portion thereof but failed to notify the City not less than sixty (60) days prior to abandonment, City shall send written notice to Permittee seeking confirmation that such Facilities have been abandoned or not in use. Within thirty (30) days of notice, Permittee shall respond to the notice by confirming that Permittee has not abandoned the Facilities; or by removing the Facilities at its own expense; or, with City's permission, by abandoning the Facilities in place. If Permittee does not respond to the notice within the required period, City may, at its option, proceed with removal at the expense of Permittee, and Permittee shall reimburse City for any and all expenses incurred by City within thirty (30) days after receiving written demand and a statement from City detailing such costs, or City may assume ownership of the Facilities. After such removal or abandonment, Permittee shall have no further rights to the Facilities. Under such circumstances, Permittee shall cooperate in good faith to execute any documents necessary to convey title to the Facilities to the City.

5.7 In the event Permittee removes, relocates or abandons its Facilities or any portion thereof, such work shall be so completed consistent with this Agreement all requirements of the City of Coachella Code of Ordinances as it may be amended from time to time, as well as any policies currently in effect. Should Permittee remove the Facilities from the Public Right-of-Way, Permittee shall, within ten (10) days after such removal, give notice thereof to City specifying the Public Right-of-Way affected and the location thereof as well as the date of removal. Before proceeding with removal or relocation work, Permittee shall obtain any necessary Permits from the City.

## **6. Termination, Default and Remedies.**

6.1 Notwithstanding any other term or provision of this Agreement, City shall have the right to terminate this Agreement, after notice and an opportunity to cure as provided by this Section, for: (a) Any willful misconduct, fraud, or gross negligence that comprises a material breach by Permittee of any term or provision of this Agreement; or (b) This Agreement may be terminated if Permittee's Certificate of Public Convenience and Necessity terminates, is revoked, or is abandoned.

6.2 In the event Permittee defaults, or fails to keep, fulfill or perform any of the terms or conditions of this Agreement or any Permit and fails to remedy such default within forty-five (45) days after delivery of written notice from the City of such default or failure, City may terminate this Agreement as provided for by this Section. Upon such termination, this Agreement and any and all Permits shall be cancelled, and all of the rights and privileges of Permittee under

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the Agreement and any Permit shall be deemed surrendered, except for those rights and terms of this Agreement which are identified herein as surviving termination.

6.3 Notwithstanding the notice and cure periods set forth herein, in the event that the City finds that the Network Facilities pose an imminent threat to the public health, welfare and safety, the City may so notify Permittee in writing and may, without providing Permittee an opportunity to cure, take immediate steps to mitigate the threat, including but not limited to removal and relocation of the Facilities, the reasonable and documented cost of such work to be borne solely by Permittee. The Parties agree to attempt in good faith to work cooperatively with one another to neutralize and mitigate any threat to public health, welfare and safety caused by or exacerbated by the Facilities.

6.4 Permittee may terminate this Agreement without cause upon forty-five (45) days' written notice to City following the removal of all Facilities and restoration of the Public Right-of-Way as required under this Agreement. Upon such termination, this Agreement and any and all Permits shall be cancelled, and all of the rights and privileges of Permittee under the Agreement and any Permit shall be deemed surrendered, except for those rights and terms of this Agreement which are identified herein as surviving termination.

6.5 Upon expiration or termination for any reason, Permittee shall remain liable for any amount due under the Agreement, which obligation to pay shall survive any termination of this Agreement. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to indemnification and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive, as well as Sections 1.10, 1.11, 2.3, 3, 4, 5.3, 5.7, 7.2, 7.3, 8, 9, 11.3, and 11.9.

## **7. Performance Bond.**

7.1 Prior to issuance of the first Permit after the Effective Date, must provide a performance bond in the sum of: (i) for 1-25 Facilities, Twenty Five Thousand Dollars (\$25,000) collectively; (ii) for 26-50 Facilities, Fifty Thousand Dollars (\$50,000) collectively; and 51 or more Facilities, One Hundred Thousand Dollars (\$100,000) collectively, in a form that shall be reasonably approved by the City, naming the City as obligee in an amount equal to approximately one hundred percent (100%) of the total cost of removal of the Facilities, including but not limited to those Facilities already installed under the prior Permits and the pending Permits (as reasonably approved by the City and as may be increased or decreased from time to time with approval of the City, the "Bond"), to guarantee and assure the faithful performance of Permittee's obligations under this Agreement.

7.2 The City shall have the right to draw against the Bond to recover City's actual costs in the event City must remove, repair, or remediate any damage related to a Facility or take any actions to ameliorate damages caused by Permittee's failure to perform under this Agreement. In the event Permittee has otherwise been declared by the City to be in default of a material provision of this Agreement and if Permittee fails, within thirty (30) days of written notice, to perform any of the conditions of this Agreement, City may thereafter obtain from the

bond, after proper claim is made to the surety, an amount sufficient to compensate the City for its damages.

7.3 Thirty (30) days after the City's delivery of notice of the Bond withdrawal authorized herein, Permittee shall replenish the Bond or deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this Agreement. Any portion of the Bond that is not drawn upon by the City as reimbursement for actual costs of removal of the Facilities shall be released and refunded to Permittee upon written notice by the City to the surety and Permittee.

## **8. Hold Harmless and Indemnification.**

8.1 To the furthest extent allowed by law, Permittee shall indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Permittee, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of this Agreement, any Permit or any work permitted under this Agreement. Permittee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct, of City or its officers, officials, employees, agents or volunteers.

8.2 Permittee's occupancy within, and use of, the Public Right-of-Way and any maintenance of Network Facilities shall be at Permittee's sole risk and expense. Permittee accepts all risk relating to Permittee's: (i) occupancy within, and use of, the Public Right-of-Way; (ii) maintenance of Network Facilities; and (iii) the performance of, or failure to perform, this Agreement, any Permit, or any work permitted under this Agreement or any Permit. City shall not be liable to Permittee or Permittee's insurer(s) for, and Permittee and its insurer(s) hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Public Right-of-Way in any way related to the Permittee's operations and activities except to the extent solely caused by the gross negligence, or by the willful misconduct, of City. Permittee shall immediately notify City of any occurrence within the Public Right-of-Way resulting in injury or death to any person or damage to property of any person.

8.3 If it is necessary for Permittee to contract for the construction and/or maintenance of the Network Facilities, Permittee shall require each contractor to indemnify, hold harmless, defend and release City and its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

8.4 In the event that the City or any of its duly elected or appointed officers, agents, employees or representatives shall be made a party to any action due to Permittee's violation of this Agreement or any Permit or any federal, state or local laws, Permittee shall indemnify,

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defend (with legal counsel acceptable to City) and hold the City harmless from any and all such claims.

8.5 This Section 8 shall survive termination or expiration of this Agreement.

## 9. Limits of City Liability.

9.1 In no event shall the City be liable under any theory to Permittee for any damage to the Facilities caused by any excavation or work performed by any other persons or by City at or near the location of the Facilities. Neither Party shall be liable, under any theory, to the other Party, for any indirect, special, punitive or consequential damages including, but not limited to, any claim for loss of Services, lost revenue or profits or third-party damages.

9.2 Permittee releases City from any liability, including claims for damages or extra compensation, arising from construction delays due to any activities by City.

9.3 Nothing in this Agreement shall be deemed to make the City or any officer or employee of the City responsible or liable to Permittee or any other person by reason of the City's approval of plans for the Work or by reason of any inspections of the Facilities conducted by the City, except and to the extent caused by the City's sole negligence, willful misconduct or criminal acts.

## 10. Insurance.

10.1 During the life of this Agreement, Permittee shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required:

10.2 COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$1,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations



\$4,000,000 general aggregate

10.3 COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other vehicles (Code 1 Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

10.4 WORKERS' COMPENSATION insurance as required under the California Labor Code.

10.5 EMPLOYERS' LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

10.6 PROPERTY insurance against all risks of loss to the Network Facilities owned by Permittee, at full replacement costs with no coinsurance penalty provision.

10.7 In the event Permittee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

10.8 Permittee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Permittee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee in his/her sole discretion. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or (ii) Permittee shall provide a financial guarantee, satisfactory to the City Manager or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

10.9 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Permittee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the term of this Agreement, Permittee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

10.10 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name City, its officers, officials, employees, agents and volunteers as an additional insured. All such policies of insurance shall be endorsed so Permittee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents or volunteers. Any Workers' Compensation

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insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Should Permittee maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

10.11 Permittee and its insurers shall waive all rights of contribution, recovery and subrogation against City, its officers, officials, employees and agents on account of any injury, death or property damage to any person, including any injury or death to the Permittee, its principals, officers, employees, agents, contractors, subcontractors, consultants, sub-consultants, invitees, or Permittee's property or the property of others under Permittee's care, custody and control. Permittee shall give notice to its insurers that this waiver of subrogation is contained in this Agreement. This requirement shall survive expiration or termination of this Agreement.

10.12 Permittee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved prior to City's execution of this Agreement.** Upon request of City, Permittee shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

10.13 If at any time during the life of this Agreement or any extension, Permittee or any of its contractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Permittee of its responsibilities under this Agreement.

10.14 The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its principals, officers, agents, employees, persons under the supervision of Permittee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

10.15 If it is necessary for Permittee to contract for the construction and/or maintenance of the Network Facilities, Permittee shall require each contractor to provide insurance protection in favor of City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except for Property insurance described in Section

10.6, and except that the contractor's certificates and endorsements shall be on file with Permittee and City prior to the commencement of any work by the contractor.

## **11. General Conditions.**

11.1 Authority for Signature. Each Party represents and warrants that it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement and that this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles. The Permittee represents and warrants that it has any and all authorizations and approvals from state and federal regulatory agencies including the California Public Utilities Commission and the Federal Communications Commission as are necessary for the activities and Facilities contemplated by the Agreement and that Permittee is in compliance in all material respects with its obligations under such authorizations.

11.2 Non-Exclusive Grant. The permission to use the Public Right-of-Way provided under this Agreement and any Permit is non-exclusive. The grant of any Permit or any of the terms or conditions contained herein shall not be construed to prevent the City from granting similar permits and/or licenses or any identical, similar or other type of license or franchise to use the Public Right-of-Way to any person, firm or corporation other than Permittee. This Agreement and any Permit are not intended for any third party's benefit and cannot be enforced by any third party.

11.3 Entire Understanding. This Agreement and any and all Permits issued to Permittee contain the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements or understanding (whether oral or written) between or among the Parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by all Parties.

11.4 Remedies. No provision herein made for the purpose of securing performance of the terms and conditions of this Agreement and any Permit shall be deemed an exclusive remedy, or to afford the exclusive procedure for the enforcement of the Agreement's or any Permit's terms and conditions, but the remedies and procedures herein provided, in addition to those provided by law, shall be deemed to be cumulative.

11.5 Assignment. No rights and duties under this Agreement or any Permit shall be assigned or delegated by Permittee without the prior written approval of the City, which approval shall not be unreasonably withheld. Notwithstanding any provision in this Agreement to the contrary:

11.5.1 Permittee shall have the right to assign this Agreement without the City's consent to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Permittee, or to any entity into which Permittee may be merged or consolidated or which purchases all or substantially all of the assets of Permittee that are subject to this Agreement; provided, however, that in the event of such

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assignment, Permittee shall provide within thirty (30) days of such assignment (a) written notice to the City, specifically identifying (i) the name of the assignee; (ii) its corporate form (e.g., corporation, limited liability company, etc.); (iii) its place of incorporation or organization; (iv) the name, title, address, telephone number and e-mail address of the appropriate person for notice purposes; and (v) the assignee's relationship to Permittee; and (b) a copy of any document memorializing such assignment.

11.5.2 To the extent Permittee desires to maintain the confidentiality of such document, the City will execute a separate confidentiality agreement. An assignment shall not be effective until the assignee agrees in writing to comply with and be subject to all the terms and conditions of this Agreement and the City of Coachella Code of Ordinances. This Agreement may be assigned in its entirety; however, Permittee shall remain liable for any outstanding obligations incurred prior to such assignment.

11.5.3 The Parties agree and acknowledge that certain Facilities deployed by Permittee in the Public Right-of-Way pursuant to this Agreement may be owned and/or operated by Permittee's third-party wireless carrier customers ("Carriers") and installed and maintained by Permittee pursuant to license agreements between Permittee and such Carriers. Such Facilities shall be treated as Permittee's Facilities for all purposes under this Agreement provided that (i) Permittee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities; (ii) City's sole point of contact regarding such Facilities shall be Permittee; and (iii) Permittee shall have the right to remove and relocate the Facilities.

11.6 Waiver. A waiver by the City of any breach of any term, covenant, or condition contained in this Agreement and any Permit shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement or any other Permit whether of the same or different character. The failure of the City on one or more occasions to exercise a right or to require compliance or performance under this Agreement or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse the Permittee from complying or performing, unless such right or such compliance or performance has been waived in writing.

11.7 Attorney's Fees. If any action at law or in equity is brought to enforce or interpret the terms of this Agreement or of any Permit, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.

11.8 Severability. If any one or more of the covenants or agreements or portions thereof provided in this Agreement or any Permit shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement or of any Permit.

11.9 Notice. All notices permitted or required under this Agreement shall be given to the respective Parties via certified mail at the following address, or at such other address as the respective Parties may provide in writing for this purpose. The notice shall be deemed served five (5) days after the postmarked date. A courtesy copy of all notices shall be sent via email at the email address provided below:

City:

City of Coachella  
Attn: Public Works Director  
1515 Sixth Street  
Coachella, CA 92236  
(760) 501-8111  
mmartinez@coachella.org

With a copy to:

Best Best & Krieger, LLP  
Attn: City Attorney, City of Coachella  
300 South Grant Ave., Floor 25  
Los Angeles, CA 90071  
Phone: (213) 617-7491  
Email: Carlos.Campos@bbklaw.com

Permittee:

Mobilitie, LLC  
Attn: Asset Management  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Phone: (877) 999-7070  
Email: WestAssetMgmt@mobilitie.com

With a copy to:

Mobilitie, LLC  
Attn: Legal Department  
660 Newport Center Drive, Suite 200  
Newport Beach, CA 92660  
Phone: (877) 999-7070  
Email: Legal@mobilitie.com

11.10 Force Majeure. Neither Party shall be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by the other, if and to the extent

# ITEM 12.f.

that it is prevented from carrying out those obligations by, or such losses or damages are caused by, an event beyond the control of the Party (“Force Majeure Event”) except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred (in which case this subsection shall not apply to that extent). As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking this section shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

11.11 Successors and Assigns. All of the provisions, conditions and requirements of this Agreement shall be in addition to any and all other obligations and liabilities Permittee may have to the City at common law, by statute, or by contract, and shall survive the City’s Agreement to Permittee and any renewals or extensions thereof. All of the provisions, conditions, regulations, and requirements contained in this Agreement shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Parties and all privileges, as well as all obligations and liabilities of each Party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such Party is named herein.

11.12 Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties’ activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Bernardino, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Permittee expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

11.13 Exhibits. All exhibits attached hereto form material parts of this Agreement.

**[Signatures Begin on Next Page]**


# ITEM 12.f.

IN WITNESS WHEREOF, the Parties have signed this Agreement, effective as of the date of full execution by the Parties below.

**CITY OF COACHELLA, a California  
municipal corporation**

**MOBILITIE, LLC, a Nevada limited  
liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: Christopher Glass  
Title: SVP, General Counsel  
Date: 11-07-2018

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

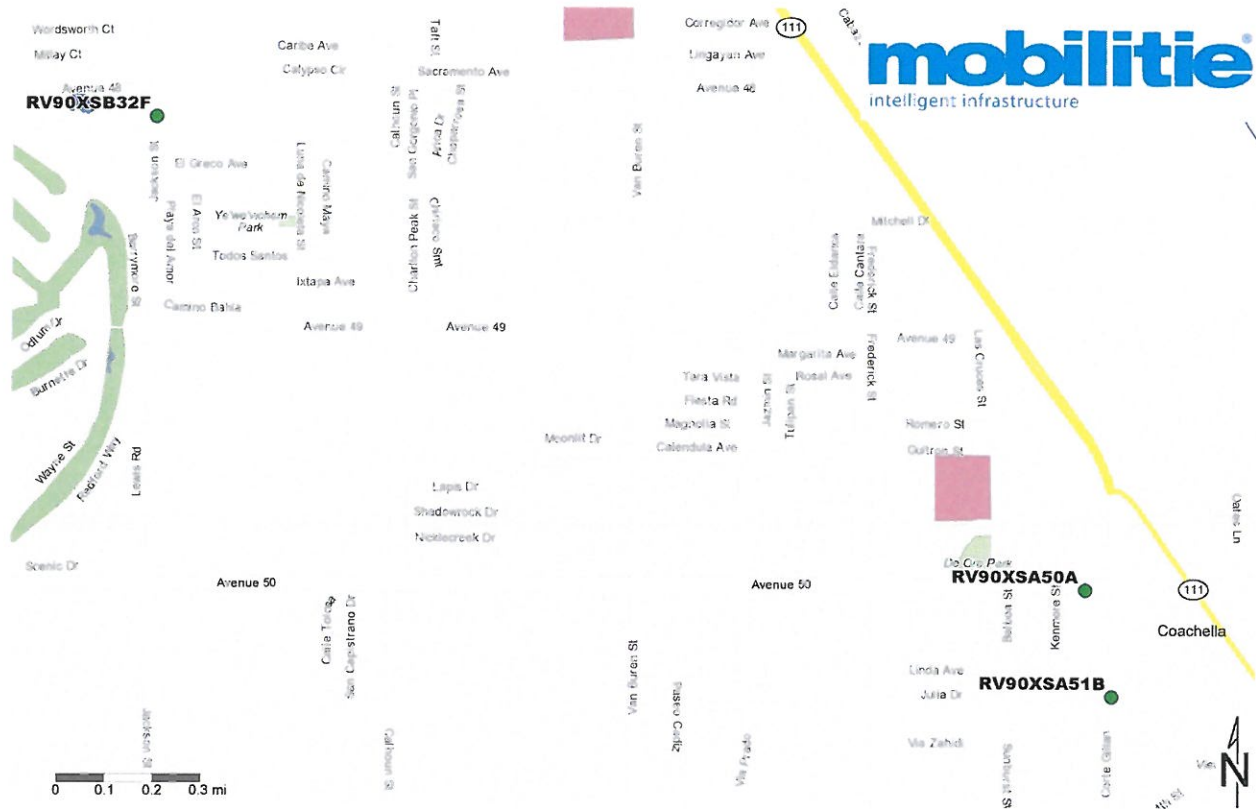
**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# ITEM 12.f.

## EXHIBIT A

### RIGHT-OF-WAY MASTER PLAN



PROPOSED FACILITIES PURSUANT TO CONDITIONAL USE PERMIT NUMBERS 285, 286, AND 291					
Candidate Code	Mobilitie Candidate ID	Pole Type	Latitude	Longitude	Nearest Approximate Address
RV90XSA50A	9CAB012579-A	New Light Pole	33.68537000	-116.18269700	Public ROW near 84911-84923 Avenue 50
RV90XSA51B	9CAB012580-B	New Light Pole	33.68217500	-116.18173100	Public ROW near 50497-50545 Harrison St
RV90XSB32F	9CAB012660-F	New Light Pole	33.69944300	-116.21632800	Public ROW near 48568-48824 Jackson St



ITEM 12.g.





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to the Coachella Valley Housing Coalition in the Amount of \$1,000 to support its College Scholarship Program

---

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant to the Coachella Valley Housing Coalition in the amount of \$1,000 to support its college scholarship program, which will directly benefit students who reside in the City of Coachella.

### **BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

### **DISCUSSION/ANALYSIS:**

The Coachella Valley Housing Coalition (CVHC) is a nonprofit organization with the mission to improve the living conditions of low-income individuals and families through affordable housing development and the provision of other essential resident service programs like its college scholarship program, which makes annual scholarship awards to students residing in CVHC housing communities who are pursuing higher education and have high financial need.

### **ALTERNATIVES:**

1. Award the Coachella Valley Housing Coalition a Community Based Grant in the amount of \$1,000.00.
2. Do not award the Coachella Valley Housing Coalition a Community Based Grant.

# ITEM 12.g.

## FISCAL IMPACT:

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving a balance of \$6,891.00 for the remainder of this fiscal year.

## ATTACHMENT(S):

1. Copy of Community Based Grant Application Packet



**CITY OF COACHELLA, CA  
COMMUNITY BASED GRANT PROGRAM  
APPLICATION FOR FUNDS REQUEST**

**Please Type Information and Print**  
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

**1. Application Funding Cycle:** **Date:** 11/28/2018  
  
July 1, 2018 - June 30, 2019

**2. Total Amount Requested:** \$ 1,000 \*Amount requested cannot exceed \$1,000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

**3. Proposed Program/Service of Funding Request:**  
JFM Scholarship Fund Program

**4. Agency/Organization:**  
Coachella Valley Housing Coalition  
**5. Mailing Address:**  
45-701 Monroe Street, Suite G  
**City:** Indio **Zip:** 92201  
**6. Telephone:** (760) 347-3157  
  
**Fax:** (760) 342-6466

**7. Official Contact Person:**  
**Name:** Pam Grogan  
  
**Title:** Resource Development Manager  
  
**Telephone:** (760) 347-3157  
  
**Fax:** (760) 342-6466  
  
**E-mail:** pamela.grogan@cvhc.org

# ITEM 12.g.

## CITY OF COACHELLA

### APPLICATION ADDENDUM

#### 10. List of Previous Funding from the City of Coachella:

▪	FY2016-2017	Mariachi Music Classes	\$200
▪	FY2012-2013	Housing Rehabilitation	\$91,000
▪	FY2010-2012	Neighborhood Stabilization Program	\$75,800
▪	FY2006-2007	Afterschool Program	\$10,000

#### 14. Will the program/service require additional funding sources?

Yes, this is an ongoing annual program which requires funding from various sources. Recently, we received \$5,000 in funding for scholarships; we are expecting another \$15,000 in funds by December 2018.

#### 15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

Efforts to sustain this program include grant solicitations to various foundations, corporations and government funding sources. Currently, we have grant applications pending with the following funders:

- Auen Foundation \$15,000 (Anticipated)
- Buster Family Foundation \$5,000 (received, June 2018)



**JFM Scholarship Fund Program**

**PROGRAM BUDGET – FY2018/2019**

<b>Expenditures</b>	<b>Amount</b>
PERSONNEL	
Resource Development Coordinator (\$38,000 @ .20FTE)	\$7,600
Taxes/benefits (22%)	1,672
<b>TOTAL PERSONNEL</b>	<b>\$9,272</b>
DIRECT SERVICES	
Scholarships (minimum of 40)	\$50,000
Awards Luncheon	3,000
Mailing & Printing Costs	900
Photographer	650
Guest Speaker – Lodging/transportation/miscellaneous	700
<b>TOTAL DIRECT SERVICES</b>	<b>\$55,250</b>
<b><i>TOTAL PROGRAM BUDGET</i></b>	<b><i>\$64,522</i></b>

# ITEM 12.g.

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

## THE BUSTER FAMILY FOUNDATION

1399 W COLTON AVE. # 5  
REDLANDS, CA 92374-4536

WELLS FARGO BANK

1512

16-24/1220(7)

6/14/2018

PAY TO THE  
ORDER OF

JOHN F. MEALEY SCHOLARSHIP FOUNDATION

\$ \*\*5,000.00

Five Thousand and 00/100\*\*\*\*\*

DOLLARS

JOHN F. MEALEY SCHOLARSHIP FOUNDATION



SAFEGUARD SECUR.  
SAFEGUARD SECUR.  
M

MEMO

2018 Donation

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈001512⑈ ⑆122000247⑆ 8204686342⑈

THE BUSTER FAMILY FOUNDATION

1512

JOHN F. MEALEY SCHOLARSHIP FOUNDATION

6/14/2018

5,000.00

Received

JUN 14 2018

C.V. Housing Coalition

ENTERED

Wells Fargo Bank

2018 Donation

5,000.00





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0752857589  
Jan. 17, 2018 LTR 4168C 0  
95-3814898 000000 00

00007966

BODC: TE

COACHELLA VALLEY HOUSING COALITION  
45-701 MONROE STSUITE G  
INDIO CA 92201-3937



015681

Employer ID Number: 95-3814898  
Form 990 required: YES

Dear COACHELLA VALLEY HOUSING COALI:

This is in response to your request dated Jan. 05, 2017, regarding your tax-exempt status.

We issued you a determination letter in JULY 1983, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



ITEM 12.h.





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to Alternatives for Youth in the amount of \$1,000.00 to support its Life Skills Course offered in the City of Coachella

---

### **STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Alternatives for Youth in the amount of \$1,000.00 to support its Life Skills course offered in the City of Coachella to underprivileged youth up to 24 years of age.

### **BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

### **DISCUSSION/ANALYSIS:**

Alternatives for Youth is a nonprofit organization that offers informational programming aimed at connecting youth up to age 24 and their families with essential resources. By equipping youth with a wide range of life skills lessons such as conflict management training, social skills, job readiness skills, and vocational skills—Alternatives for Youth is helping at-risk youth to lead positive, productive, contributing lives. The workshop series also features inspirational and motivational speakers.

### **ALTERNATIVES:**

1. Award Alternatives for Youth a Community Based Grant in the amount of \$1,000.00.
2. Do not award Alternatives for Youth a Community Based Grant.

# ITEM 12.h.

**FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$5,891.00 for the remainder of this fiscal year.

**ATTACHMENT(S):**

1. Copy of Community Based Grant Application Packet



**CITY OF COACHELLA, CA  
COMMUNITY BASED GRANT PROGRAM  
APPLICATION FOR FUNDS REQUEST**

**Please Type Information and Print**  
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

1. Application Funding Cycle: Date: 12/17/2018

July 1, 2018 - June 30, 2018

2. Total Amount Requested: \$ 1,000

If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.

3. Proposed Program/Service of Funding Request:

Life Skills Program

4. Agency/Organization:

Alternatives for Youth

5. Mailing Address:

73550 Alessandro Dr

City: Palm Des Zip: 92260

6. Telephone: (760) 347-4445

OR (760) 774-6898

Fax: (760) 813-3314

7. Official Contact Person:

Name: Michael Harrington

Title: CEO

Telephone: (760) 774-6898

Fax: SAME

E-mail: staff.alternatives4youth@gmail.com

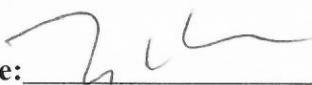
# ITEM 12.h.

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?   
Yes  No  (Attach documentation)
9. How long has this organization been in existence?  
since 2015
10. Has the organization previously received funding from the City of Coachella?  
 Yes  No  
If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.
11. Is this request for a  New or  Existing program/service within the City?
12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?  
January to June
13. Describe briefly how the requested funds will be used.  
see attd
14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.  
No.
15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?  
We have several funding sources. We will need letters of support to renew the funding.
16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.  
We offer a program in the City of Coachella, for youth. A Life Skills course, with bilingual staff.
17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)  
Currently, under 18, Hispanic. Majority is below poverty level. Equal gender.

18. Attach a proposed budget for requested funds.

Authorized Official: Michael Harrington

Title: CEO

Signature: 

Date: 12-17-18



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 05 2015

ALTERNATIVES FOR YOUTH IN  
TRANSITION  
70025 HWY 111 STE 101  
RANCHO MIRAGE, CA 92270-2935

Employer Identification Number:  
47-5399728  
DLN:  
26053701002585  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
October 1, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

This supersedes our letter dated November 3, 2015, which we issued with an incorrect name. We updated our records to show your correct name as listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

Letter 5436

# ITEM 12.h.

## **Alternatives for Youth in Transition Program**

The program, Alternatives for Youth in Transition will be 12 sessions. The topics are: vision board, goal setting/time management; conflict resolutions, vocational skills. The agenda will be set up where each class will be a time span of 20 minutes with time after for Q&A. Each topic is best taught with two courses, an introduction and a follow up.

1. **Vision Board: 2 sessions**-A vision board is something you create to remind yourself of your own, personal goals. Whether you wish to get better grades in school, make new friends or land a summer job, your vision board represents a collection of your greatest dreams and desires. Once you've made your vision board, you'll be able to look at it and use it as a reminder of the things you want to achieve most. Students will reflect on who they are, what their talents are, how they relate to others, and how they can achieve future goals. The vision board will be a creative representation to motivate them to keep on track with their goals. This is a great activity to do in January as a new calendar year begins. Vision boards can also be used at the beginning of school year or to close out a school year.
2. **Self-Assessment: 2 sessions** -Students are asked to fill out work sheets with simple questions that are designed to provide feedback

on their strength and weakness in working towards their goals.  
Such as time management, planning, etc.

3. **In Goals and Time Management 2 sessions** -we use the steps of organizations, overcome and achieve to create the best goal and outcome in a timely manner. In goal settings you must create a vision and be specific, which will help setting concrete goals. By following these steps, the student will develop a daily plan. We also have many helpful tips for students that involve time management. For example, each student should reflect on their mission and goals daily. With our goals and time management class we will include speakers that will talk about how they got into their career and what it took for them to get there. The three steps of goal setting which are to create your vision, set concrete goals and develop daily plans will help students how accomplish any goal they have in life.
4. **Social Skills 2 sessions:** We use task cards and role playing to get kids thinking about ways they interact with others. Basic interactions at school as well as with development of friendships.
5. **Conflict Resolution 2 sessions:** There are five conflict resolution steps that help children and teenagers find two or more ways to create a peaceful solution. There are four roles play scenarios that give a setup and dialogue to help the students create healthy and good thinking techniques for dealing with conflict in any problem.

## ITEM 12.h.

Also, there are Bully Free Questions that can be used as writing assignments, classroom presentations, or classroom discussions. The bully free questions are exemplified as “what would you do?” questions and you get to discuss about each situation. After the class discuss what would you do? The class then gets to talk about bullying or mean behaviors they have seen on TV, social media or in public and how they can resolve it. The conflict resolution steps present different role plays situations. Examples of these role plays are scenes in classrooms where students learn how control self-anger towards teachers and instructions. There is also role play situations that are portrayed between peers. These situations help students learn how to be calm and not lash out towards others.

6. **Vocational Life Skills 2 sessions:** Depending on age of students this can be interchanged with our LIFE Skills instead of vocational skills. Vocational Life skills have the ability for an adaptative and positive behavior that may help individuals deal with the demands and challenges of everyday life. We have set up vocational scenarios, such as “You forget your work schedule for the week.” We will follow each scenario with the question, “What will you do?” This creates the student to question their actions and think and act on the correct response. Through each situation students must figure out what will they do and how to resolve it. After students go over the situations I then have a worksheet that gives

# ITEM 12.h.

students other ideas about solutions. Asking Students how could you solve this problem better or what is the best possible solution.

**6.(A)** Alternative to vocational skills is life skills sessions focusing more on basic day to day knowledge such as opening a checking account, problem solving common situations encountered in the community and various role playing flash cards.

This is presented by a non-profit, we are a 501c(3). We have various inspirational speakers. Cost to you is zero.

**Michael Harrington**

73550 Alessandro Dr #101

Palm Deseret, CA 92260

(760)347-4445/ cell (760)774-6898

[www.alternatives4youth.com](http://www.alternatives4youth.com)

# ITEM 12.h.

## Alternatives for Youth's Project Budget

Our nonprofit focuses on: Making smart choices; staying in school; going to college; Educational expenses and also Informational and educational events aimed at connecting youth (and their families), teachers and other youth staff to resources, primarily for underprivileged youth ages 14-17 in the Latino community, below poverty levels.

\$250 for written materials and copies, miscellaneous trip expenses (mileage), pro-rate share of office rent. We purchase written programs from educational outlets and make copies.

\$62.50 per class/session is \$750 Bare minimum speaker stipends. Bilingual staff always included.

#1,000<sup>€</sup> TOTAL

ITEM 12.i.







**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Celina Jimenez, Grants Manager

**SUBJECT:** Approve a Community Based Grant to the Coachella Youth Sports Association Soccer League in the Amount of \$1,000 to Help Pay for Temporary Lighting

---

**STAFF RECOMMENDATION:**

Staff recommends that the City Council consider awarding a Community Based Grant (CBG) to the Coachella Youth Sports Association Soccer League in the amount of \$1,000.00 to help pay for the rental of temporary lighting needed to illuminate the soccer fields on Avenue 53 in Coachella.

**BACKGROUND:**

The Community Based Grant Program was established in 2010 and allows the City of Coachella to offer financial assistance to local nonprofit organizations, schools, youth-serving organizations, and other community-based organizations that provide essential services, programs and activities to residents in Coachella. Applicant organizations are only eligible to submit one application for consideration each fiscal year and must be legally established with non-profit or tax-exempt status, be based in the Coachella Valley, or provide direct service to Coachella residents. Approval of grant funds does not constitute a precedent for grant allocations in subsequent years. All CBG grants are reimbursement grants to ensure that applicants are meeting their stated goals. The FY 18-19 budget includes an allocation of \$15,000 for the Community Based Grant Program.

**DISCUSSION/ANALYSIS:**

The Coachella Youth Sport Association Soccer League is a nonprofit organization that was established in 2009 to bring high-level soccer competition to the Coachella Valley. Its 90 teams compete all over Southern California and provide a great representation of the local talent that resides in the Coachella Valley. Players are from Mecca, Thermal, Coachella, North Shore, Indio and other local communities. The league is also a chartered member of the California Youth Soccer Association and considers the soccer fields on Avenue 53 its home fields.

# ITEM 12.i.

## **ALTERNATIVES:**

1. Award the Coachella Youth Sport Association Soccer League a Community Based Grant in the amount of \$1,000.00.
2. Do not award the Coachella Youth Sport Association Soccer League a Community Based Grant.

## **FISCAL IMPACT:**

Should the City Council approve the staff recommendation, the Community Based Grant account will be reduced by \$1,000.00 leaving \$4,891.00 for the remainder of this fiscal year.

## **ATTACHMENT(S):**

1. Copy of Community Based Grant Application Packet



**CITY OF COACHELLA, CA  
COMMUNITY BASED GRANT PROGRAM  
APPLICATION FOR FUNDS REQUEST**

**Please Type Information and Print**  
Information entered in the provided spaces cannot be saved.

(Attach additional pages as needed, however applicants are encouraged to be brief.)

**1. Application Funding Cycle:** **Date:** 11/20/2018

July 1, 20 18 - June 30, 20 19

**2. Total Amount Requested:** \$ \$1,000 \*Amount requested cannot exceed \$1,000

**If requesting waiver of City fees or charges, please indicate the City service for which the waiver is being requested.** we would like to request a donation to help with the light usage at the soccer fields in ave 53.

**3. Proposed Program/Service of Funding Request:**

light usage at ave 53 soccer fields leased by CYSA Soccer league

**4. Agency/Organization:**  
Coachella Youth Sports Assc. SL

**5. Mailing Address:**  
po box 1323  
City: coachella Zip: 92236

**6. Telephone:** (760) 574-8709

**Fax:** (000) 000-0000

**7. Official Contact Person:**

**Name:** Alma Aceves

**Title:** president / CEO

**Telephone:** (760) 574-8709

**Fax:** (000) 000-0000

**E-mail:** aztecasdealma@hotmail.com

# ITEM 12.i.

8. Does this organization have a non-profit status with the Internal Revenue Service (IRS)?  Yes  No  (Attach documentation)

9. How long has this organization been in existence?

C.Y.S.A. Soccer league founded in 2009

10. Has the organization previously received funding from the City of Coachella?

Yes  No

If yes, please identify the program/service, total prior grant allocation, and the fiscal year in which the funds were received.

Grant was approved for the National Champion team in 2016

11. Is this request for a  New or  Existing program/service within the City?

12. What is the anticipated time frame to provide the proposed program/service and the expenditure of the requested funds?

January 2019

13. Describe briefly how the requested funds will be used.

if granted this will allowed us to pay for rental lights used at ave 53 soccer fields therefor providing later game times to accommodate all players.

14. Will the program/service require additional funding sources? If so, identify all funding sources and provide the steps taken to acquire funding.

if needed additional funding is provided by donations from adult players, referees and snack bar. these donations help pay for field maintenance.

15. If the program/service is planned to continue beyond the period provided by this grant, what funding plans are there to sustain the program/service?

additional funding is provided by donations from adult players, referees and snack bar and team registration.

16. How will the proposed program/service serve City of Coachella residents? Will the proposed program/service also serve non-Coachella residents? Please describe.

fields are open to the residents of Coachella and both youth and adults are welcome to join and participate in any team or division.

17. Describe the characteristics of the clients the proposed program/service anticipates to serve (i.e. age group, gender, income level, ethnicity, etc.)

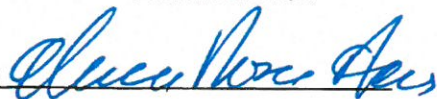
CYSA serves youth co-ed players/teams from 3 to 18 years of age and adults all of which are Coachella Valley residents and a large portion who are from low income families.

18. Attach a proposed budget for requested funds.

Authorized Official: Alma Aceves

Title: president / CEO

Signature:



Date: 11-20-18

Alma Aceves  
Coachella Youth Sport Association Soccer League  
P.O. Box 1323  
Coachella, CA. 92236  
[Aztecasdealma@hotmail.com](mailto:Aztecasdealma@hotmail.com)  
[www.CYSASL.com](http://www.CYSASL.com)



Tuesday, November 20, 2018

City of Coachella,

Coachella Youth Sport Association Soccer League was established in 2009. We represent a large portion of the Coachella Valley with players from Mecca, Thermal, Coachella, North Shore as well as some from Indio and surrounding Coachella valley cities. With the help of many parents and other coaches we are all working consistently with the youth in the low desert. We are currently in our 2018 fall season.

We are asking for a grant to assist CYSA soccer league with the Fall season light rental usage. We are asking for a grant of \$1,000 to help with a part of the bill of November. We hope you will be able to help before the month of January so that the bill does not get additional overdue charges. Please note light usage Bill will be attached to application.

By helping CYSA Soccer League you will allow the youth of the community to continue to play and stay active in these fields during the fall.

Our board, coaches, players, and families sincerely thank you for your efforts in helping this soccer league achieve their goals. *Any* amount you can contribute will be most helpful your donation to reach our goal is greatly appreciated.

CYSA Soccer League is a non-profit organization with a 501 (C)(3) status.

Our tax ID # is **27-0368265**

Thank you for your time and cooperation. With Kind Regards,

---

Alma Rosa Aceves,  
CEO & President of C.Y.S.A.S.L

# ITEM 12.i.



## CUSTOMER COPY PROGRESS BILLING



11/12/18

Invoice Number: 30347166-002

Res/Quote Number: 51845116

AMOUNT DUE: \$ 2781.18

**PAYMENT TERMS ARE DUE UPON RECEIPT**  
**LATE CHARGES MAY APPLY**  
Customer is responsible for FUEL, FLATS,  
DAMAGE and CLEANUP FEES.

AMOUNT ENCLOSED: \$ \_\_\_\_\_

COACHELLA YOUTH SPORTS ASSOCIA  
82217 MILES AVE  
INDIO, CA 92201

CUSTOMER NUMBER: 2954151

MAIL PAYMENT TO:  
HERC RENTALS INC.  
PO BOX 936257  
ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

<b>RENTED FROM:</b>	<b>SHIPPING ADDRESS:</b>	<b>RENTAL DAYS:</b>	<b>28</b>
HERC RENTALS (641)	WILL CALL 641	INVOICE FROM DATE:	10/15/18
81-495 INDUSTRIAL PLACE	85901 AVE 53	INVOICE THRU DATE:	11/12/18
INDIO, CA 92201	COACHELLA, CA 92236		
Ph: 760-342-9008			
Fax: 760-342-0177			

PO# :

JOB NUMBER : 1 - COACHELLA

RENTAL START DATE: 10/15/18 14:00

DELIVERED BY:

ORDERED BY: ACCEVES, ALMA

SIGNED BY: WET SIGNATURE

SALES REP: MARCOS ZACARIAS

CLOSED BY:

	Original	Adjustments	Total
RENTAL CHARGES	2198.00		2198.00
SALES ITEMS	56.24		56.24
RPP 15% of Rent Chgs	329.70		329.70
TAXABLE CHARGES	2254.24		2254.24
TAX	197.24		197.24
TOTAL CHARGES	2781.18		2781.18
<b>NET DUE</b>			<b>2781.18</b>

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	LIGHT TOWER VERT MAST LED TRAILER 800166536 Make: MAGNUM Model: MLT6SMD Ser #: 3001651316 5101055 HR OUT: 444.00 HR IN: HR CHG:	8/	129.00	21.50	129.00	299.00	515.00	515.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.86
	EMISSIONS & ENV SURCHARGE EMISSIONS							10.20
1	LIGHT TOWER VERT MAST LED TRAILER 800166554 Make: MAGNUM Model: MLT6SMD Ser #: 3001651302 5101055 HR OUT: 649.00 HR IN: HR CHG:	8/	129.00	21.50	129.00	299.00	515.00	515.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.86
	EMISSIONS & ENV SURCHARGE EMISSIONS							10.20
1	LIGHT TOWER VERT MAST LED TRAILER 800166529 Make: MAGNUM Model: MLT6SMD Ser #: 3001651310 5101055 HR OUT: 1064.00 HR IN: HR CHG:	8/	129.00	21.50	129.00	299.00	515.00	515.00
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.86
	EMISSIONS & ENV SURCHARGE EMISSIONS							10.20

CONTINUED

Customer Number: 2954151 Res/Quote Number: 51845116 Invoice Number: 30347166-002 Invoice Date: 11/12/18

For GREAT DEALS on USED EQUIPMENT - Visit us at [HercRentals.com](http://HercRentals.com)



CUSTOMER COPY  
PROGRESS BILLING

ITEM 12.i.



Invoice Number: 30347166-002

Res/Quote Number: 51845116

11/12/18

Customer Number: 2954151

COACHELLA YOUTH SPORTS ASSOCIA  
82217 MILES AVE  
INDIO, CA 92201

Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

QTY	EQUIPMENT #	HRS/	MIN	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	LIGHT TOWER VERT MAST MAN NARROW BODY 800152527 Make: MAGNUM Model: MLT6SK Ser #: 3001601753 5101030	8/	129.00	21.50	129.00	299.00	515.00	515.00
	HR OUT: 1310.00 HR IN: HR CHG:							
	CA PROPERTY TAX RECOVERY FEE 2217999001							3.86
	EMISSIONS & ENV SURCHARGE EMISSIONS							10.20
2	COMBINATION HITCH PINTLE & 2 BALL 9134004	8/	14.00	2.33	14.00	45.00	69.00	138.00

Customer Number: 954151

Res/Quote Number: 51845116

Invoice Number: 30347166-002

Invoice Date: 11/12/18

For GREAT DEALS on USED EQUIPMENT - Visit us at [HercRentals.com](http://HercRentals.com)

ITEM 12.i. REVENUE SERVICE  
2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAY 09 2014

COACHELLA YOUTH SPORTS ASSOCIATION  
SOCCER LEAGUE  
PO BOX 1323  
COACHELLA, CA 92236

Employer Identification Number:  
27-0368265

DLN:

17053080309003

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31

Public Charity Status:  
509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:  
May 15, 2012

Contribution Deductibility:  
Yes

Addendum Applies:

Yes

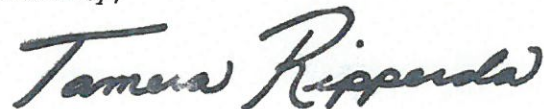
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



ITEM 12.j.





**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Approve execution of 2019 Temporary Use Agreement between City and Coachella Valley Soccer League.

**STAFF RECOMMENDATION:**

Approve execution of 2019 Temporary Use Agreement between City and Coachella Valley Soccer League.

**BACKGROUND:**

Since 2007, the City has entered into a Memorandum of Understandings (MOU) with the local nonprofit sports leagues for use of park facilities. The MOU identifies the following per league use information: league season (months of the year available to use park), days of use during the identified league season, usable area of the park available to the league during their identified season, and access to snack bar during season. Since 2007 the MOU has been amended six times primarily due to additional facilities coming online.

The current MOU includes section 19 which addresses new league requests to be included into the MOU:

*19. New Party Requirements. No Sport League can be eligible to be added as a party to the Agreement unless: 1) no organization is 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 A or better by the City assigned third party auditor.*

During the September 27, 2017 Council Meeting a new league known as Coachella Valley Soccer League (CVSL) approached the City Council to be provided field access. This league is not a member of the current MOU. As a result of the request made before the City Council on September 27, 2017 Councilmember Brown and Councilmember Sanchez met with CVSL to discuss their requests on October 12, 2017. The current MOU did not allow the above request to be accommodated. The Coachella Parks and Recreation Commission discussed the above

# ITEM 12.j.

request by CVSL on October 24, 2017. During this meeting staff presented the Commission CVSL's request and advised current policy does not allow CVSL to be a party to the MOU. On October 24, 2017, the Parks and Recreation Commission recommended approval of a Temporary Use Agreement for CVSL for a one year term. On January 17, 2018, City Council approved execution of the Temporary Use Agreement. The term of this agreement ended on July 31, 2018.

During the November 2018 Parks and Recreation Commission Meeting CVSL requested the Commission consider CVSL be provided extended field use. The Commission requested staff agendaize this item for consideration. Attached is a Temporary Use Agreement for CVSL with a term through July 31, 2019. The Temporary Use Agreement would provide CVSL the following field access at the non-MOU/standard field user fee rates, similar to the 2018 Temporary Use Agreement:

- Youth Field Access through July 2019 at Rancho Las Flores Park Fields 2-3
- Adult Field Access from December – April at Rancho Las Flores Park Field 1.

Field use will be extended to CVSL per the facility use permit process to include at a minimum Wednesdays, Thursdays, Saturdays and Sundays; additional days can be added as needed as long as field conditions are not being impacted and other user conflicts do not exist. The Temporary Field Use Agreement will require CVSL be audited again in the spring of 2019.

## **FISCAL IMPACT:**

None.

## **RECOMMENDED ALTERNATIVE(S):**

1. Review and recommend approval of execution of the 2019 Temporary Use Agreement between City and Coachella Valley Soccer League.
2. Review and recommend denial of execution of Temporary Use Agreement between City and Coachella Valley Soccer League.
3. Provide alternative direction to staff.

Attachments:

2019 Temporary Use Agreement

2018 Temporary Use Agreement

## TEMPORARY FIELD USE AGREEMENT

This Temporary Field Use Agreement (hereinafter "Agreement") is made the 17<sup>th</sup> day of January 2018, 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").

### **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: Rancho Las Flores Park (referred to hereinafter collectively as "RLF");

WHEREAS, CVSL is a youth sports league operating its soccer sports leagues within the City of Coachella;

WHEREAS, since CVSL also charges fees for the public to join their respective sports League which use the RLF, CVSL has agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this Agreement and for the term of this Agreement;

WHEREAS, CVSL has reached a mutual understanding that will grant CVSL access to RLF during their respective sports seasons under the terms of this Agreement; and

WHEREAS, CVSL must: 1) obtain a facility use permit for its sport season, 2) request an invoice from the City for field use fees, 3) pay corresponding use fees on a monthly basis, 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 Agreement; and

WHEREAS, the CVSL 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 Agreement;

WHEREAS, by entering into this Agreement the City and CVSL will strengthen their relationship to provide services to the public upon a mutual understanding.

NOW, THEREFORE, the City, and CVSL 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 Agreement.

# ITEM 12.j.

2. Access to City RLF. The below sections describe park access by CVSL to RLF Park only. For permitted use of these areas CVSL (“League Areas”) 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 RLF described below: Fields 1 and 2 will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

- Youth Practice Fields: November 1 to July 31 Fields 1 and 2 at RLF Park (ages 18 and below)
- Youth Game Field: November 1 to July 31 Field 1 (ages 18 and below)
- Adult Game Field: December 1 to April 30 Field 3.

2.2. At all other times and dates not described in Subparagraph 2.1, (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 CVSL during their sports season, other parties and the general public shall have use and access to the League Areas.

2.3. None of the use and access rights granted to CVSL Subparagraphs 2.1, 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 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 CVSL.

2.4. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. CVSL field use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

3. Access to the Snack Bar. For permitted use of the snack bars CVSL must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

# ITEM 12.j.

4. Non-Profit: 501(c)(3). To be eligible for use of and access to the League Areas, CVSL has agreed to have a 501(c)(3) status for their respective league organization, as named in this Agreement 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 CVSL a written Notice of Violation and facility access will be revoked.

5. General Liability Insurance and Business License. CVSL 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 (Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. By-Laws. CVSL shall ensure their by-laws preclude any board member, including a Sport League President, to hold any position for any official Sport League board/committee for more than two consecutive years or for more than three years in a ten year period; by-laws must be changed by the effective date to be issued a facility use permit. CVSL must notice the City immediately any time its President resigns.

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 CVSL may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.2 Forty-five (45) days after the sports season CVSL must provide the City the following information: number and names of all teams registered; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City forty-five (45) days prior to the commencement of the sports

# ITEM 12.j.

season CVSL may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.3 Staff must be invited to any and all CVSL elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

7.4 CVSL shall keep and maintain during the term of this Agreement, 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 CVSL's receipts and charges are or can be determined.

7.5 CVSL shall record all transactions, at the time each transaction is made, whether for cash or credit.

7.6 CVSL shall retain the Books and Records during the term of this Agreement and for a period of at least four (4) years after the end of each calendar year thereof.

7.7 CVSL shall present an annual End of the Year Report to the Parks and Recreation Commission.

8. User Fees. CVSL must pay the fully burdened 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.

8.1 CVSL must pay all fees on a monthly basis. Should CVSL lapse in any one of its arranged payment installments a Notice of Correction will be issued and CVSL will be provided fourteen (14) days to pay the agreed payment otherwise CVSL's Facility Use Permit will be revoked until the full payment due is made.

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.

9.1 CVSL shall be audited by a third party financial firm selected and paid for by the City of Coachella annually. Prior to the audit CVSL will provide written notification of all documents requested to complete the financial audit; CVSL will be provided 30 days to produce



# ITEM 12.j.

requested documents. Should the documents requested not be produced within the 30 days provided facility access will be revoked. The final audit documents will be posted on the City website.

9.2 All members of CVSL board must attend the annual 501c3 training provided by the City.

10. 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.

11. Term. This Agreement shall be effective as of January 17, 2108, and shall continue in effect until July 31, 2018, unless earlier terminated as provided herein.

12. Termination of Agreement.

12.1 Grounds for Termination. City may, by written notice to CVSL, 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 CVSL of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

13. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CVSL:  
President, Coachella Valley  
Soccer League  
86695 Avenue 54 Suite D  
Coachella, CA 92236

# ITEM 12.j.

For City of Coachella:  
City Manager  
1515 Sixth Street  
Coachella, CA 92236

14. Amendments. To the extent that either of the Parties believes that the Agreement should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this Agreement.

15. Complete and Final Agreement. This Agreement 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.

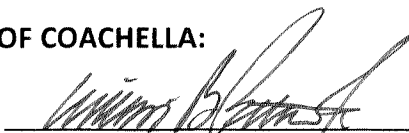
16. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successor and permitted assigns. Permitted and access to the aforementioned City facilities (Rancho Las Flores Park) is provided to CVSL by the City and cannot be transferred/given by CVSL to any other entity.

17. No Third Party Beneficiaries. This Agreement 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.

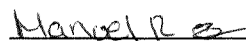
# ITEM 12.j.

WHEREFORE, IN WITNESS THEREOF, the City, and CVSL 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 Montano, President

**ATTEST:**

By:   
for Angela M. Zepeda, City Clerk

**Approved as to form:**

By:   
Carlos Campos, City Attorney



## TEMPORARY FIELD USE AGREEMENT

This Temporary Field Use Agreement (hereinafter "Agreement") is made the xx day of January 2019, 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").

### 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: Rancho Las Flores Park (referred to hereinafter collectively as "RLF");

WHEREAS, CVSL is a youth sports league operating its soccer sports leagues within the City of Coachella;

WHEREAS, since CVSL also charges fees for the public to join their respective sports League which use the RLF, CVSL has agreed to have and maintain their 501(c)(3) non-profit corporate status as of the date of this Agreement and for the term of this Agreement;

WHEREAS, CVSL has reached a mutual understanding that will grant CVSL access to RLF during their respective sports seasons under the terms of this Agreement; and

WHEREAS, CVSL must: 1) obtain a facility use permit for its sport season, 2) request an invoice from the City for field use fees, 3) pay corresponding use fees on a monthly basis, 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 Agreement; and

WHEREAS, the CVSL 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 Agreement;

WHEREAS, by entering into this Agreement the City and CVSL will strengthen their relationship to provide services to the public upon a mutual understanding.

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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 Agreement.

# ITEM 12.j.

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2.1. CVSL shall have access to all fields at RLF as described below. Fields 2 and 3 will only be used for youth play (ages 18 and below). The available uses of these areas during season play are as follows:

-Youth Fields: Fields 2 & 3; November 1 to July 31 (ages 18 and below)

-Adult Fields: December 1 to April 30 Field 1.

2.2. At all other times and dates not described in Subparagraph 2.1, (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 CVSL during their sports season, other parties and the general public shall have use and access to the League Areas.

2.3. None of the use and access rights granted to CVSL Subparagraphs 2.1, 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 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 CVSL.

2.4. Non-Season Play. All non-season play must be permitted separately from season league play per a separate facility use permit. CVSL field use cannot exceed nine months between January 1<sup>st</sup> and December 31<sup>st</sup> of each calendar year; total facility use is the combined sport season play and non-sport season play per calendar year.

3. Access to the Snack Bar. For permitted use of the snack bars CVSL must obtain an approved facility use permit as allowed by Chapter 12.32 of the Municipal Code.

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this Agreement 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 CVSL a written Notice of Violation and facility access will be revoked.

5. General Liability Insurance and Business License. CVSL 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 (Rancho Las Flores Park). Without receipt of this submittal a Facility Use Permit will not be issued, delaying facility access until provided.

6. By-Laws. CVSL shall ensure their by-laws preclude any board member, including a Sport League President, to hold any position for any official Sport League board/committee for more than two consecutive years or for more than three years in a ten year period; by-laws must be changed by the effective date to be issued a facility use permit. CVSL must notice the City immediately any time its President resigns.

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 CVSL may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

7.2 Forty-five (45) days after the sports season CVSL must provide the City the following information: number and names of all teams registered; name and city of residency and age of each registered player listed per team. If the documents are not provided to the City forty-five (45) days prior to the commencement of the sports season CVSL may experience up to a thirty (30) day delay in obtaining the required Facility Use Permit for facility access.

# ITEM 12.j.

7.3 Staff must be invited to any and all CVSL elections and be provided at least twelve (12) calendar days' notice of such an election via certified mail.

7.4 CVSL shall keep and maintain during the term of this Agreement, 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 CVSL's receipts and charges are or can be determined.

7.5 CVSL shall record all transactions, at the time each transaction is made, whether for cash or credit.

7.6 CVSL shall retain the Books and Records during the term of this Agreement and for a period of at least four (4) years after the end of each calendar year thereof.

7.7 CVSL shall present an annual End of the Year Report to the Parks and Recreation Commission.

8. User Fees. CVSL must pay the fully burdened 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.

8.1 CVSL must pay all fees on a monthly basis. Should CVSL lapse in any one of its arranged payment installments a Notice of Correction will be issued and CVSL will be provided fourteen (14) days to pay the agreed payment otherwise CVSL's Facility Use Permit will be revoked until the full payment due is made.

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.

9.1 CVSL shall be audited by a third party financial firm selected and paid for by the City of Coachella annually. Prior to the audit CVSL will provide written notification of all documents requested to complete the financial audit; CVSL 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. The final audit documents will be posted on the City website.



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9.2 All members of CVSL board must attend the annual 501c3 training provided by the City.

10. 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.

11. Term. This Agreement shall be effective as of January 23, 2019, and shall continue in effect until July 31, 2019, unless earlier terminated as provided herein.

12. Termination of Agreement.

12.1 Grounds for Termination. City may, by written notice to CVSL, 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 CVSL of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

13. Notice. Notices under this MOU shall be given in writing, by personal delivery, or first class mail, addressed to:

For CVSL:  
President, Coachella Valley  
Soccer League  
51-544 Cesar Chavez Street 1H  
Coachella, CA 92236

For City of Coachella:  
City Manager  
1515 Sixth Street  
Coachella, CA 92236

# ITEM 12.j.

14. Amendments. To the extent that either of the Parties believes that the Agreement should be amended, the Parties agree to negotiate on such amendments in good faith in order to further the objectives of this Agreement.

15. Complete and Final Agreement. This Agreement 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.

16. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Parties. This Agreement 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 (Rancho Las Flores Park) is provided to CVSL by the City and cannot be transferred/given by CVSL to any other entity.

17. No Third Party Beneficiaries. This Agreement 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.

# ITEM 12.j.

WHEREFORE, IN WITNESS THEREOF, the City, and CVSL 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:**

**COACHELLA VALLEY SOCCER LEAGUE:**

By: \_\_\_\_\_  
William B. Pattison, Jr., City Manager

By: \_\_\_\_\_  
Manuel Montano, President

**ATTEST:**

By: \_\_\_\_\_  
Angela M. Zepeda, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Carlos Campos, City Attorney



**ITEM 12.k.**





**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members  
**FROM:** William Pattison, City Manager  
**SUBJECT:** Investment Report – October 2018; November 2018

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council receive and file the investment reports for October and November 2018.

**DISCUSSION/ANALYSIS:**

On April 11, 2018, the City of Coachella along with its component units (Sanitary District, Educational & Governmental Access Cable Corporation, Fire Protection District and Water Authority) approved and adopted the current “Statement of Investment Policy”.

Pursuant to Section 16 of that policy, the City Treasurer shall provide to the City Council a monthly investment report which provides a clear picture of the status of the current investment portfolio. This report shall include, at a minimum, the following information for each type of investment held in the City’s investment portfolio: the issuer; amount of investment; current market value; yield on investment; income generated from investments; dollar amount invested on all securities, investments and moneys held by the local agency; and shall additionally include a description of any of the local agency’s funds, investments, or programs; and a description of unusual investment activity or developments during the month for which the report is prepared. This information shall be provided for all City and component unit pooled investments, as well as for bond accounts, which are managed by outside Fiscal Agents.

The interest rates presented are the most current rates available as of the date of these reports. The market values presented for pooled City investments are based on closing prices for the related investments as of the date of these reports. This information was obtained from the Wall Street Journal or other reliable sources of market prices.

The Market values presented for investments managed by contracted parties are based on amounts reported by the Fiscal Agent on the most recent bank statement to be market value as of the date of said bank statement. The purchase date and type of investment is not included for funds held by the fiscal agent.

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Attached is the Treasurer's Report of Investments which includes an overview on investments which provides information on investment activity, withdrawals and deposits, interest earned, payment of interest and payment of principal as of the periods ending May 31, June 30, July 31, August 31, and September 30, 2018. In addition, this report includes detailed information and current activity on individual investments.

All City investments are in compliance with the guidelines established for Authorized Investments as specified in the Investment Policy, Section 8.

There was no unusual investment activity to report.

The City and Districts have sufficient moneys to meet their expenditure requirements for the next six months.

**FISCAL IMPACT:**

None, this report is receive and file only.



**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of October 31, 2018  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018	
<b>CASH ON HAND</b>								
Wells Fargo-General Checking	N/A	5,282,625.16	(606,510.30)	-	-	-	4,676,114.86	①
Wells Fargo-Road Maintenance SB1	N/A	390,807.43	110,149.06	-	-	-	500,956.49	②
Rabobank-Payroll Account	0.0%	6,992.99	378,688.45	1.72	-	-	385,683.16	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	1,541,084.99	116,350.04	-	-	-	1,657,435.03	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
<b>Total Cash on Hand</b>		<b>7,238,148.53</b>	<b>(1,322.75)</b>	<b>1.72</b>	<b>-</b>	<b>-</b>	<b>7,236,827.50</b>	
<b>CASH WITH FISCAL AGENT</b>								
Union Bank of California	varies	1,993,191.34	(30,506.99)	3,196.99	(73,362.51)	-	1,892,518.83	⑥
Wells Fargo Bank, N.A.	4.6%	481,418.79	-	38.54	-	-	481,457.33	⑥
County of Riverside	N/A	159,348.95	-	35.68	-	-	159,384.63	⑦
<b>Total Cash with Fiscal Agent</b>		<b>2,633,959.08</b>	<b>(30,506.99)</b>	<b>3,271.21</b>	<b>(73,362.51)</b>	<b>-</b>	<b>2,533,360.79</b>	
<b>INVESTMENTS</b>								
State of California - LAIF	0.2%	4,560,156.92	-	24,776.96	-	-	4,584,933.88	⑧
Investment Management Acct	3.3%	18,506,607.43	-	43,140.18	-	-	18,549,747.61	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
<b>Total Investments</b>		<b>23,071,844.44</b>	<b>-</b>	<b>67,917.14</b>	<b>-</b>	<b>-</b>	<b>23,139,761.58</b>	
<b>Grand Total</b>		<b>32,943,952.05</b>	<b>(31,829.74)</b>	<b>71,190.07</b>	<b>(73,362.51)</b>	<b>-</b>	<b>32,909,949.87</b>	⑪

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of October 31, 2018  
Fiscal Year 2018 - 2019

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DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018
<b>INVESTMENTS</b>							
<b><u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</u></b>							
REDEVELOPMENT AGENCY( #004)	0.3%	2,376.01	-	12.91	-	-	2,388.92 ⑧
CITY GENERAL ACCOUNT( #171)	0.3%	2,752,794.65		14,956.91	-	-	2,767,751.56 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,804,867.49	-	9,806.49	-	-	1,814,673.98 ⑧
REDEVELOPMENT BONDS	0.3%	118.77	-	0.65	-	-	119.42 ⑧
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,560,156.92</b>	<b>-</b>	<b>24,776.96</b>	<b>-</b>	<b>-</b>	<b>4,584,933.88</b>
<b><u>INVESTMENT MANAGEMENT ACC</u></b>							
MORGAN STANLEY	3.5%	-	-				-
PFM Funds	3.5%	18,506,607.43		43,140.18	-	-	18,549,747.61 ⑨
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>18,506,607.43</b>	<b>-</b>	<b>43,140.18</b>	<b>-</b>	<b>-</b>	<b>18,549,747.61</b>
<b><u>SAVINGS &amp; MONEY MARKET ACCOUNTS</u></b>							
POLICE EVIDENCE ACCT - B of A #04!	0.1%	5,080.09	-	-	-		5,080.09 ⑩
<b>TOTAL SAVINGS ACCOUNT</b>		<b>5,080.09</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,080.09</b>
<b>TOTAL INVESTMENTS</b>		<b>23,071,844.44</b>	<b>-</b>	<b>67,917.14</b>	<b>-</b>	<b>-</b>	<b>23,139,761.58</b>

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**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of October 31, 2018

Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018
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**UNION BANK OF CALIFORNIA (Cost Basis reported)**

**COACHELLA WATER AUTHORITY**

**CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES**

A/C #: 6712016201 Bond Fund	0.0%	147.42	-	0.30	-	-	147.72
A/C #: 6712016202 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712016206 Escrow Fund 2003	0.0%	-	-	-	-	-	-

**COACHELLA FINANCING AUTHORITY**

**COACHELLA SANITARY DISTRICT: WASTEWATER REV 2005-A COPS**

A/C #: 6711755701 Bond Fund	0.0%	0.00	-	-	-	-	0.00
A/C #: 6711755702 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711755703 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711755704 Reserve Account	2.5%	(0.00)	-	-	-	-	(0.00)

**RDA PA #4 2004 B SERIES: TAX ALLOCATION BONDS**

A/C #: 6711745801 Revenue Fund	0.0%	-	-	-	-	-	-
A/C #: 6711745802 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711745803 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711745804 Reserve Fund	2.5%	-	-	-	-	-	-

**Successor Agency to the Coachella Redevelopments Agency 2014 Series**

A/C #: 6712104701	0.0%	236.69	-	60.15	-	-	296.84
A/C #: 6712104702	0.0%	-	-	-	-	-	-
A/C #: 6712104703	0.0%	-	-	-	-	-	-
A/C #: 6712104704	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712104705	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104706	0.0%	0.00	-	-	-	-	0.00
A/C #: 6712104707 Escrow Funds	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104708 Escrow Funds	0.0%	-	-	-	-	-	-

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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of October 31, 2018  
Fiscal Year 2018 - 2019

ITEM 12.K.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018
<b>COACHELLA SANITARY DISTRICT</b>							
<b>WASTEWATER SERIES 2015A</b>							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	73,363.51	(73,362.51)	27.74	-	-	28.74
A/C #: 6712148602	0.0%	0.00	73,362.51	-	(73,362.51)	-	0.00
A/C #: 6712148603	0.0%	-	-	-	-	-	-
A/C #: 6712148604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712148605	0.0%	-	-	-	-	-	-
A/C #: 6712148606	0.0%	-	-	-	-	-	-
A/C #: 6712148607	0.0%	-	-	-	-	-	-
A/C #: 6712148608	0.0%	-	-	-	-	-	-
<b>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</b>							
A/C #: 6711963500 Project Fund 2011	0.0%	24,494.83	-	38.00	-	-	24,532.83
<b>COACHELLA REDEVELOPMENT AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.0%	115.74	-	69.69	-	-	185.43
A/C #: 6712071402 Interest Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071403 Principal Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.0%	1.00	-	-	-	-	1.00
<b>NON HOUSING BONDS: PROJECT AREA #'s 1-4 SERIES 2006</b>							
A/C #: 6711783501 Special Fund	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6711783502 Interest Account	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6711783503 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711783504 Reserve Account	3.3%	0.00	-	-	-	-	0.00
A/C #: 6711783505 Project Fund	0.0%	(0.00)	-	-	-	-	(0.00)

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**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of October 31, 2018

Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018
<b>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601	0.0%	300.12	-	216.09	-	-	516.21
A/C #: 6712160602	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712160605	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160606	0.0%	-	-	-	-	-	-
A/C #: 6712160607	0.0%	-	-	-	-	-	-
A/C #: 6712160608	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160609	0.0%	(0.00)	-	-	-	-	(0.00)
<b>LOW/MOD HOUSING BONDS 2006A</b>							
A/C #: 6711783601 Special Fund	0.0%	-	-	-	-	-	-
A/C #: 6711783602 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711783603 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711783604 Reserve Account	3.4%	-	-	-	-	-	-
A/C #: 6711783605 Project Fund	0.0%	-	-	-	-	-	-
<b>COACHELLA LEASE BONDS</b>							
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-
A/C #: 6712179801 Interest Account	0.0%	134.85	-	0.30	-	-	135.15
A/C #: 6712179802 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	3.4%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.0%	1,894,392.18	(30,506.99)	2,784.72	-	-	1,866,669.91
A/C #: 6712179806 Project Fund	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179807 Project Fund	0.0%	-	-	-	-	-	-
<b>TOTAL UNION BANK OF CALIFORNIA</b>		<b>1,993,191.34</b>	<b>(30,506.99)</b>	<b>3,196.99</b>	<b>(73,362.51)</b>	<b>-</b>	<b>1,892,518.83</b>

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**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of October 31, 2018

Fiscal Year 2018 - 2019

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DESCRIPTION	CURRENT YIELD	BALANCE AS OF 9/30/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 10/31/2018	
<b>WELLS FARGO BANK, N.A.</b>								
<b>GAS TAX BONDS SERIES 2008-A</b>								
A/C #: 22863900 Revenue Fund	0.0%	20,974.88	-	26.78	-	-	21,001.66	
A/C #: 22863902 Interest Account	0.0%	98.79	-	0.13	-	-	98.92	
A/C #: 22863903 Interest Account	0.0%	257.91	-	0.33	-	-	258.24	
A/C #: 22863904 Reserve Fund	4.6%	451,241.99	-	0.01	-	-	451,242.00	
A/C #: 22863906 Administration Fund	0.0%	8,845.22	-	11.29	-	-	8,856.51	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
<b>TOTAL WELLS FARGO BANK</b>		<b>481,418.79</b>	<b>-</b>	<b>38.54</b>	<b>-</b>	<b>-</b>	<b>481,457.33</b>	⑤
<b>COUNTY OF RIVERSIDE</b>								
COUNTY OF RIVERSIDE - FIRE		159,341.75	-	35.68	-	-	159,377.43	⑦
COUNTY OF RIVERSIDE - SANITARY		7.20	-	-	-	-	7.20	⑦
		5,080.09	-	-	-	-	5,080.09	
<b>TOTAL COUNTY OF RIVERSIDE</b>		<b>164,429.04</b>	<b>-</b>	<b>35.68</b>	<b>-</b>	<b>-</b>	<b>164,464.72</b>	⑦
<b>GRAND TOTAL FISCAL AGENT CASH</b>		<b>2,639,039.17</b>	<b>(30,506.99)</b>	<b>3,271.21</b>	<b>(73,362.51)</b>	<b>-</b>	<b>2,538,440.88</b>	⑪

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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of November 30, 2018  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018	
<b>CASH ON HAND</b>								
Wells Fargo-General Checking	N/A	4,676,114.86	(98,672.89)	-	-	-	4,577,441.97	①
Wells Fargo-Road Maintenance SB1	N/A	500,956.49	(80,169.87)	-	-	-	420,786.62	②
Rabobank-Payroll Account	0.0%	385,683.16	(378,627.87)	1.78	-	-	7,057.07	③
Rabobank-AG Summit Account	0.0%	13,562.96	-	-	-	-	13,562.96	④
Rabobank-Special Gas Tax Account	0.0%	1,657,435.03	82,640.64	-	-	-	1,740,075.67	⑤
Petty Cash	N/A	3,075.00	-	-	-	-	3,075.00	
<b>Total Cash on Hand</b>		<b>7,236,827.50</b>	<b>(474,829.99)</b>	<b>1.78</b>	<b>-</b>	<b>-</b>	<b>6,761,999.29</b>	
<b>CASH WITH FISCAL AGENT</b>								
Union Bank of California	varies	1,892,518.83	173,218.98	2,905.29	-	-	2,068,643.10	⑥
Wells Fargo Bank, N.A.	4.6%	481,457.33	111,152.72	42.79	-	-	592,652.84	⑥
County of Riverside	N/A	159,384.63	-	-	-	-	159,384.63	⑦
<b>Total Cash with Fiscal Agent</b>		<b>2,533,360.79</b>	<b>284,371.70</b>	<b>2,948.08</b>	<b>-</b>	<b>-</b>	<b>2,820,680.57</b>	
<b>INVESTMENTS</b>								
State of California - LAIF	0.2%	4,584,933.88	-	-	-	-	4,584,933.88	⑧
Investment Management Acct	3.3%	18,549,747.61	-	48,461.16	-	-	18,598,208.77	⑨
Saving Account - Wells Fargo Bank		5,080.09	-	-	-	-	5,080.09	⑩
<b>Total Investments</b>		<b>23,139,761.58</b>	<b>-</b>	<b>48,461.16</b>	<b>-</b>	<b>-</b>	<b>23,188,222.74</b>	
<b>Grand Total</b>		<b>32,909,949.87</b>	<b>(190,458.29)</b>	<b>51,411.02</b>	<b>-</b>	<b>-</b>	<b>32,770,902.60</b>	⑪

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

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ITEM 12.k.

CITY OF COACHELLA  
 TREASURER'S REPORT - INVESTMENT REPORT  
 As of November 30, 2018  
 Fiscal Year 2018 - 2019

ITEM 12.K.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018
<b>INVESTMENTS</b>							
<b>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)</b>							
REDEVELOPMENT AGENCY( #004)	0.3%	2,388.92	-	-	-	-	2,388.92 ⑧
CITY GENERAL ACCOUNT( #171)	0.3%	2,767,751.56	-	-	-	-	2,767,751.56 ⑧
COACHELLA SANITARY DISTRICT	0.3%	1,814,673.98	-	-	-	-	1,814,673.98 ⑧
REDEVELOPMENT BONDS	0.3%	119.42	-	-	-	-	119.42 ⑧
<b>TOTAL LAIF ACCOUNTS</b>		<b>4,584,933.88</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,584,933.88</b>
<b>INVESTMENT MANAGEMENT ACC</b>							
MORGAN STANLEY	3.5%	-	-	-	-	-	-
PFM Funds	3.5%	18,549,747.61	-	48,461.16	-	-	18,598,208.77 ⑨
<b>TOTAL INVESTMENT MANAGEMENT ACCT</b>		<b>18,549,747.61</b>	<b>-</b>	<b>48,461.16</b>	<b>-</b>	<b>-</b>	<b>18,598,208.77</b>
<b>SAVINGS &amp; MONEY MARKET ACCOUNTS</b>							
POLICE EVIDENCE ACCT - B of A #04!	0.1%	5,080.09	-	-	-	-	5,080.09 ⑩
<b>TOTAL SAVINGS ACCOUNT</b>		<b>5,080.09</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,080.09</b>
<b>TOTAL INVESTMENTS</b>		<b>23,139,761.58</b>	<b>-</b>	<b>48,461.16</b>	<b>-</b>	<b>-</b>	<b>23,188,222.74</b>

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**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of November 30, 2018  
Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018
<b>UNION BANK OF CALIFORNIA (Cost Basis reported)</b>							
<b>COACHELLA WATER AUTHORITY</b>							
<b>CITY OF COACHELLA WATER: WATER REFUNDING BONDS 2012 SERIES</b>							
A/C #: 6712016201 Bond Fund	0.0%	147.72	-	0.31	-	-	148.03
A/C #: 6712016202 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6712016203 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6712016204 Reserve Fund	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712016206 Escrow Fund 2003	0.0%	-	-	-	-	-	-
<b>COACHELLA FINANCING AUTHORITY</b>							
<b>COACHELLA SANITARY DISTRICT: WASTEWATER REV 2005-A COPS</b>							
A/C #: 6711755701 Bond Fund	0.0%	0.00	-	-	-	-	0.00
A/C #: 6711755702 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711755703 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711755704 Reserve Account	2.5%	(0.00)	-	-	-	-	(0.00)
<b>RDA PA #4 2004 B SERIES: TAX ALLOCATION BONDS</b>							
A/C #: 6711745801 Revenue Fund	0.0%	-	-	-	-	-	-
A/C #: 6711745802 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711745803 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711745804 Reserve Fund	2.5%	-	-	-	-	-	-
<b>Successor Agency to the Coachella Redevelopments Agency 2014 Series</b>							
A/C #: 6712104701	0.0%	296.84	-	0.62	-	-	297.46
A/C #: 6712104702	0.0%	-	-	-	-	-	-
A/C #: 6712104703	0.0%	-	-	-	-	-	-
A/C #: 6712104704	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712104705	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104706	0.0%	0.00	-	-	-	-	0.00
A/C #: 6712104707 Escrow Funds	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712104708 Escrow Funds	0.0%	-	-	-	-	-	-

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ITEM 12.K.

**CITY OF COACHELLA**  
**TREASURER'S REPORT - INVESTMENT REPORT**  
As of November 30, 2018  
Fiscal Year 2018 - 2019

ITEM 12.K.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018
<b>COACHELLA SANITARY DISTRICT</b>							
<b>WASTEWATER SERIES 2015A</b>							
A/C #: 6712148600	0.0%	-	-	-	-	-	-
A/C #: 6712148601	0.0%	28.74	-	-	-	-	28.74
A/C #: 6712148602	0.0%	0.00	-	-	-	-	0.00
A/C #: 6712148603	0.0%	-	-	-	-	-	-
A/C #: 6712148604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712148605	0.0%	-	-	-	-	-	-
A/C #: 6712148606	0.0%	-	-	-	-	-	-
A/C #: 6712148607	0.0%	-	-	-	-	-	-
A/C #: 6712148608	0.0%	-	-	-	-	-	-
<b>COACHELLA SANITARY DISTRICT: PROJECT FUND 2011</b>							
A/C #: 6711963500 Project Fund 2011	0.0%	24,532.83	-	42.61	-	-	24,575.44
<b>COACHELLA REDEVELOPMENT AGENCY</b>							
<b>MERGED PROJECT AREAS BONDS 98 &amp; 99: BONDS 2013</b>							
A/C #: 6712071401 Interest Account	0.0%	185.43	-	0.31	-	-	185.74
A/C #: 6712071402 Interest Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071403 Principal Acc	0.0%	-	-	-	-	-	-
A/C #: 6712071404 Reserve Account	0.0%	1.00	-	-	-	-	1.00
<b>NON HOUSING BONDS: PROJECT AREA #'s 1-4 SERIES 2006</b>							
A/C #: 6711783501 Special Fund	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6711783502 Interest Account	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6711783503 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711783504 Reserve Account	3.3%	0.00	-	-	-	-	0.00
A/C #: 6711783505 Project Fund	0.0%	(0.00)	-	-	-	-	(0.00)

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**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of November 30, 2018

Fiscal Year 2018 - 2019

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018
<b>SA TO COACHELLA RDA REFUNDING BONDS SERIES 2016A &amp; 2016B</b>							
A/C #: 6712160601	0.0%	516.21	-	0.93	-	-	517.14
A/C #: 6712160602	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	-	-	-	-	-	-
A/C #: 6712160604	0.0%	1.00	-	-	-	-	1.00
A/C #: 6712160605	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160606	0.0%	-	-	-	-	-	-
A/C #: 6712160607	0.0%	-	-	-	-	-	-
A/C #: 6712160608	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712160609	0.0%	(0.00)	-	-	-	-	(0.00)
<b>LOW/MOD HOUSING BONDS 2006A</b>							
A/C #: 6711783601 Special Fund	0.0%	-	-	-	-	-	-
A/C #: 6711783602 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6711783603 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6711783604 Reserve Account	3.4%	-	-	-	-	-	-
A/C #: 6711783605 Project Fund	0.0%	-	-	-	-	-	-
<b>COACHELLA LEASE BONDS</b>							
A/C #: 6712179800 Special Fund	0.0%	-	-	-	-	-	-
A/C #: 6712179801 Interest Account	0.0%	135.15	173,218.98	0.31	-	-	173,354.44
A/C #: 6712179802 Interest Account	0.0%	-	-	-	-	-	-
A/C #: 6712179803 Principal Account	0.0%	-	-	-	-	-	-
A/C #: 6712179804 Reserve Account	3.4%	1.00	-	-	-	-	1.00
A/C #: 6712179805 Project Fund	0.0%	1,866,669.91	-	2,860.20	-	-	1,869,530.11
A/C #: 6712179806 Project Fund	0.0%	(0.00)	-	-	-	-	(0.00)
A/C #: 6712179807 Project Fund	0.0%	-	-	-	-	-	-
<b>TOTAL UNION BANK OF CALIFORNIA</b>		<b>1,892,518.83</b>	<b>173,218.98</b>	<b>2,905.29</b>	<b>-</b>	<b>-</b>	<b>2,068,643.10</b>

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ITEM 12.k.

**CITY OF COACHELLA  
TREASURER'S REPORT - INVESTMENT REPORT**

As of November 30, 2018

Fiscal Year 2018 - 2019

ITEM 12.K.

DESCRIPTION	CURRENT YIELD	BALANCE AS OF 10/31/2018	NET: DEPOSITS AND/OR (WITHDRAWALS)	INTEREST EARNED / CHANGE IN VALUE	PAYMENT OF INTEREST	PAYMENT OF PRINCIPAL	BALANCE AS OF 11/30/2018	
<b>WELLS FARGO BANK, N.A.</b>								
<b>GAS TAX BONDS SERIES 2008-A</b>								
A/C #: 22863900 Revenue Fund	0.0%	21,001.66	(21,001.66)	29.73	-	-	29.73	
A/C #: 22863902 Interest Account	0.0%	98.92	132,154.38	0.14	-	-	132,253.44	
A/C #: 22863903 Interest Account	0.0%	258.24	-	0.37	-	-	258.61	
A/C #: 22863904 Reserve Fund	4.6%	451,242.00	-	0.01	-	-	451,242.01	
A/C #: 22863906 Administration Fund	0.0%	8,856.51	-	12.54	-	-	8,869.05	
A/C #: 22863909 Acquisition Fund	0.0%	-	-	-	-	-	-	
<b>TOTAL WELLS FARGO BANK</b>		<b>481,457.33</b>	<b>111,152.72</b>	<b>42.79</b>	<b>-</b>	<b>-</b>	<b>592,652.84</b>	⑤
<b>COUNTY OF RIVERSIDE</b>								
COUNTY OF RIVERSIDE - FIRE		159,377.43	-	-	-	-	159,377.43	⑦
COUNTY OF RIVERSIDE - SANITARY		7.20	-	-	-	-	7.20	⑦
		5,080.09	-	-	-	-	5,080.09	
<b>TOTAL COUNTY OF RIVERSIDE</b>		<b>164,464.72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>164,464.72</b>	⑦
<b>GRAND TOTAL FISCAL AGENT CASH</b>		<b>2,538,440.88</b>	<b>284,371.70</b>	<b>2,948.08</b>	<b>-</b>	<b>-</b>	<b>2,825,760.66</b>	⑪

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**ITEM 12.1.**





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Hoy, P.E., Assistant City Manager/City Engineer

**SUBJECT:** Notice of Completion ST-70-2017-02 Calhoun Street Widening and Rehabilitation

---

### **STAFF RECOMMENDATION:**

Accept the ST-70-2017-02 Calhoun Street Widening and Rehabilitation as complete and direct the City Clerk to record the Notice of Completion attached hereto.

### **BACKGROUND:**

On April 25, 2018, the City Council awarded a contract to Match Corporation for project ST-70 Calhoun Street Widening and Rehabilitation. Notice to Proceed was issued to the contractor on June 11, 2018. Match Corporation completed the contract as of May 25, 2018.

The improvements have been completed. City staff has inspected the project and found the improvements to be in accordance with the plans, specifications, and City standards. Match Corporation has completed its responsibilities on the project and staff recommends that their work be accepted, and that the 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 specifications.

### **FISCAL IMPACT:**

The original contract amount for the project was **\$365,000** plus a 10% contingency. The final contract amount is **\$401,182.06**. The project was constructed under budget including one change order.





<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>	<p>(For Recorders Use)</p>
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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 Calhoun Street Road Way Rehabilitation and Widening Project ST-70 has been completed and was accepted by the undersigned awarding authority on the date hereof. Road Way Improvements are located within City right-of-way on Calhoun Street between Avenues 49 and 50. The contractor on such work was Matich Corporation and the surety on his bond is Liberty Mutual Insurance Company 790 the City Drive South, #200, Orange, CA 92868.

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: October 26, 2018  
(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 January 23, 2019 (Date)  
(City Where Signed)

\_\_\_\_\_  
Angela Zepeda, City Clerk, City of Coachella

County Counsel Form 1 (Rev. 5-64)



ITEM 12.m.





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Authorize the City Manager to execute a Letter Agreement to Zambelli Fireworks Manufacturing Co. for special event pyrotechnic programming, for the City's 2019 Fourth of July Event, in the amount of \$33,500.

---

### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute a Letter Agreement to Zambelli Fireworks Manufacturing Co. for special event pyrotechnic programming, for the City's 2019 Fourth of July Event, in the amount of \$33,500.

### **EXECUTIVE SUMMARY:**

As recommended by City Council on December 13, 2018, the City's Fourth of July event will be held on Wednesday, July 3, 2019 at Bagdouma Park. The event will showcase local and regional talent. Additionally, the event will also have carnival games, carnival competitions, youth activities, a fifteen minute fireworks show, and food vendors. Staff is requesting the City Manager be authorized to execute the attached letter agreement with Zambelli Fireworks Manufacturing Co. for a fifteen minute pyrotechnic program (fireworks) in the amount of \$33,500. Staff solicited bids for this year's fifteen minute pyrotechnic program (fireworks) and received the following responses:

- Zambelli Fireworks                      \$33,500
- Pyro Spectaculars, Inc.                \$35,754
- Fireworks America                      non-responsive

Staff is requesting authorization to award the 2019 pyrotechnic program to the lowest responsive bidder, Zambelli Fireworks in the amount of \$33,500.

### **FISCAL IMPACT:**

The recommended action is will not have a financial impact as it was included in the approved special event budget.

Attachment:  
Letter Agreement





January 23, 2019

Zambelli Fireworks Manufacturing Co.  
120 Marshall Drive, Warrendale, PA 15086

Re: Letter of Agreement for 2019 Fourth of July Event

Dear Mr. Hagan:

This letter shall be our Agreement regarding the July 3, 2019 Fireworks Display described below (“Services”) to be provided by Zambelli Fireworks Manufacturing Co., a corporation, (“Contractor”) as an independent contractor to the City of Coachella for the City’s 2019 Fourth of July Event (“Project”).

The Services to be provided include the following: fifteen minute fireworks display on July 3, 2019 at Bagdouma Park. The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

Contractor shall perform all Services under this Letter of 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, and consistent with all applicable laws. Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall not exceed Thirty Three Thousand Five Hundred Dollars and No Cents (\$33,500.00).

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor 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.

Contractor shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If Contractor is an employer or otherwise hires one or more employees during the term of this Project, Contractor shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law.

*An Affirmative Action/Equal Opportunity Employer*

# ITEM 12.m.

Invoices shall be submitted to the City as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Services on the Project shall be completed on July 3, 2019. The City may terminate this Letter of Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter of Agreement without cause before Project completion, Contractor shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter of Agreement for cause only.

Contractor shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses, liabilities, losses, damages, and injuries to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Agreement, including, without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. To the fullest extent permitted by law, Contractor 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 relating to any negligence, errors or omissions, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Contractor's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor'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 City, its directors, officials, officers, employees, agents, or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

If you agree with the terms of this Letter of Agreement, please indicate by signing and dating where indicated below. An original, executed copy of this Letter of Agreement is enclosed for your records.

**CITY OF COACHELLA**

**CONTRACTOR**

*Approved by:*

*Reviewed and Accepted by Contractor:*

\_\_\_\_\_  
William B. Pattison, Jr.  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



EXHIBIT 'A'

ITEM 12.m.

**Zambelli**  
FIREWORKS  
City of Coachella  
Bagdouma Park  
July 3 2019  
Fireworks Celebration



**Zambelli Fireworks**

**John Hagan**  
800-322-7142  
502-220-7944

**jhagan@zambellifireworks.com**  
Shafter, CA



**FIREWORKS PROPOSAL**

City of Coachella  
Bagdouma Park  
July 3 2019  
Fireworks Celebration  
REVISED PROPOSAL

**Show Date: Wednesday July 3, 2019**

**Show Budget Options: \$33,500** (an all-inclusive show budget).

**Insurance Liability Coverage:** \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

**State, Local and Federal Permits:** Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

**Transportation Liability Coverage:** \$5 Million dollars as required by United States Department of Transportation. (DOT)

**Workers Compensation:** Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

**Site Security and Fire Protection:** Customer will assist in providing site security and make arrangements with the Authorities Having Jurisdiction.

**Transportation:** Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

**Personnel:** Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

**Safety Procedures:** Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

ITEM 12.m.

**Zambelli**  
**FIREWORKS**  
2019 CITY OF COACHELLA 3<sup>rd</sup> of JULY

SYNOPSIS FOR A FIFTEEN MINUTE DISPLAY

**ALL INCLUSIVE PACKAGE PRICE \$33,500 (REVISED)**

DEVICE DESCRIPTION	QUANTITY
--------------------	----------

**ZAMBELLI MULTI SHOT DEVICES (CAKES)**

**QUANTITY FOUR EACH:**

35 Shot Rainbow Dahlias w/Assorted Colored Tails	140
35 Shot Variegated Moons w/Titanium Reports and Tail	140
35 Shot Gold Brocade Waterfalls w/Gold Tails	140
35 Shot Green and Purple Moon Fan Box w/Green Tail	140
35 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	140

**QUANTITY FOUR EACH:**

49 Shot Super Brocade w/Gold Tails Fan Box	196
49 Shot Rainbow Crossettes w/Assorted Color Tails Fan Box	196
49 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box	196
49 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box	196
49 Shot Gold Brocade Waterfalls w/Gold Tails Fan Box	196

**QUANTITY TWO EACH:**

100 Shot Variegated Chrysanthemum w/Palm and Silver Tails	200
100 Shot Red Crackling and Green Glittering w/Purple Mines	200
100 Shot Silver Crackling Flowers w/Silver Tails	200
100 Shot Brocade Crown w/Brocade Tail	200
100 Shot Silver Bees	200

**TOTAL NUMBER OF MULTI EFFECT SHOTS 2680**

**THREE INCH DIAMETER SHELLS**

Three Inch Zambelli Specialty Shells	150
Three Inch Palm Shells	150
Three Inch Tourbillion Shells	150
Three Inch Dahlia Shells	150
Three Inch Chrysanthemum Shells	150
Three Inch Serpent Effect Shells	150
Three Inch Multi-Effect Shells	150
Three inch Zambelli Salute Shells	150

**TOTAL NUMBER OF THREE INCH DIAMETER SHELLS BODY 1200**

**ZAMBELLI GRAND FINALE**

Three Inch Assorted Color Finale Display Shells	100
Three Inch Titanium Salute Report Shells	200
Three Inch Assorted Color Finale Display Shells	100

**TOTAL NUMBER OF GRAND FINALE SHELLS 400**

**TOTAL NUMBER OF SHOTS/ SHELLS IN THE DISPLAY 4280**

# Zambelli FIREWORKS

ITEM 12.m.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Michelle Kugler	PHONE (A/C, No, Ext): 727-547-3070	FAX (A/C, No): 727-367-5695
	E-MAIL ADDRESS: mkugler@alliedspecialty.com		
INSURED ZAMBELLI FIREWORKS MFG CO, INC., ETAL 120 Marshall Drive, Warrendale, PA 15086	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP0103167-05	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Protection & Indemnity \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0103167-05	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0011081-05 Excess P & I Included	02/01/2018	02/01/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Coverage is afforded in the State(s) of:			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Hull			CPP0103167-05	02/01/2018	02/01/2019	Hull Limit \$900,000 Show Limit \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Display Date: Rain Date: Location:  
 RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Carol A. Serra</i>



ITEM 12.n.







## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Hoy P.E., Assistant City Manager/City Engineer

**SUBJECT:** Accept Public Improvements and exonerate the Improvement Bonds for Parcel Map No. 36481

---

### **STAFF RECOMMENDATION:**

Accept Public Improvements and exonerate the Improvement Bonds for Parcel Map No. 36481

### **DISCUSSION/ANALYSIS:**

Parcel Map No. 36481 is located at the southwest corner of Grapefruit Blvd. and Avenue 48. The project was approved in 2013 and bonds were accepted by the City as assurance that the offsite public improvements would be installed to the City's satisfaction.

The developer, Sunny and Karen, LLC has completed the improvements. City staff is satisfied that the public improvements have been completed and therefore, recommends a release of the Performance & Labor and Material Bonds (No. K08349678) in an amount of \$55,500.00.

### **FISCAL IMPACT:**

The acceptance of the public improvements associated with Parcel Map No. 36481 will have no significant impact to the City's General Fund.



BOND NO. K08349678  
INITIAL PREMIUM: \$1,110.00/ 2 years  
SUBJECT TO RENEWAL

**CITY OF COACHELLA**

**PARCEL/TRACT MAP NO. 36481 IMPROVEMENTS**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, California (“City”) and Sunny and Karan, LLC (“Principal”), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 36481 (“Public Improvements”);

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated October 1, 2013 (“Improvement Agreement”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Westchester Fire Insurance Company (“Surety”), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of Fifty Five Thousand Five Hundred & 00/100 Dollars (\$55,500.00) , said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

# ITEM 12.n.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499 et seq. of the Government Code of California as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

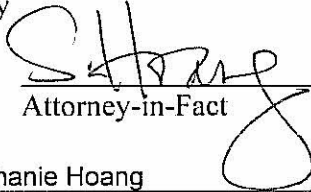
IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Costa Mesa, CA, this 11th day of October, 2013.

SUNNY AND KARAN, LLC  
Principal

By: \_\_\_\_\_  
Member

Nachhattar S. Chandi  
(print name)

Westchester Fire Insurance Company

Surety  
By:   
Attorney-in-Fact

Stephanie Hoang  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On 10/11/13

Date

before me,

Barbara Copeland, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Stephanie Hoang

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

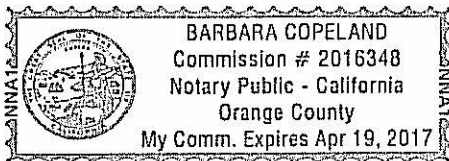
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Barbara Copeland

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

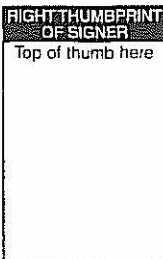
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stephanie Hoang

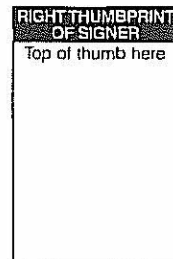
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# ITEM 12.n.

BOND NO. K08349678  
INITIAL PREMIUM: \$1,110.00/ 2 years  
SUBJECT TO RENEWAL

## CITY OF COACHELLA

### PARCEL/TRACT MAP NO. 36481 IMPROVEMENTS

#### LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Coachella, California ("City") and Sunny and Karan, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel/Tract Map No. 3641 ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Agreement for Completion of Pubic Improvements dated October 1, 2013 ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the Improvement Agreement providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for, or about the performance of the Public Improvements, or for any work or labor done thereon of any kind, or for amounts due under the provisions of Title 15 (commencing with section 3082) of Part 4 of Division 3 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, Principal and Westchester Fire Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Pennsylvania, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid excepting the Principal, the sum of Fifty Five Thousand Five Hundred & 00/100 Dollars (\$55,500.00) , said sum being not less than 100% of the total cost of the

Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499 et seq. of the California Government Code as security for payment to contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

# ITEM 12.n.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Costa Mesa, CA, this 11th day of October, 2013.

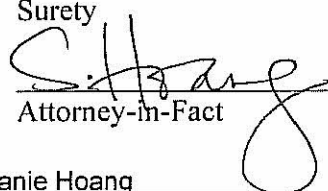
SUNNY AND KARAN, LLC  
Principal

By: \_\_\_\_\_  
Member

Nachhattar S. Chandi  
(print name)

Westchester Fire Insurance Company

Surety

By:  \_\_\_\_\_  
Attorney-in-Fact

Stephanie Hoang  
(print name)

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

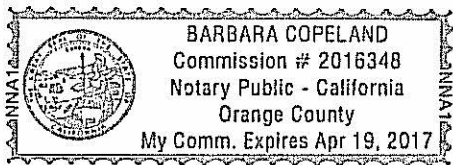
On 10/11/13 before me, Barbara Copeland, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Hoang  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Barbara Copeland  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

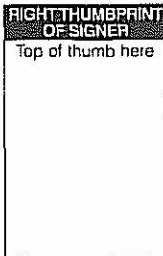
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Stephanie Hoang

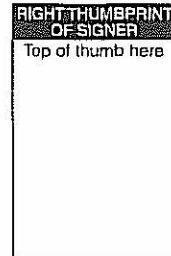
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

# ITEM 12.n.

## Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Eric Lowey, Mark Richardson, Shawn Blume, Stephanie Hoang, all of the City of COSTA MESA, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Three million dollars & zero cents (\$3,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of July 2013.

WESTCHESTER FIRE INSURANCE COMPANY

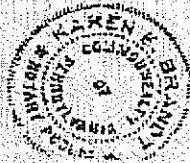


*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 9 day of July, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 28, 2014

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 11th day of October, 2013



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 09, 2015.

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PARCEL MAP No. 36481**

BEING A SUBDIVISION OF A PORTION OF PARCEL 3, OF PARCEL MAP NO. 18 IN THE CITY OF COACHELLA, AS SHOWN ON MAP RECORDED IN BOOK 27, PAGES 62 AND 64 OF PARCEL MAPS, AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, S.B.M.

APRIL 2013  
AMIR ENGINEERING

**OWNER'S STATEMENT**

I HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

SUNNY & KARAN, A CALIFORNIA LIMITED LIABILITY COMPANY

BY [Signature] DATE 5/6/13  
MANAGING MEMBER  
NACHHATTAR S. CHANDI

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
SS )  
COUNTY OF RIVERSIDE )  
ON MAY 6, 2013 BEFORE ME MARIA TERESA GARCIA (NOTARY PUBLIC)  
DATE NAME, A NOTARY PUBLIC

PERSONALLY APPEARED: NACHHATTAR S. CHANDI  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY, AND THAT BY HIS/HER/THEIR SIGNATURE 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: [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

Principal Place of Business: Riverside Co.

COMMISSION NO. 1919888 EXPIRES JANU, 2015  
**BENEFICIARY'S STATEMENT:**

RABOBANK, N.A., BENEFICIARY UNDER DEED OF TRUST RECORDED AS INSTRUMENT NO. 2012-0502153, RECORDED OCTOBER 19, 2012, OFFICIAL RECORDS OF RIVERSIDE COUNTY, WHICH NAMES RABOBANK, N.A. AS TRUSTEE.

[Signature] VP DATE 5/7/13  
NAME, TITLE Paul Palmer - Vice President DATE

**NOTARY ACKNOWLEDGMENT**

STATE OF CALIFORNIA )  
SS )  
COUNTY OF RIVERSIDE )  
ON MAY 7, 2013 BEFORE ME S. NUNO, NOTARY PUBLIC  
DATE NAME AND TITLE OF OFFICER

PERSONALLY APPEARED: PAUL PALMER  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY, AND THAT BY HIS/HER/THEIR SIGNATURE 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: [Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE

COMMISSION NO. 1992240  
EXPIRES 10-22-16

Principal Place of Business: Riverside Co.

**TAX COLLECTOR'S CERTIFICATE**

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 0.00. This certification excludes any supplemental tax assessments not yet extended.

DON KENT  
COUNTY TAX COLLECTOR  
DATED November 20 20 13 BY: Valerie Oran DEPUTY  
DON KENT COUNTY TAX COLLECTOR

**TAX BOND CERTIFICATE**

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$                      HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. This certification excludes any supplemental tax assessments not yet extended.

DATED:                     , 20                      DATED:                     , 20                       
CASH OR SURTY BOND  
DON KENT  
COUNTY TAX COLLECTOR  
BY:                      DEPUTY

**SIGNATURE OMISSIONS**

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN INTO FEE

- 1. SOUTHERN PACIFIC RAILROAD COMPANY, HOLDER OF A DEED PERTAINING TO RESERVATIONS AND CONDITIONS SET FORTH IN DEED NO. 5877 AS RECORDED IN BOOK 202, PAGE 145, OF DEEDS, RECORDS OF SAN DIEGO COUNTY, CALIFORNIA.
- 2. M. H. WHITTIER CORPORATION, HOLDER OF A DEED PERTAINING TO TERMS, COVENANTS, CONDITIONS, AND PROVISIONS SET FORTH IN A CORPORATION DEED RECORDED NOVEMBER 24, 1945, IN BOOK 706, PAGE 457, OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

**RECORDER'S STATEMENT**

FILED THIS 26<sup>th</sup> DAY OF November 2013  
AT 11:06 A.M. IN ROOM 236 OF PARCEL MAPS, AT PAGES 47-48  
AT THE REQUEST OF THE CITY CLERK OF THE CITY OF COACHELLA, CALIFORNIA  
FEE: \$12.00  
No. 2013-0556125  
LARRY W. WARD, COUNTY ASSESSOR - CLERK - RECORDER  
BY: [Signature] DEPUTY  
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE CO.

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF E. D. MITCHELL, THE PRESIDENT OF THE MITCHELL LAND AND IMPROVEMENT CO., A CALIFORNIA CORPORATION IN JUNE OF 2012. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

[Signature] DATED 5/1 20 13  
LUKE R. BEVERLY EXP. 6/30/2013  
LS 8223  
PROFESSIONAL LAND SURVEYOR  
LUKE R. BEVERLY  
LS No. 8223  
EXPIRATION DATE  
6-30-2013  
STATE OF CALIFORNIA

**CITY ENGINEER'S STATEMENT**

I, JONATHON D. HOY CITY ENGINEER OF THE CITY OF COACHELLA, STATE OF CALIFORNIA, STATE THAT I HAVE EXAMINED THIS MAP AND FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

[Signature] DATED 11/19 20 13  
JONATHON HOY  
RCE 6526 EXP. 9/30/2014

**CITY SURVEYOR'S STATEMENT**

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT

5-8-13 DATE  
[Signature]  
NOEL OWLSLEY LS 8972  
ACTING CITY SURVEYOR EXP. 10/30/2013



**CITY CLERK'S STATEMENT**

I, Beatrice Barajas, CITY CLERK OF THE CITY OF COACHELLA, STATE CALIFORNIA, DO HEREBY STATE THAT THIS MAP WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY OF COACHELLA AT ITS REGULAR MEETING HELD ON THE 23<sup>rd</sup> DAY OF October, 2013, AND THAT THEREUPON SAID CITY COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID PARCEL MAP NO. 36481, PURSUANT TO THE PROVISIONS OF SECTION 66436 (C) OF THE SUBDIVISION MAP ACT.

DATED THIS 13<sup>th</sup> DAY OF November, 2013  
[Signature]  
CITY CLERK  
CITY OF COACHELLA

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SCALE 1"=100'

SHEET 2 OF 2 SHEETS

236/48

# PARCEL MAP No. 36481

IN THE CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF A PORTION OF PARCEL 3, OF PARCEL MAP NO. 18 IN THE CITY OF COACHELLA, AS SHOWN ON MAP RECORDED IN BOOK 27, PAGES 63 AND 64 OF PARCEL MAPS, AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 8 EAST, S.B.M.

APRIL 2013  
AMIR ENGINEERING

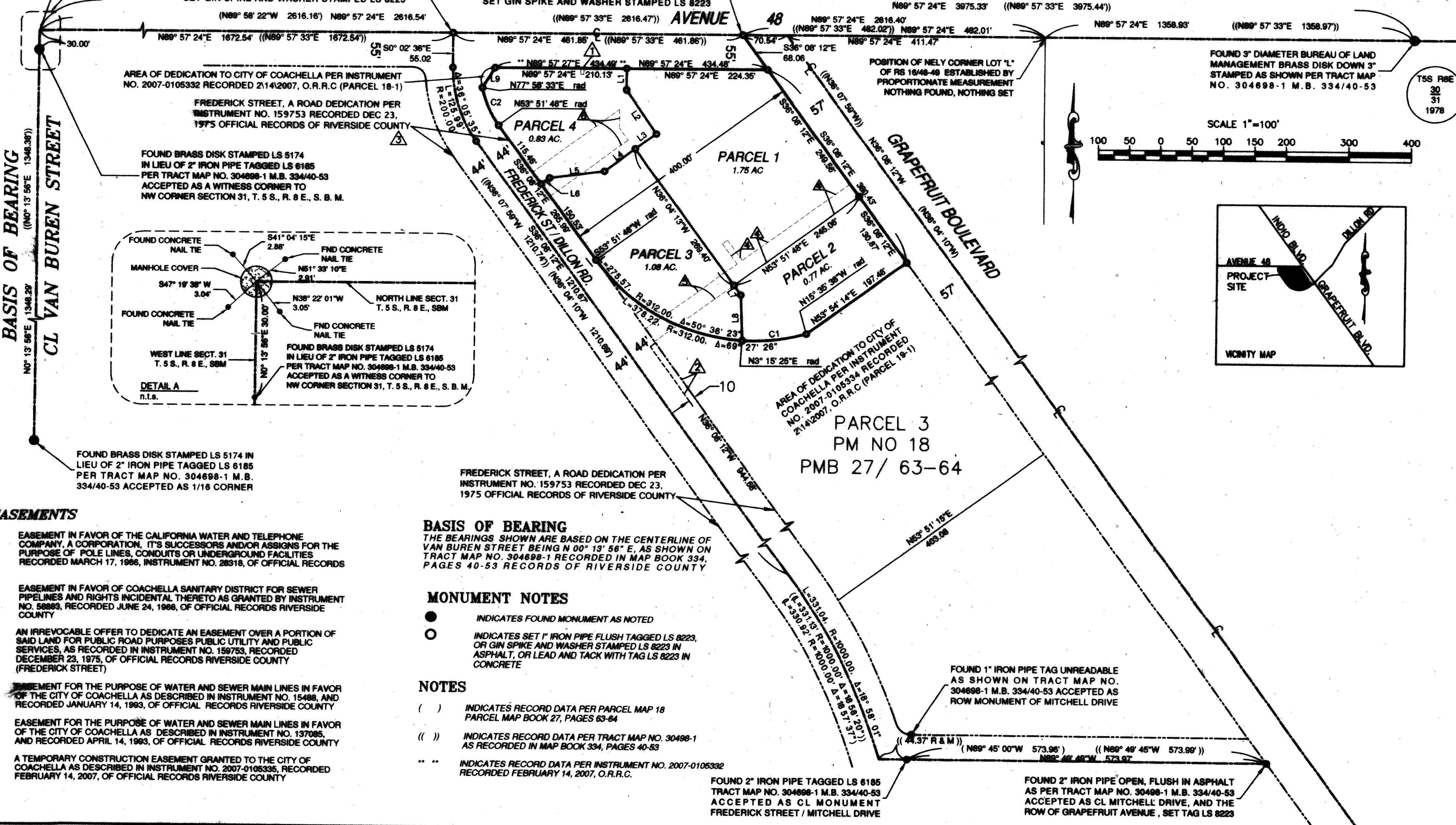
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 02' 10" W	34.18'
L2	N35° 08' 43" W	84.79'
L3	N63° 56' 22" E	41.82'
L4	S53° 56' 22" W	61.02'
L5	S82° 34' 59" W	88.39'
L6	S63° 51' 42" W	16.70'
L7	S36° 08' 12" E	18.82'
L8	S02° 12' 36" E	73.38'
L9	N31° 43' 41" E	36.11'

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	18° 51' 03"	102.66'	312.00'
C2	24° 06' 45"	65.65'	156.00'

NW CORNER SECTION 31, T. 5 S., R. 8 E., S.B.M., POSITION ESTABLISHED AT 30.0' NORTH OF CENTERLINE MONUMENT AND FOUND 4 CONCRETE NAIL TIES. POSITION FOR NW CORNER SECT. 31, FALLS IN MANHOLE COVER

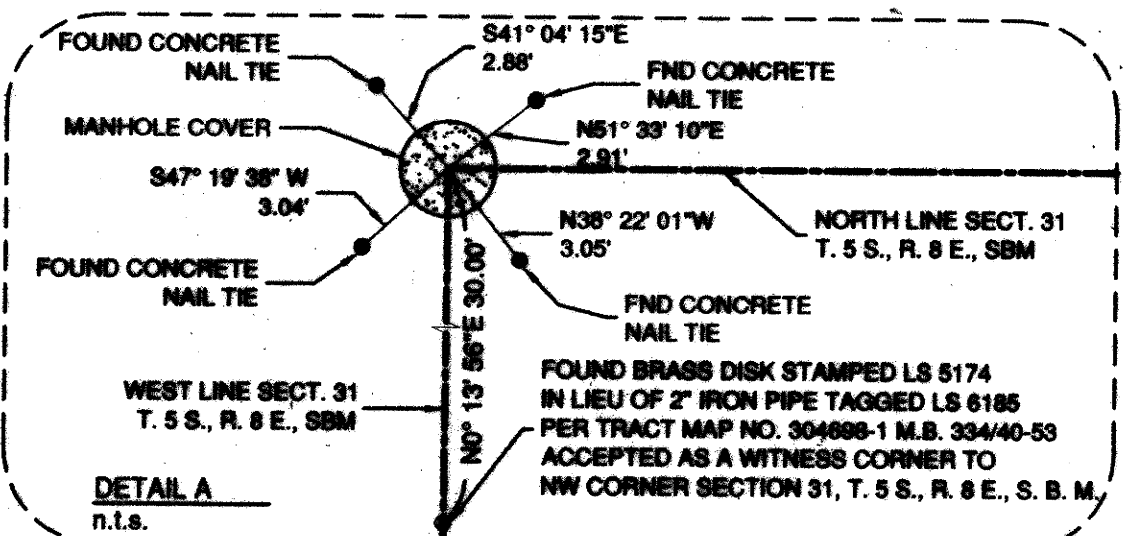
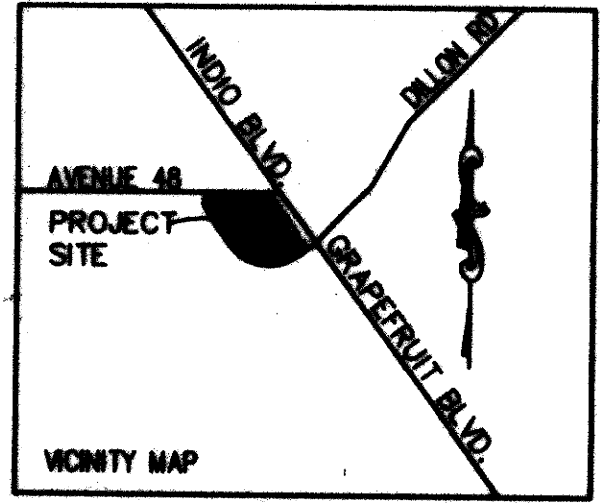
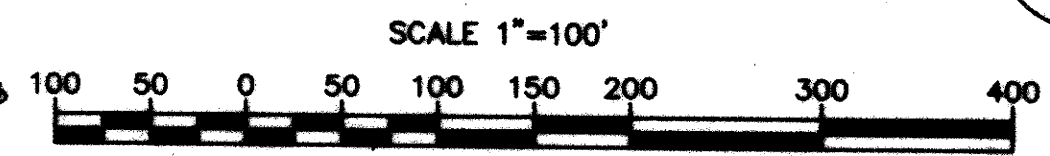
POSITION OF CL INTERSECTION PER TRACT MAP NO. 304698-1 M.B. 334/40-53 ESTABLISHED BY PROPORTIONATE MEASUREMENT NOTHING FOUND, SET GIN SPIKE AND WASHER STAMPED LS 8223

POSITION OF ROW PROD PER TRACT MAP NO. 304698-1 M.B. 334/40-53 ESTABLISHED BY PROPORTIONATE MEASUREMENT NOTHING FOUND, SET GIN SPIKE AND WASHER STAMPED LS 8223



FOUND 3" DIAMETER BUREAU OF LAND MANAGEMENT BRASS DISK DOWN 3" STAMPED AS SHOWN PER TRACT MAP NO. 304698-1 M.B. 334/40-53

TSS RISE  
30  
31  
1978



FOUND BRASS DISK STAMPED LS 5174 IN LIEU OF 2" IRON PIPE TAGGED LS 6185 PER TRACT MAP NO. 304698-1 M.B. 334/40-53 ACCEPTED AS 1/16 CORNER

FREDERICK STREET, A ROAD DEDICATION PER INSTRUMENT NO. 159753 RECORDED DEC 23, 1975 OFFICIAL RECORDS OF RIVERSIDE COUNTY

AREA OF DEDICATION TO CITY OF COACHELLA PER INSTRUMENT NO. 2007-0105334 RECORDED 2/14/2007, O.R.R.C. (PARCEL 18-1)

PARCEL 3  
PM NO 18  
PMB 27/ 63-64

### EASEMENTS

- EASEMENT IN FAVOR OF THE CALIFORNIA WATER AND TELEPHONE COMPANY, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF POLE LINES, CONDUITS OR UNDERGROUND FACILITIES RECORDED MARCH 17, 1966, INSTRUMENT NO. 28318, OF OFFICIAL RECORDS
- EASEMENT IN FAVOR OF COACHELLA SANITARY DISTRICT FOR SEWER PIPELINES AND RIGHTS INCIDENTAL THERETO AS GRANTED BY INSTRUMENT NO. 58893, RECORDED JUNE 24, 1966, OF OFFICIAL RECORDS RIVERSIDE COUNTY
- AN IRREVOCABLE OFFER TO DEDICATE AN EASEMENT OVER A PORTION OF SAID LAND FOR PUBLIC ROAD PURPOSES PUBLIC UTILITY AND PUBLIC SERVICES, AS RECORDED IN INSTRUMENT NO. 159753, RECORDED DECEMBER 23, 1975, OF OFFICIAL RECORDS RIVERSIDE COUNTY (FREDERICK STREET)
- EASEMENT FOR THE PURPOSE OF WATER AND SEWER MAIN LINES IN FAVOR OF THE CITY OF COACHELLA AS DESCRIBED IN INSTRUMENT NO. 15488, AND RECORDED JANUARY 14, 1963, OF OFFICIAL RECORDS RIVERSIDE COUNTY
- EASEMENT FOR THE PURPOSE OF WATER AND SEWER MAIN LINES IN FAVOR OF THE CITY OF COACHELLA AS DESCRIBED IN INSTRUMENT NO. 137065, AND RECORDED APRIL 14, 1963, OF OFFICIAL RECORDS RIVERSIDE COUNTY
- A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO THE CITY OF COACHELLA AS DESCRIBED IN INSTRUMENT NO. 2007-0105335, RECORDED FEBRUARY 14, 2007, OF OFFICIAL RECORDS RIVERSIDE COUNTY

### BASIS OF BEARING

THE BEARINGS SHOWN ARE BASED ON THE CENTERLINE OF VAN BUREN STREET BEING N 00° 13' 56" E, AS SHOWN ON TRACT MAP NO. 304698-1 RECORDED IN MAP BOOK 334, PAGES 40-53 RECORDS OF RIVERSIDE COUNTY

### MONUMENT NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1" IRON PIPE FLUSH TAGGED LS 8223, OR GIN SPIKE AND WASHER STAMPED LS 8223 IN ASPHALT, OR LEAD AND TACK WITH TAG LS 8223 IN CONCRETE

### NOTES

- ( ) INDICATES RECORD DATA PER PARCEL MAP 18 PARCEL MAP BOOK 27, PAGES 63-64
- (( )) INDICATES RECORD DATA PER TRACT MAP NO. 304698-1 AS RECORDED IN MAP BOOK 334, PAGES 40-53
- \*\* \*\* INDICATES RECORD DATA PER INSTRUMENT NO. 2007-0105332 RECORDED FEBRUARY 14, 2007, O.R.R.C.

FOUND 2" IRON PIPE TAGGED LS 6185 TRACT MAP NO. 304698-1 M.B. 334/40-53 ACCEPTED AS CL MONUMENT FREDERICK STREET / MITCHELL DRIVE

FOUND 2" IRON PIPE OPEN, FLUSH IN ASPHALT AS PER TRACT MAP NO. 304698-1 M.B. 334/40-53 ACCEPTED AS CL MITCHELL DRIVE, AND THE ROW OF GRAPEFRUIT AVENUE, SET TAG LS 8223

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ITEM 12.n.



**ITEM 12.0.**







## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jonathan Hoy P.E., Assistant City Manager/City Engineer  
**SUBJECT:** Updated Library Facilities Use Agreement with the College of the Desert

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### **STAFF RECOMMENDATION:**

Authorize the City Manager to execute a Library Facilities Use Agreement with the College of the Desert

### **DISCUSSION/ANALYSIS:**

The City of Coachella and the Desert Community College District wish to enter into an agreement for the District to use the library classrooms to provide residents in the City of Coachella with various course and program offerings. In consideration of this goal the attached Facilities Use Agreement sets the terms and conditions of this partnership.

The City shall provide the College with instructional classroom space at the Coachella Library for the full length of the District academic calendar term at times and days mutually agreed upon by the District and the City for the sole purpose of offering District courses and programs. The City agrees to abide the District's scheduled courses at the library once they have been made public to the community.

On December 12, 2018, the City Council authorized approval of the facility use agreement with the College of the Desert. However, the City and the College have agreed to adjust the rate to an hourly fee rather than a flat fee per classroom, per term. This will allow the City more flexibility to adjust scheduling as needed.

The proposed rate is \$20 per hour, per classroom for the 17-week 2019 Spring term. Two ESL classes will be held from approximately 9:00am to 12:30pm, Monday through Thursday. The term of this agreement is limited to the 2019 Spring term. Any subsequent use will require a new agreement and will be subject to City Council approval.

### **FISCAL IMPACT:**

In accordance with this facility use agreement, the College of the Desert shall pay the City of Coachella a weekly facility fee for each academic calendar term, per classroom scheduled for use.



## COLLEGE OF THE DESERT/CITY OF COACHELLA LIBRARY FACILITIES USE AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into, effective as of January 28, 2019 (“Effective Date”), by and among the CITY OF COACHELLA (“City”), an incorporated city in Riverside County, and the DESERT COMMUNITY COLLEGE DISTRICT (“District”), a California public education institution.

### RECITALS

- A. WHEREAS the Desert Community College District is a local community college that serves the Coachella Valley offering general education courses and programs; and
- B. WHEREAS the City of Coachella owns and operates a city library with classroom facilities located at 1500 Sixth Street, Coachella, California; and
- C. WHEREAS the City and the District wish to enter into an agreement for the District to use the library classrooms to provide residents in the City of Coachella with various course and program offerings.

NOW, THEREFORE, in consideration of the mutual obligations in this Agreement, the City and the District hereby agree as follows:

1. **Purpose.** Subject to the terms and conditions of the Agreement, the City shall provide the College with instructional classroom space at the Coachella Library for the full length of the District academic calendar term at times and days mutually agreed upon by the District and the City for the sole purpose of offering District courses and programs. The City agrees to abide the District’s scheduled courses at the library once they have been made public to the community.
2. **Staffing.** The City will ensure that the library is appropriately staffed during the times scheduled to ensure access to the classrooms and related facilities (restrooms, etc.).
3. **Facility Fees.** The College of the Desert shall pay to the City of Coachella a facility fee equal to \$20.00 per hour, per classroom scheduled for use. The City shall invoice the District for each term on confirmation that courses have met minimum enrollment requirements for the continuation of each course.
4. **Rules and Regulations.** The District shall comply with all policies, rules and regulations then in effect for the library facility.
5. **Term of Agreement.** The term of this Agreement shall be from January 28 through May 24, 2019.
6. **General Provisions**
  - 6.1. **Entire Agreement.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the City and the District.
  - 6.2. **Severability.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

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provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

- 6.3. **Termination.** Either party may terminate this agreement for future academic terms with written notification to the other party prior to the publishing of the District's course schedule.
- 6.4. **Amendment.** This Agreement may be modified or amended in writing by mutual agreement between the parties.
- 6.5. **Notices.** Any written notice or communication in relation to this Agreement shall be sent to the addresses below, or to any such other address as furnished in writing.

To the City of Coachella:

The City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

To the Desert Community College District:

College of the Desert  
43-500 Monterey Avenue  
Palm Desert, CA 92260

- 7. **Insurance.** The City and the District shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each with appropriate coverages of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. Current Certificates of Insurance will be provided as needed.
- 8. **Hold Harmless.** The City and the District agrees to defend, indemnify and hold harmless the other party, its Board officers, agents, and employees, individually and collectively, from and against all claims liabilities, obligations and causes of action of whatever kind arising in any manner whatsoever out of or in connection with this Agreement for the acts or omissions of its officers, agents and employees.

**Desert Community College District**

**City of Coachella**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Board Approval/Ratification Date

\_\_\_\_\_  
City Council Approval Date

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## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Hoy P.E., Assistant City Manager/City Engineer

**SUBJECT:** Memorandum of Understanding with the Coachella Valley Water District to share cost in the preparation of a Storm Water Master Plan, City Project No. SD-03, for the City of Coachella

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### **STAFF RECOMMENDATION:**

Approve the Memorandum of Understanding with the Coachella Valley Water District to share cost in the preparation of a Storm Water Master Plan, City Project No. SD-03, for the City of Coachella

### **DISCUSSION/ANALYSIS:**

The City of Coachella applied and received a Coachella Valley Mountain Conservancy Grant in the amount of \$225,000 under Proposition 1 with the State of California for development of a Stormwater Master Plan (SMP). The Coachella Valley Water District (CVWD), the regional flood authority, is working with the City of Coachella providing additional funding in an amount not to exceed \$250,000 to fund the existing conditions assessment by Northwest Hydraulic Consultants (NHC), their on-call stormwater hydrology and hydraulic consultants.

In accordance with the Memorandum of Understanding between the City and CVWD, the City will contract directly with CVWD's consultant NHC and will then be reimbursed by CVWD monthly as the project is completed.

### **FISCAL IMPACT:**

CVWD will provide funding in an amount not to exceed \$250,000 for the City's Stormwater Master Plan preparation.





**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of \_\_\_\_\_, 2019, by and between the COACHELLA VALLEY WATER DISTRICT, a public agency (“CVWD”); and the CITY OF \_\_\_\_\_, a municipal corporation (“City”). CVWD and City are hereinafter sometimes collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

A. The Coachella Valley Storm Water District of Riverside County was merged into the Coachella Valley County Water District on October 19, 1937, pursuant to the Coachella District Merger Law set forth in Water Code Section 33100 et seq. The name of the surviving district was the Coachella Valley County Water District which later became the Coachella Valley Water District; and

B. Along with the powers of a County Water District under the County Water District Law (Water Code Section 30000 et seq.), CVWD has the powers and duties of a storm water district under the Storm Water District Act of 1909. (Water Code Section 33136) The Storm Water District Act is set forth in the Uncodified Acts of the Water Code, Act 1300, Storm Water District Act of 1909 (1909 ch 222); and

C. Pursuant to Section 33139 of the Water Code, CVWD may “provide for and carry on the construction, operation, and maintenance of works, improvements, and functions authorized by the Storm Water District Act of 1909 either as authorized in that act or as authorized by this division. 33102.” Based on the legal limitations set forth above, CVWD’s facilities and jurisdiction are limited to providing regional storm water protection services; and

D. Consequently, it is within the jurisdiction of City to provide local flood control. For example, and not by way of limitation, City has constructed and operates local storm water facilities within its jurisdiction; and

E. The Parties desire to enter into an order to provide for the sharing of the cost for preparation of a Storm Water Master Plan (“Plan”). The Plan will include an engineering study of the City of Coachella area and recommend improvements. The Plan will serve as a guide in coordinating the construction of drainage facilities, and for future land development and street design. The operation and maintenance of the drainage facilities and street design system is the responsibility of City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this MOU, and for other good, valuable, and adequate consideration, the Parties hereto agree as follows:

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1. Cost of Plan City has entered into, or intends to enter into, an agreement with Northwest Hydraulic Consultants, Inc. (“Consultant” and “Consultant Agreement”) for preparation of the Plan with a not-to-exceed cost of \$250,000.00 (“Compensation”).

## 2. Cost Sharing Between the Parties

(a) CVWD and City shall each be responsible for payment of the periodic and final payment requests under the Consultant Agreement to Consultant as follows. Upon receipt by City of each written statement from Consultant regarding the amount due and owing for the applicable time period (“Progress Payment”), City shall be responsible for payment of the applicable Progress Payment and the final Progress Payment to Consultant for the total amount of the Compensation. City shall determine in its discretion whether to submit periodic statements to CVWD or a one-time final statement which sets forth the cost sharing amounts, or portions of the cost sharing amounts, set forth herein. Under no circumstances shall CVWD be responsible for payment to City of amounts in excess \$250,000.00. CVWD shall not be responsible for payment of any amounts in excess of its share as set forth herein.

(b) The Parties hereby acknowledge and agree that only City will have a contractual arrangement with Consultant and City shall be solely responsible for submitting payment of the Compensation to Consultant and the performance of the Consultant Agreement between Consultant and City.

(c) City shall provide a copy of the Progress Payment to CVWD along with a cover letter setting forth the calculation of the applicable amount due and owing by CVWD. Within thirty (30) days of the date of said cover letter, CVWD shall submit payment to City for CVWD’s respective share as set forth in this MOU. If CVWD objects to any portion of the statement or calculation, CVWD shall provide written notice to City of said objections within ten (10) days from the date of the City cover letter and the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In regard to any objection regarding the services performed by Consultant, CVWD shall raise said issues with City and City shall seek to resolve said issues with Consultant.

3. Compliance With Legal, Regulatory, and Permit Requirements The Parties shall perform their respective activities in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Each Party shall be liable to the other Party for all violations of laws and regulations in connection with the respective activities.

4. Effective Date and Term This MOU shall be effective on the date of full execution of this MOU by both Parties (“Effective Date”). The term of this MOU shall be from the Effective Date to the date of completion of performance of the services under the Consultant Agreement.

## 5. General Provisions

(a) Relationship of the Parties Nothing contained in this MOU shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions

contained in this MOU or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this MOU be construed, except as expressly provided herein, to authorize any of the Parties to act as the agent for the other.

(b) Entire Agreement This MOU is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This MOU may be modified only upon the mutual written agreement of the Parties hereto.

(c) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this MOU.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its respective duly authorized officers. The effective date of this Agreement shall be the date first above written.

COACHELLA VALLEY WATER DISTRICT

By: \_\_\_\_\_

CITY OF COACHELLA

By: \_\_\_\_\_



**ITEM 13.a.**





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members

**FROM:** Maritza Martinez; Public Works Director

**SUBJECT:** Approve Resolution 2019-04 establishing a user fee for the Coachella Library Conference Rooms 1-3 and adopting a policy for Coachella Library Conference Room Rentals.

---

### **STAFF RECOMMENDATION:**

Approve Resolution 2019-04 establishing a user fee for the Coachella Library Conference Rooms 1-3 and adopting a policy for Coachella Library Conference Room Rentals.

### **BACKGROUND:**

A Bagdouma Community Center rental requires an approved facility use permit and payment of correspondent fees/insurance. Below is the current policy (Chapter 12 of the city's Municipal Code) as it pertains to the Bagdouma Community Center, and attached is the current Facility Use Permit.

- A. Time for Application. An application for a permit must be submitted not less than two weeks nor more than six months (6) prior to the event.
- B. The application shall state:
  - The name and residence address of the person signing the application;
  - The position held by the person signing the application where the applicant is a group or organization;
  - That the person signing the application is an authorized representative of the applicant, if the applicant is a group or organization;
  - The name and address of the applicant;
  - The day or days and hours for which the permit is desired. Permits may be issued for one day only if the day requested is a Saturday or Sunday, within a three month period. Permits may be issued for multiple days, to a maximum of five days Monday through Friday, within a three month period;
  - The park or portion thereof for which such permit is desired;
  - An estimate of the anticipated attendance; and
  - Any other information which the City Council shall find reasonably necessary to make a fair determination as to whether a permit should be issued by this chapter.

On May 11, 2011, the City Council adopted Resolution 2011-13, adopting the City's current user fees. The approved rate for Bagdouma Community Center rentals is \$88.50 per hour; additionally requested for facility rentals is a refundable \$300.00 deposit and Certificate of Liability Insurance listing the City of Coachella as additionally insured. Staff has recently

# ITEM 13.a.

surveyed other Coachella Valley city community center rental fees and the comparative fee information is listed below.

<u>Location</u>	<u>Hourly Rate</u>	<u>Refundable Deposit</u>
Mecca Comm Center	\$90.00	\$275.00
Coachella Comm Center	\$88.50	\$300.00
Indio Comm Center	\$90.00	\$275.00
La Quinta Fitness Center	\$90.00	\$275.00
Palm Desert Comm Center	\$90.00	\$275.00

Youth, adult and senior recreational programs are offered at the Bagdouma Community Center during the weekdays and the center is made available for rental on Saturdays and Sundays. In 2018, the center was rented five times. The Bagdouma Community Center provides the following programming on a weekly basis:

- Monday – Fit After 50
- Tuesday – Beginning Tae Kwon Do & Advanced Tae Kwon Do
- Wednesday – Fit After 50 & Art Scene
- Thursday – Dance, Play & Pretend, Beginning Tae Kwon Do, & Advanced Tae Kwon Do
- Friday – Beginning Tae Kwon Do & Advanced Tae Kwon Do

## DISCUSSION/ANALYSIS:

Staff is recommending the same community center rental policy and permit process be adopted in the rental of the Coachella Library Conference Rooms 1, 2 & 3. Staff is also recommending no food items be allowed in all three conference rooms to protect the integrity of the building and these requests would be encouraged to rent the Bagdouma Community Center.

No current fee schedule exists for the facility rental of the conference rooms at the Coachella Library. The rented space at the Bagdouma Community Center is approximately 3,000 square feet (multipurpose room/kitchen/restrooms). At the approved hourly rental fee for the Bagdouma Community Center (\$88.50), each square foot is being rented for \$0.0295. Using this base per square foot fee and the total square feet rented per Coachella Library Conference Room (1,000 sq. ft.), staff recommends setting the rental fee per Coachella Library Conference Room at \$29.50 per hour.

Staff also recommends requiring a refundable deposit of \$300.00 if food is to be permitted. Since October 2018, the conference rooms in the Coachella Library have had a total of 20 rentals; each rental has been free of cost and permitted food. On average setup, teardown and cleanup after each Coachella Library rental requires 5-8 hours of staff time, which is a cost of \$200-\$350 to the general fund.

## FISCAL IMPACT:

None as the recommended fee is cost recovery based.



# ITEM 13.a.

Attachment:  
Facility Use Permit  
Resolution



**RESOLUTION NO. 2019-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, ADOPTING USER FEE SCHEDULE AND PERMITTING POLICY FOR THE COACHELLA LIBRARY CONFERENCE ROOM RENTALS.**

**WHEREAS**, the City Council has previously adopted a fee schedule for citywide services provided by the city, whereby the cost of rendering such services are borne by the beneficiaries of the same; and

**WHEREAS**, the City desires to maintain a policy of recovering the full costs reasonably borne of providing services that are of a voluntary and limited nature, such that general taxes are not subsidizing unfairly and inequitably such special services; and

**WHEREAS**, on May, 2011 the City Council conducted a duly noticed and advertised public hearing for the current city wide user fee schedule; and

**WHEREAS**, July 11, 2011, current user fee schedule was effective, inclusive of the user fee rental for the city's Community Center; and

**WHEREAS**, the Coachella Library facility has been open as of October 6, 2018 and is not included in the user fee schedule; and

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, AS FOLLOWS:**

1. The adopted fee schedule for the Community Center Rental is attached as "Exhibit A."
2. The user fee schedule for rental of the Coachella Library Conference Room 1-3 will use the same existing per square foot fee for the Bagdouma Community Center and be \$29.50 per conference room per hour, attached as Exhibit "B."
3. The facility use permitting process for the Coachella Library Conference Room 1-3 will be consistent with Community Center rentals as identified in Chapter 12 of the City of Coachella Municipal Code.
4. Approved facility use permits for the Coachella Library Conference Rooms will require a \$300.00 refundable deposit when food is permitted.

# ITEM 13.a.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January, 2019.

---

Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 13.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-04 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



Service/Application	Current Fee		Full Cost		Staff Recommended Fee		Notes
	Fee		Fee		Fee		
Park Usage - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	\$	100.00	\$	504.00	\$	504.00	per day/ \$31.50 per hour/ \$100 Deposit
- Stage Reservation	\$	230.00	\$	187.00	\$	187.00	per day; \$100 Deposit
- Park Party/Inflatable Amenities	\$	50.00	\$	48.00	\$	-	
Park Usage - Non-Resident / For-Profit Business / Adult Sports Leagues	\$	100.00	\$	504.00	\$	504.00	per day/ \$31.50 per hour/ \$100 Deposit
- Stage Reservation	\$	230.00	\$	187.00	\$	187.00	per day; \$100 Deposit
- Park Party/Inflatable Amenities	\$	50.00	\$	48.00	\$	-	
Sports Field Permit - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	\$	500.00	\$	242.00	\$	45.00	per day; \$8.00 per hr; \$100 Deposit
- Field Lights	\$	-	\$	-	\$	18.00	per hr; actual cost
- Diamond Preparation	\$	-	\$	194.00	\$	194.00	
Sports Field Permit - Non-Resident / For-Profit Business / Adult Sports Leagues	\$	500.00	\$	242.00	\$	85.00	per day; \$15.00 per hr; \$100 Deposit
- Field Lights	\$	-	\$	-	\$	18.00	per hr; actual cost
- Diamond Preparation	\$	-	\$	194.00	\$	194.00	
Snack Bar Use - Coachella Youth Sports League (per season)	\$	350.00	\$	187.00	\$	187.00	per season; Deposit \$200.00
Snack Bar Use - Resident / Coachella 501c3 Organization/Adult Sports Leagues	\$	350.00	\$	187.00	\$	-	only available per season by city MOU
Tennis/Basketball Courts - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	\$	250.00	\$	145.00	\$	-	
- Lights Use	\$	-	\$	-	\$	-	
Tennis/Basketball Courts - Non-Resident / For-Profit Business / Adult Sports Leagues (per season or hourly)	\$	250.00	\$	145.00	\$	-	
- Lights Use	\$	-	\$	-	\$	-	
<b>Community Center Rental per Hour</b>							
- Resident / Coachella 501c3 Organization / Coachella Youth Sports League / Adult Sports League	\$	400.00	\$	354.00	\$	354.00	first 4 hours
- Non-Resident / For-Profit Business	\$	400.00	\$	354.00	\$	354.00	first 4 hours
<b>Senior Center Rental per Hour</b>							
- Resident	\$	55.00	\$	405.00	\$	405.00	first 4 hours
- Non-Resident	\$	90.00	\$	405.00	\$	405.00	first 4 hours





Service / Application	Fee	Notes
Park Usage - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	\$504.00	per day / \$31.50 per hour / \$100 Deposit
- Stage Reservation	\$187.00	per day / \$100 Deposit
- Park Party/Inflatable Amenities	N/A	
Park Usage - Non-Resident / For-Profit Business / Adult Sports Leagues	\$504.00	per day / \$31.50 per hour / \$100 Deposit
- Stage Reservation	\$187.00	per day / \$100 Deposit
- Park Party/Inflatable Amenities	N/A	
Sports Field Permit - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	\$45.00	per day / \$8.00 per hr ; \$100 Deposit
- Field Lights	\$18.00	per hr; actual cost
- Diamond Preparation	\$194.00	\$194.00
Sports Field Permit - Non-Resident / For-Profit Business / Adult Sports Leagues	\$85.00	per day / \$15.00 per hr; \$100 Deposit
- Field Lights	\$18.00	per hr; actual cost
- Diamond Preparation	\$194.00	\$194.00
Snack Bar Use - Coachella Youth Sports League (per season)	\$187.00	per season; Deposit \$200.00
Snack Bar Use - Resident / Coachella 501c3 Organization/Adult Sports Leagues		only available per season by city MOU
Tennis/Basketball Courts - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	N/A	
- Lights Use		
Tennis/Basketball Courts - Non-Resident / For-Profit Business / Adult Sports Leagues (per season or hourly)	N/A	
- Lights Use		
Swimming Pool Use - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	N/A	
Swimming Pool Rental - Resident / Coachella 501c3 Organization / Coachella Youth Sports League	N/A	
Swimming Pool Use - Non-Resident / For-Profit Business / Adult Sports Leagues	N/A	
Swimming Pool Rental - Non-Resident / For-Profit Business / Adult Sports Leagues	N/A	
Community Center Rental per Hour		
- Resident / Coachella 501c3 Organization / Coachella Youth Sports League / Adult Sports League	\$354.00	first 4 hours; \$88.50 per hour
- Non-Resident / For-Profit Business	\$354.00	first 4 hours; \$88.50 per hour
Senior Center Rental per Hour <sup>1</sup>		
- Resident	\$405.00	first 4 hours; \$101.25 per hour
- Non-Resident	\$405.00	first 4 hours; \$101.25 per hour
Coachella Library Rental per Hour		
Conference Room 1	\$29.50	per hour;
Conference Room 2	\$29.50	per hour;
Conference Room 3	\$29.50	per hour;



**ITEM 13.b.**





## STAFF REPORT 1/23/2019

**TO:** Honorable Mayor and City Council Members  
**FROM:** Jonathan Hoy P.E., Assistant City Manager/City Engineer  
**SUBJECT:** Traffic Signal Installation, Project No. ST-106

- 1) Authorize the City Manager to Execute a Contract with DBX Inc. in an amount of \$255,363.00 for a New Traffic Signal at Van Buren and Coral Mountain School, and authorize an additional 10% Construction Contingency for the Project; and
- 2) Authorize an additional budget of \$106,000 to fund the Traffic Signal Installation. Project No. ST-106

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### **STAFF RECOMMENDATION:**

- 1) Authorize the City Manager to Execute a Contract with DBX Inc. in an amount of \$255,363.00 for a New Traffic Signal at Van Buren and Coral Mountain School, Project No. ST-106, and authorize an additional 10% construction contingency for the project.
- 2) Authorize an additional budget of \$106,000.00 to fund the Traffic Signal Installation

### **DISCUSSION/ANALYSIS:**

Coral Mountain Academy School is located on Van Buren Street, between Avenue 51 and Avenue 52. With the exception of the school and Aventine homes frontage, this segment of Van Buren Street is a rural road with one lane in each direction and no bicycle or pedestrian facilities. When the School was constructed there were no traffic control devices installed at the school's entrance.

In 2012 the City used a Safe Routes to School Federal Grant to improve the school entrance and installed a new school crossing which included flashing beacons, crosswalk with refuge island, and new signing and striping. Presently, the T-intersection is controlled by a one-way stop control on the driveway. Traffic egressing out of this driveway is restricted to right turn only. To re-enforce this right-turn traffic movement restriction, "Right Turn Only" signs were posted below the existing stop sign and also posted directly on the east side of Van Buren Street, facing driveway traffic. In addition, plastic delineators were installed on Van Buren Street across the entrance of the driveway to allow northbound traffic to turn left into the driveway only and physically block left-turn traffic movement out of the driveway.

# ITEM 13.b.

In December 2016, the City received a petition which included over 800 parent signatures requesting a traffic signal at the school entrance to Van Buren Street. The Engineering Department sent the petition to the City's traffic engineer and requested that a traffic analysis be completed to determine whether traffic signal warrants were met.

In February 2017, Traffic Safety Engineers completed their analysis and determined that the City may consider the installation of a traffic signal at this driveway intersection to mitigate this undesired traffic circulation dilemma. This option is permitted by Section 4c.01 on page 829 of the MUTCD, California Supplement.

On March 3, 2017 the City Council approved staff recommendation to split the estimated \$200,000.00 installation cost with the Coachella Valley Unified School District, authorizing \$100,000.00 toward the project. Staff proceeded to prepare the construction documents and published a bid advertisement for the project.

On April 2, 2018 three bids were received and the lowest responsive responsible bidder was identified as DBX, Inc.

DBX, Inc.	\$255,363.00
PTM General Engineering Services Inc.	\$283,383.00
Belco Elecnor Group	\$285,655.00

At this point in the process the project was put on hold because the Coachella Valley Unified School District did not have the funding available to contribute to the Project.

On December 20, 2018 the Coachella Valley Unified School District approved funding for the project in an amount not to exceed \$75,000.00.

Staff has contacted DBX, Inc. and they have agreed to honor their bid from April 2018.

## **FISCAL IMPACT:**

The estimated cost of the project, with contingency, is approximately \$281,000.00. The City Council has previously appropriated \$100,000.00 from Street DIF and the Coachella Valley Unified School District has authorized \$75,000.00 for the project. Staff recommends an additional appropriation of \$106,000.00 from Street DIF to fund the remaining balance of the project.

CITY OF COACHELLA  
 BID REGISTER

NAME OF PROJECT: NEW TRAFFIC SIGNAL PROJECT AT VAN BUREN ST. & CORAL MOUNTAIN ACADEMY, CITY PROJECT ST-106

BID OPENING DATE: 04/02/2018

TIME: 3:00 P.M.

04-02-18P03:01 RCVD

BID NO.	COMPANY NAME	RECEIVED TIME	RECEIVED BY	COMMENTS	AMOUNT
1	DBX, Inc.	11:51 AM	George Iniguez		\$ 255,363. <sup>00</sup>
2	belco elecnor group	02:43 PM	Clay James		\$ 285,655. <sup>00</sup>
3	PTM General Engineering Services, Inc.	02:55 PM	Clay James		\$ 283,383. <sup>00</sup>
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

NUMBER OF BIDS FILED BY OPENING TIME: 3 BIDS OPENED BY: CLAY JAMES TITLE: DEPARTMENT ASSISTANT





**CONTRACT**

THIS CONTRACT is made this 23rd day of January, 2019, in the County of Riverside, State of California, by and between the CITY OF COACHELLA, hereinafter called City, and DBX Inc., hereinafter called the Contractor. The City and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

**New Traffic Signal Project Number ST-106**

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation, and the Contractor shall not be excused with respect to any failure to so comply by act or omission of the Construction Manager, Architect, Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the City within five (5) days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2. TIME FOR COMPLETION.** The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within (120) One Hundred and Twenty Calendar Days from the commencement date stated in the Notice to Proceed. By its signature hereunder, the Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 3. CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the Sum of One Million, Six Hundred, Third Seven Thousand, Eight Hundred, Twenty Dollars and Ninety-Cents. (\$ 1,637,820.90). Payment shall be made as set forth in the General Conditions.

**ARTICLE 4. LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of **\$1,500.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**CONTRACT**

# ITEM 13.b.

**ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.** The “Contract Documents” include the following, all of which are component parts of this Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Information For Bidders
- Bid Form
- Contractor’s Certificate Regarding Workers’ Compensation
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Asbestos-Free Material Certification
- Drug-Free Workplace Certification
- Recycled Content Certification
- Public Works Contractor Registration Certification
- Non-Collusion Declaration
- Iran Contracting Act Certification
- Contract
- Performance Bond
- Payment Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Greenbook Standard Specifications (Sections 1-9 Excluded)
- Addenda
- Plans and Contract Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

**ARTICLE 6. PROVISIONS REQUIRED BY LAW.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents, which shall be read and enforced as though it were included herein. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

**ARTICLE 7. SUBSTITUTION OF SECURITIES.** At the request and expense of the successful bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

**ARTICLE 8. INDEMNIFICATION.** The Contractor shall provide indemnification as set

**CONTRACT**

ITEM 13.b.

forth in the General Conditions.

**ARTICLE 9. PREVAILING WAGES.** The Contractor shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the City offices or may be obtained online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted at the job Site by the Contractor.

**ARTICLE 10. RECORD AUDIT.** In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<b>CITY OF COACHELLA</b>	<b><u>DBX, INC.</u></b>
<b>By:</b>	<b>By:</b>
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
<b>Attest:</b>	_____ License Number
_____ City Clerk	
<b>Recommended By:</b>	
_____ Signature	
_____ Name	
_____ Title	



**ITEM 13.c.**





**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Hoy P.E., Assistant City Manager/City Engineer

**SUBJECT:** Authorize the City Manager to Execute a Professional Service Agreement with Northwest Hydraulic Consultants to prepare the Existing Condition Assessment for the City of Coachella Stormwater Master Plan, City Project No. SD-03, in an amount not to exceed \$150,975.00

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**STAFF RECOMMENDATION:**

Authorize the City Manager to Execute a Professional Service Agreement with Northwest Hydraulic Consultants to prepare the Existing Condition Assessment for the City of Coachella Stormwater Master Plan, City Project No. SD-03, in an amount not to exceed \$150,975.00

**DISCUSSION/ANALYSIS:**

The City of Coachella applied and received a Coachella Valley Mountain Conservancy Grant in the amount of \$225,000 under Proposition 1 with the State of California for development of a Stormwater Master Plan (SMP). The Coachella Valley Water District (CVWD), the regional flood authority, is working with the City of Coachella providing additional funding in an amount not to exceed \$250,000 to fund the existing conditions assessment by Northwest Hydraulic Consultants (NHC), their on-call stormwater hydrology and hydraulic consultants.

The SMP, which encompasses the city limits of Coachella, will provide a framework for addressing stormwater flooding issues. The SMP will include the following items:

- 1.1 summarize the existing storm water management system;
- 1.2 complete storm water runoff and flood routing hydraulic analysis to identify existing system deficiencies;
- 1.3 develop storm water conveyance, pumping, detention alternatives and recharge opportunities to correct system deficiencies, and utilizes best management practices;
- 1.4 identify preferred alternatives based on cost and non-economic factors;
- 1.5 prepare capital and life cycle cost estimates for the preferred alternative;
- 1.6 prepare a schedule for the various implementation phases of the preferred alternative; and
- 1.7 Summarize potential funding sources (collectively, the "Project").
- 1.8 Prepare Stormwater Master Plan Report

Northwest Hydraulic Consultants (NHC) has been tasked with the assessment of the existing system and quantification of flood hazards, items 1 and 2 for the SMP (given above). The City of Coachella has selected Q3 Consultants to perform the remaining items (3 through 7) in a

# ITEM 13.c.

separate scope of work.

NHC has worked extensively with CVWD as their on-call stormwater hydrology and hydraulic consultants and has completed or reviewed recent regional projects for the study area. NHC will incorporate the results of current and past projects wherever feasible. NHC's analysis will provide a clear inventory of the existing stormwater system and will establish the existing flood hazards, including identification of deficient areas. At the end of the scope of work NHC will provide a set of hydrologic and hydraulic models that can be used to develop

## **FISCAL IMPACT:**

The Project will be funded by the Coachella Valley Water District in accordance with the Memorandum of Understanding dated January 23, 2019.



**CITY OF COACHELLA  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 23<sup>rd</sup> day of January 2019 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 1515 Sixth Street, Coachella, California 92236 (“City”) and Northwest Hydraulic Consultants, Inc. with its principal place of business at, 2600 Capitol Ave, Ste 140, Sacramento, CA 95816 (“Consultant”). 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 Stormwater Master planning Services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the Stormwater Master Plan (“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 surveying 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 December 12, 2018 to December 12, 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.

# ITEM 13.c.

## 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. 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 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, City shall respond to Consultant's submittals in a timely manner. Upon request of 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 City.

3.2.4 Substitution of Key Personnel. Consultant has represented to 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 City. In the event that City and Consultant cannot agree as to the substitution of key personnel, 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:

Brady McDaniel PE | Principal

3.2.5 City's Representative. The City hereby designates Jonathan D. Hoy, P.E. -City Engineer, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). 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 Brady McDaniel PE | Principal, or his 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 City staff in the performance of Services and shall be available to 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.

3.2.9 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 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

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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*: **\$1,000,000**; 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*: **\$1,000,000** 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 **\$1,000,000** 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

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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 **One Hundred Fifty Thousand Nine Hundred Seventy-Five Dollars (\$150,975.00)** without written approval of City Manager. 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 City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of 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. 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 City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by 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 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. 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.

### **3.4 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 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. 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 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, 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 Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, 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:**

Northwest Hydraulic Consultants  
2600 Capitol Ave, Ste 140,  
Sacramento, CA 95816  
Attn: Brady McDaniel PE | Principal

**City:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Attn: Jonathan D. Hoy, P.E. – Engineering Department

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 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. 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 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 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 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 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 Attorney's 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 attorney's 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 relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, 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 City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse 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 not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

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.

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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.

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## CITY OF COACHELLA

## NORTHWEST HYDRAULIC CONSULTANTS

By: \_\_\_\_\_  
Bill Pattison  
City Manager

By: \_\_\_\_\_  
Brady McDaniel PE  
Principal

## APPROVED AS TO FORM:

By: \_\_\_\_\_      \_\_\_\_\_  
Carlos Campos, City Attorney      Date

## ATTEST:

By: \_\_\_\_\_      \_\_\_\_\_  
City Clerk      Date

**EXHIBIT "A"**

**Draft Scope of Work  
City of Coachella Stormwater Master Plan  
Existing Condition Assessment**

**Northwest Hydraulic Consultants**

**December 30, 2018**

**Background and Objective**

The City of Coachella (Coachella) applied and received a Local Assistance Grant under Proposition 1 with the State of California for development of a Stormwater Master Plan (SMP). The Coachella Valley Water District (CVWD), the regional flood authority, is working with Coachella as a local sponsor on this project. The SMP, which encompasses the city limits of Coachella, will provide a framework for addressing stormwater flooding issues. The SMP will include the following items:

- 1) summarize the existing storm water management system;
- 2) complete storm water runoff and flood routing hydraulic analysis to identify existing system deficiencies;
- 3) develop storm water conveyance, pumping, detention alternatives and recharge opportunities to correct system deficiencies, and utilizes best management practices;
- 4) identify preferred alternatives based on cost and non-economic factors;
- 5) prepare capital and life cycle cost estimates for the preferred alternative;
- 6) prepare a schedule for the various implementation phases of the preferred alternative;  
and
- 7) summarize potential funding sources (collectively, the "Project").

Northwest Hydraulic Consultants (NHC) has been tasked with the assessment of the existing system and quantification of flood hazards, items 1 and 2 for the SMP (given above). The City of Coachella has selected Q3 Consultants to perform the remaining items (3 through 7) in a separate scope of work.

The city is susceptible to regional and local flooding. Local flooding sources include overland flows from adjacent areas and rainfall within the city limits. Potential regional flooding sources include the Oasis Valley Floor (WEBB 2015), the Coachella Valley Stormwater Channel (NHC 2013), Wasteway #2, and the Mecca Hills/Little San Bernadino Mountains (NHC 2017).

NHC has worked extensively with CVWD as their on-call stormwater hydrology and hydraulic consultants and has completed or reviewed recent regional projects for the study area. NHC will incorporate the results of current and past projects wherever feasible.

NHC's analysis will provide a clear inventory of the existing stormwater system and will establish the existing flood hazards, including identification of deficient areas. At the end of the scope of work NHC will provide a set of hydrologic and hydraulic models that can be used to develop and test alternatives for future capital improvement projects that would mitigate flood risks.

## **Description of Work and Services**

The provided tasks and costs below are associated with the work required to complete items 1 and 2 of the Coachella's SMP project description (given previous page).

### **Task 1: Project Management and Coordination**

This task includes communications with Coachella, CVWD and Q3 via e-mails, conference calls and day-to-day project management and coordination.

NHC will attend a kickoff meeting with Coachella, Q3 and CVWD. The objective of the meeting will be to gather available data for the system and to confirm our proposed approach and schedule with the group. NHC has budgeted for two additional progress meetings (teleconference) to coincide with the draft model results and the submission of the draft reporting.

#### **Assumptions**

- A kickoff meeting to be held in Coachella or at CVWD, two additional progress teleconferences

#### **Deliverables**

- Notes for each meeting

### **Task 2: System Drainage Inventory and Data Review**

NHC will review existing studies and plans related to the flooding and drainage for the City of Coachella. NHC will obtain and review available hydrometric data (rain gauges, flow or water level data), flooding records as well as anecdotal flood documentation and observations. It is anticipated that Coachella/CVWD will provide data directly, or access to known sources.

NHC will obtain available GIS topography from Coachella/CVWD or other public data sources to develop base mapping for the system. This will include LiDAR/surface topography, soils mapping, drainage system alignment and attributes, drainage areas, parcel boundaries, and structure outlines. Plans for Storm Drains, Bridges or other infrastructure will be provided by

# ITEM 13.c.

Coachella/CVWD. Information on ROW, Utilities and Easements will be collected and presented in the Q3 Study. This information will be included in the Stormwater System Map for this study if available.

It is assumed that the FEMA LIDAR (Digital Mapping 2011) for the basin will be the primary topographic source and that its resolution will be suitable for the hydraulic modeling efforts. Based on the available data and needs for hydraulic model development (Task 4), NHC will identify if additional survey is required (extents and data types). It is anticipated that potential survey needs may include ditch profile and cross sections; culvert and pipe inverts, sizes, materials, and overtopping elevations; and measure-downs from surface to pipe invert at accessible manholes.

## **Assumptions:**

- The City of Coachella will provide existing studies and plans for stormwater infrastructure
- FEMA LiDAR (Digital Mapping 2011) will be the primary topographic data source
- NHC will request any additional survey (if needed) which will be completed by the Coachella/CVWD or through an additional scope item to be budgeted and requested at that time

## **Deliverables:**

- GIS Shapefiles of all available data to Coachella and Q3
- Draft Map of the Stormwater System Based on Available Data for Review by the City of Coachella.

## **Task 3: Field Inspections**

NHC anticipates two field visits will be required for the project. The initial field visit will coincide with the project kickoff and will be used to gather information on the existing drainage system and to visit any structures or points of interest from historical flooding. This will include Avenue 48 overflow, which is a historic flooding issue, along with any other areas identified by Coachella/CVWD. The second field visit will take place after the initial modeling has been completed and potential deficient areas or constrictions have been identified that require field verification. It is anticipated that the first field visit will be completed in one day and the second visit will take two days.

## **Assumptions:**

- Coachella/CVWD will obtain access permissions for field verification as needed
- Inaccessible areas will be approximated in the model to the extent possible based on available data
- Two field visits

## **Deliverables:**

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- A field report, summarizing pertinent information will be provided upon completion of the second field visit

#### **Task 4: Hydrologic and Hydraulic Modeling**

NHC will develop hydraulic models to assess the regional and local flooding conditions within the city of Coachella. The extents of the modeling will depend on watershed delineations and available information for adjacent areas. The surrounding urban areas (the City of Indio, Unincorporated Riverside County, La Quinta) may need to be included directly in the hydraulic model to quantify the overland flooding component at the city boundaries. SWMM hydrology will be used to develop flow boundary condition hydrographs as needed. The overland flow will be simulated to the city boundaries, any detailed routing outside of the city extents (i.e. storm drains or pipes) would not be part of this scope.

Recently completed regional studies for the East Side Dike and Valley Floor Drainage will be utilized for this study. The Oasis Valley Floor SMP (WEBB 2015) estimated peak flows near the Southern Boundary of the City, which can be used for inflow hydrographs to the hydraulic model. The East Side Dike project included detailed HEC-HMS and MIKE 2D Hydraulic Model simulations. It is assumed that the information from the East Side Dike study (NHC 2017) will be summarized in this study and that no additional modeling will be necessary. Wasteway #2 is a regional facility that drains water behind the East Side Dike and acts as the southeastern border to the City of Coachella. This channel will be analyzed to confirm there is no risk of overflow flooding into the City when run at the design discharge.

The hydraulic models are expected to be built on the PCSWMM platform for its pipe flow and overland flow (2D) routing capabilities. It is assumed that pipe flow capabilities will be necessary for model alternative development in all areas including those without existing stormwater infrastructure. The final model selection would be done in coordination with CVWD, Coachella and Q3

The models will be developed from best available data, including survey and LiDAR surface topography. Existing hydraulic structures and stormwater infrastructure will be included in the model. The models will be split based on topography where available to reduce individual run times. It is expected that the models at a minimum will be split to domains East and West of the CVSC.

SWMM Hydrology will be used to simulate runoff from local precipitation within the study area. HEC-HMS models may be used to estimate inflow boundary conditions for the SWMM models.

NHC will follow CVWD standard procedures as outlined in the Development Design Manual Guideline K-6 for estimating hydrologic inputs unless otherwise instructed by the City of Coachella. Where existing recent CVWD studies are available the published 100-year hydrology

# ITEM 13.c.

will be used, and the existing models will be modified using NOAA Atlas 14 for precipitation depths to develop hydrographs for the remaining recurrence interval events as needed.

The models will be used to simulate up to four frequency storm events (e.g. 2-yr, 10-yr, 25-yr 100-year) to be defined in conjunction with Coachella/CVWD staff. The models will be verified against known water levels if available. For each recurrence interval flood event, NHC will identify flooding/overflow locations and system limitations contributing to the simulated flooding. NHC will provide the final PCSWMM models to Coachella and Q3 for use in the next phase of the Stormwater Master Plan.

## **Assumptions:**

- Four Flood Events will be simulated to quantify the flooding conditions for a range of recurrence intervals, it is anticipated that these events will be the 2-yr, 10-yr, 25-yr and 100-yr Events
- The project will not analyze water quality.,
- Detailed routing outside of the city extents (i.e. storm drains or pipes) is not part of this scope
- NHC has budgeted one day of time to support any questions on the PCSWMM model made by Q3 during the transition between phases of the Stormwater Master Plan.
- No additional modeling will be necessary for the East Side Dike (NHC 2017) Project Area

## **Deliverables:**

- Digital files for all hydrologic and hydraulic models

## **Task 5: Reporting**

NHC will prepare a technical memo documenting the existing flood control system, model development existing conditions simulation results and system limitations. This reporting will include standalone maps representing the stormwater system and the system constraints and limitations. This report will be developed as an independent document that can be incorporated into a larger SMP as needed.

## **Deliverables:**

- Modeling memorandum (Draft and Final)
- Final Map of the Existing Stormwater System Based on Available Data for Review by Coachella/CVWD

## **Schedule**

NHC estimates that the kickoff meeting will take place within 3 weeks of notice to proceed. The draft model results will be provided within 3 months of the kickoff meeting. This schedule

assumes no undue delays for additional survey and that the necessary baseline study information will be provided by Coachella/CVWD at or before the kickoff meeting. NHC will provide a final report within three weeks of receipt of review comments on the Draft Report.

## **Estimated Costs**

Table 1 (attached) provides a cost estimate for this work, including a breakdown of cost by task. The estimates are based on the hourly rates in the current Tri-Annual Stormwater Hydrology and Hydraulics Review Contract between CVWD and NHC. Costs for travel, accommodation, meals, copying and other reimbursables have been added as appropriate.

## **Key Staff**

Brady McDaniel will be the principal-in-charge for this study; Brian Walker will be the project manager and lead hydrologic modeler; Andrey Shvidchenko will be the lead hydraulic modeler; Patty Dillon will provide QA/QC. Other engineers and technicians will work on the project as required.

## **References**

Albert A. Webb and Associates (WEBB), 2015. Oasis/Valley Floor Area Stormwater Master Plan. Prepared for Coachella Valley Water District. April 2015.

Digital Mapping Inc, 2011. LIDAR Dataset for Riverside County, California. Acquired for FEMA Region 9.

Northwest Hydraulic Consultants (NHC), 2013. Coachella Valley Stormwater Channel 100-year Levee Analysis and Mapping. Prepared for Coachella Valley Water District for Submittal to FEMA. December 16, 2013.

Northwest Hydraulic Consultants (NHC), 2017. (Draft) US Bureau of Reclamation Southern East Side Dike and North Shore Hydrologic and Hydraulic Studies. Prepared for Coachella Valley Water District. December 2017.

**Table 1. NHC COST PROPOSAL**

PROJECT: Draft City of Coachella SMP Existing Conditions Assessment  
 DATE: 30-Dec-18  
 BY: BJM, PHD

Task No	Task Description	NHC Hours by Classification									Labor Cost	Direct Cost by Task <sup>1</sup>	Task Cost
		pe	se1	se2	e1	e2	je	set	gis	wp			
1	Project Management and Coordination	40			50		16				\$18,094	\$800	\$18,894
2	System Drainage Inventory and Data Review	12			36		24		24		\$13,518	\$0	\$13,518
3	Field Inspections	24			32		32		12		\$15,091	\$2,200	\$17,291
4	Hydrologic and Hydraulic Modeling	52	46	0	128	0	220	0	100	0	\$74,813	\$500	\$75,313
subtask	Hydrology	20			40		60		40		\$21,913	\$0	\$21,913
subtask	Model Development	16	30		48		120		60		\$36,496	\$500	\$36,996
subtask	Model Simulations and Support	16	16		40		40				\$16,403	\$0	\$16,403
5	Reporting	32			64		40		40		\$25,959	\$0	\$25,959
<b>Totals</b>		<b>160</b>	<b>46</b>	<b>0</b>	<b>310</b>	<b>0</b>	<b>332</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>\$147,475</b>	<b>\$3,500</b>	<b>\$150,975</b>

1. Direct costs include travel and accommodation, mileage charges, printing, miscellaneous and other charges

**Legend: nhc**

pe - principal engineer or geomorphologist  
 se1 - senior engineer 1  
 se2 - senior engineer 2  
 e1 - engineer 1  
 e2 - engineer 2

je - junior engineer  
 set - senior engineering technician  
 gis - GIS Specialist  
 wp - word processor

**2019 CVWD Tri-Annual Rates**

Northwest Hydraulic Consultants	Hourly Rate
pe - Brady McDaniel, Derek Stuart, Patty Dillon	\$240.51
se1 - Andrey Shvidchenko	\$182.39
se2 -	\$157.65
e1 - Dan Haight, Brian Walker	\$135.86
e2 - Mikaela Lewis	\$115.22
je - Seongjun Kim, Carolyn Gombert	\$105.06
set - Travis Shinkle	\$134.53
gis - Dawn Lasprugato	\$134.13
wp -	\$99.91

**ITEM 14.a.**





**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Mayor and City Council Members

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Resolution No. 2019-05, denying the appeal of Planning Commission's decision regarding Architectural Review No. 18-06 ("Prado by D. R. Horton") to allow construction of 61 new single-family homes on existing vacant lots inside the Prado Gated Community (Lots 47 - 50, 60 - 85 and 88 - 118 of Tract 32075-1) located on the south side of Avenue 50 between Van Buren Street and Via Prado. Better Neighborhoods, Inc., Appellant.

**STAFF RECOMMENDATION:**

Staff recommends that the City Council Deny the Appeal Request and Uphold the Planning Commission's decision to approve Architectural Review No. 18-06 with the findings and conditions in the attached resolution.

**EXECUTIVE SUMMARY:**

On December 12, 2018, an appeal application was filed by Better Neighborhoods, Inc. (a company based in Irvine, California) regarding the Coachella Planning Commission's final approval action of this project, which took place on November 28, 2018. The appellant company's corporate officer, Mr. J. Michael Goolsby, informed staff in a phone message that he was not representing any residents from the Prado Community. The appeal challenges the Commission's approval based on environmental review procedures pursuant to the California Environmental Quality Act (CEQA). Staff has consulted with the City Attorney on this matter, and it is staff's position that this project does not warrant additional environmental review. Therefore, staff recommends that the City Council uphold the Commission's decision and approve Architectural Review No. 18-06.

**BACKGROUND:**

Architectural Review No. 18-06 was first scheduled for a public hearing on September 9, 2018 after the applicant showed staff a letter of approval for the project from the Prado Homeowners Association. The staff recommendations were for approval but with numerous conditions of approval requiring changes to architectural treatments of the proposed new homes and requiring certain capital improvements inside the gated community.

At the September 9, 2018 meeting, the Prado HOA Board president testified in favor of the project at that meeting. One resident went on record as reserving his comments for the

# ITEM 14.a.

subsequent hearing. The applicant requested a continuance of the hearing to the October 17, 2018 meeting at which time there was public testimony from several Prado residents expressing concern for the architectural treatments and compatibility of the new homes with existing homes, and the residents' lack of involvement with the HOA reviews of the project. Subsequently, the applicant explained that they had previously negotiated certain capital improvements (i.e., addition of pedestrian lights, financial contribution and deletion of prior plans to add a "pocket park", enhancements to front entry gate, etc.) with the Homeowners Association that were intended to provide positive fiscal impacts to the residents.

The project was continued a second time to November 7, 2018 and D.R. Horton organized a community meeting that included the project architect and color consultant, which took place on October 30, 2018 at the new City Library. Prior to the November 7, 2018 Commission meeting it was stated by the applicant that additional time was needed to revise architectural drawings, based on feedback received from Prado residents at the October 30, 2018 community meeting. Finally, on November 28, 2018 the Planning Commission heard public testimony from several residents, mostly in favor and some expressing concern for the project. There were three correspondence documents (attached to this report) were received prior to the meeting as follows:

- 1) Letter dated 11-26-18 from Better Neighborhoods, Inc.
- 2) Email dated 11-26-18 from Prado resident, Steve Brown
- 3) Letter dated 11-28-18 from "Prado property owners"

The applicant sent a letter to the residents of Prado summarizing the prior discussions and asking for their support at the November 28, 2018 meeting (see attachments).

## DISCUSSION/ANALYSIS:

The applicant, D.R. Horton, applied for Architectural Review in order to construct 61 new homes on existing vacant lots inside the Prado Gated Community. An overall plotting plan for the new homes is shown on the exhibit below.





The City's procedures require both site plan approval, and approval of architectural elevations, conceptual front yard landscaping and fencing, and a showing of compliance with minimum zoning development standards (i.e., unit size, setbacks, covered parking, etc.).

The applicant received final approval by the Planning Commission after making substantial revisions to the architectural plans for the project as explained below.

1) Plan 1 – Single Story 1,898 square foot model.

a) *Santa Barbara Elevation:*

- i) New front entry design with smaller gable end to create a more focused entry.
- ii) Added lower trim banding.

b) *Tuscan Elevation:*

- i) New protruding tower element to create a more focused entry.

c) *Italianate Elevation:*

- i) Enlarged trim moldings on all windows and garage door.

2) Plan 2 – Two Story 2,269 square foot model.

a) *Santa Barbara Elevation:*

- i) New lower trim banding.
- ii) Enhanced arch trim at covered entry.

b) *Tuscan Elevation:*

- i) Raised tower element at front entry.
- ii) Enhanced arch trim at covered entry.

c) *Italianate Elevation:*

- i) Enlarged trim moldings on all windows and garage door.

3) Plan 3 – Two Story 2,277 square foot model.

a) *Santa Barbara Elevation:*

- i) Enhanced arch trim at covered entry.
- ii) New lower trim banding.

b) *Tuscan Elevation:*

- i) New protruding element to create a more focused entry.
- ii) Enhanced arch trim.
- iii) Enhanced front window base trim.

c) *Italianate Elevation:*

- i) Enlarged trim moldings on all windows and garage door.
- ii) Removal of base trim banding.
- iii) Enhanced fascia trim molding.

The images below depict the three “approved” three architectural elevations for each of the three model types (total of nine architectural elevations types) consisting of one single-story model, and two two-story models). The exhibits below have “call outs” of the final changes to the front elevations that were negotiated with the residents of the Prado community.

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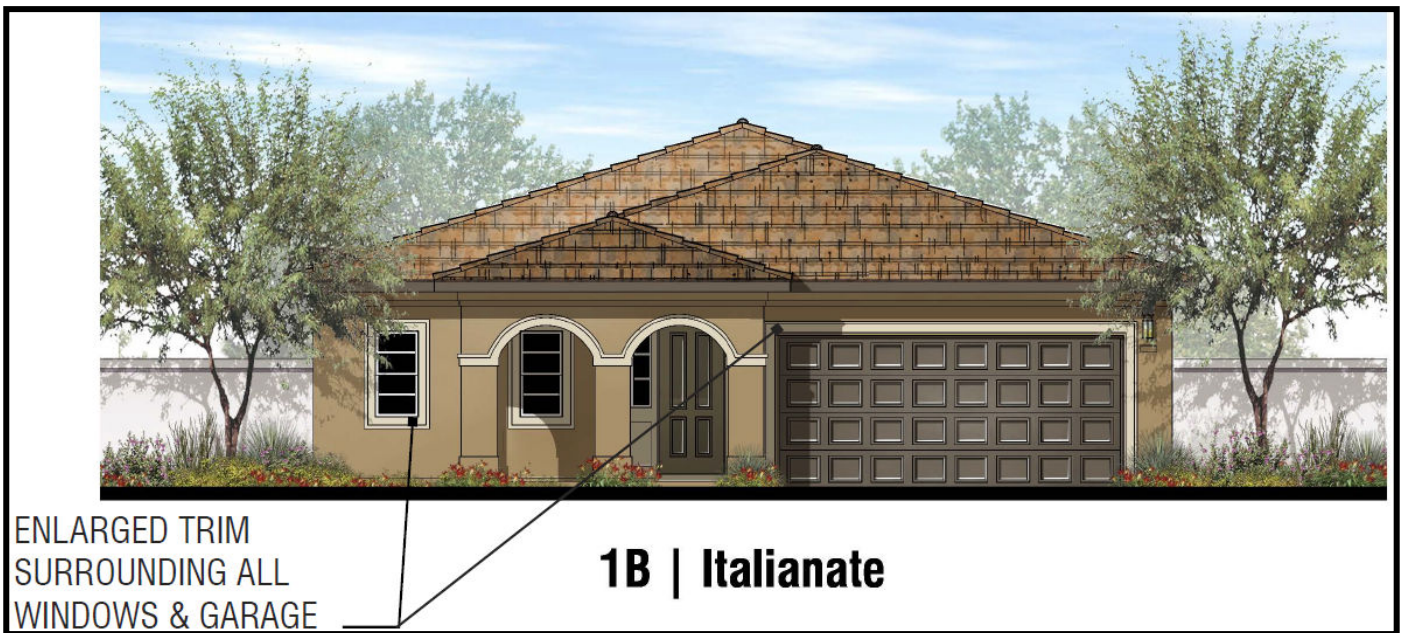
Note: Artist's Conception; Colors, Materials  
And Application May Vary.

## PLAN 1.1898 Santa Barbara



REDESIGNED FRONT ELEVATION TO  
CREATE A MORE FOCUSED ENTRY &  
ADDED LOWER TRIM BANDING

## 1A | Santa Barbara



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REDESIGNED TO CREATE  
A MORE FOCUSED ENTRY

**1D | Tuscan**



REVISED LOWER BANDING TRIM &  
ENHANCED ARCH TRIM

**2A | Santa Barbara**



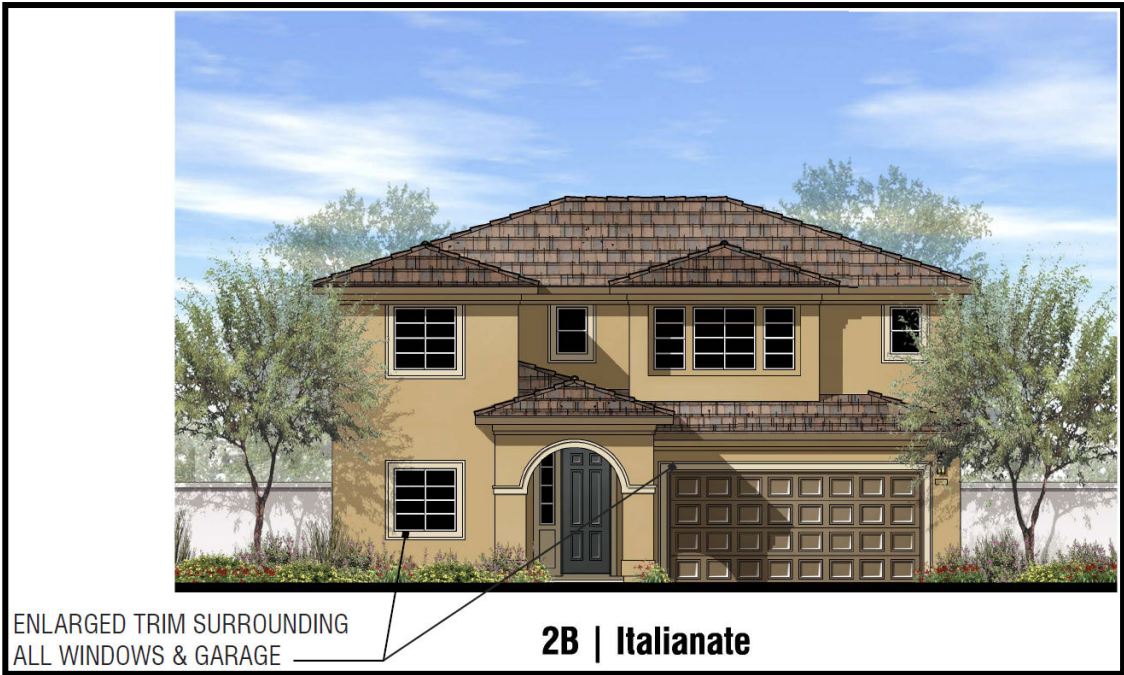
**2D | Tuscan**

RAISED TOWER &  
ENHANCED ARCH TRIM



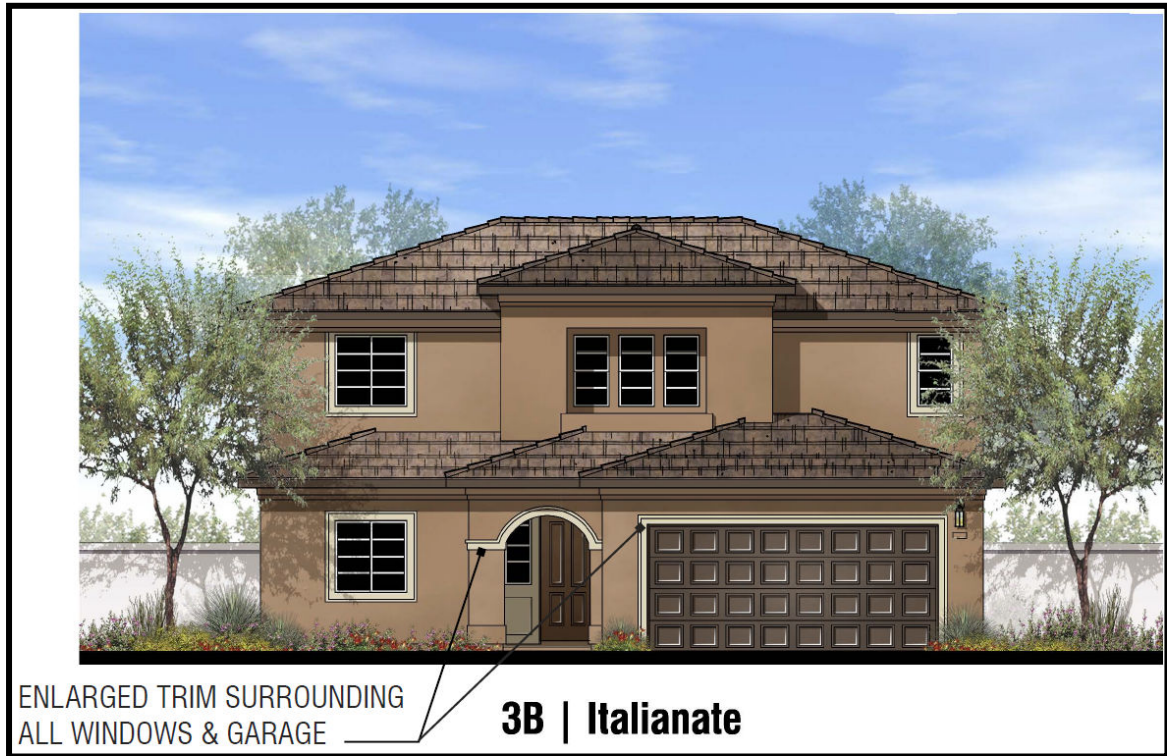
**PLAN 2.2239**  
-367-  
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# ITEM 14.a.



Staff recommended approval of the final architectural exhibits for the new homes. Additionally, staff retained the previously-recommended conditions of approval requiring the faux chimneys and enhanced architectural features (i.e., window treatments on all sides) on those home sites where the new homes will have side that are visible to the street (i.e., corner lots, etc.).

## ENVIRONMENTAL REVIEW:

On June 9, 2004 the City Council adopted a Mitigated Negative Declaration pursuant to the guidelines of the California Environmental Quality Act (CEQA) for the Prado gated community project, as part of Tentative Tract Map 32075 and Environmental Assessment (EIS 04-05, attached herein). The proposed project is a continuation of the homes previously anticipated under Tentative Tract Map No. 32075. All prior mitigation measures for EIS 04-05 remain in full force and effect for the overall project and have been incorporated into the conditions of approval. When a CEQA review has already been done for a project and the project has been approved, a supplemental or subsequent EIR (i.e., additional CEQA review) is required only if a further discretionary approval is required and (a) there are substantive changes to the project that result in new or more severe environmental impacts, (b) there are substantial changes in the circumstances surrounding the project that result in new or more severe environmental impacts, or (c) new information that was not known and could not have been known at the time the original CEQA document was prepared becomes available and such changes or new information



require major revisions to the previous EIR or negative declaration due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. (See Cal. Public Resources Code Section 21166; see also State CEQA Guidelines section 15162).

Architectural Review by the Planning Commission involves a discretionary action, and the 61 homes were previously approved in their current location and general street and lot configuration. The homes are similar in size, massing, and height to the previously-approved project. The proposed project involves minor “architectural revisions” to the previously approved 61 homes by introducing homes with design elements that are compatible with the original character and aesthetic appeal of the existing homes inside the Prado community. All the remainder lots within Tract 32075-1 are already built out and the project will complete the community by building new homes on the existing vacant lots. Therefore, no additional environmental effects are anticipated that were not already previously analyzed. As such, staff and the Planning Commission concluded that no new environmental review is required.

Further, even if the Architectural Review were not covered by the prior MND, this action would be exempt from CEQA review under State CEQA Guidelines, section 15601(b)(3), which exempts activities for which it can be seen with certainty that there is no possibility that the activity may result in a significant effect on the environment. Here, the only discretionary approval before the City is a determination regarding architectural styles of three home model types. The homes themselves are already entitled and approved. The approval of these three architectural types and design elements alone cannot result in significant adverse effects on the environment, as they are compatible with surrounding architectural styles.

### **APPEAL OF CITY’S ENVIRONMENTAL REVIEW FOR ARCHITECTURAL REVIEW NO. 18-06:**

The appeal request takes issue with the City’s reliance on the environmental assessment / Mitigated Negative Declaration (“MND”) prepared for Tentative Tract Map No. 32075 (EIS 04-05) for this project, pursuant to the California Environmental Quality Act (“CEQA”) because the environmental assessment is “outdated”. The appellant states that they have not had a chance to review in detail the prior MND, concluding that additional mitigation measures previously found infeasible are now feasible. Additionally, the appeal claims that it is possible that mitigation measures today are very different from those adopted as part of the Tentative Map to reduce one or more significant effects of the project.

The appellant claims that there have been substantial changes in traffic patterns, noise impacts, and cumulative impacts of other projects since the original project was entitled. They make reference to the Coachella Music Festival as being one major traffic impact generator that is different today than in 2004 when the Tentative Map was approved. From these statements the appellant concludes that new information can require a new CEQA document if it raises questions about the primary assumptions or baseline information used in the Tentative Map MND.

As stated in the prior section, the City relied on the prior MND for this project because the proposed project involves minor “architectural revisions” to the previously approved 61 homes

# ITEM 14.a.

by introducing homes with design elements that are compatible with the original character and aesthetic appeal of the homes inside the Prado community. Accordingly, staff and the Commission concluded that there are no substantive changes to the project as previously approved.

In response to the appellant's arguments, staff found there are no substantial changes in the project's circumstances because traffic patterns have not changed significantly due to the great recession that resulted in no new residential development projects in the City of Coachella over the past 10 years (with the exception of one multifamily residential project built near Bagdouma Park – Cesar Chavez Villas), and no new information that was not known and could not have been known at the time the original CEQA document was prepared is being brought to light which would otherwise require major revisions to the previous MND due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

In response to concerns regarding the GoldenVoice Music Festivals having changed traffic impacts, these festivals have been occurring on an annual basis since 1999 and the traffic patterns only increased slightly in 2016 when the City of Indio increased the attendance capacity by approximately 20 percent. Therefore, these traffic patterns were already considered. Additionally, the music festival impacts are based on a non-recurring activity that occurs only during the month of April. And, the City of Indio conducted a full Environmental Impact Report (EIR) for the music festivals, and an Addendum to the EIR for these expansion of the music festivals attendance in 2015. Based on the totality of the information presented, staff is not convinced that a new environmental assessment is warranted for the Project. Accordingly, staff recommends that the City Council uphold the decision of the Planning Commission and approve the project.

## **ALTERNATIVES:**

- 1) Deny the Appeal request and Uphold the Planning Commission's decision by adopting the attached Resolution No. 2019-05.
- 2) Grant the Appeal request and Overturn the Planning Commission's decision with findings.
- 3) Continue this matter and provide staff with direction.

## **FISCAL IMPACT:**

There are no fiscal impacts associated with the Project since all new single family residential development projects are required to "pay their own way" through payment of user fees and development impact fees.

## **RECOMMENDED ALTERNATIVE(S):**

Staff recommends Alternative #1 above.

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Attachments: Resolution No.2019-05  
Attachment A – Conditions of Approval  
Appeal Request  
DR Horton Letter to Homeowners 11-15-18  
Better Neighborhoods Letter 11-26-18  
Email – Steve Brown 11-26-18  
Letter from Prado Owners 11-28-18  
Architectural Exhibits (As Approved)  
Material Sample Board  
Front Yard Landscaping  
EIS 04-05 (TTM 32075)



## RESOLUTION NO. 2019-05

**A RESOLUTION OF THE CITY OF COACHELLA DENYING THE APPEAL REQUESTS AND UPHOLDING THE DECISION OF THE PLANNING COMMISSION APPROVING ARCHITECTURAL REVIEW NO. 18-06 (“PRADO BY D.R. HORTON”) FOR THE CONSTRUCTION OF 61 NEW SINGLE-FAMILY HOMES ON EXISTING VACANT LOTS INSIDE THE “PRADO” GATED COMMUNITY (LOTS 47 – 50, 60 – 85, AND 88 – 118 OF TRACT 32075-1) LOCATED ON THE SOUTH SIDE OF AVENUE 50 BETWEEN VAN BUREN STREET AND VIA PRADO, BETTER NEIGHBORHOODS, INC., APPELLANT; D.R. HORTON, APPLICANT.**

**WHEREAS**, D.R. Horton filed an application for Architectural Review No. 18-06, to allow the construction of 61 new single family residences ranging in size from 1,898 square feet to 2,277 square feet, consisting of one and two-story homes with attached two-car garages inside the Prado Gated Community located on the south side of Avenue 50, between Van Buren Street and Via Prado (Lots 47 – 50, 60 – 85, and 88 – 118 of Tract 32075-1) also known as Assessor’s Parcel No’s. 768-030-032 through -035, 768-030-049 through -059, 768-040-016 through -036, and 768-040-039 through -059 (“Project”); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on Architectural Review No. 18-06, on October 17, 2018 in the Council Chambers, 1515 Sixth Street, 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 Planning Commission continued the October 17, 2018 public hearing to November 7, 2018; and,

**WHEREAS**, the Applicant conducted a community meeting on October 30, 2018 at the Coachella Library 1500 6<sup>th</sup> Street where residents of the Prado community provided input regarding architectural treatments and amenity improvements for the project; and,

**WHEREAS**, the Applicant requested a continuation of the November 7, 2018 public hearing to November 28, 2018 to allow additional time to update exhibits based on input received on October 30, 2018; and

**WHEREAS**, the Planning Commission voted 4/0 to approve Architectural Review No. 18-06 on November 28, 2018; and,

**WHEREAS**, the City received an appeal request from Better Neighborhoods Inc. during the appeal period following the Planning Commission approval of the above referenced project; and,

# ITEM 14.a.

**WHEREAS**, the proposed uses will have no significant deleterious effect on the environment; and,

**WHEREAS**, a Mitigated Negative Declaration was prepared and considered for the proposal pursuant to the California Environmental Quality Act, as amended; and,

**WHEREAS**, a Mitigated Negative Declaration was prepared and considered for the proposal pursuant to the California Environmental Quality Act, as part of Tentative Tract Map No. 32075 and the prior mitigation measures will remain in full force and effect; and,

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby uphold the decision of the Planning Commission to approve Architectural Review 18-06 subject to the findings listed below and the attached Conditions of Approval for the Prado by D.R. Horton Project (contained in “Exhibit A” and made a part herein).

## **Findings for Architectural Review #18-06:**

1. As conditioned, the Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has a Suburban Neighborhood land use designation that allows for the proposed development. The proposed single family homes are in keeping with the policies of the General Neighborhood land use classification which seeks to allow predominantly low density residential uses. The project, as conditioned, will bring the project closer into compliance with other General Plan policies for this type of development in that the project will merely complete an unfinished subdivision and will enhance open space amenities and improve walkability in the neighborhood, as encouraged in the General Plan.

2. The proposed project is in compliance with the applicable land use regulations and development standards of the City’s Zoning Code. The plotting and unit mix plan, floor plans, architectural elevations and typical front yard landscaping plans submitted with this application show compliance with minimum development standards including minimum setbacks, required parking, unit size, lot coverage and front yard landscaping regulations.

3. As conditioned, 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 61 single family homes including one-story and two-story homes with attached two car garages. The project is in substantial compliance with the City’s Single Family Residential Design Guidelines and the proposed homes will add to the established character of the existing homes by introducing a more contemporary product designed in Santa Barbara, Tuscan and Italianate architectural themes. As such, the Project will be in keeping with the overall scale, massing, and aesthetic appeal of the existing homes. The homes will be required to observe enhanced setbacks along the west side of Greco Drive, to create interest in the streetscape, provide 8-foot front doors, incorporate hipped roofs and faux chimney structures

in order to blend the new homes into the established community.

4. On June 9, 2004 the City Council adopted a Mitigated Negative Declaration pursuant to the guidelines of the California Environmental Quality Act (CEQA) for the Prado gated community project, as part of Tentative Tract Map 32075 and Environmental Assessment (EIS 04-05). The proposed project is a continuation of the homes previously anticipated under Tentative Tract Map No. 32075. All prior mitigation measures for EIS 04-05 remain in full force and effect for the overall project and have been incorporated into the conditions of approval. When a CEQA review has already been done for a project and the project has been approved, a supplemental or subsequent EIR (i.e., additional CEQA review) is required only if a further discretionary approval is required and (a) there are substantive changes to the project, (b) there are substantial changes in the project's circumstances, or (c) new information that was not known and could not have been known at the time the original CEQA document was prepared becomes available and such changes or new information require major revisions to the previous EIR or negative declaration due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects. (See Cal. Public Resources Code Section 21166; see also State CEQA Guidelines section 15162). Architectural Review by the Planning Commission involves a discretionary action, and the 61 homes were previously approved in their current location and general street and lot configuration. The homes are similar in size, massing, and height to the previously-approved project. The proposed project involves minor "architectural revisions" to the previously approved 61 homes by introducing homes with design elements that are compatible with the original character and aesthetic appeal of the homes inside the Prado community. Therefore, no additional environmental effects are anticipated that were not already previously analyzed. Further, the City Council finds that even if the Architectural Review were not covered by the prior MND, this action would be exempt from CEQA review under State CEQA Guidelines, section 15601(b)(3), which exempts activities for which it can be seen with certainty that there is no possibility that the activity may result in a significant effect on the environment. Here, the only discretionary approval before the City is a determination regarding architectural styles of three home model types. The homes themselves are already entitled and approved. The approval of these three architectural types and design elements alone cannot result in significant adverse effects on the environment, as they are compatible with surrounding architectural styles. As such, no new environmental review is required.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January, 2019.

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Steven A. Hernandez  
Mayor

# ITEM 14.a.

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney



# ITEM 14.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-05 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk



## “EXHIBIT A”

### CONDITIONS OF APPROVAL FOR THE “PRADO BY D.R. HORTON” PROJECT CONSISTING OF ARCHITECTURAL REVIEW NO. 18-06 WITHIN TRACT 32075-1

#### General Conditions:

1. Architectural Review No. 18-06 hereby approves the development of 61 vacant lots inside the Prado Gated Community to complete the construction of new single family homes on existing vacant lots inside Tract 32075-1 (Prado Gated Community) and related improvements subject to the following requirements:
  - a) The home sites along the west side of Greco Drive shall provide a front yard setback that varies between 20 to 24 feet measured from the front property line to the closest portion of the exterior walls of the home to avoid a monotonous, linear setback along the streetscape.
  - b) The applicant shall submit a revised plotting plan to reflect on the final precise grading plan, for the Degas Lane cul-de-sac, showing new home sites that comply with the minimum 20-foot rear yard setback requirement, as shown on the revised plotting plan submitted by the applicant. This may include switching out model plans for the lots on Degas Lane in order to create variety in the cul-de-sac streetscape.
  - c) The proposed homes shall incorporate hipped roofs on the Italianate and Tuscan elevation types as shown on the submitted plans.
  - d) The proposed single family homes shall incorporate decorative window trims on all four sides of the building elevations, to match the front building elevations. Enhancements including window shutters, dormers, and eyebrows awnings shall be used on all two story homes on corner lots.
  - e) Front yard landscaping shall include the use of  $\frac{3}{4}$  inch pea gravel or larger gravel base for all planter areas in excess of 10 feet in front of the main entry to the homes. Written approval from the Homeowners Association for the final typical front yard landscaping plans shall be submitted to the Development Services Director prior to the issuance of building permits.
  - f) The faux chimney option shall be used on all corner lots and on Lot 118 having frontage on Avenue 50.
2. Architectural Review No. 18-06 shall be valid for 12 months from the effective date of said Planning Commission approval unless an extension of time is requested by the applicant and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Architectural Review.

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3. All garden walls enclosing private yard areas shall consist of six-foot high tan precision or slumpstone decorative masonry walls to match the existing garden walls in the Prado gated community. A separate building permit shall be obtained for the construction of masonry walls. Concrete footings for garden walls, concrete masonry units, and grout batch mix shall conform to Type 5 concrete strength to avoid deterioration from corrosive soils.
4. All plans, as shown, are considered “conceptual,” subject to revisions as called out by the conditions of approval. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require a modification to Architectural Review No. 18-06.
5. The project shall comply with all applicable building codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the currently-adopted California Building and Fire Codes.
6. The project shall comply with all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction over the project.
7. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of this approval.

## **Mitigation Measures – Air Quality:**

8. All off-road construction equipment shall use aqueous diesel fuel.
9. During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified in the South Coast Air Quality Management District’s Rules and Regulations. Comply with AQMD Rule 403, particularly to minimize fugitive dust and noise to surrounding areas. SCAQMD Rule 403.1, as amended, should be adhered to, ensuring the cleanup of the construction-related dirt on approach routes to the site, and the application of water and/or chemical dust retardants that solidify loose soils, should be implemented for construction vehicle access, as directed by the City Engineer.

This should include covering, watering or otherwise stabilizing all inactive soil piles (left more than 10 days) and inactive graded areas (left more than 10 days).

- On-site vehicle speed will be limited to 15 miles per hour.
- All material excavated or graded will be sufficiently watered to prevent excessive amounts of dust. Watering will occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day.
- Unpaved haul roads shall be watered at least twice daily.
- All material transported on-site or off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earth moving, or excavation operations will be minimized so as to prevent excessive amounts of dust.

These control techniques will be indicated in Project specifications. Compliance with this measure will be subject to periodic site inspections by the City.

10. Project grading plans shall show the duration of construction. Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Compliance with this measure will be subject to periodic inspections of construction equipment vehicles by the City.
11. All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

### **Mitigation Measures - Biological Resources:**

12. Spring botanical surveys shall be conducted during Spring 2004 assuming appropriate weather conditions occur (i.e., appropriate rainfall) to determine if special status plant species are present or absent. If no special status plant species are identified within the study area, no further mitigation shall be required. If a sizeable population of special status plant species is located within the study area, mitigation shall be developed through either a conservation easement or mitigation plan. The mitigation plan shall include the following requirements:
13. A pre-construction survey conducted during the peak flowering period for each respective special status plant potentially occurring on the Project site shall be conducted by the Project biologist the spring prior to grading.
14. If a large population of special status plants (as determined by USFWS staff) is found

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during these surveys, the limits of each impacted location shall be clearly delineated with lath and brightly colored flagging.

15. The locations of special status plants shall be monitored every two weeks by the Project biologist to determine when the seeds are ready for collection.
16. A qualified seed collector shall collect all of the seeds from the plants to be impacted when the seeds are ripe. The seeds shall be cleaned and stored by a qualified nursery or institution with appropriate storage facilities.
17. Following the seed collection, the top 12 inches of topsoil from special status plant populations shall be scraped, stockpiled and used in the selected mitigation location agreed upon by the City and the Project biologist.
18. The mitigation plan shall include detailed descriptions of maintenance appropriate for the Project site, monitoring requirements and annual reports requirements and shall have the full authority to suspend any operation on the Project site which is, in the qualified biologist's opinion, not consistent with the mitigation plan.
19. The performance criteria developed in the mitigation plan shall include requirements for a minimum of 60 percent germination of the number of plants impacted. The performance criteria shall also include percent cover, density and seed production requirements. These criteria shall be developed by the Project biologist following habitat analysis of an existing habitat. This information shall be recorded by a qualified biologist.
20. If the germination goal of 60 percent is not achieved following the first season, remediation measures shall be implemented and additional seeding may be necessary. Remedial measures would include at a minimum: soils testing, control of invasive species, soil amendments and physical disturbance (to provide scarification of the seed) of the planted areas by raking or similar actions. Additional mitigation measures may be suggested as determined necessary by the Project biologist. Potential seed sources from additional donor sites shall also be identified in case it becomes necessary to collect additional seed for use on the Project site following performance of remedial measures.
21. In order to avoid impacts to an occupied burrowing owl burrow, focused surveys shall be conducted prior to commencement of clearing or grading operations on the Project site. Additionally, if clearing or grading operations are planned during the breeding season for any of these species, a breeding rapt or survey shall be conducted prior to any clearing or grading activities.
22. Surveys for burrowing owl shall be conducted according to a protocol prepared by the Burrowing Owl Consortium of the Santa Cruz Predatory Bird Research Group. Surveys shall be conducted by walking through suitable habitat over the entire Project site and in areas within approximately 500 feet of the Project impact zone. Any active burrows found during survey efforts shall be mapped on the construction plans. If no active burrowing owl burrows are found, no further mitigation is required. Results of the surveys shall be provided to the CDFG.

23. If burrowing owl nest sites are found, the following restrictions on construction are required between March 1 and August 31 (or until nests are no longer active as determined by a qualified biologist):
24. Clearing limits shall be established with a minimum of 250 feet, or as otherwise determined by a qualified biologist, in any direction from any occupied burrow exhibiting nesting activity; and Access and surveying shall not be allowed within 100 feet of any burrow exhibiting nesting activity. Any encroachment into the 250/100-foot buffer area around the known nest is allowed only if it is determined by a qualified biologist that the proposed activity shall not disturb the nest occupants. If construction occurs outside of the breeding season, exclusion of burrowing owls from their burrow is a practice generally accepted by the CDFG. Exclusion of burrowing owls involves placement of one-way doors at the opening of known occupied burrows to allow egress from and preventing ingress to the burrow. In this manner the burrowing owl is forced to look for another suitable roosting location. One-way doors should be left in place for 48 hours to ensure owls have left the burrow before excavation. Whenever possible, burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe or burlap bags shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.
25. Surveys for the Coachella Valley round-tailed ground squirrel shall be conducted according to guidelines provided by the USFWS and consist of the following:
  - a) A minimum of three surveys conducted between May 1 and July 31; Each survey must be conducted from one hour after sunrise to four hours after sunrise.
  - b) Temperatures in the shade must range from 80 degrees to 91.4 degrees Fahrenheit (27 degrees to 33 degrees Centigrade);
  - c) Wind speeds must be low; and 100 percent of the study area must be covered, using walking transects spaced approximately 32 feet ( 10 meters) apart.
26. Adequate fees shall be paid according to the adopted Multiple Species Habitat Plan (MSHCP) and Natural Community Conservation Plan (NCCP) shall it become adopted prior to Project development.

**Mitigation Measures - Cultural Resources:**

27. Prior to construction, the applicant shall hire a certified archaeologist to observe grading/major trenching activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall establish, in cooperation with the City, procedures for temporarily halting or redirecting work to permit sampling, identification and evaluation of the artifacts, as appropriate. If the archaeological resources are found to be significant, the archaeologist shall determine appropriate actions, in consultation with the City, for exploration and/or salvage.

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## **Mitigation Measures - Geology and Soils:**

28. All structures shall be designed as confirmed during the building design plan checking, to withstand anticipated groundshaking caused by future earthquakes within an acceptable level of risk (i.e., high risk zone). As designated by the City's latest adopted edition of the Uniform Building Code.
29. Prior to the issuance of a grading permit, a site specific geologic and soils report shall be prepared by a registered geologist or soils engineer and submitted to the City Building and Safety Division for approval. The report shall specify design parameters necessary to remediate any soil and geologic hazards.
30. All grading, landform modifications and construction shall be in conformance with state-of-the-practice design and construction parameters. Typical standard minimum guidelines regarding regulations to control excavations, grading, earthwork construction, including fills and embankments and provisions for approval of plans and inspection of grading construction are set from the latest version of the Uniform Building Code. Compliance with these standards shall be evident on grading and structural plans. This measure shall be monitored by the City Building and Safety Division through periodic site inspections.
31. Type 5 cement shall be used for all foundations and slabs on grade.
32. Precise grading plans shall include an Erosion, Siltation and Dust Control Plan to be approved by the City Building Division. The Plan's provisions may include sedimentation basins, sand bagging, soil compaction, revegetation, temporary irrigation, scheduling and time limits on grading activities, and construction equipment restrictions on-site. This plan shall also demonstrate compliance with South Coast Air Quality Management District Rule 403, which regulates fugitive dust control.
33. As soon as possible following the completion of grading activities, exposed soils shall be seeded or vegetated seed mix and/or native vegetation to ensure soil stabilization.

## **Mitigation Measures - Hazards and Hazardous Materials:**

34. Any hazardous waste that is generated on-site shall be transported to an appropriate disposal facility by a licensed hauler in accordance with the appropriate State and Federal laws.
35. All miscellaneous vehicles, maintenance equipment and materials, construction/irrigation materials, miscellaneous stockpiled debris, 1 and 5-gallon containers, construction/irrigation materials, and former agricultural equipment, should be removed off-site and properly disposed of at an approved landfill facility. Once removed, a visual inspection of the areas beneath the removed materials should be performed. Any stained soils observed underneath the removed materials should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.



36. Soil sampling should be performed within the maintenance yard to characterize the extent of contamination associated with the surficial soil staining. Soil should be removed and disposed of at an appropriate landfill facility in accordance with state and federal requirements.
37. The majority of the Project site has been historically utilized for agricultural purposes for several decades and may contain pesticide residues in the soil. Soil sampling should occur throughout the Project site, including the maintenance and staging areas. The sampling will determine if pesticide concentrations exceed established regulatory requirements and will identify proper handling procedures that may be required.
38. The terminus of all undocumented pipes should be defined. The primary concern with pipes that extend into the ground surface is the potential for the pipe(s) to act as a ventilation apparatus for a UST. Should USTs be present, the USTs should be removed and properly disposed of at an approved landfill facility. Once the UST is removed, a visual inspection of the areas beneath and around the removed UST should be performed. Any stained soils observed underneath the UST should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.
39. The location of the two former USTs should be defined since no closure/removal records were found during this Assessment. Once identified, soil sampling should be performed within the former UST areas to characterize the extent of contamination (if any) associated with the former USTs staining.
40. The on-site water well should be properly removed and abandoned pursuant to the latest procedures required by the local agency with closure responsibilities for the wells. Any associated equipment should be removed off-site properly disposed of at a permitted landfill. A visual inspection of the areas beneath the removed materials (if present) should be performed.
41. A visual inspection of the interior the on-site structure is recommended. In the event that hazardous materials are encountered, they should be properly tested and then properly disposed of pursuant to State and Federal regulations.
42. Any transformers to be removed/relocated should be conducted under the purview of the local utility purveyor to identify property handling procedures regarding potential PCBs.
43. Based upon the year the existing structure located on the Project site was built (prior to 1978), asbestos-containing materials and lead-based paint may be present within the existing on-site structures and would need to be handled properly prior to remodeling or demolition activities.
44. If unknown wastes or suspect materials are discovered during construction by the contractor which he/she believes may involve hazardous waste/materials, the contract shall:

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- a) Immediately stop work in the vicinity of the suspected contaminant, removing workers and the public from the area;
- b) Notify the Project Engineer of the implementing Agency; Secure the area as directed by the Project Engineer; and
- c) Notify the implementing agency's Hazardous Waste/Materials Coordinator

## **Mitigation Measures - Hydrology and Water Quality:**

- 45. The applicant shall obtain a Notice of Intent from the State of California Regional Water Quality Control Board, as the approximately 58-acre proposed Project would result in the disturbance of one or more acres. A copy of the Notice of Intent acknowledgement from the State of California Regional Water Quality Control Board must be submitted to the City of Coachella before issuance of grading permits.
- 46. Prior to the issuance of grading permits, Best Management Practices (BMPs) shall be developed in compliance with the City of Coachella and the Coachella Valley Water District NPDES Permit. Specific measures shall include:
  - a) Siltation of drainage devices shall be handled through a maintenance program to remove silt/dirt from channels and parking areas;
  - b) Surplus or waste materials from construction shall not be placed in drainage ways or within the 100-year floodplain surface waters:
  - c) All loose piles of soil, silt, clay, sand, debris or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the State;
  - d) During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff:
  - e) Stabilizing agents such as straw, wood chips and/or soil sealant/dust retardant shall be used during the interim period after grading in order to strengthen exposed soil until permanent solutions are implemented; and
  - f) Re-vegetated areas shall be continually maintained in order to assure adequate growth and root development.
- 47. The applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP), which identifies construction and post construction BMPs to the City for review and approval.
- 48. Prior to the issuance of building permits, the applicant shall submit a Water Quality Management Plan (WQMP) pursuant to the Coachella Valley Water District and the City of

Coachella local implementation plan, specifically identifying BMPs that shall be used on-site to control predictable pollutant runoff.

49. Prior to the issuance of building permits, the applicant shall obtain coverage under NPDES Statewide Industrial Stormwater Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to the City.

### **Mitigation Measures - Land Use and Planning:**

50. The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Community Development Department regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impacts of new development. One of these fees is the General Plan Fee to be paid at the time permits are issued. In 2009, the City adopted a General Government facility fee that includes a General Plan Update component. The fees shall be paid according to the City's current development impact fee schedule at the time the building permit is issued.

### **Mitigation Measures – Noise:**

51. During all Project site excavation and grading, the Project Contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.
52. The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.
53. The Construction Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.

### **Mitigation Measures - Public Services:**

54. The developer is subject to school assessment fees pursuant to California State law. The developer shall provide evidence of compliance to the City prior to issuance of building permits.
55. The developer is subject to park assessment fees pursuant to California State law. The developer shall provide evidence of either the dedication of land or fees paid in lieu of, to the City prior to issuance of building permits.

### **Mitigation Measures – Traffic:**

56. The Project applicant's payment to the Coachella Valley Association of Governments

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(CVAG) Transportation Uniform Mitigation Fund (TUMF) Fee Program and to the City of Coachella Environmental Fee Program for Traffic Signals shall pay for the Project's fair share contribution to the identified mitigation measures as follow:

57. Van Buren Street/ Avenue 50-Modify eastbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane and one shared through/right-turn lane.
58. Frederick Street/ Avenue 50- Modify westbound Avenue 50 approach from one left-turn lane, one through lane and one right-turn lane to consist of one left-turn lane, one through lane and one shared through/right-turn lane.
59. The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development, as follows:
60. The approved development impact fee for Traffic Signal shall be paid at the time permits are issued. A fee shall be paid at the time the permits are issued as a mitigated of the environmental impacts associated with this project. The fees shall be paid according to the City's current development impact fee schedule.
61. The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shored responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development as follows: The approved development impact fee for Bridge and Grade Separation be paid at that permits are issued. In 2009, the City adopted a Streets and Transportation facility that includes roads and bridges impacts. The fees shall be paid according to the City's current development impact fee schedule at the time the building permit is issued.
62. The City of Coachella has determined that there is a need for improvements that ore caused by new development and for which a shored responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair shore amount would serve to mitigate the impact of new development. The approved development impact fee for Bus Shelter and Bus Stop Safety Zone shall be paid at the time permits or issued. A fee shall be paid at the time the permits or issued as mitigation for environmental impacts associated with the project. The fees shall be paid according the City's current development impact fee schedule.
63. Prior to Project plan approval, the quantity, location, width and type of driveways shall be subject to the approval of the City Engineer. An effective sight distance for vehicular traffic shall be maintained at the driveway entrances on Avenue 50 and Calhoun Street. Adequate

sight distance shall also be maintained within the development at all driveway intersections to the satisfaction of the City Engineer.

## **Mitigation Measures - Utilities and Services:**

64. All required sewer improvements shall be designed and constructed to City Standards. All tentative tract maps, site plans and other plans within the Project area shall be accompanied by adequate plans for sewer improvements prepared by a registered professional engineer.
65. Prior to the issuance of building permits, the applicant shall submit for approval of the City Engineering Department, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff.

## **Mitigation Measures –Hazards and Hazardous Materials:**

66. Prior to any land disturbance, including grading or construction, the following mitigation measures shall be implemented:
  - a) Prior to demolition, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - b) Prior to demolition, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
    1. Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area

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containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.

2. Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.
  3. Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.
- d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint, and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).
  - e) During project construction and implementation, the handling, storage, transport, and disposal of all chemicals, including herbicides and pesticides, runoff, hazardous materials and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.
  - f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
  - g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
  - h) Butane extraction in both the interim and the permanent facilities shall be subject to the following requirements:
    1. The City shall engage, at the applicant's expense, a qualified engineer or certified industrial hygienist to review and certify the plans for all components of the butane extraction process, including storage areas and quantities of butane to be stored, electrical systems, extraction machinery, gas monitoring equipment, extraction room ventilation, fire suppression systems and fireproofing of equipment and structures, consistent with current building, fire and electrical codes specific to this process. No building permits shall be issued, and no occupancy of the interim buildings permitted prior to written certification by the engineer.

2. The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
3. The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the interim buildings shall be permitted prior to written approval by the Fire Department.

### **Mitigation Measures – Cultural Resources:**

67. Approved Native American monitor(s) from the Agua Caliente Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indian shall be present during any ground disturbing activities. Should human remains be uncovered, the Riverside County Coroner's Office shall be immediately contacted and all work halted until final disposition by the Coroner. Health Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made necessary findings as to the origin and disposition pursuant to Public Resources Code Section 5097.98. Shall the remains be determined to be of Native American descent, the Native American Heritage Commission shall be consulted to determine the appropriate disposition of said remains.
68. If the coroner determines that the remains are not recent and may be Native American, in accordance with Public Resource Code 5097.94, the coroner will notify the Native American Heritage Commission (NAHC) within 24 hours of the find. The NAHC will then determine the Most Likely Descendant (MLD). The City will work with the designated MLD to determine the final disposition of the human remains.

### **Mitigation Measures – Traffic and Transportation:**

69. The applicant shall pay applicable City of Coachella Development Impact Fees (DIF) and County of Riverside Transportation Uniform Mitigation Fees (TUMF) in effect at that time.
70. Five (5) sets of copies of check prints. The applicant shall pay all necessary plan check, permit, and, inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
71. The applicant shall pay plan check fees of \$750.00 per sheet of improvement plans, and \$350.00 for PM 10 plan.

### **Engineering – CVWD Infrastructure:**

72. The Applicant shall CVWD issues, if any, related to existing tile drains or irrigation mains located within the tract boundary or along the streets adjacent to the tract. If necessary tile drains and irrigation lines shall be relocated and easement documents prepared for the new location of any such lines. Plans for the tile drain or irrigation relocation shall be submitted to CVWD for approval and a copy of the plans shall be submitted to the City for evaluation. The

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applicant shall submit to the City approved copies of any such relocation plans.

## **Engineering – Street Improvements:**

73. The applicant shall improve the landscaped median on Avenue 50 (half width). The City will accept a cash payment for this concept that is found acceptable.

## **Engineering – General:**

74. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check prior to issuance of encroachment permits. All street improvements shall be designed and constructed in conformance with City Standards and Specifications.

75. Provide "Speed Humps" on all interior streets. This requirement may still be required by city engineer, locations shall be approved by City Engineer.

76. Water Improvement Plans be prepared by a California Registered Civil Engineer shall be submitted for Engineering plan check and City Engineer approval.

77. Prior to the issuance of building permits, the applicant shall submit for approval of the City Engineering Department, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff.

78. Applicant shall pay a share of the water main construction costs in Avenue 50 along the frontage of tract in the amount of \$17,153.48.

79. Sewer Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for Engineering plan check and City Engineer approval.

80. Applicant shall construct all off-site and on-site water improvements and any other incidental works necessary to complete the improvements. Size and location of sewer and water improvements shall be approved by the City Engineer.

81. Applicant shall pay a share of the sewer main construction costs in Avenue 50 along frontage of this tract in the amount of \$34,574.66.

## **Engineering – General:**

82. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be



subject to review and approval by the City Engineer. No sediment is to leave the site. Additional securities in amount of a \$2,000 cash deposit and \$2,000 per acre performance bond, is required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved, the original plans, and executed dust control agreement, are filed in the engineering department at the City of Coachella. A separate submittal and approval to the AQMD agency is required on projects exceeding 10 acres.

83. Applicant shall obtain approval of site access and circulation from Riverside County Fire Marshal's Office.
84. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to Engineering Department for plan check.
85. As-built" plans shall be submitted to and approved by the City Engineer prior to acceptance of the improvements by the City. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
86. Accessibility to drainage and irrigation lines which will remain active upon project completion shall be maintained to facilitate operation and maintenance activities.

**Riverside County Fire Department:**

87. Fire Department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code. Riverside County Ordinance 480, Riverside County Ordinance 787, and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.
88. The developer must establish two ways in and out of the complex, subject to review and approval by the Fire Marshal's office, prior to the issuance of any building permits for the project.
89. The Fire Department water systems for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to issuance of building permits. Fire flow will be determined at the plan check phase.
90. Automatic fire sprinklers will be required for all new single family homes proposed on vacant lots. All underground plumbing plans for proposed single family homes must be submitted to the Fire Department for review prior to construction.
91. The applicant shall apply to the Office of the Fire Marshal for all development, construction, and fire system plumbing installation permitting, prior to the commencement of construction activity.

# ITEM 14.a.

92. Construction shall remain accessible and exposed for inspection purposes until approved by the Fire Department. The approval of plans and specifications does not permit the violation, deletion, omission or faulty installation of any requirements of California Code of Regulations, Title 19, Title 24 and locally adopted ordinances.

## **Imperial Irrigation District:**

93. The applicant shall provide right-of-way and easements for any power line extensions needed to serve the project.

94. Any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit, including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities (e.g. power lines).

95. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

## **Utilities:**

96. All electrical utility connections shall be by underground service to each home site.

97. Water and sewer plans shall be submitted for review and approval by the Utilities General Manager prior to connection to City public sewer and water systems.

98. The project will require a Water Quality Management Plan (WQMP) as it is a Priority Project.

99. The project will be required to install 4G Advanced Metering Infrastructure (AMI) meters at the residential services.

100. The project must implement the State's drought mandate which prohibits irrigation with potable water outside newly constructed homes and building that is not delivered by drip or micro-spray systems.

101. Adequate fire protection shall be included and the public water supply shall be protected with a DCDA or greater on all fire water lines to commercial/industrial facilities.

## **Fees:**

102. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; this also includes school fees and outside agency fees such as sewer water and

utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.

103. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.

**Coachella Valley Unified School District**

104. The Coachella Valley Unified School District is authorized by the State Legislature to levy a developer fee on residential development. The applicant shall pay fees to the Coachella Valley Unified School District prior to the issuance of the building permits.





CITY OF COACHELLA  
DEVELOPMENT SERVICES DEPARTMENT  
REQUEST FOR APPEAL

Date: December 11, 2018

APPLICATION INFORMATION:

Project Address: Prado Gated Community, South Side Ave 50 between Van Buren St. and Via Prado (Tract 32075-1)

Case Type (CUP, TTM, etc) and Number: Architectual Review No. 18-06

Hearing/Decision Date: November 28, 2018 Appeal Deadline: December 13, 2018

APPELLANT INFORMATION:

Appellant: Better Neighborhoods, Inc.

Appellant Address: Attorney for Appellant: Gurjit Singh, Esq.  
399 N. Garrey Ave., 2nd Floor, Pomona, CA 91767

Appellant Phone: (818) 396-6841 Appellant Fax: \_\_\_\_\_

Appellant e-mail: singh@lawsingh.com

Applicant (If Different): DR Horton

I hereby appeal the decision of the:

Planning Director

Planning Commission

REASON FOR APPEAL:

The decision maker failed to comply with the provisions of the Zoning Code, General Plan or other applicable plans in the following manner (use additional sheets if necessary):

(SEE ATTACHMENT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office Use Only:

Date Received: \_\_\_\_\_

Appeal Fees: \_\_\_\_\_

Received by: \_\_\_\_\_

# ITEM 14.a.



CITY OF COACHELLA  
DEVELOPMENT SERVICES DEPARTMENT  
REQUEST FOR APPEAL

Date: December 11, 2018

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Appellant Address: Attorney for Appellant: Gurjit Singh, Esq.  
399 N. Garrey Ave., 2nd Floor, Pomona, CA 91767  
Appellant Phone: (818) 396-6841 Appellant Fax: \_\_\_\_\_  
Appellant e-mail: singh@lawsingh.com

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Planning Commission

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(SEE ATTACHMENT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office Use Only:

Date Received: \_\_\_\_\_

Appeal Fees: \_\_\_\_\_

Received by: \_\_\_\_\_

## ATTACHMENT

APPELLANT: Better Neighborhoods Inc.

RE: Appeal of Planning Commission Resolution PC 2018-16  
D.R. Horton Architectural Review for 61 Homes  
in the Prado Gated Community (the "Project")

Better Neighborhoods, Inc. ("BNI") hereby appeals the decision by the Planning Commission to adopt Resolution PC 2018-16.

We ask the City Council to deny the Architectural Review approvals granted by the Planning Commission and require that a Mitigated Negative Declaration be prepared for the Project.

The California Environmental Quality Act and related Guidelines ("CEQA") requires that all discretionary action by a city first comply with CEQA for environmental review, unless the project is exempt from CEQA.

The Project is not exempt from CEQA, and no notice of the hearing for the Planning Commission referenced any intention of the City to rely on a CEQA exemption. Thus, the City cannot rely on an exemption.

Even if the planning staff thinks that a CEQA exemption would apply to this Project, BNI would challenge any such exemption for several reasons. However, BNI does not now need to assert any challenge to a purported CEQA exemption, because none have been identified by the City.

Instead, the planning staff has attempted to rely on an old and inadequate prior CEQA document to "cover" this Project. CEQA does not allow this. The City must require that a proper CEQA analysis be applied to the Project. First, staff must complete an Initial Study of the Project and let us know what potential significant environmental impacts may apply to the Project. Then, the Planning Commission must have the applicant prepare either a mitigated negative declaration or perhaps a full environmental impact report.

The Planning Commission Resolution PC 2018-16 makes the following incorrect finding at Section 4 of the Resolution:

"On June 9, 2004 the City Council adopted a Mitigated Negative Declaration pursuant to the guidelines of the California Environmental Quality Act (CEQA) for the Prado gated community project, as part of Tentative Tract Map 32075 and Environmental Assessment (EIS 04-05). The proposed project is a continuation of the homes previously anticipated under Tentative Tract Map No. 32075. All prior mitigation measures for EIS 04-05 remain in full force and effect for the overall project and have been incorporated into the conditions of approval. As such, no additional environmental review is required."

This is an incorrect interpretation of CEQA.

# ITEM 14.a.

First, the applicant cannot rely on any theory of vested rights, because Tentative Tract Map 32075 is not a “Vested” map as defined in the Subdivision Map Act. Even if it were, that would only allow the applicant to proceed with development based on the City’s ordinances, policies, and standards in effect on the date of the map application. Even a vesting map does not avoid CEQA, because CEQA is a State law. Thus, the applicant’s development must comply with the current terms of CEQA. This, they have not done.

CEQA requires that the City make a determination under Public Resources Code Section 21166 and Section 15162 of the Guidelines. Tentative Tract Map 32075 was approved based upon a Mitigated Negative Declaration (the “Map MND”), and that occurred nearly 15 years ago.

Since 2004 when the Map MND Mitigated Negative Declaration was approved, new information exists that was not considered in the Map MND. As a result, the Project will have significant effects not evaluated in the prior Map MND. Also, significant effects examined in the Map MND are now substantially more severe than shown in the Map MND.

We have not yet had a chance to review in detail the Map MND. However, it is reasonable for us to assume that mitigation measures that were found infeasible for the Map MND are now feasible and could reduce significant effects of the Project. It is also possible that mitigation measures that today are very different from the mitigation measures adopted as part of the Map MND may substantially reduce one or more significant effects of the Project.

This new information includes the substantial change in traffic patterns that exist today in Coachella, noise impacts, the cumulative impact of other projects since the original Map and projects now anticipated to be built. Perhaps most importantly, in the last 15 years, there has been a dramatic change to demands on traffic and on all city resources each year when the Coachella Festival and other related festivals occur. None of this was considered in the Map MND. New information can require a new CEQA document if it raises questions about the primary assumptions or baseline information used in the Map MND.

For all of these reasons, the City should sustain this appeal, overturn the Planning Commission resolution, and require further CEQA analysis of the Project.





Dear Prado Homeowner and Community Resident:

Thank you for attending the Community meeting held on October 30<sup>th</sup>. Your participation was not only appreciated, but very helpful in better understanding your concerns and suggestions.

Following our meeting we revised our elevations to the degree possible that we believe are responsive to your comments. Attached to this letter are the elevations that we shared with you at the meeting and revised elevations now being proposed.

The revised elevations are also foot-noted to help you point out the changes we made to better highlight the areas that you suggested for us to make. We hope these changes you agree better articulate our elevations and complement your existing homes.

Given the time constraints and Thanksgiving Holiday it makes it difficult to have another Community meeting over the Holidays. As you know we delayed our next Planning Commission meeting until November 28<sup>th</sup> to allow us time to make revisions and return these revisions to each of you who participated at the Community meeting. We are also asking the Management Company to email this information to all residents as well.

Your support at the November 28<sup>th</sup> Planning Commission is critical to allow D.R. Horton to move this proposal forward and continue to complete the undeveloped portion of your Community. Your Board supports our proposal, but it is your support at Planning Commission that it is vital.

Thank you for your valuable time and we look forward to your continued participation. And most importantly have a wonderful Thanksgiving with your Families and Friends.

Sincerely,

**D.R. HORTON LOS ANGELES HOLDING COMPANY, INC**

A handwritten signature in black ink, appearing to read "D. Boyd", is written over a horizontal line.

Daniel W. Boyd, Vice President  
Entitlements

**2280 Wardlow Circle, Suite 100  
Corona, CA 92880  
(951) 272-9000 Office  
(951) 272-9797 Fax  
dboyd@drhorton.com**





17901 Von Karman Ave, Suite 600  
Irvine, CA 92614  
(949) 556-8714  
[www.better-neighborhoods.com/](http://www.better-neighborhoods.com/)

November 26, 2018

Luis Lopez  
Development Services Director  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Via Email: [LLopez@coachella.org](mailto:LLopez@coachella.org)

Re: Prado Gated Community – DR Horton  
Architectural Review for 67 Homes (the “Project”)

Dear Mr. Lopez,

Thank you for the opportunity to provide questions and comments regarding the above-referenced proposed Project, in advance of the November 28 Planning Commission hearing.

Better Neighborhoods Inc. is an organization established to help people have a voice in local development decisions that can be heard equally to that of the planners and developers, to encourage smart growth that is consistent with the needs of the community, to protect the natural environment and our places of historical and esthetic significance, to support affordable housing, and to balance the needs for growth and livable cities.

We have reviewed the staff report for the Planning Commission hearing scheduled for October 17, 2018 (the “Staff Report”), and the Planning Commission Resolution PC 2018-16 (the “Resolution”), both of which items have been continued to the November 28 Planning Commission Hearing

Unfortunately, we are unable to attend the November 28 hearing and make our concerns known at that time. Accordingly, Better Neighborhoods submits this comment letter to be considered by the Planning Commission and included in the administrative record, and asks that the proposed Architectural Review approvals be denied, and that a Mitigated Negative Declaration, or an Environmental Impact Statement, be prepared for the Project.

# ITEM 14.a.



17901 Von Karman Ave, Suite 600  
Irvine, CA 92614  
(949) 556-8714  
[www.better-neighborhoods.com/](http://www.better-neighborhoods.com/)

November 26, 2018

Luis Lopez  
Development Services Director  
City of Coachella  
1515 Sixth Street  
Coachella, CA 92236  
Via Email: [LLopez@coachella.org](mailto:LLopez@coachella.org)

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Mr. Luis Lopez  
Re: Prado Gated Community Project  
November 26, 2018  
Page 2

**The Project is Not Exempt from CEQA**

The California Environmental Quality Act and related Guidelines (“CEQA”) requires that all discretionary action by a city first comply with CEQA for environmental review, unless the project is exempt from CEQA.

The Project is not exempt from CEQA, and no notice of the hearing for the Planning Commission referenced any intention of the City to rely on a CEQA exemption, or any specific CEQA exemption. Thus, the City cannot rely on an exemption.

**At the Very Least, An Initial Study/MND is Required for Such a Large New Development Project.**

The planning staff has attempted to rely on an old and inadequate prior CEQA document -- a 15-year old Tentative Tract Map -- to “cover” this Project. CEQA does not allow this. The City must require that a proper, updated, CEQA analysis be applied to the Project. First, staff must complete an Initial Study of the Project and let us know what potential significant environmental impacts may apply to the Project. Then, the Planning Commission must have the Applicant prepare either a mitigated negative declaration or perhaps a full environmental impact report.

Sincerely,



J. Michael Goolsby  
President and CEO  
Better Neighborhoods, Inc.



From: Steve Brown  
Sent: Monday, November 26, 2018 8:53 AM  
To: BMMurakami@drhorton.com; DBoyd@drhorton.com  
Cc: Luis Lopez  
Subject: Prado

Good Morning,

Thank you for the revised elevations. I appreciate you incorporating the architectural features, roof lines, highlighted front door entries as much as possible without structural changes as we discussed at our last meeting. I'm looking forward for our neighborhood to be completed.

I have copied Louis Lopez so he can share this email with the planning commission.

Thank you,  
Steve Brown  
84422 Da Vinci Drive





11-28-18

To the Coachella Planning Commission:

We are homeowners of the Prado community and want to express our concerns regarding the proposed DR Horton project.

The following are important points the City of Coachella Planning Commission and DR Horton Los Angeles Holding Company need to consider if the proposed project at Prado is approved:

1. The Public's Trust--- Prado Homeowners believe and expect the Planning Commission will duly utilize laws and practices which safeguard homeowner's rights to their health and property and that DR Horton will duly listen and respond effectively to the concerns of homeowners to ensure their professionalism is reflected in this project throughout all its phases and long term consequences.
2. DR Horton may pride itself in being one of the nations' highest grossing builders, but it must be noted they also have a 1.5 rating out of 5 by Consumer Affairs in their Overall Satisfaction Rating. Along with this rating, the public can easily view dozens and dozens of individual cases that speak to homeowners' worst fears ranging from shoddy workmanship, use of cheap materials, to defective copper pipes. See Chiang vs DR Horton Los Angeles Holding Company. As homeowners we want to ensure the community of Prado increases in value.
3. Prado homeowners who will potentially be impacted for the rest of their ownership by DR Horton's project, we want to have a positive relationship with their neighborhood's builder. The nature of that relationship will depend on the company's ability to carry out a successful project that benefits the community, that treats it with the respect it deserves, and who will complete a job everyone can be proud of.
4. Prado homeowners are concerned and expect the Planning Commission to do right by it's citizens.

Thank you for your time and consideration.

Prado Homeowners



-413-



**PLAN 1.1898**  
**Santa Barbara**



**PLAN 3.2277**  
**Tuscan**



**PLAN 2.2239**  
**Italianate**

Note: Artist's Conception; Colors, Materials  
And Application May Vary.

**STREETSCENE**

**PRADO**  
COACHELLA, CA



REDESIGNED FRONT ELEVATION TO  
CREATE A MORE FOCUSED ENTRY &  
ADDED LOWER TRIM BANDING

**1A | Santa Barbara**



REDESIGNED TO CREATE  
A MORE FOCUSED ENTRY

**1D | Tuscan**



ENLARGED TRIM  
SURROUNDING ALL  
WINDOWS & GARAGE

**1B | Italianate**

**PLAN 1.1898**

Front Elevations

**PRADO**

COACHELLA, CA

-414-



REVISED LOWER BANDING TRIM & ENHANCED ARCH TRIM

**2A | Santa Barbara**



RAISED TOWER & ENHANCED ARCH TRIM

**2D | Tuscan**



ENLARGED TRIM SURROUNDING ALL WINDOWS & GARAGE

**2B | Italianate**

**PLAN 2.2239**

Front Elevations

**PRADO**

COACHELLA, CA



ADDED LOWER TRIM BANDING & ENHANCED ARCH TRIM

**3A | Santa Barbara**



REDESIGNED TO CREATE A MORE FOCUSED ENTRY

**3D | Tuscan**



ENLARGED TRIM SURROUNDING ALL WINDOWS & GARAGE

**3B | Italianate**

**PLAN 3.2277**

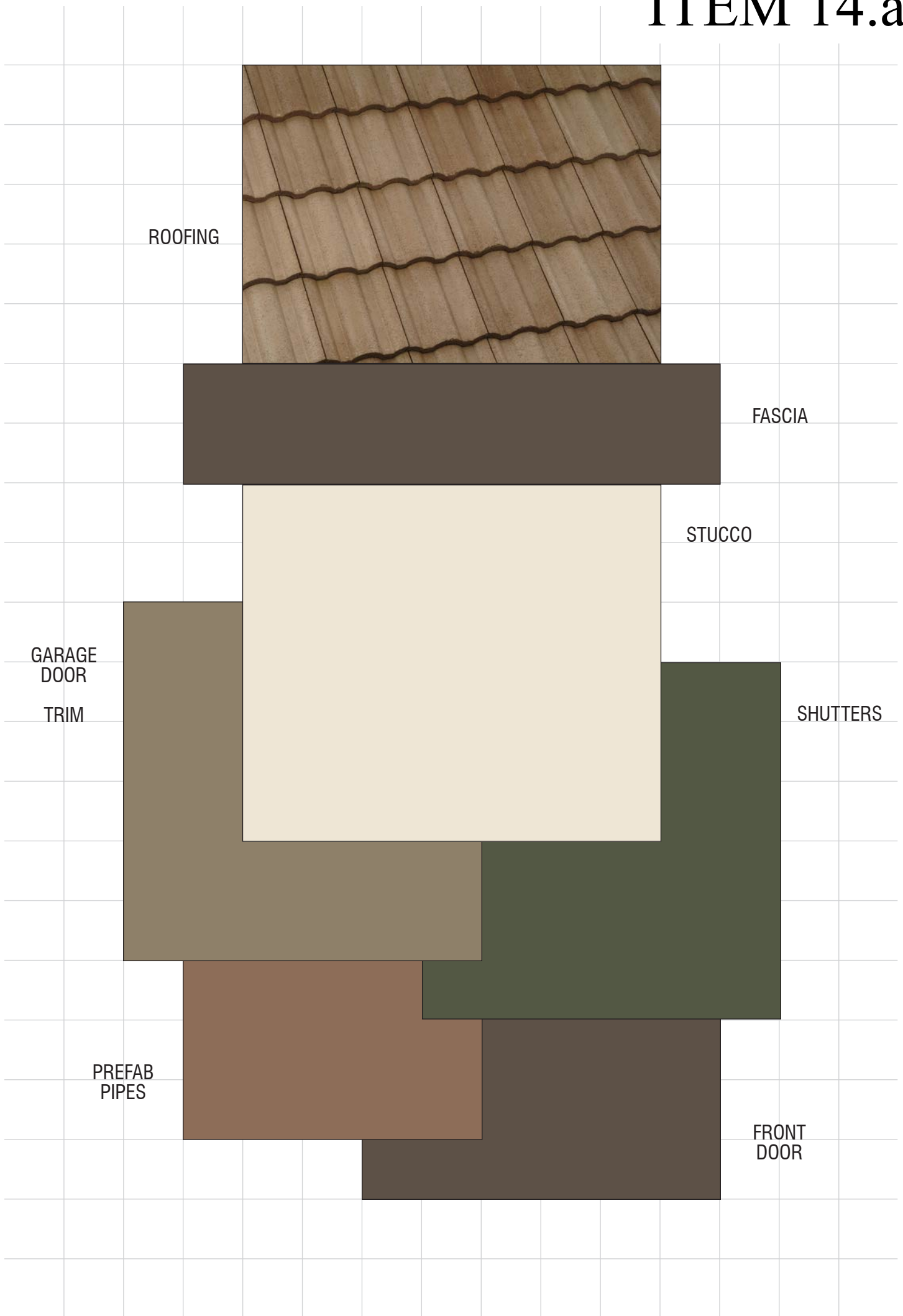
Front Elevations

**PRADO**

COACHELLA, CA

-416-

# ITEM 14.a.



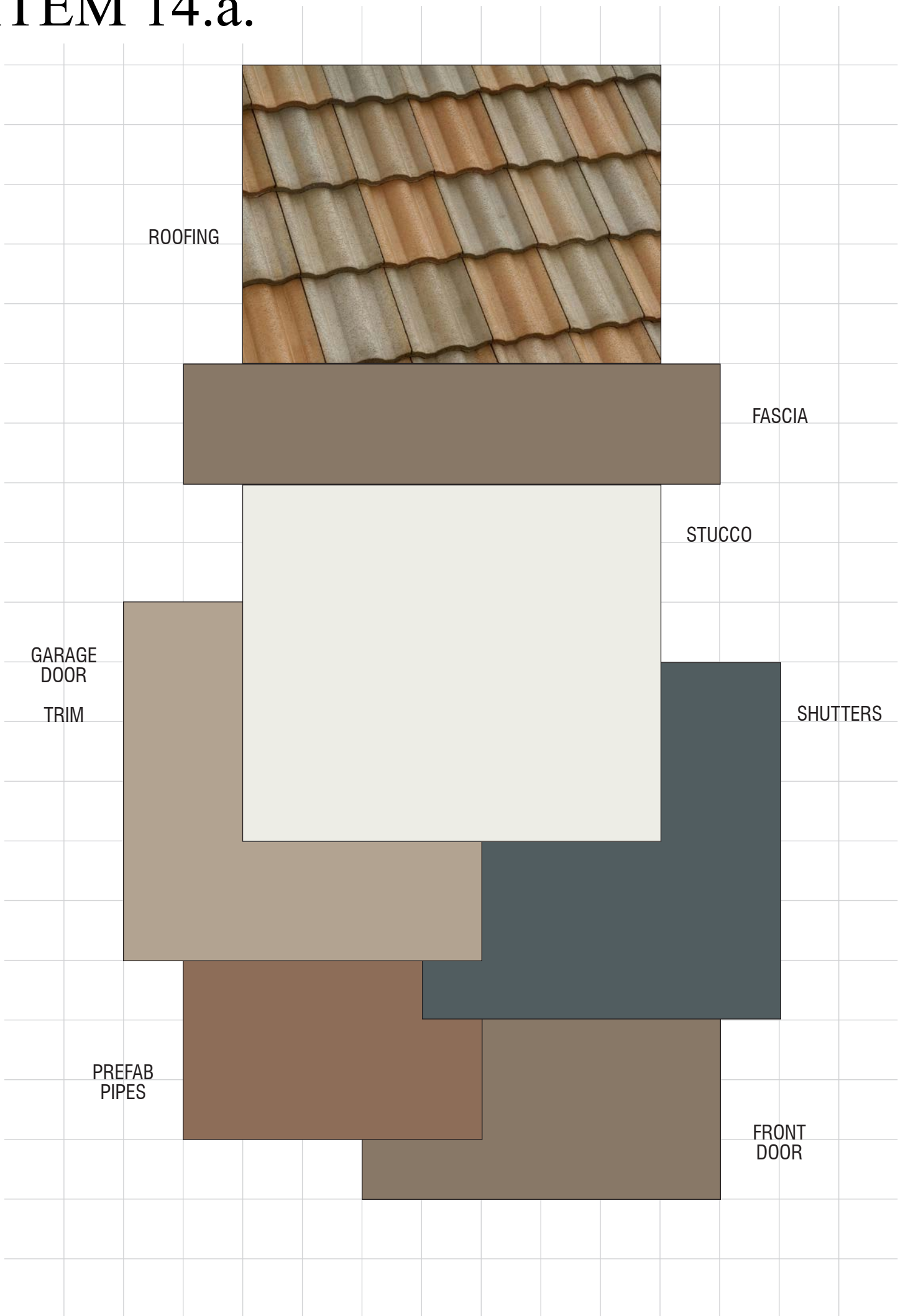
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 2A

'A' Elevations Only  
Spanish

# ITEM 14.a.



## PRADO

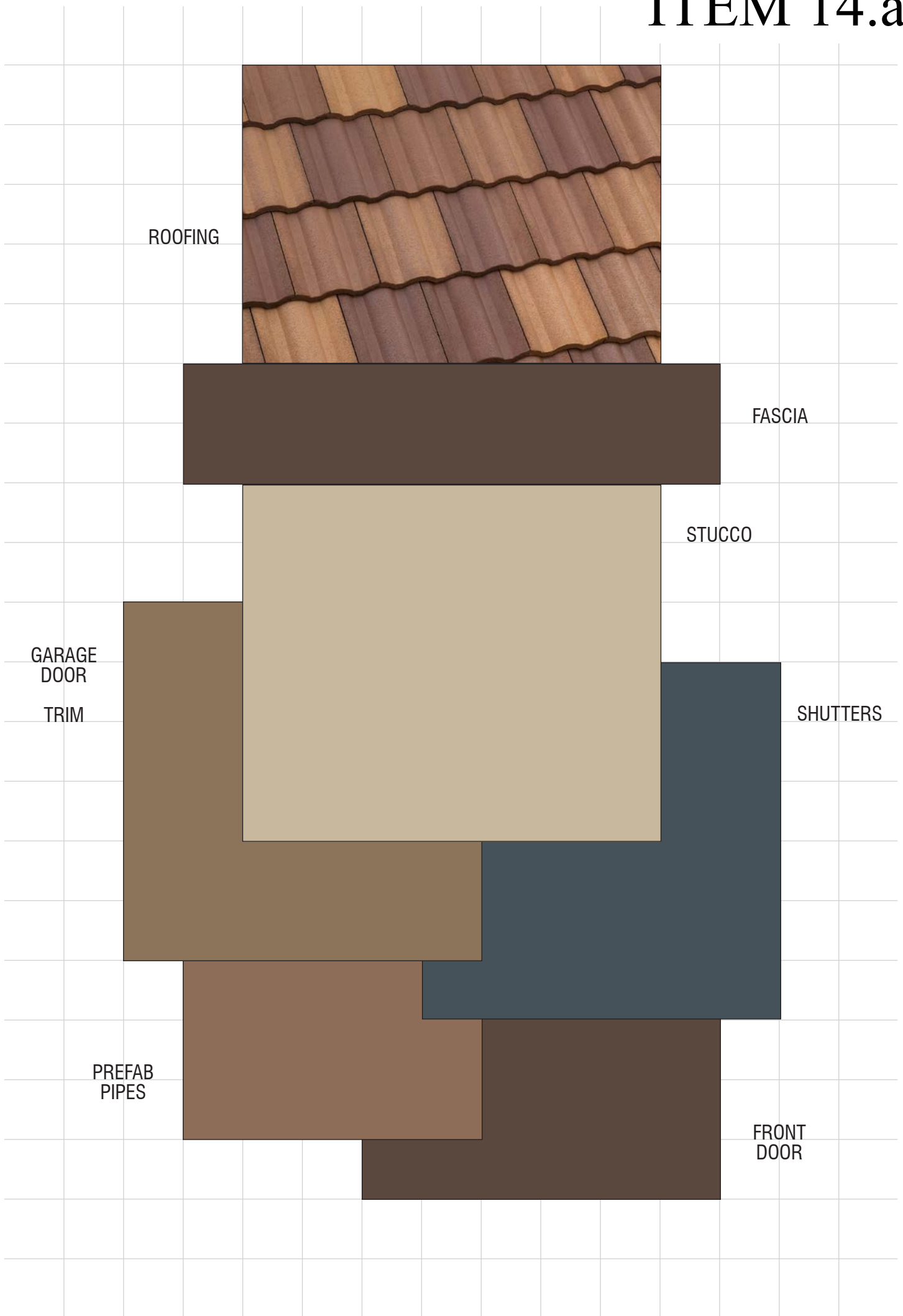
Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 4A

'A' Elevations Only  
Spanish



# ITEM 14.a.



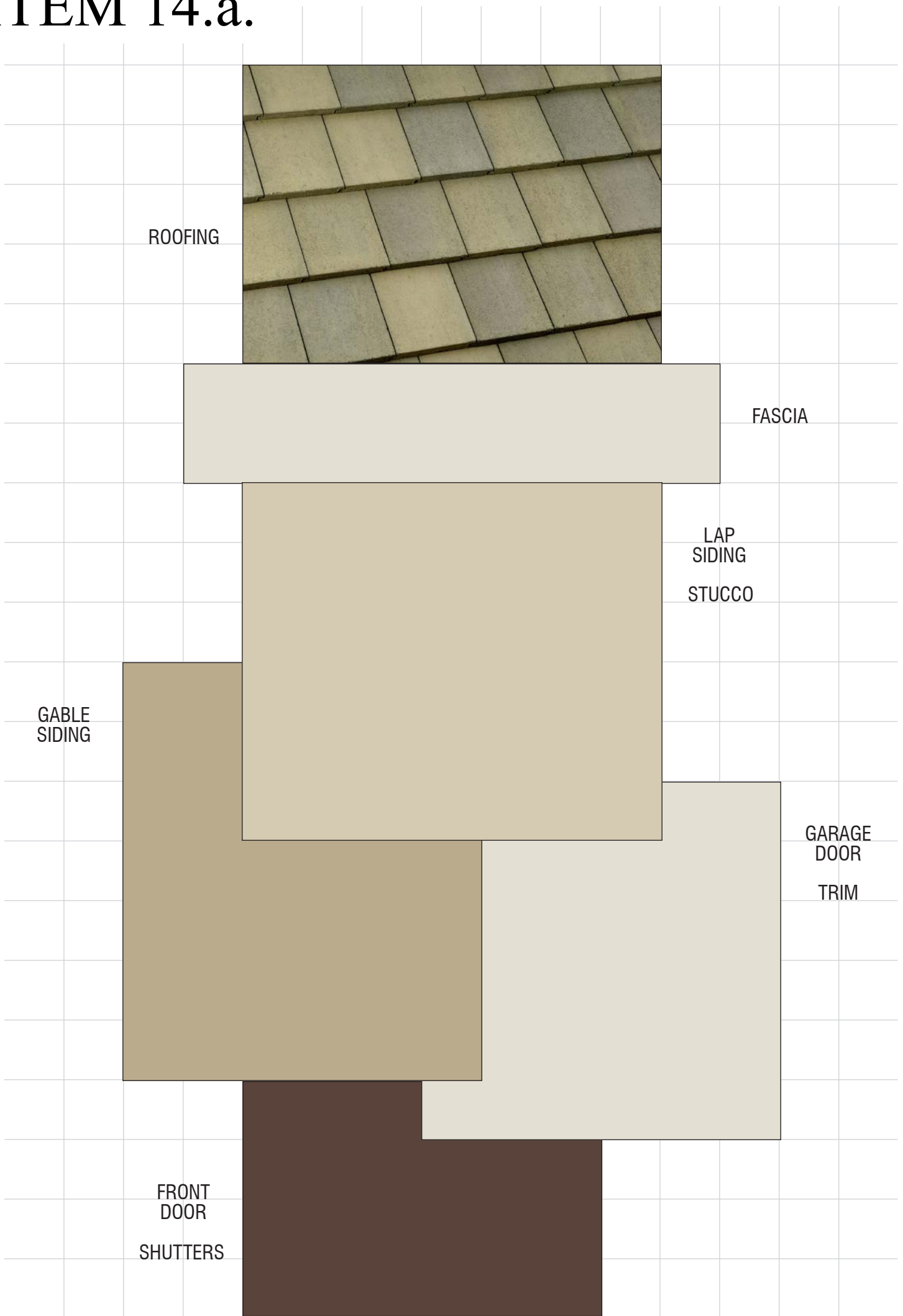
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 5A

'A' Elevations Only  
Spanish

# ITEM 14.a.



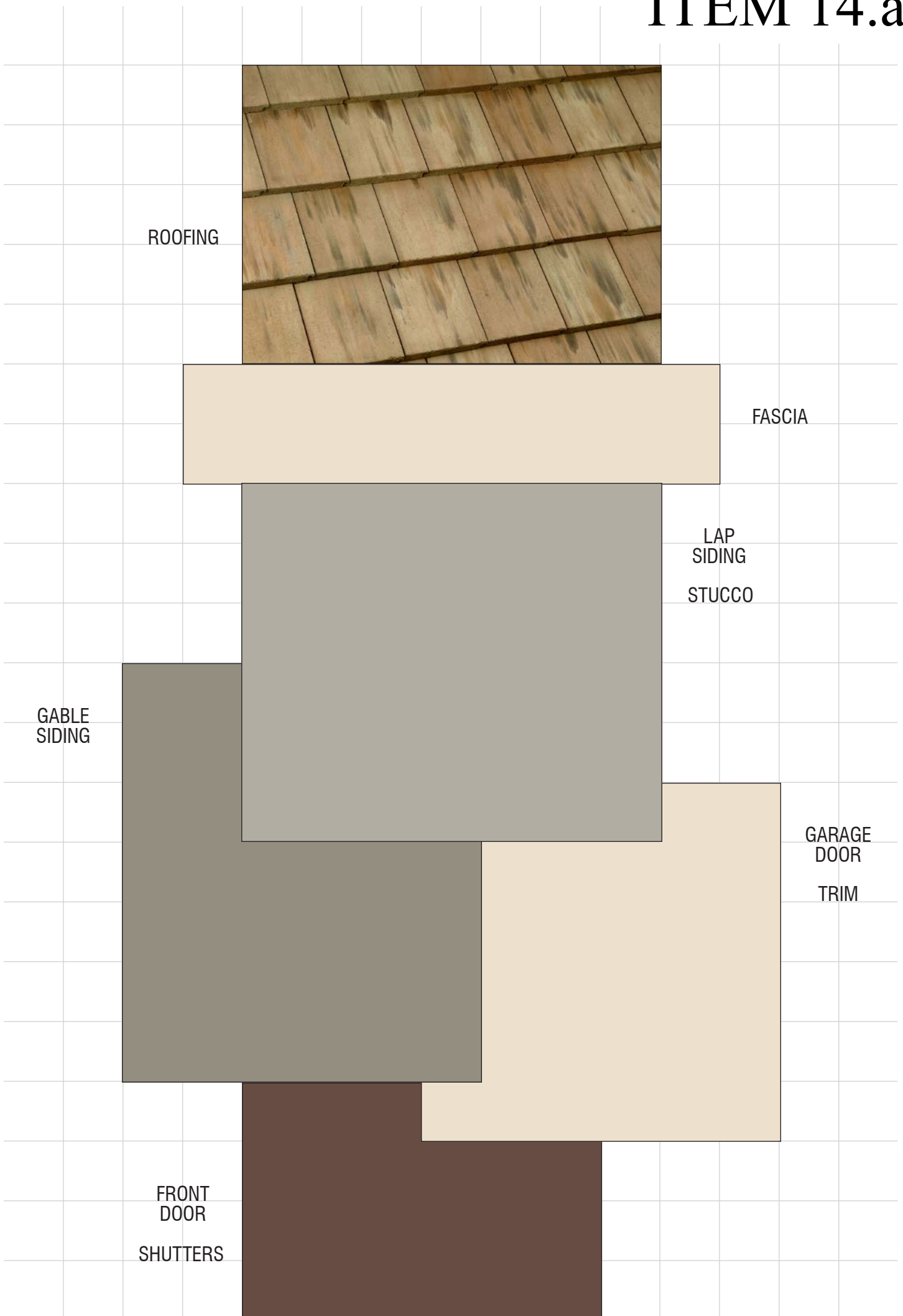
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 1B

'B' Elevations Only  
Traditional

# ITEM 14.a.



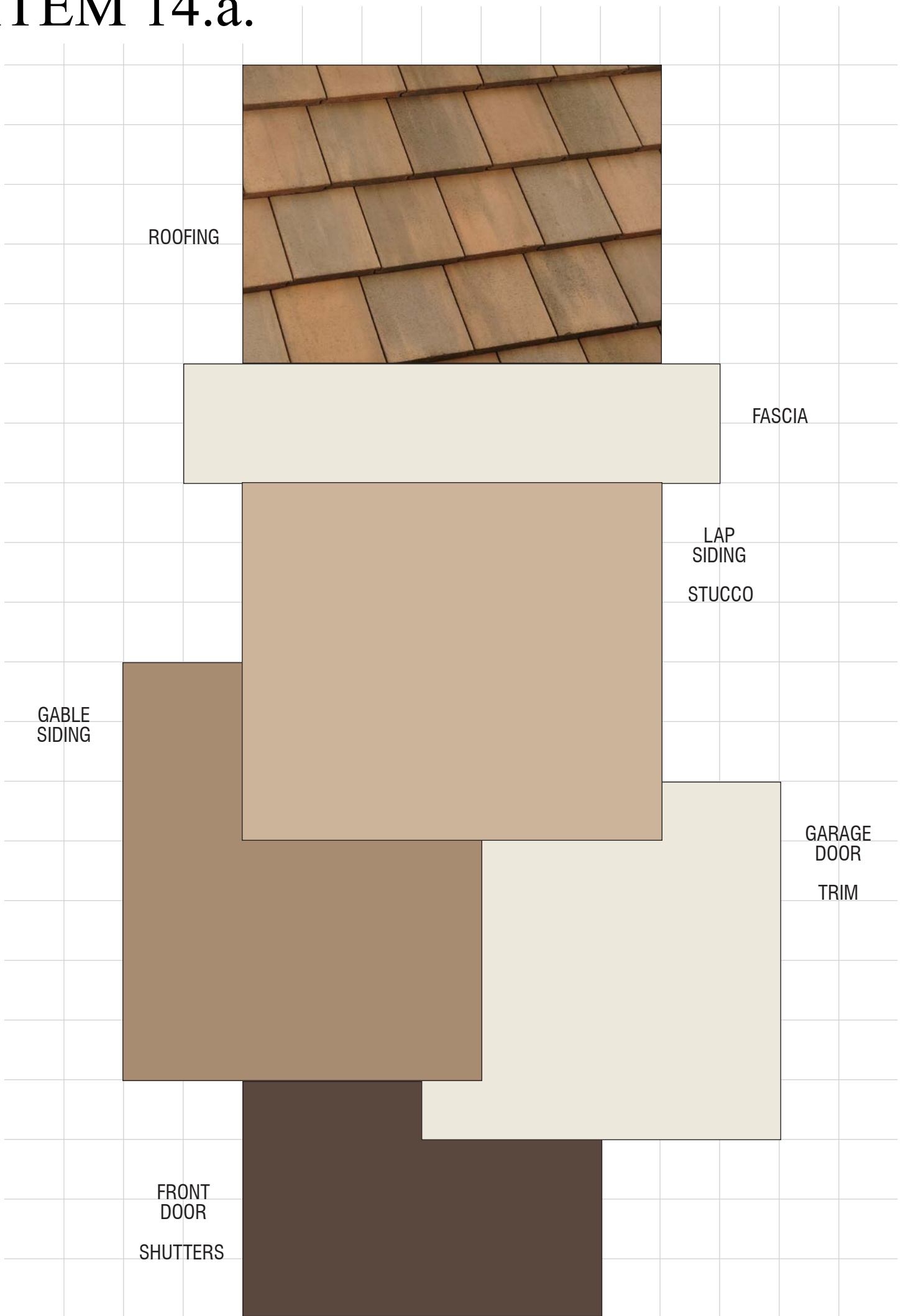
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 4B

'B' Elevations Only  
Traditional

# ITEM 14.a.



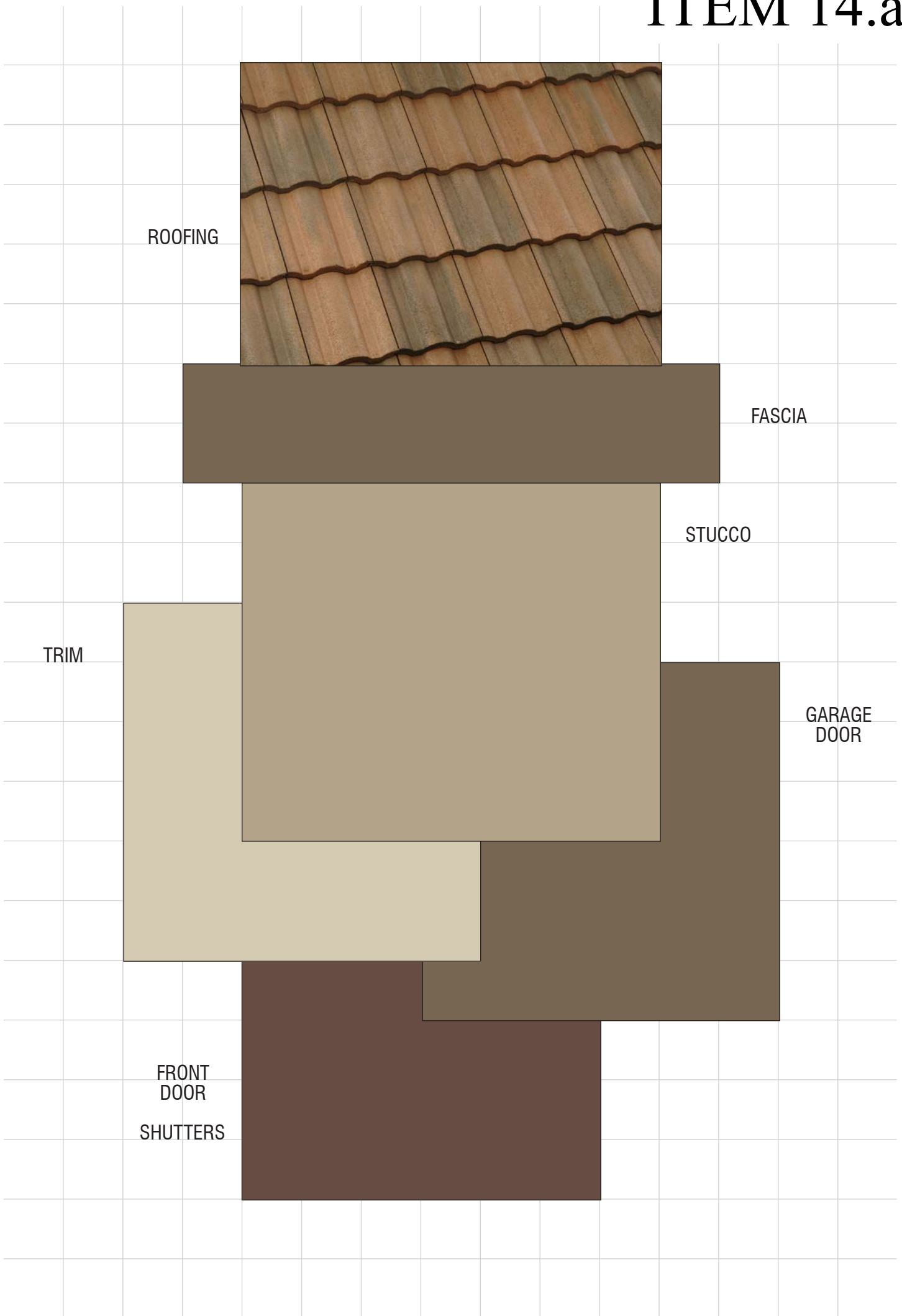
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 7B

'B' Elevations Only  
Traditional

# ITEM 14.a.



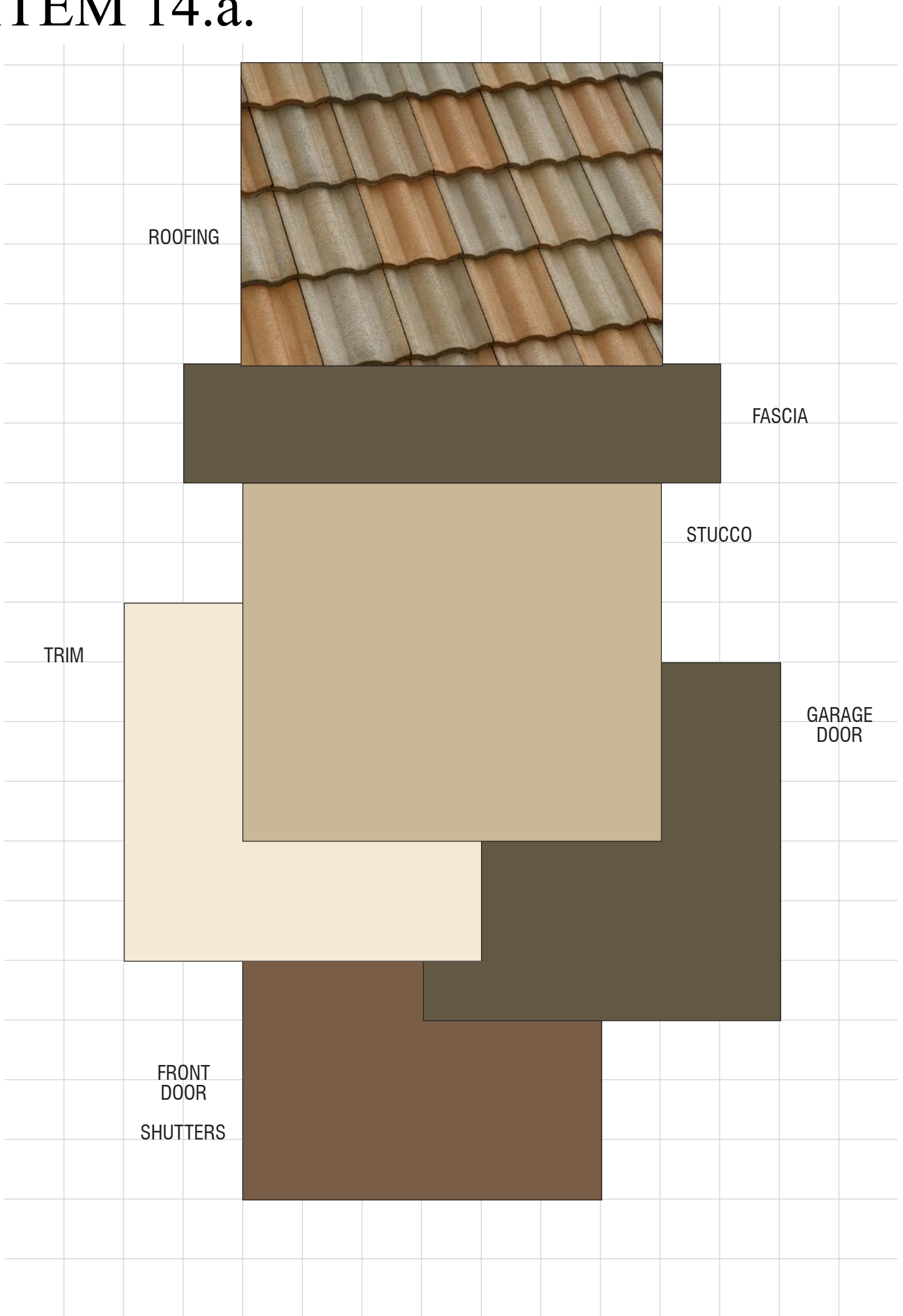
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 1D

'D' Elevations Only  
Tuscan

# ITEM 14.a.



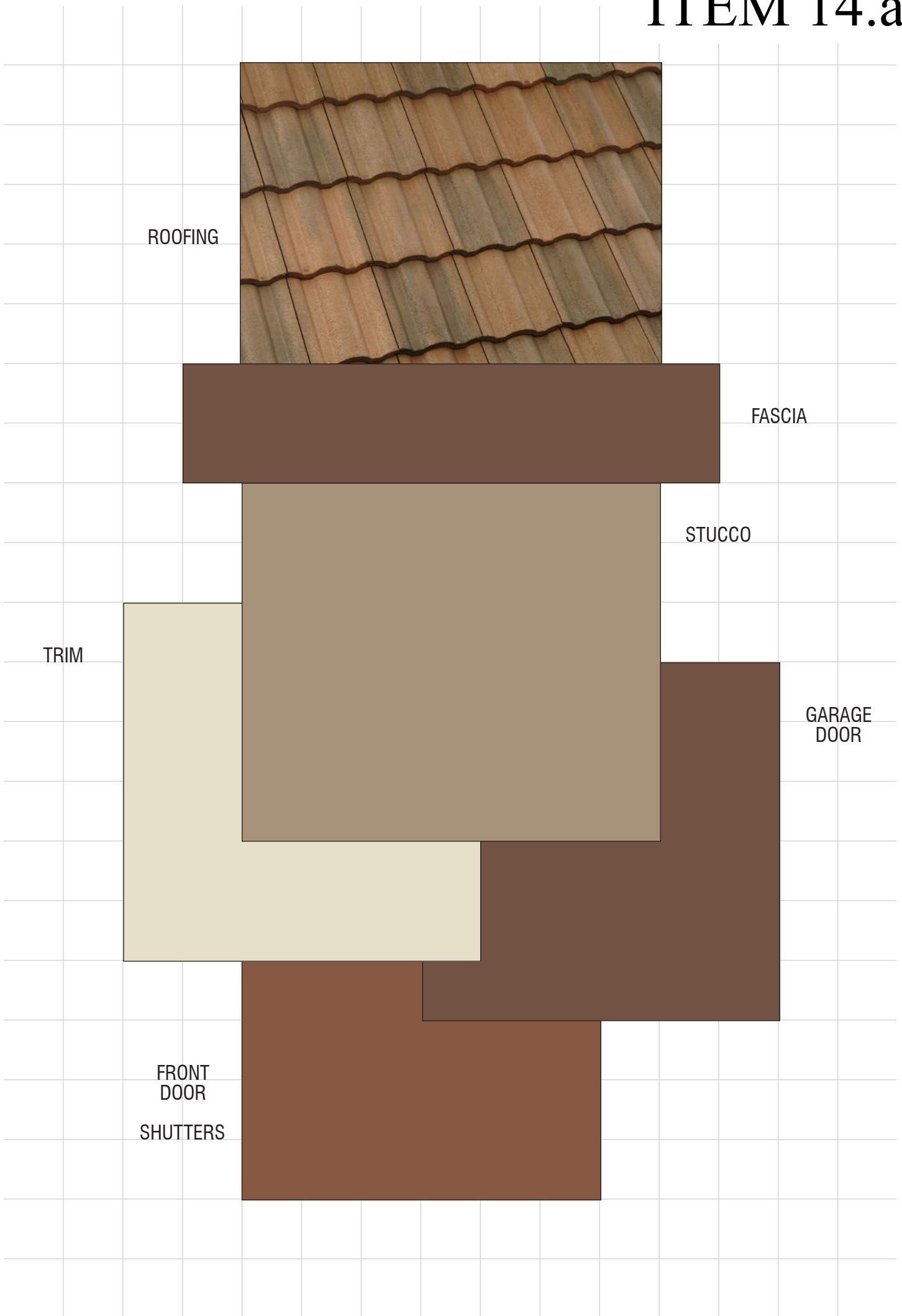
## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 2D

'D' Elevations Only  
Tuscan

# ITEM 14.a.



## PRADO

Coachella, California  
D.R. HORTON  
June 4, 2018 | 2018151

## SCHEME 6D

'D' Elevations Only  
Tuscan





## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 1 OF 9

## Exterior Color & Materials

SCHEME 2A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	2646 Sunset Blend Ref: .16 Emi: .94 A.SRI: 17	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Beaver Brown	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	1/2 A 103	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Garage Door Trim	SW 6144 Dapper Tan	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Front Door	SW 6083 Sable	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Shutters	SW 6181 Secret Garden	Sherwin Williams
<b>Prefab Pipes @ Gables</b>	SW 7705 Wheat Penny	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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# ITEM 14.a.

## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 2 OF 9

## Exterior Color & Materials

SCHEME 4A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	2680 Los Padres Blend Ref: .24 Emi: .91 A.SRI: 25	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Woodbeige	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	1/8 A 653	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Garage Door Trim	SW 7038 Tony Taupe	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Front Door	SW 7525 Tree Branch	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Shutters	SW 6223 Still Water	Sherwin Williams
<b>Prefab Pipes @ Gables</b>	SW 7705 Wheat Penny	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 3 OF 9

## Exterior Color & Materials

SCHEME 5A

'A' ELEVATIONS ONLY, SPANISH

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	SCM 8830 Albuquerque Blend Ref: .17 Emi: .90 A.SRI: 19	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Royal Brown	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	5/8 233	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Garage Door Trim	SW 6095 Toasty	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Front Door	SW 7510 Chateau Brown	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Shutters	SW 7605 Gale Froce	Sherwin Williams
<b>Prefab Pipes @ Gables</b>	SW 7705 Wheat Penny	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 4 OF 9

## Exterior Color & Materials

SCHEME 1B

'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
<b>Roofing:</b> Concrete Slate Tile	4690 Pewter Bronze Blend Ref: .17 Emi: .91 A.SRI: 16	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	30° White	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	2 1/2 92	Omega
<b>Siding Color #1</b> ( <i>applied to</i> ): Corner Boards Lap Siding	SW 6141 Softer Tan	Sherwin Williams
<b>Siding Color #2</b> ( <i>applied to</i> ): Gable Siding	SW 6143 Basket Beige	Sherwin Williams
<b>Trim Color</b> ( <i>applied to</i> ): Fascia Garage Door Trim	SW 7010 White Duck	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Front Door Shutters	SW 6048 Terra Brun	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 5 OF 9

## Exterior Color & Materials

SCHEME 4B

'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
<b>Roofing:</b> Concrete Slate Tile	4621 Tehachapi Blend Ref: .18 Emi: .89 A.SRI: 19	Eagle
<b>Gutters &amp; Downspouts</b> <i>(factory finish)</i>	30° White	Custom-Bilt Metals
<b>Stucco</b> <i>(lightlace finish)</i>	1 3/4 A 405	Omega
<b>Siding Color #1</b> <i>(applied to):</i> Corner Boards Lap Siding	SQ 15426 Match to Dunn Edwards DE 6228 Play On Gray	Sherwin Williams <i>(Contact local paint store for specified color.)</i>
<b>Siding Color #2</b> <i>(applied to):</i> Gable Siding	Match to Dunn Edwards DE 6229 Calico Rock	Sherwin Williams <i>(Contact local paint store for specified color.)</i>
<b>Trim Color</b> <i>(applied to):</i> Fascia Garage Door Trim	SW 7571 Casa Blanca	Sherwin Williams
<b>Accent Color</b> <i>(applied to):</i> Front Door Shutters	SW 6062 Rugged Brown	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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# ITEM 14.a.

## PRADO

Coachella, California

D.R. HORTON

June 4, 2018 | 2018151

PAGE 6 OF 9

## Exterior Color & Materials

SCHEME 7B

'B' ELEVATIONS ONLY, TRADITIONAL

Material	Color	Manufacturer
<b>Roofing:</b> Concrete Slate Tile	4645 Sunrise Blend Ref: .18 Emi: .93 A.SRI: 22	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Low Gloss White	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	1/2 A 72	Omega
<b>Siding Color #1</b> ( <i>applied to</i> ): Corner Boards Lap Siding	SW 7536 Bittersweet Stem	Sherwin Williams
<b>Siding Color #2</b> ( <i>applied to</i> ): Gable Siding	SW 9108 Double Latte	Sherwin Williams
<b>Trim Color</b> ( <i>applied to</i> ): Fascia Garage Door Trim	SW 7012 Creamy	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Front Door Shutters	SW 7510 Chateau Brown	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

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## PRADO

Coachella, California

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## Exterior Color & Materials

SCHEME 1D

'D' ELEVATIONS ONLY, TUSCAN

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	2645 Sunrise Blend Ref: .18 Emi: .93 A.SRI: 22	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Beaver Brown	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	3/8 1163	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Trim	SW 6141 Softer Tan	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Garage Door	SW 6103 Tea Chest	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Front Door Shutters	SW 6062 Rugged Brown	Sherwin Williams
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

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## PRADO

Coachella, California

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PAGE 8 OF 9

## Exterior Color & Materials

SCHEME 2D

'D' ELEVATIONS ONLY, TUSCAN

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	2680 Los Padres Blend Ref: .24 Emi: .91 A.SRI: 25	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Bronze	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	3/4 405	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Trim	SW 7557 Summer White	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Garage Door	SW 6153 Protege Bronze	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Front Door Shutters	SQ 15429 Match to Kelly-Moore KM 4526-5 Coffee Bar	Sherwin Williams ( <i>Contact local paint store for specified color.</i> )
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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Coachella, California

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## Exterior Color & Materials

SCHEME 6D

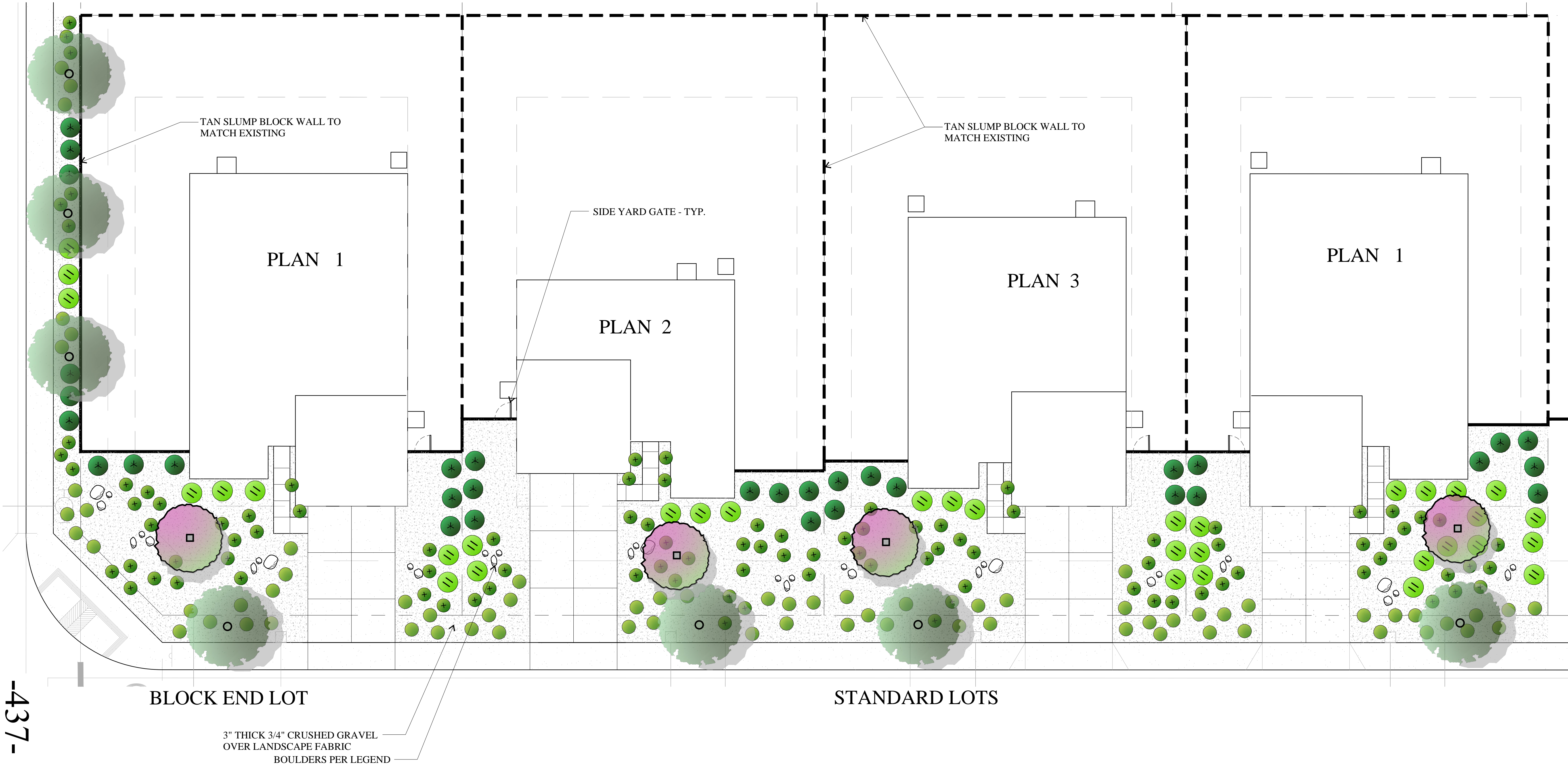
'D' ELEVATIONS ONLY, TUSCAN

Material	Color	Manufacturer
<b>Roofing:</b> Low Profile Concrete Tile	2645 Sunrise Blend Ref: .18 Emi: .93 A.SRI: 22	Eagle
<b>Gutters &amp; Downspouts</b> ( <i>factory finish</i> )	Beaver Brown	Custom-Bilt Metals
<b>Stucco</b> ( <i>lightlace finish</i> )	1 1/2 A 805	Omega
<b>Trim Color #1</b> ( <i>applied to</i> ): Trim	SW 6119 Antique White	Sherwin Williams
<b>Trim Color #2</b> ( <i>applied to</i> ): Fascia Garage Door	SW 6068 Brevity Brown	Sherwin Williams
<b>Accent Color</b> ( <i>applied to</i> ): Front Door Shutters	SQ 15242 Match to Dunn Edwards DEA 160 Hope Chest	Sherwin Williams ( <i>Contact local paint store for specified color.</i> )
<b>Garage Man Door</b>	Match Stucco Color	Sherwin Williams

NOTE: Notify WHA if any variation occurs between these schemes and the construction documents prior to purchase. Contact Brittney Bruneau (949) 250-0607.

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-437-

PLANT PALETTE									
SYM	BOTANICAL NAME	COMMON NAME	SIZE	PF	SYM	BOTANICAL NAME	COMMON NAME	SIZE	PF
<b>PALETTE 'A'</b>									
■	CERCIDIUM FLORIDUM	DESERT MUSEUM	15 GAL	L	●	PENSTEMON EATONII	FIRECRACKER PENSTEMON	1 GAL	L
					●	CONVOLVULUS CNEORUM	BUSH MORNING GLORY	1 GAL	L
					●	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GAL	L
					●	LEUCOPHYLLUM F. 'GREEN CLOUD'	TEXAS RANGER	5 GAL	L
<b>PALETTE 'B'</b>									
■	CERCIDIUM PRAECOX	PALO VERDE	15 GAL	L	●	SALVIA LEUCANTHA	PURPLE MEXICAN BUSH SAGE	1 GAL	L
					●	ARTEMISIA LUDOVICIANA	ARTEMISIA	1 GAL	L
					●	AGAVE VILMORINANA	OCTOPUS AGAVE	5 GAL	L
					●	CAESALPINA GILLIESII	YELLOW BIRD OF PARADISE	5 GAL	L
<b>PALETTE 'C'</b>									
■	RHUS LANCEA	AFRICAN SUMAC	15 GAL	M	●	BACCHARIS HYBRID 'CENTENNIAL'	CENTENNIAL COYOTE BUSH	1 GAL	L
					●	CALLIANDRA CALIFORNICA	FEATHERY SENNA	1 GAL	L
					●	AGAVE AMERICANA 'STRIATA'	CORAL ALOE	5 GAL	L
					●	LEUCOPHYLLUM F. 'GREEN CLOUD'	TEXAS RANGER	5 GAL	L
<b>PALETTE 'D'</b>									
■	GLEDISTIA TRIACANTHOS INERMIS	HONEY LOCUST 'SHADE MASTER'	15 GAL	M	●	DALEA GREGGII	TRAILING INDIGO BUSH	1 GAL	L
					●	CAESALPINA PULCHERRIMA	RED BIRD OF PARADISE	1 GAL	L
					●	NOLINA MICROCARPA	BEAR GRASS	5 GAL	L
					●	CHAMELAUCIUM 'MY SWEET SIXTEEN'	SWEET SIXTEEN WAXFLOWER	5 GAL	L
○	STREET TREE	REFER TO STREET TREE PLANS FOR STREET TREES			■	GROUND COVER SHRUB AREAS			
					■	3" THICK CRUSHED PALM SPRING GOLD GRAVEL OVER LANDSCAPE FABRIC			

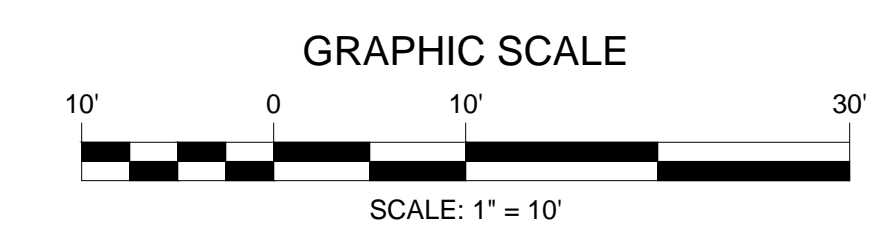
ANNUAL WATER BUDGET ALLOWANCE						
Eto	56.4					
Conv. Factor	0.62 (Gallons per s.f.)					
Conv. Factor	748 (to hundred cu. ft.)					
ETAF	0.55 Residential					
System Efficiency	0.7	Actual		DRIP	TURF DRIP	TURF SPRAY
SLA	0	Plant Factor shrub	0.81	0.35	0.35	0.75
		Plant Factor turf	0.8	0.8	0.8	0.8
Plan No.	PLAN 1	PLAN 2	PLAN 3	PLAN 1 BLE	PLAN 2 CDS	0
Shrub Area	1,663	1,607	1,546	2,092	1,257	0
Turf Spray	0	0	0	0	0	0
Turf Drip	0	0	0	0	0	0
Total Landscape	1,663	1,607	1,546	2,092	1,257	0
MAWA	31,983	30,906	29,733	40,234	24,175	0
ETWU SHRUB DRIP	16,251	15,703	15,107	20,443	12,283	0
ETWU TURF SPRAY	0	0	0	0	0	0
ETWU TURF DRIP	0	0	0	0	0	0
ETWU TOTAL	16,251	15,703	15,107	20,443	12,283	0
TURF %	0%	0%	0%	0%	0%	RDV/DI

MAWA = (Eto) (1.62) ((ETAF x LA) + ((1-ETAF) x SLA))  
 ETWU = (Eto) x .62 x .55 x LA

BOULDERS FOR STANDARD LOTS	BOULDERS FOR CORNER LOTS
DESERT SELECT 1 - 36" DIA. 3 - 18"-24" DIA. 5 - 12" DIA	DESERT SELECT 2 - 36" DIA. 4 - 18"-24" DIA. 8 - 12" DIA
AVAILABLE THRU SOUTHWEST BOULDER AND STONE	AVAILABLE THRU SOUTHWEST BOULDER AND STONE

- NOTES:
- ALL PLANT MATERIAL SHOWN IN THE LEGEND MAY NOT BE USED ON THE PROJECT BUT IS A PRELIMINARY PALETTE. FOR DESIGN INTENT. ALL PLANT MATERIAL USED ON THE PROJECT WILL FOLLOW THE CURRENT COUNTY OF RIVERSIDE COMPREHENSIVE PLANT LIST FOR CALIFORNIA FRIENDLY LANDSCAPES.
  - ALL PLANTING AREAS WILL BE SUPPLIED WITH AUTOMATIC IRRIGATION PER COUNTY OF RIVERSIDE CALIFORNIA FRIENDLY GUIDELINES. RAIN SENSORS WILL BE USED IN CONJUNCTION WITH AUTOMATIC CONTROLLERS FOR EACH LOT.
  - SLOPES WHICH EXCEED 3:1 SHALL BE PLANTED WITH ROSEMARINUS OFFICINALIS PROSTRATUS @ 24" O.C. FROM FLATS IN ADDITION TO PLANTING SHOWN ON TYPICAL FRONT YARD AND SLOPE PLANTING PLAN.

**PRADO TR32075-1**  
**DR Horton** D-R-HORTON America's Builder  
 TYPICAL FRONT YARDS



JUNE 13, 2018  
 SHEET 1 of 1



ITEM 14.a.



ENVIRONMENTAL INITIAL STUDY NO. 04-05  
MITIGATED NEGATIVE DECLARATION  
CHANGE OF ZONE NO. 04-04  
TENTATIVE TRACT MAP NO. 32075

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**58-Acre Kirkjan Project**

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LEAD AGENCY:

**City of Coachella**  
1515 Sixth Street  
Coachella, California 92236  
**Contact: Mr. Gabriel E. Papp**  
**Director of Community Development**  
(760) 398-3102

CONSULTANT:



14725 Alton Parkway  
Irvine, California 91764  
**Contact: Mr. Eddie Torres, Project Manager**  
**Environmental Services**  
(949) 855-3612

April 27, 2004

JN 20-100472

# ITEM 14.a.

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# ITEM 14.a.

## **TECHNICAL APPENDICES (Bound Under A Separate Cover)**

- A. Phase I Environmental Site Assessment
- B. Traffic Impact Analysis
- C. Biological Resources Assessment
- D. Air Quality Assessment
- E. Cultural Resources Assessment
- F. Noise Modeling



## 1.0 INTRODUCTION

Following preliminary review of the proposed Kirkjan project (Project), the City of Coachella (City) has determined that the proposed Project is subject to the guidelines and regulations of the California Environmental Quality Act (CEQA). This Initial Study addresses the direct, indirect, and cumulative environmental effects associated with the development of 232 single-family residential uses on 58 acres.

### 1.1 STATUTORY AUTHORITY AND REQUIREMENTS

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and pursuant to Section 15063 of Title 14 of the California Code of Regulations (CCR), the City of Coachella, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed project would have a significant environmental impact. If, as a result of the Initial Study, the Lead Agency finds that there is evidence that any aspect of the project may cause a significant environmental effect, the Lead Agency shall further find that an Environmental Impact Report (EIR) is warranted to analyze project-related and cumulative environmental impacts. Alternatively, if the Lead Agency finds that there is no evidence that the project, either as proposed or as modified to include the mitigation measures identified in the Initial Study, may cause a significant effect on the environment, the Lead Agency shall find that the proposed project would not have a significant effect on the environment and shall prepare a Negative Declaration for that project. Such determination can be made only if "there is no substantial evidence in light of the whole record before the Lead Agency" that such impacts may occur (Section 21080(c), Public Resources Code).

The environmental documentation, which is ultimately selected by the City of Coachella in accordance with CEQA, is intended as an informational document undertaken to provide an environmental basis for subsequent discretionary actions upon the project. The resulting documentation is not, however, a policy document and its approval and/or certification neither presupposes nor mandates any actions on the part of those agencies from whom permits and other discretionary approvals would be required.

The environmental documentation and supporting analysis is subject to a public review period. During this review, public agency comments on the document relative to environmental issues should be addressed to the City of Coachella. Following review of any comments received, the City of Coachella will consider these comments as a part of the project's environmental review and include them with the Initial Study documentation and administrative record for consideration by the City of Coachella.

### 1.2 PURPOSE

The purpose of the Initial Study is to: (1) identify environmental impacts; (2) provide the Lead Agency with information to use as the basis for deciding whether to prepare an EIR or Negative Declaration; (3) enable an applicant or Lead Agency to modify a project, mitigating adverse impacts before an EIR is prepared; (4) facilitate environmental assessment early in the design of the project; (5) provide documentation of the factual basis for the finding in a Negative Declaration that a project would not have a significant environment effect; (6) eliminate needless EIRs; and (7) determine whether a previously prepared environmental document could be used for the project.

Section 15063 of the State CEQA Guidelines identifies specific disclosure requirements for inclusion in an Initial Study. Pursuant to those requirements, an Initial Study shall include: (1) a description of the project, including the location of the project; (2) an identification of the environmental setting; (3) an identification of environmental effects by use of a checklist, matrix or other method, provided that entries on a checklist or other form are briefly explained to indicate that there is some evidence to support the entries; (4) a discussion of ways to mitigate significant effects identified, if any; (5) an examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls; and (6) the name of the person or persons who prepared or participated in the preparation of the Initial Study.

### 1.3 CONSULTATION

As soon as the Lead Agency has determined that an Initial Study would be required for the Project, the Lead Agency is directed to consult informally with all Responsible Agencies and Trustee Agencies that are responsible for resources affected by the Project, in order to obtain the recommendations of those agencies as to whether an EIR or Negative Declaration should be prepared for the Project. Following receipt of any written comments from those agencies, the Lead Agency would consider any recommendations of those agencies in the formulation of the recommended mitigation measures. The City will consider recommendations from Responsible Agencies, Trustee agencies and other parties as part of the IS/MND 30-day public review period. As stated in the Notice of Availability, CEQA requires that any Responsible or Trustee agencies provide comments relative to their statutory area of responsibility, and that any recommended mitigation measures include recommended monitoring requirements and suggestions for potential feasible Project alternatives. The City has experience in successfully working with the various affected public agencies, and will also consult with and/or secure applicable permits or approvals from the necessary agencies as part of Project implementation (see Section 3.1 for a listing of other anticipated permits or approvals).

### 1.4 INCORPORATION BY REFERENCE

Pertinent documents relating to this Initial Study have been cited and incorporated, in accordance with Sections 15148 and 15150 of the CEQA Guidelines, to eliminate the need for inclusion of voluminous engineering and technical reports within the EIR. Of particular relevance are those previous EIRs that present information regarding descriptions of environmental settings, future development-related growth and cumulative impacts. This Initial Study/Mitigated Negative Declaration has incorporated by reference the *City of Coachella General Plan Environmental Impact Report*, the *City of Coachella General Plan*, and the *County of Riverside Comprehensive General Plan*. These planning and environmental clearance documents include background information regarding environmental conditions, as well as policies and information related to the proposed Project. These documents were utilized throughout this Initial Study/Mitigated Negative Declaration and are available for review at the City of Coachella Community Development Department, located at 1515 Sixth Street, Coachella, California, 92236.

#### **City of Coachella General Plan 2000 Environmental Impact Report (SCH #96071011), March 1997**

The City of Coachella General Plan 2000 EIR presents environmental impacts and mitigation measures in order to ensure successful implementation of the Coachella General Plan. The study area for the General Plan EIR includes the incorporated City of Coachella, its Sphere of Influence (SOI), and other surrounding areas that could ultimately become part of the City and therefore have an effect on the planning process in the City. The boundaries of the Planning

Area were chosen by the City to assure that adequate data would be available for analyzing the future growth of the City and its environs, and for the analysis of future services and infrastructure, circulation and traffic, compatibility of land uses in outlying areas and environmental concerns. The lands included within the Planning Area boundary were not limited to those included within the City of Coachella's currently adopted SOI. The areas included were chosen based upon their importance to Coachella's future. The availability of environmental and general planning data for the whole planning area assures the ability to respond to future issues with consistent information. The General Plan environmental analysis included biological and archaeological information for the General Plan Study Area. The General Plan EIR identified unavoidable significant impacts for the following areas; land use; biotic resources; air quality; noise; water consumption; energy and educational facilities.

#### **City of Coachella General Plan 2000**

The City of Coachella General Plan 2000 is a policy planning document which provides a long-range, comprehensive plan for the physical development of the jurisdiction and any land outside its boundaries which the agency deems relevant for planning purposes. The General Plan for the City is a compilation of the goals, policies, and objectives that will guide the physical development of the City, and in those areas which the City considers within its planning purview (i.e., existing spheres of influence and surrounding study area). The 2000 General Plan expresses community development goals for the distribution of future land uses.

#### **County of Riverside Comprehensive General Plan, Amended through December 1989**

Riverside County, an area of 7,310 square miles, stretches from the Colorado River, 200-miles west to the Los Angeles metropolitan area and to within 10 miles of the Pacific Ocean. Riverside County includes 19 incorporated cities, dozens of unincorporated communities, and substantial amounts of state and federally controlled areas such as parks, wildlife areas, and other public lands. The Comprehensive General Plan is designed to provide an administrative guideline for the County in providing services for the residents of the County. This is accomplished through the County's implementation of the General Plan's Administrative Element and the programs located in the other Elements of the Plan. The Comprehensive General Plan is also used to determine appropriate land uses for sites located within the County. In conjunction with this use, development proposals are reviewed for consistency with the Comprehensive General Plan.

## 2.0 PROJECT DESCRIPTION

### 2.1 PROJECT LOCATION/SETTING

The City of Coachella is located in the southwestern portion of the Coachella Valley in eastern Riverside County, California (refer to Exhibit 1, *Regional Vicinity Map*). The Coachella Valley straddles the southern edge of the Mojave Desert and the northern edge of the Colorado Desert. The 58-acre Project site is located in the western portion of the City of Coachella and is bounded by Avenue 50 to the north, vacant land and Frederick Street to the east, Avenue 51 to the south and vacant land and Van Buren Street to the west (refer to Exhibit 2, *Site Vicinity Map*). The Project site is west of State Route 86 (SR-86) and approximately 1.5 miles southwest of Interstate 10 (I-10). The Project site is currently zoned Agriculture Transition (A-T).

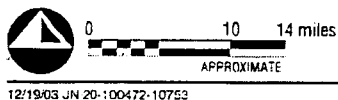
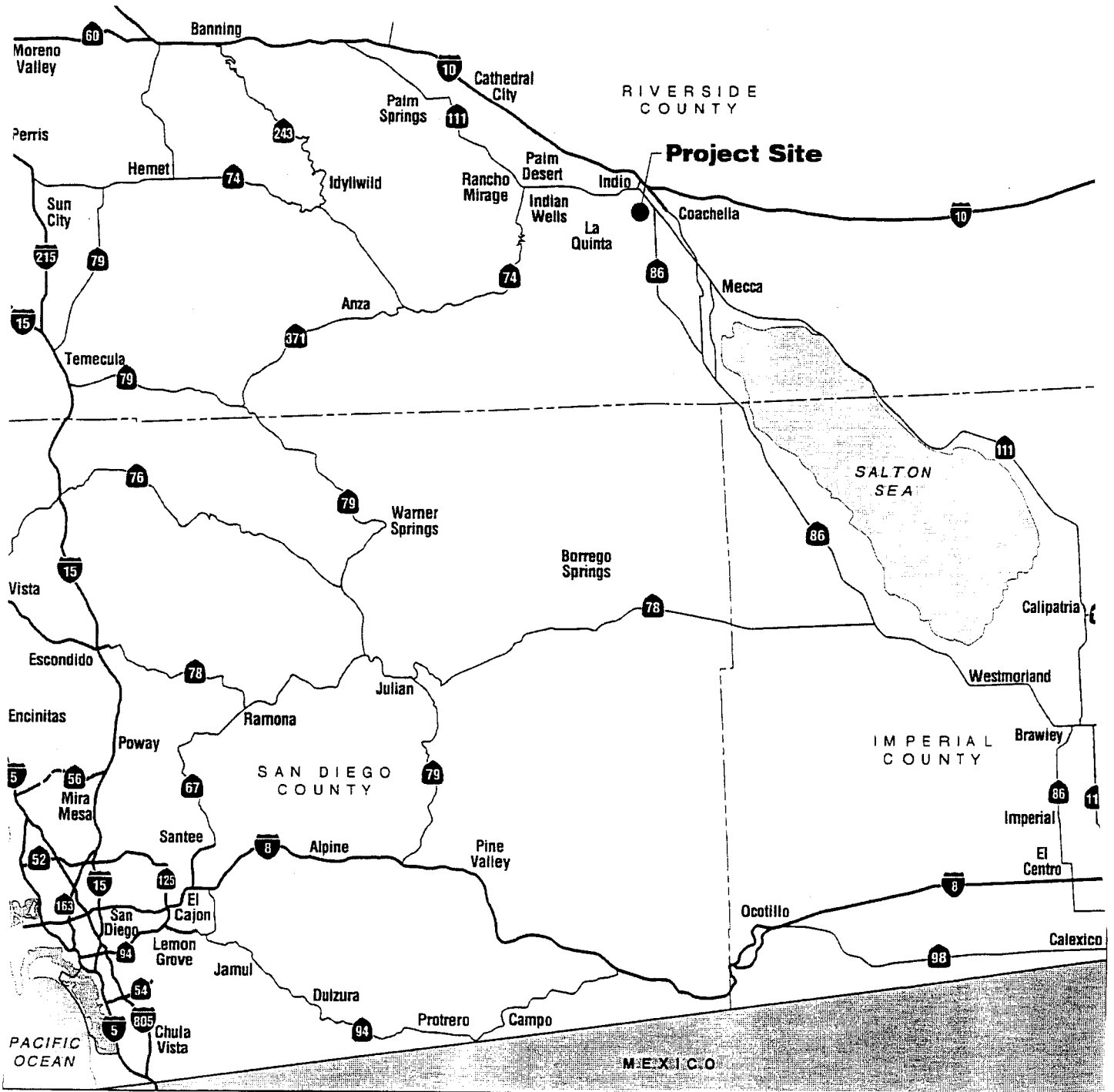
### 2.2 PROJECT CHARACTERISTICS

The proposed Project would involve redesignating the Project site to R-S (Residential Single-Family Zone), in order to be developed with 232 single-family dwelling units (refer to Exhibit 3, *Preliminary Site Plan*). Site access is proposed at one full-access location and two right-in-right-out only access locations on Avenue 50 and one full-access location on Avenue 51.

### 2.3 PROJECT PHASING

The proposed Project is anticipated to begin construction in early 2005. The Project would be developed in one phase and is anticipated to take approximately 12 months for completion.

Exhibit 1, Regional Vicinity Map

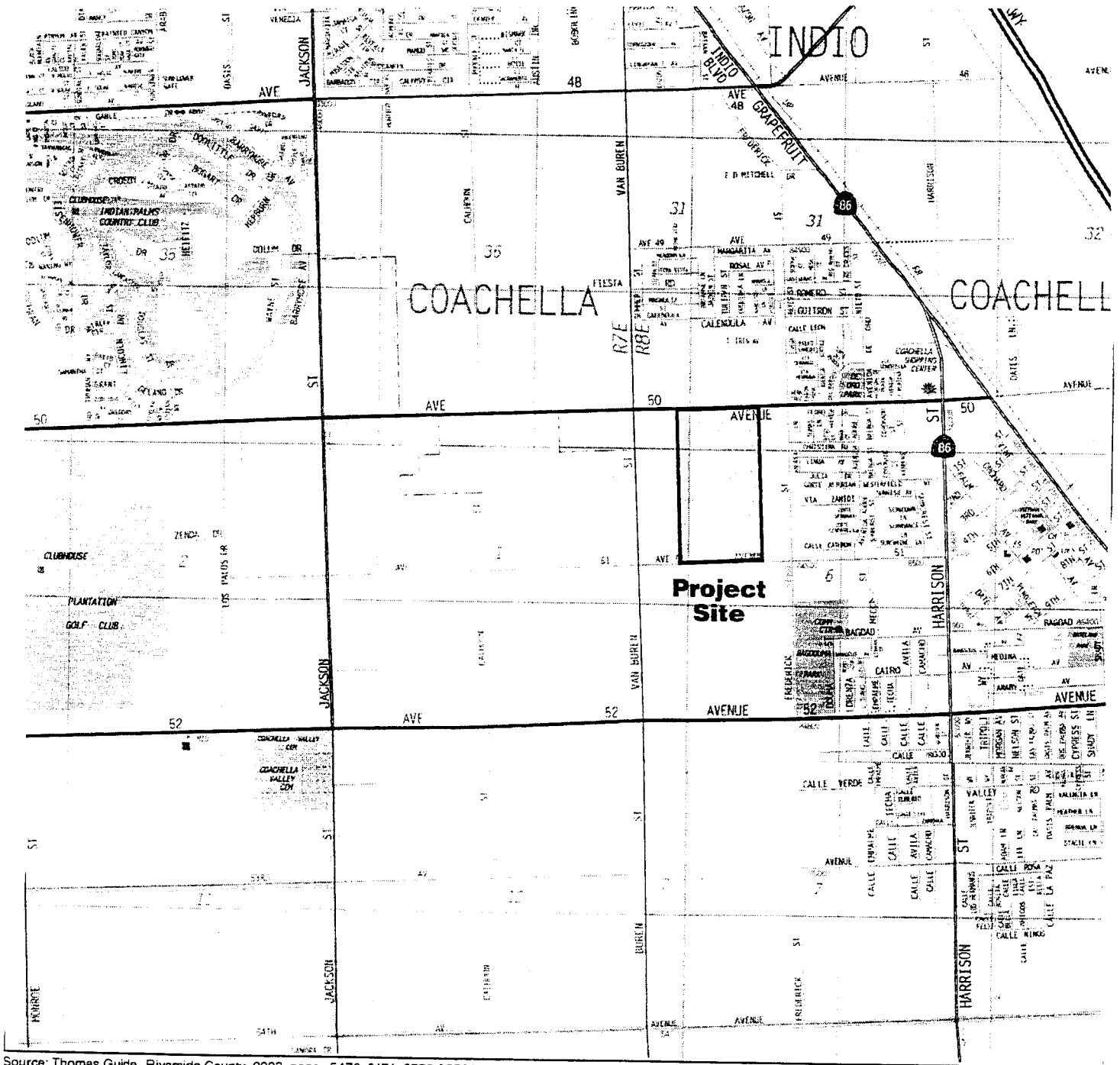


12/19/03 JN 20-100472-10753

KIRKJAN PROJECT  
**Regional Vicinity**

Exhibit 1

Exhibit 2, Site Vicinity Map



Source: Thomas Guide, Riverside County, 2003, pages 5470, 5471, 5530 & 5531.

**RBF**  
CONSULTING

0 2500'  
APPROXIMATE

12/22/03 JN 20-100472-10753

KIRKJAN PROJECT  
**Site Vicinity**

Exhibit 2

IN THE CITY OF OROVELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

**CHANGE OF ZONE**  
 BEING A PORTION OF THE NORTHWEST QUARTER  
 OF SECTION 1, T.18S., R.7E., SAN BERNARDINO MERIDIAN

**RBF**  
 CONSULTANTS  
 APRIL, 2004

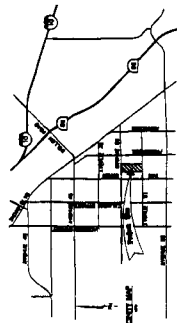
EXISTING SINGLE  
 FAMILY HOUSE

EXISTING A-T

EXISTING A-T  
 PROPOSED R-S  
 APPROX. 58.05 ac

TRACT 30018  
 EXISTING R-PUD

EXISTING A-T



**CITY ENGINEER'S OFFICE**

PROPOSED PROJECT/ZONE, ETC.  
 DATE OF REVIEW: [ ] [ ] 00  
 COMMENTS: [ ]

**CITY ENGINEER'S OFFICE**  
 PROPOSED PROJECT/ZONE, ETC.  
 DATE OF REVIEW: [ ] [ ] 00  
 COMMENTS: [ ]

**CITY ENGINEER'S OFFICE**  
 PROPOSED PROJECT/ZONE, ETC.  
 DATE OF REVIEW: [ ] [ ] 00  
 COMMENTS: [ ]

AVENUE 51

AVENUE 50

**RBF**  
 CONSULTANTS  
 PLANNING & DESIGN  
 RIVERSIDE, CALIFORNIA

NO.	REVISION	DATE	BY	CHECKED

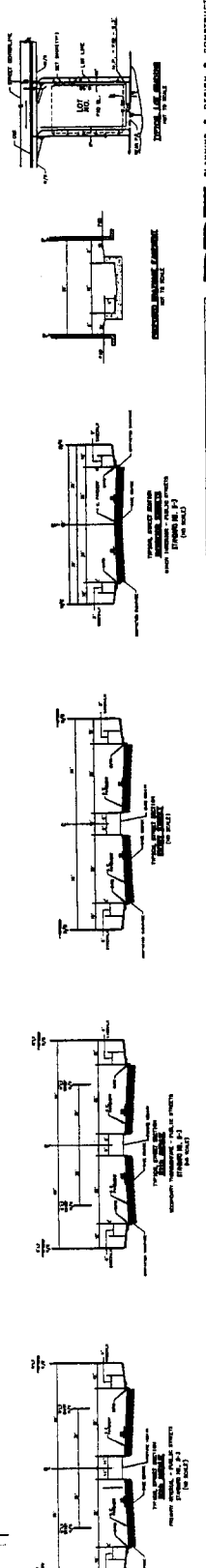
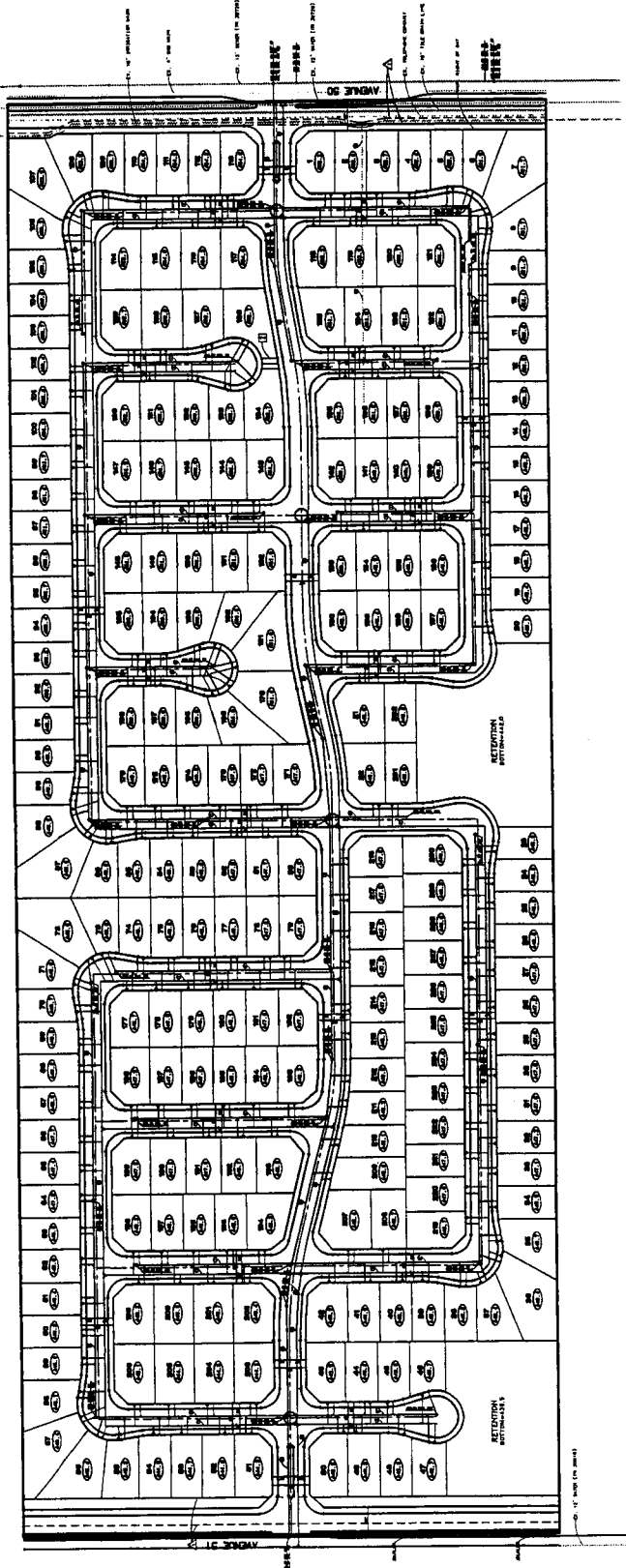
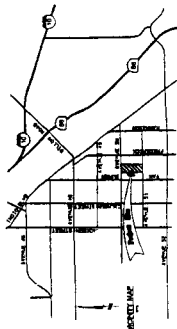
# ITEM 14.a.

IN THE CITY OF CONGELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**PRELIMINARY WATER AND SEWER PLAN**  
**TENTATIVE TRACT MAP NO. 32075**

BEING A PORTION OF THE NORTHEAST QUARTER  
 OF SECTION 14, T.18N., R.7E., S.W. BOUNDING MERIDIAN

**RBF**  
 CONSULTING

APRIL, 2004



**LEGEND**

**BOUNDARY**

**PROPOSED**

**EXISTING**

**REVISIONS**

**NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

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4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR SEWER AND WATER MAINS, AND THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR STRUCTURES.

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**RBF**  
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NO.	DATE	DESCRIPTION



### 3.0 INITIAL STUDY CHECKLIST

#### 3.1 BACKGROUND

<b>Project Title:</b> 58-Acre Kirkjan Property
<b>Lead Agency Name and Address:</b> City of Coachella 1515 Sixth Street Coachella, CA 92236
<b>Contact Person and Phone Number:</b> City of Coachella Gabriel E. Papp Director of Community Development (760) 398-3102
<b>Project Location:</b> The 58-acre Project site is located in the western portion of the City of Coachella and is bounded by Avenue 50 to the north, Van Buren Street to the west, Avenue 51 to the south and Frederick Street to the east.
<b>Project Sponsor's Name and Address:</b> Steve Hyman Westshore Development, LLC 38-858 Lobelia Drive Palm Desert, CA 92211
<b>General Plan Designation:</b> RL (Low Density Residential 0-6du/ac)
<b>Zoning:</b> A-T (Agriculture Transition)
<b>Description of the Project:</b> (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support or off-site features necessary for its implementation.)  The proposed Project would involve development of 232 single-family dwelling units. The proposed Project would require a zone change from A-T (Agriculture-Transition) to R-S (Low-Density Residential).
<b>Surrounding Land Uses and Setting:</b> The 58-Acre Project site is bounded by Avenue 50 to the north, vacant land and Van Buren Street to the west, vacant land and Avenue 51 to the south and Frederick Street to the east.
<b>Other public agencies whose approval is required (e.g., permits, financing approval or participation agreement).</b>  City of Coachella Planning Commission City of Coachella City Council City of Coachella Sanitary District City of Coachella Fire Department District

**3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below would be potentially affected by this Project, involving at least one impact that is a “Potentially Significant Impact” or “Less than Significant Impact With Mitigation”, as indicated by the checklist on the following pages.

	Aesthetics		Agricultural Resources	✓	Air Quality
✓	Biological Resources	✓	Cultural Resources	✓	Geology/Soils
✓	Hazards & Hazardous Materials	✓	Hydrology/Water Quality	✓	Land Use/Planning
	Mineral Resources	✓	Noise		Population/Housing
✓	Public Services		Recreation	✓	Transportation/Traffic
✓	Utilities/Service Systems		Mandatory Findings of Significance		

**3.3 EVALUATION OF ENVIRONMENTAL IMPACTS**

This section analyzes the potential environmental impacts associated with the proposed Project. The issue areas evaluated in this Initial Study include:

- Aesthetics
- Agriculture Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities & Service Systems

The environmental analysis in this section is patterned after the Initial Study Checklist recommended by the City of Coachella’s CEQA Guidelines and used by the City in its environmental review process. For the preliminary environmental assessment undertaken as part of this Initial Study’s preparation, a determination that there is a potential for significant effects indicates the need to more fully analyze the development’s impacts and to identify mitigation.

For the evaluation of potential impacts, the questions in the Initial Study Checklist are stated and an answer is provided according to the analysis undertaken as part of the Initial Study. The analysis considers the long-term, direct, indirect, and cumulative impacts of the proposed residential development. To each question, there are four possible responses:

- **No Impact.** The project will not have any measurable environmental impact on the environment.
- **Less Than Significant Impact.** The project will have the potential for impacting the environment, although this impact will be below established thresholds that are considered to be significant.
- **Potentially Significant Impact Unless Mitigation Incorporated.** The project will have the potential to generate impacts which may be considered as a significant effect on the environment, although mitigation measures or changes to the project's physical or operational characteristics can reduce these impacts to levels that are less than significant.
- **Potentially Significant Impact.** The project will have impacts which are considered significant, and additional analysis is required to identify mitigation measures that could reduce these impacts to less than significant levels.

Where potential impacts are anticipated to be significant, mitigation measures will be required, so that impacts may be avoided or reduced to insignificant levels.

# ITEM 14.a. project

	Potentially Significant Impact	Less Than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
<b>1. AESTHETICS.</b> <i>Would the project:</i>				
a. Have a substantial adverse effect on a scenic vista?			✓	
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			✓	
c. Substantially degrade the existing visual character or quality of the site and its surroundings?			✓	
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✓	
<b>2. AGRICULTURAL RESOURCES.</b> <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:</i>				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?			✓	
b. Conflict with existing zoning for agricultural use, or a Williamson act contract?			✓	
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?			✓	
<b>3. AIR QUALITY.</b> <i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:</i>				
a. Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		✓		
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?			✓	
e. Create objectionable odors affecting a substantial number of people?			✓	

<b>4. BIOLOGICAL RESOURCES. Would the project:</b>					
a.	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		✓		
b.	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				✓
c.	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d.	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?		✓		
e.	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f.	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?		✓		
<b>5. CULTURAL RESOURCES. Would the project:</b>					
a.	Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?		✓		
b.	Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?		✓		
c.	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
d.	Disturb any human remains, including those interred outside of formal cemeteries?				✓
<b>6. GEOLOGY AND SOILS. Would the project:</b>					
a.	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
	1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓

# ITEM 14.a.

2) Strong seismic ground shaking?		✓		
3) Seismic-related ground failure, including liquefaction?		✓		
4) Landslides?			✓	
b. Result in substantial soil erosion or the loss of topsoil?		✓		
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?		✓		
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			✓	
<b>7. HAZARDS AND HAZARDOUS MATERIALS: Would the project:</b>				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		✓		
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			✓	
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				✓
<b>8. HYDROLOGY AND WATER QUALITY. Would the project</b>				
a. Violate any water quality standards or waste discharge requirements?		✓		

b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or situation on- or off-site?				✓
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				✓
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?		✓		
f. Otherwise substantially degrade water quality?			✓	
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?			✓	
h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j. Inundation by seiche, tsunami, or mudflow?				✓
<b>9. LAND USE AND PLANNING. Would the project:</b>				
a. Physically divide an established community?			✓	
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			✓	
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?		✓		
<b>10. MINERAL RESOURCES. Would the project:</b>				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				✓

# ITEM 14.a.

project

Environmental Initial Study No. 04-05 /Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075

<b>11. NOISE. Would the project result in:</b>				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		✓		
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			✓	
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				✓
<b>12. POPULATION AND HOUSING. Would the project:</b>				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
<b>13. PUBLIC SERVICES.</b>				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1) Fire protection?			✓	
2) Police protection?			✓	
3) Schools?		✓		
4) Parks?		✓		
5) Other public facilities?				✓



<b>14. RECREATION.</b>				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?		✓		
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<b>15. TRANSPORTATION/TRAFFIC. Would the project:</b>				
a. Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?		✓		
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?		✓		
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?		✓		
e. Result in inadequate emergency access?			✓	
f. Result in inadequate parking capacity?			✓	
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				✓
<b>16. UTILITIES AND SERVICE SYSTEMS. Would the project:</b>				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		✓		
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		✓		
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?		✓		
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✓	

# ITEM 14.a.

project

*Environmental Initial Study No. 04-05 /Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075*

f.	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			✓	
g.	Comply with federal, state, and local statutes and regulations related to solid waste?			✓	
<b>17. MANDATORY FINDINGS OF SIGNIFICANCE.</b>					
a.	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	
b.	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			✓	
c.	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

### 3.4 MITIGATION MEASURES

#### Air Quality

AQ1 All off-road construction equipment shall use aqueous diesel fuel.

AQ2 During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified in the South Coast Air Quality Management Districts Rules and Regulations.

Comply with AQMD Rule 403, particularly to minimize fugitive dust and noise to surrounding areas. SCAQMD Rule 403.1, as amended, should be adhered to, ensuring the clean up of the construction-related dirt on approach routes to the site, and the application of water and/or chemical dust retardants that solidify loose soils, should be implemented for construction vehicle access, as directed by the City Engineer. This should include covering, watering or otherwise stabilizing all inactive soil piles (left more than 10 days) and inactive graded areas (left more than 10 days).

- On-site vehicle speed will be limited to 15 miles per hour.
- All material excavated or graded will be sufficiently watered to prevent excessive amounts of dust. Watering will occur at least twice daily with complete coverage, preferable in the late morning and after work is done for the day.
- Unpaved haul roads shall be watered at least twice daily.
- All material transported on-site or off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earth moving, or excavation operations will be minimized so as to prevent excessive amounts of dust.
- These control techniques will be indicated in Project specifications. Compliance with this measure will be subject to periodic site inspections by the City.

AQ3 Project grading plans shall show the duration of construction. Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Compliance with this measure will be subject to periodic inspections of construction equipment vehicles by the City.

AQ4 All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.

**Biological Resources**

BIO1 Spring botanical surveys shall be conducted during Spring 2004 assuming appropriate weather conditions occur (i.e., appropriate rainfall) to determine if special status plant species are present or absent. If no special status plant species are identified within the study area, no further mitigation shall be required. If a sizeable population of special status plant species is located within the study area, mitigation shall be developed through either a conservation easement or mitigation plan. The mitigation plan shall include the following requirements:

- A pre-construction survey conducted during the peak flowering period for each respective special status plant potentially occurring on the Project site shall be conducted by the Project biologist the spring prior to grading.
- If a large population of special status plants (as determined by USFWS staff) is found during these surveys, the limits of each impacted location shall be clearly delineated with lath and brightly colored flagging.
- The locations of special status plants shall be monitored every two weeks by the Project biologist to determine when the seeds are ready for collection. A qualified seed collector shall collect all of the seeds from the plants to be impacted when the seeds are ripe. The seeds shall be cleaned and stored by a qualified nursery or institution with appropriate storage facilities.
- Following the seed collection, the top 12 inches of topsoil from special status plant populations shall be scraped, stockpiled and used in the selected mitigation location agreed upon by the City and the Project biologist.
- The mitigation plan shall include detailed descriptions of maintenance appropriate for the Project site, monitoring requirements and annual reports requirements and shall have the full authority to suspend any operation on the Project site which is, in the qualified biologist's opinion, not consistent with the mitigation plan.
- The performance criteria developed in the mitigation plan shall include requirements for a minimum of 60 percent germination of the number of plants impacted. The performance criteria shall also include percent cover, density and seed production requirements. These criteria shall be developed by the Project biologist following habitat analysis of an existing habitat. This information shall be recorded by a qualified biologist.
- If the germination goal of 60 percent is not achieved following the first season, remediation measures shall be implemented and additional seeding may be necessary. Remedial measures would include at a minimum: soils testing, control of invasive species, soil amendments and physical disturbance (to provide scarification of the seed) of the planted areas by raking or similar actions. Additional mitigation measures may be suggested as determined necessary by the Project biologist.
- Potential seed sources from additional donor sites shall also be identified in case it becomes necessary to collect additional seed for use on the Project site following performance of remedial measures.

BIO2 In order to avoid impacts to an occupied burrowing owl burrow, focused surveys shall be conducted prior to commencement of clearing or grading operations on the Project site. Additionally, if clearing or grading operations are planned during the breeding season for any of these species, a breeding raptor survey shall be conducted prior to any clearing or grading activities.

Surveys for burrowing owl shall be conducted according to a protocol prepared by the Burrowing Owl Consortium of the Santa Cruz Predatory Bird Research Group. Surveys shall be conducted by walking through suitable habitat over the entire Project site and in areas within approximately 500 feet of the Project impact zone. Any active burrows found during survey efforts shall be mapped on the construction plans. If no active burrowing owl burrows are found, no further mitigation is required. Results of the surveys shall be provided to the CDFG.

BIO3 If burrowing owl nest sites are found, the following restrictions on construction are required between March 1 and August 31 (or until nests are no longer active as determined by a qualified biologist):

- Clearing limits shall be established with a minimum of 250 feet, or as otherwise determined by a qualified biologist, in any direction from any occupied burrow exhibiting nesting activity; and
- Access and surveying shall not be allowed within 100 feet of any burrow exhibiting nesting activity. Any encroachment into the 250/100-foot buffer area around the known nest is allowed only if it is determined by a qualified biologist that the proposed activity shall not disturb the nest occupants.

If construction occurs outside of the breeding season, exclusion of burrowing owls from their burrow is a practice generally accepted by the CDFG. Exclusion of burrowing owls involves placement of one-way doors at the opening of known occupied burrows to allow egress from and preventing ingress to the burrow. In this manner the burrowing owl is forced to look for another suitable roosting location. One-way doors should be left in place for 48 hours to ensure owls have left the burrow before excavation. Whenever possible, burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe or burlap bags shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

BIO4 Surveys for the Coachella Valley round-tailed ground squirrel shall be conducted according to guidelines provided by the USFWS and consist of the following:

- A minimum of three surveys conducted between May 1 and July 31;
- Each survey must be conducted from one hour after sunrise to four hours after sunrise;
- Temperatures in the shade must range from 80 degrees to 91.4 degrees Fahrenheit (27 degrees to 33 degrees Centigrade);
- Wind speeds must be low; and

- 100 percent of the study area must be covered, using walking transects spaced approximately 32 feet (10 meters) apart.

BIO5 Adequate fees shall be paid according to the adopted Multiple Species Habitat Plan (MSHCP) and Natural Community Conservation Plan (NCCP) shall it become adopted prior to Project development.

### **Cultural Resources**

CUL1 Prior to construction, the applicant shall hire a certified archaeologist to observe grading/ major trenching activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall establish, in cooperation with the City, procedures for temporarily halting or redirecting work to permit sampling, identification and evaluation of the artifacts, as appropriate. If the archaeological resources are found to be significant, the archaeologist shall determine appropriate actions, in consultation with the City, for exploration and/or salvage.

### **Geology and Soils**

GEO1 All structures shall be designed as confirmed during the building design plan checking, to withstand anticipated groundshaking caused by future earthquakes within an acceptable level of risk (i.e., high risk zone), as designated by the City's latest adopted edition of the Uniform Building Code.

GEO2 Prior to the issuance of a grading permit, a site specific geologic and soils report shall be prepared by a registered geologist or soils engineer and submitted to the City Building and Safety Division for approval. The report shall specify design parameters necessary to remediate any soil and geologic hazards.

GEO3 All grading, landform modifications and construction shall be in conformance with state-of-the-practice design and construction parameters. Typical standard minimum guidelines regarding regulations to control excavations, grading, earthwork construction, including fills and embankments and provisions for approval of plans and inspection of grading construction are set from the latest version of the Uniform Building Code. Compliance with these standards shall be evident on grading and structural plans. This measure shall be monitored by the City Building and Safety Division through periodic site inspections.

GEO4 Type 5 cement shall be used for all foundations and slabs on grade.

GEO5 Precise grading plans shall include an Erosion, Siltation and Dust Control Plan to be approved by the City Building Division. The Plan's provisions may include sedimentation basins, sand bagging, soil compaction, revegetation, temporary irrigation, scheduling and time limits on grading activities, and construction equipment restrictions on-site. This plan shall also demonstrate compliance with South Coast Air Quality Management District Rule 403, which regulates fugitive dust control.

GEO6 As soon as possible following the completion of grading activities, exposed soils shall be seeded or vegetated seed mix and/or native vegetation to ensure soil stabilization.

#### **Hazards and Hazardous Materials**

HAZ1 Any hazardous waste that is generated on-site shall be transported to an appropriate disposal facility by a licensed hauler in accordance with the appropriate State and Federal laws.

HAZ2 All miscellaneous vehicles, maintenance equipment and materials, construction/irrigation materials, miscellaneous stockpiled debris, 1 and 5-gallon containers, construction/irrigation materials, and former agricultural equipment, should be removed off-site and properly disposed of at an approved landfill facility. Once removed, a visual inspection of the areas beneath the removed materials should be performed. Any stained soils observed underneath the removed materials should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.

HAZ3 Soil sampling should be performed within the maintenance yard to characterize the extent of contamination associated with the surficial soil staining. Soil should be removed and disposed of at an appropriate landfill facility in accordance with state and federal requirements.

HAZ4 The majority of the Project site has been historically utilized for agricultural purposes for several decades and may contain pesticide residues in the soil. Soil sampling should occur throughout the Project site, including the maintenance and staging areas. The sampling will determine if pesticide concentrations exceed established regulatory requirements and will identify proper handling procedures that may be required.

HAZ5 The terminus of all undocumented pipes should be defined. The primary concern with pipes that extend into the ground surface is the potential for the pipe(s) to act as a ventilation apparatus for a UST. Should USTs be present, the USTs should be removed and properly disposed of at an approved landfill facility. Once the UST is removed, a visual inspection of the areas beneath and around the removed UST should be performed. Any stained soils observed underneath the UST should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.

HAZ6 The location of the two former USTs should be defined since no closure/removal records were found during this Assessment. Once identified, soil sampling should be performed within the former UST areas to characterize the extent of contamination (if any) associated with the former USTs staining.

HAZ7 The on-site water well should be properly removed and abandoned pursuant to the latest procedures required by the local agency with closure responsibilities for the wells. Any associated equipment should be removed off-site properly disposed of at a permitted landfill. A visual inspection of the areas beneath the removed materials (if present) should be performed.

- HAZ8 A visual inspection of the interior the on-site structure is recommended. In the event that hazardous materials are encountered, they should be properly tested and then properly disposed of pursuant to State and Federal regulations.
- HAZ9 Any transformers to be removed/relocated should be conducted under the purview of the local utility purveyor to identify property handling procedures regarding potential PCBs.
- HAZ10 Based upon the year the existing structure located on the Project site was built (prior to 1978), asbestos-containing materials and lead-based paint may be present within the existing on-site structures and would need to be handled properly prior to remodeling or demolition activities.
- HAZ11 If unknown wastes or suspect materials are discovered during construction by the contractor which he/she believes may involve hazardous waste/materials, the contract shall:
- Immediately stop work in the vicinity of the suspected contaminant, removing workers and the public from the area;
  - Notify the Project Engineer of the implementing Agency;
  - Secure the area a directed by the Project Engineer; and
  - Notify the implementing agency's Hazardous Waste/Materials Coordinator.

#### Hydrology and Water Quality

- HYD1 The applicant shall obtain a Notice of Intent from the State of California Regional Water Quality Control Board, as the approximately 58-acre proposed Project would result in the disturbance of one or more acres. A copy of the Notice of Intent acknowledgement from the State of California Regional Water Quality Control Board must be submitted to the City of Coachella before issuance of grading permits.
- HYD2 Prior to the issuance of grading permits, Best Management Practices (BMPs) shall be developed in compliance with the City of Coachella and the Coachella Valley Water District NPDES Permit. Specific measures shall include:
- Siltation of drainage devices shall be handled through a maintenance program to remove silt/dirt from channels and parking areas;
  - Surplus or waste materials from construction shall not be placed in drainage ways or within the 100-year floodplain surface waters;
  - All loose piles of soil, silt, clay, sand, debris or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the State;
  - During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff;



- Stabilizing agents such as straw, wood chips and/or soil sealant/dust retardant shall be used during the interim period after grading in order to strengthen exposed soil until permanent solutions are implemented; and
- Revegetated areas shall be continually maintained in order to assure adequate growth and root development.

- HYD3 The applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP), which identifies construction and post construction BMPs to the City for review and approval.
- HYD4 Prior to the issuance of building permits, the applicant shall submit a Water Quality Management Plan (WQMP) pursuant to the Coachella Valley Water District and the City of Coachella local implementation plan, specifically identifying BMPs that shall be used on-site to control predictable pollutant runoff.
- HYD5 Prior to the issuance of building permits, the applicant shall obtain coverage under NPDES Statewide Industrial Stormwater Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to the City.

#### Land Use and Planning

- LAN1 The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Community Development Department regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impacts of new development. One of these fees is the General Plan Fee to be paid at the time permits are issued. If permits are issued prior to the approval of a development impact fee, a fee shall be paid at the time permits are issued as a mitigation of the environmental impacts associated with this project. The fees shall be as follows: Buildings - \$50.00 per Dwelling Unit.

#### Noise

- N1 During all Project site excavation and grading, the Project Contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.
- N2 The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.
- N3 The Construction Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.

#### Public Services

# ITEM 14.a.

- PS1 The developer is subject to school assessment fees pursuant to California State law. The developer shall provide evidence of compliance to the City prior to issuance of building permits.
- PS2 The developer is subject to park assessment fees pursuant to California State law. The developer shall provide evidence of either the dedication of land or fees paid in lieu of, to the City prior to issuance of building permits.

## Traffic

- TR1 The Project applicant's payment to the Coachella Valley Association of Governments (CVAG) Transportation Uniform Mitigation Fund (TUMF) Fee Program and to the City of Coachella Environmental Fee Program for Traffic Signals shall pay for the Project's fair share contribution to the identified mitigation measures as follow:
- Van Buren Street/Avenue 50 – Modify eastbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane and one shared through/right-turn lane.
  - Frederick Street/Avenue 50 – Modify westbound Avenue 50 approach from one left-turn lane, one through lane and one right-turn lane to consist of one left-turn lane, one through lane and one shared through/right-turn lane.
- TR2 The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development, as follows: The approved development impact fee for Traffic Signal be paid at the time permits are issued. A fee shall be paid at the time the permits are issued as a mitigation of the environmental impacts associated with this project. The fees shall be as follows: Building - \$192.00 per dwelling unit.
- TR3 The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development as follows: The approved development impact fee for Bridge and Grade Separation be paid at that permits are issued. If permits are issued prior to the approval of a development impact fee, a fee shall be paid at the time the permits are issued as a mitigation of the environmental impacts associated with this project. The fee shall be as follows: Buildings - \$422.00 per dwelling unit.
- TR4 The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development. The approved development impact fee for Bus Shelter and Bus Stop Safety Zone shall be paid at the time permits are issued. A fee shall be paid at the time the permits are issued as a mitigation for environmental impacts associated with the project. The fees shall be as follows: Bus Shelters - \$50.00 per dwelling unit.

- TR5 Prior to Project plan approval, the quantity, location, width and type of driveways shall be subject to the approval of the City Engineer. An effective sight distance for vehicular traffic shall be maintained at the driveway entrances on Avenue 50 and Calhoun Street. Adequate sight distance shall also be maintained within the development at all driveway intersections to the satisfaction of the City Engineer.

#### **Utilities and Services**

- UTIL1 All required sewer improvements shall be designed and constructed to City Standards. All tentative tract maps, site plans and other plans within the Project area shall be accompanied by adequate plans for sewer improvements prepared by a registered professional engineer.
- UTIL2 Prior to the issuance of building permits, the applicant shall submit for approval of the City Engineering Department, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff.

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## 4.0 ENVIRONMENTAL ANALYSIS

The following is a discussion of potential impacts associated with development of 232 single-family residential units on a 58-acre site. Explanations are provided for each item below.

### 4.1 AESTHETICS. *Would the project:*

- a) *Have a substantial adverse effect on a scenic vista?*

**Less Than Significant Impact.** The Project proposes development of approximately 58 acres with single-family residential units. The Project site currently consists of bare soil, agricultural trees (date palms), unimproved dirt roads, abandoned residential structures, a maintenance garage, miscellaneous storage areas and shipping/receiving areas which were utilized during past harvests. The General Plan does not identify any scenic vistas within the Project vicinity. Therefore, impacts in this regard would be less than significant.

- b) *Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?*

**Less Than Significant Impact.** Refer to Response 4.1(a). In addition, no historical buildings are known to occur within the Project site. Finally, the Coachella General Plan does not identify any scenic highways within the Project area.

- c) *Substantially degrade the existing visual character or quality of the site and its surroundings?*

**Less Than Significant Impact.** The proposed Project would include development of 232 single-family residential units. Therefore, the proposed Project would result in the alteration of the existing visual character of the Project site. However, the proposed Project would be required to submit development plans for approval of the Planning Commission, which would ensure a high quality design of development. In addition, the proposed Project would be subject to architectural review pursuant to Section 080.10, *Architectural Review*, and Section 070.07(D)(4), *Landscaping*, of the City's Zoning Ordinance. Upon approval of the development plans and the inclusion of landscaping plans and design guidelines, impacts in this regard would be less than significant.

- d) *Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?*

**Less Than Significant Impact.** Implementation of the proposed Project would create the following new light sources: building exterior and interior lighting, security lighting, signage and parking lot lighting.

The unwanted illumination on an adjacent property is defined as light spill. Perceived glare is the unwanted and potentially objectionable result from looking directly into a light source of a luminaire. The proposed Project would be required to comply with Section 070.03(K) of the City's Zoning Ordinance that requires, "parking areas such lighting fixtures shall be located, with hoods provided and adjusted, so as to preclude the direct

glare of the light from shining onto property or streets. Upon compliance with the City's Zoning Ordinance in regards to light spill and glare, impacts as a result of Project implementation would be less than significant.

**4.2 AGRICULTURAL RESOURCES.** *In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:*

- a) *Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?*

**Less than Significant Impact.** As indicated in the City's General Plan, the City's Planning Area includes 21,840-acres of agricultural land, 3,800-acres in the incorporated area and 18,040-acres in the unincorporated area. The agricultural areas are primarily located east and south of the existing urbanized area of the City. The agricultural areas include date groves, citrus orchards, as well as grape, lettuce, corn and carrot production. Figure 40, *Environmental Conservation – Existing Setting*, of the City's General Plan currently identifies the Project site as Significant Agricultural Lands. The City General Plan indicates the important role agriculture plays in the economic, social, and physical fabric of the City and its need to retain and maintain the agricultural element. The General Plan Land Use Policy Diagram indicates that the Project site is designated as Low Density Residential (RL) having a density of 0 to 6 dwelling units per acre, with a zoning designation of Agriculture-Transition (A-T). The City's Zoning Ordinance describes the intent and purpose of the Agricultural Transition Zone designation as, "permitting the continued agricultural use of those lands suited to eventual development in other uses and zones, pending proper timing for the economical provisions of utilities, major streets, and other facilities, so that compact, orderly development will occur." Therefore, the proposed Project would be consistent with the intent of the Agricultural Transition Zone by providing compact, orderly development consistent with the surrounding uses. The Project site is not designated as Prime Farmland, Unique Farmland or Farmland of Statewide Importance or as an Agricultural Retention Area, within the City's General Plan. Therefore, impacts in this regard would be less than significant.

- b) *Conflict with existing zoning for agricultural use, or a Williamson Act contract?*

**Less Than Significant Impact.** As previously mentioned, agricultural uses are present within the Project area. In addition, the Project site is zoned A-T and designated as RL in the City's General Plan. However, as discussed above, the intent of the A-T designation is to provide for the eventual development of the area as evidenced by the RL designation. The Project site is not under a Williamson Act contract, therefore impacts in this regard would be less than significant.

- c) *Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland, to non-agricultural use?*

**Less Than Significant Impact.** As previously stated, the Project area is designated as an agricultural area slated for future development, as is the surrounding vicinity. Refer to Responses 4.3(a) and 4.3(b).

**4.3 AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:**

Information in this section is based on the *Air Quality Technical Assessment – Kirkjan Property*, prepared by RBF Consulting (dated March 25, 2004). The *Air Quality Assessment* is reproduced in its entirety as Appendix D.

The Project site is located within the City of Coachella, which is part of the Salton Sea Air Basin (Basin) and is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD's current guidelines and emission thresholds established in the *CEQA Air Quality Analysis Guidance Handbook*, updated October 2003, were adhered to in the assessment of air quality impacts for the proposed Project. The City regularly relies on the SCAQMD standards as the standards for the City.

The air quality assessment includes estimating emissions associated with short-term construction and long-term operation of the proposed Project. The URBEMIS 2002 model was used to estimate Project-related mobile and stationary sources emissions in this air quality assessment. A local Carbon Monoxide (CO) hot spot analysis was conducted to assess the potential for a CO hotspot. The Caltrans CALINE 4 model was utilized to assess local CO concentrations at intersections most affected by Project traffic. Project-specific information was used in the modeling. Default values representative of the proposed Project were used when Project-specific data were not available.

Both the State of California and the Federal government have established health based Ambient Air Quality Standards (AAQS) for six criteria air pollutants. These pollutants include ozone (O<sub>3</sub>), carbon monoxide (CO), nitrogen oxides (NO<sub>x</sub>), sulfur oxides (SO<sub>x</sub>), PM<sub>10</sub>, and lead (Pb). Currently, O<sub>3</sub> and PM<sub>10</sub> are designated by the California Air Resources Board (CARB) as non-attainment for the Salton Sea Air Basin (refer to Table 1 in the *Air Quality Impact Analysis*). O<sub>3</sub> (smog) is formed by a photochemical reaction between NO<sub>x</sub> and reactive organic compounds (ROC). Thus, impacts from O<sub>3</sub> are assessed by evaluating impacts from NO<sub>x</sub> and ROC.

The net increase in pollutant emissions determines the significance and impact on regional air quality as a result of the proposed Project. The results also allow the local government to determine whether the proposed Project will deter the region from achieving the goal of reducing pollutants in accordance with the AQMP in order to comply with Federal and State Ambient Air Quality Standards (AAQS).

### Construction Emission Thresholds

The following CEQA significance thresholds for construction emissions have been established for the Basin:

- 75 pounds per day or 2.5 tons per quarter of (ROC) Reactive Organic Compounds;
- 100 pounds per day or 2.5 tons per quarter of NO<sub>x</sub> (Nitrogen Oxide);
- 550 pounds per day or 24.75 tons per quarter of CO (Carbon Monoxide);
- 150 pounds per day or 6.75 tons per quarter of PM<sub>10</sub> (Particulates); and
- 150 pounds per day or 6.75 tons per quarter of SO<sub>x</sub> (Sulfur Oxides).

Projects in the Basin with construction-related emissions that exceed any of the emission thresholds are considered to be significant under the SCAQMD guidelines.

### Operational Emission Thresholds

The daily operational emissions "significance" thresholds for the Basin are detailed below.

#### *Emission Thresholds for Pollutants with Regional Effects*

Projects with operation-related emissions that exceed any of the emission thresholds listed below are considered significant under the SCAQMD guidelines:

- 55 pounds per day of ROC;
- 55 pounds per day of NO<sub>x</sub>;
- 550 pounds per day of CO;
- 150 pounds per day of PM<sub>10</sub>; and
- 150 pounds per day of SO<sub>x</sub>.

#### *Local Microscale Concentration Standards*

The significance of localized Project impacts under CEQA depends on whether ambient CO levels in the vicinity of the Project are above or below State and Federal CO standards. If ambient levels are below the standards, a project is considered to have a significant impact if project emissions exceed one or more of these standards. If ambient levels already exceed a State or Federal standard, project emissions are considered significant if they increase one-hour CO concentrations by 1.0 part per million (ppm) or more or eight-hour CO concentrations by 0.45 ppm or more. The following are applicable local emission concentration standards for CO:

- California State one-hour CO standard of 20.0 ppm; and
- California State eight-hour CO standard of 9.0 ppm.

a) *Conflict with or obstruct implementation of the applicable air quality plan?*

**Less Than Significant Impact.** The SCAQMD has prepared multiple Air Quality Management Plans (AQMPs). The most recent AQMP was updated in 2003. The AQMP relies on a multi-level partnership of governmental agencies at the federal, state, regional and local level. These agencies (Environmental Protection Agency, California

Air Resources Board (CARB), local governments, Coachella Valley Association of Governments (CVAG) and the SCAQMD) are the cornerstones that implement the AQMP programs.

CVAG is responsible under the Federal Clean Air Act (Federal CAA) for determining conformity of projects, plans and programs with the SCAQMD AQMP. Although air quality is a regional problem, SCAQMD's AQMP place a heavy reliance on local implementation measures, such as land use decisions and local employment transportation programs. The implementation process stresses the freedom of cities to choose attainment measures that best suit local conditions.

As indicated in SCAQMD's *CEQA Air Quality Handbook*, there are two main indicators of consistency:

- Whether the project would not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the AQMP; and
- Whether the project would exceed the AQMP's assumptions for 2010 or increments based on the year of project build-out and phase.

As indicated in Response 4.3(b) (refer to Table 1, *Short-Term (Construction) Emissions* and Table 2, *Long-Term (Operational) Emissions*), the proposed Project would not exceed SCAQMD thresholds for construction activities or long-term operations. In addition, while the proposed Project would involve the transition of a vacant land with development of residential uses, the General Plan designated the Project site as RL (Low Density Residential) with the anticipation that the Project site would be developed with low-density residential uses. Therefore, the proposed Project was included in the SCAG's RCPG and the growth assumptions included within, resulting in less than significant impacts in this regard.

- b) *Violate any air quality standard or contribute substantially to an existing or projected air quality violation?*

***Less Than Significant Impact With Mitigation Incorporated.***

**SHORT-TERM (CONSTRUCTION) EMISSIONS**

Short-term impacts to air quality would occur as a result of construction activities associated with development of the proposed Project. Additionally, construction activities required to construct the proposed Project would include:

- Exhaust emissions and potential odors from construction equipment used on the construction site as well as the vehicles used to transport materials to and from the site; and
- Exhaust emissions from the motor vehicles of the construction crew.



Project construction would result in temporary emissions CO, NO<sub>x</sub>, ROC and PM<sub>10</sub>. Construction activities would result in criteria pollutant emissions from stationary and mobile powered on-site equipment, from material delivery trucks, and from worker vehicles to and from the Project site. Stationary or mobile powered on-site construction equipment includes trucks, backhoes, pavers and other paving equipment. Construction activities would require an estimated work force averaging 18 construction workers per day for the duration of construction activities. This would result in an estimate of 72 construction worker inbound and outbound trips per day during the projected construction period. Based on the considerably insignificant amount of daily work trips required for Project construction, construction worker trips are not anticipated to significantly contribute to or affect traffic flow on local roadways and are therefore not considered significant.

Table 1, *Short-Term (Construction) Emissions*, provides anticipated short-term construction emissions estimates, which would result during the construction phase of the proposed Project. Anticipated emissions were quantified utilizing emission factors within the URBEMIS2002 computer model developed by the CARB (refer to Appendix A, *Air Quality Impact Analysis*). It should be noted that emission estimates are based on eight (8) hours of continual operation, which is considered a worst-case analysis of actual equipment use on any given day. Thus, quantified estimated provided below provides for a conservative emission estimates of criteria pollutants. Table 1 below indicates that the total daily anticipated Project construction emissions would not exceed SCAQMD construction thresholds for CO, ROC, and PM<sub>10</sub>. However, implementation of the proposed Project would approach the SCAQMD threshold for NO<sub>x</sub> emissions associated with construction activities. Implementation of the recommended mitigation measure to use aqueous diesel fuel for off-road construction equipment would ensure that NO<sub>x</sub> emissions to below the SCAQMD threshold level. Additionally, particulate emission control measures, while not required to reduce PM<sub>10</sub> emissions to below the applied threshold, are recommended.

**Table 1**  
**SHORT-TERM (CONSTRUCTION) EMISSIONS**

Emission Source	Pollutant (lbs/day) <sup>1</sup>			
	ROC	NO <sub>x</sub>	CO	PM <sub>10</sub>
Unmitigated Construction Emissions	16.44	99.10	103.94	116.02
Mitigated Construction Emissions	16.44	85.33	103.94	38.07
SCAQMD Threshold	75	100	550	150
Is Threshold Exceeded?	No	No	No	No
ROC = reactive organic compounds      CO = Carbon Monoxide NO <sub>x</sub> = Nitrogen Oxides                      PM <sub>10</sub> = fine particulate matter				
Source: Emissions calculated using the URBEMIS2002 Computer Model as recommended by the SCAQMD.				

Based upon the conclusions provided in Table1, Project construction would not have the potential to result in significant short-term air quality impacts. In order to minimize construction-related emissions, all construction vehicles and construction equipment would be required to be equipped with the state-mandated emission control devices

pursuant to state emission regulations and standard construction practices. Short-term construction PM<sub>10</sub> emissions would further be reduced with the implementation of required dust suppression measures outlined within SCAQMD Rule 403. After construction of the Project is complete, all construction-related impacts would cease, thus resulting in a less than significant impact. Therefore, Project construction is not anticipated to violate State or Federal air quality standards or contribute to existing air quality violation in the air basin as only minor amounts of earth movement is proposed.

**LONG-TERM (OPERATIONAL) EMISSIONS**

**Mobile Sources**

Mobile source emissions are major contributors to air pollution within the City of Coachella and the surrounding vicinity. As shown on Table 2, *Long-Term (Operational) Emissions*, emissions from the proposed Project would not exceed SCAQMD thresholds for ROG, NO<sub>x</sub>, CO and PM<sub>10</sub>. Operational emissions are based on land use data provided by the Applicant, the Project Traffic Study and assuming full occupancy by 2006.

**Stationary Source Emissions**

Stationary source emissions would be generated due to an increased demand for natural resources consumption with the development of the proposed Project (referred to below as "area source emissions"). The primary use of natural gas by the proposed land uses would be for combustion to produce space heating, water heating and other miscellaneous heating or air conditioning. It is important to note that, while construction-related emissions occur predominantly in the immediate Project area, operational emissions are dispersed throughout Southern California (due to Project traffic). As shown on Table 2, emissions from the proposed Project would not exceed SCAQMD thresholds for ROG, NO<sub>x</sub>, CO or PM<sub>10</sub>.

**Table 2  
LONG-TERM (OPERATIONAL) EMISSIONS**

Project	Pollutant (lbs/day) <sup>1</sup>			
	ROG	NO <sub>x</sub>	CO	PM <sub>10</sub>
• Area Source Emissions <sup>2</sup>	5.04	1.96	0.84	0.00
• Vehicle Emissions	23.72	36.16	293.45	22.57
Total Unmitigated Emissions	28.76	38.12	294.28	22.57
SCAQMD Threshold	55	55	550	150
Is Threshold Exceeded?	No	No	No	No
ROG = Reactive Organic Gases                      NO <sub>x</sub> = Nitrogen Oxides CO = Carbon Monoxide                                  PM <sub>10</sub> = Fine Particulate Matter				
<b>Notes:</b> 1 – Based on URBEMIS2002 modeling results, worst-case seasonal emissions for area and mobile emissions, and trip rate data provided in the Project Traffic Study. 2 – Area Source emissions excludes the use of fireplaces and wood burning stoves.				
<b>Source:</b> Emissions calculated using the URBEMIS2002 Computer Model as recommended by the SCAQMD.				

### Carbon Monoxide Hotspots

Local air quality is a major concern along roadways. Carbon monoxide is a primary pollutant, and unlike ozone, is directly emitted from a variety of sources. For this reason, CO concentrations are usually indicative of the local air quality generated by a roadway network and are used as an indicator of its impacts upon the local air quality. Comparisons of levels with State and Federal CO standards indicate the severity of the existing concentrations for receptors in the Project area. The Federal and State standards for CO are presented in Table 3, *Federal and State Carbon Monoxide Standards*.

**Table 3  
FEDERAL AND STATE CARBON MONOXIDE STANDARDS**

Jurisdiction	Averaging Time	CO Standard
Federal	1 Hour	35 ppm
	8 Hour	9 ppm
State	1 Hour	20 ppm
	8 Hour	9 ppm
<b>Notes:</b> ppm = parts per million		
<b>Source:</b> California Air Resources Board.		

An impact is potentially significant if the project produces emissions levels that exceed the State or Federal AAQS. Because CO is produced in greatest quantities from vehicle combustion and does not readily disperse into the atmosphere, adherence to AAQS is typically demonstrated through an analysis of localized CO concentrations. Areas of vehicle congestion have the potential to create "pockets" of CO called "hot spots". These pockets have the potential to exceed the State 1-hour standard of 20.0 ppm and/or the 8-hour standard to 9.0 ppm. Note that federal levels are based on 1- and 8-hour standards of 35.0 and 9.0 ppm respectively. To identify CO hotspots, the SCAQMD criterion recommends performing a CO hotspot analysis when a project increases the volume to capacity ratio (also called the intersection capacity utilization) by 0.02 (two percent) for any intersection with an existing level of service (LOS) D or worse. However, since the existing intersections are not at an LOS D, Year 2005 was used to be conservative. Because traffic congestion is highest at intersections where vehicles queue and are subject to reduced speeds, these hot spots are typically produced at intersection locations. Typically, the level of service (LOS) at an intersection producing a hot spot is at D or worse during the peak hour. The intersections within the study area that operate at an LOS of D or worse during Year 2005 have been analyzed for the potential to create a CO hotspot (refer to Table 4, *Projected CO Concentrations*).

The analysis provides a worst-case scenario. Intersection turning movements are based on data supplied by the Project Traffic Impact Analysis. Because the p.m. peak hour results in higher intersection capacity utilization (ICU) (i.e., worse LOS) in all cases, the p.m. peak hour was used in the modeling process. Year 2005 projections are modeled using the existing lane configurations. The projected traffic volumes were then modeled using the CALINE4 dispersion model. The resultant values were then added to an ambient concentration. For the purposes of this analysis, the ambient concentrations

**Table 4  
PROJECTED CO CONCENTRATIONS**

Intersection	1-Hour CO (ppm)		8-Hour CO (ppm)	
	1-Hour Standard	Future + Project	8-Hour Standard	Future + Project
Van Buren Street/Avenue 50	20 ppm	4.4 ppm	9 ppm	3.1 ppm
Frederick Street/Avenue 50	20 ppm	4.4 ppm	9 ppm	3.1 ppm

**Notes:**

- As measured at a distance of 10 feet from the corner of the intersection predicting the highest value. Presented 1-hour CO concentrations include a background concentration of 3.3 ppm. Eight-hour concentrations are based on a persistence of 0.7 of the 1-hour concentration.
- The State 1-hour standard is 20 ppm. The Federal standard is 35 ppm. The most stringent standard is reflected in the Table.
- The State 8-hour and Federal 8-hour standard is 9 ppm.

are taken as the highest one-hour concentration that was measured at the nearest monitoring station. Future ambient concentrations would be far lower than present levels based upon expected trends and advancing technologies.

The Van Buren Street/Avenue 50 and Frederick Street/Avenue 50 intersections operate at an LOS D, and are projected to increase the delay time by more than two percent. The maximum Year 2005 1-hour weekday CO concentration is 4.4 ppm for both intersections. The CO levels are well below the State and Federal standards of 20 ppm and 35 ppm respectively. The proposed Project would not result in adverse CO emissions. Additionally, the measured concentrations are well below the State and Federal standard of 9 ppm. Therefore, the proposed Project would not result in adverse CO emissions and impacts in this regard would be less than significant.

**Mitigation Measures:**

AQ1 *All off-road construction equipment shall use aqueous diesel fuel.*

AQ2 *During clearing, grading, earth moving, or excavation operations, excessive fugitive dust emissions shall be controlled by regular watering or other dust preventive measures using the following procedures, as specified in the South Coast Air Quality Management Districts Rules and Regulations.*

*Comply with AQMD Rule 403, particularly to minimize fugitive dust and noise to surrounding areas. SCAQMD Rule 403.1, as amended, should be adhered to, ensuring the clean up of the construction-related dirt on approach routes to the site, and the application of water and/or chemical dust retardants that solidify loose soils, should be implemented for construction vehicle access, as directed by the City Engineer. This should include covering, watering or otherwise stabilizing all inactive soil piles (left more than 10 days) and inactive graded areas (left more than 10 days).*

- *On-site vehicle speed will be limited to 15 miles per hour.*
- *All material excavated or graded will be sufficiently watered to prevent excessive amounts of dust. Watering will occur at least twice daily*

*with complete coverage, preferable in the late morning and after work is done for the day.*

- *Unpaved haul roads shall be watered at least twice daily.*
- *All material transported on-site or off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.*
- *The area disturbed by clearing, grading, earth moving, or excavation operations will be minimized so as to prevent excessive amounts of dust.*
- *These control techniques will be indicated in Project specifications. Compliance with this measure will be subject to periodic site inspections by the City.*

AQ3 *Project grading plans shall show the duration of construction. Ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. Compliance with this measure will be subject to periodic inspections of construction equipment vehicles by the City.*

AQ4 *All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.*

c) *Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?*

**Less Than Significant Impact.** Cumulative projects include local development as well as general growth within the Project area. However, as with most development, the greatest source of emissions is from mobile sources, which travel well out the local area. Therefore, from an air quality standpoint, the cumulative analysis would extend beyond any local projects and when wind patterns are considered, would cover an even larger area. Accordingly, the cumulative analysis for a project's air quality analysis must be regional by nature.

The Project area is in attainment for CO. Construction and operation of cumulative projects will further degrade the local air quality, as well as the air quality of the SSAB. Air quality will be temporarily degraded during construction activities that occur separately or simultaneously. However, the greatest cumulative impact on the quality of regional air will be the incremental addition of pollutants mainly from increased traffic from residential, commercial and industrial development and the use of heavy equipment and trucks associated with the construction of these projects.

With respect to emissions that may contribute to exceeding state and federal standards, a CO hot spot screening analysis was performed for Year 2005 traffic. The results of this analysis shows that continued background growth in the area would not violate

published air quality standards, and therefore do not present a significant cumulative impact. In addition, due to the Project's relatively small scale, the contribution to the cumulative air emissions is not "cumulatively considerable".

d) *Expose sensitive receptors to substantial pollutant concentrations?*

**Less Than Significant Impact.** Sensitive populations (i.e., children, senior citizens and acutely or chronically ill people) are more susceptible to the effects of air pollution than the general population. Land uses considered sensitive receptors typically include residences, schools, playgrounds, child care centers, hospitals, convalescent homes and retirement homes. The proposed Project would not expose sensitive receptors to substantial pollutant concentrations, as construction and operational air emissions would not exceed SCAQMD thresholds. In addition, long-term (mobile) emissions would not exceed SCAQMD thresholds. Less than significant impacts would occur in this regard with development of the proposed Project.

e) *Create objectionable odors affecting a substantial number of people?*

**Less Than Significant Impact.** Construction activities associated with the Project may generate detectable odors typical of construction equipment exhaust. Odors associated with diesel and gasoline fumes are transitory in nature and would not create objectionable odors affecting a substantial number of people. The impacts of these odors would be short-term, would cease upon Project completion, and are not anticipated to be significant.

#### 4.4 BIOLOGICAL RESOURCES. *Would the project:*

BonTerra Consulting conducted a search of available literature to identify special status plants, wildlife, and habitats known to occur in the vicinity of the Project site (refer to Appendix C, *Biological Resources Assessment*). The California Native Plant Society's (CNPS) Inventory of Rare and Endangered Vascular Plants of California (2003) and compendia of special status species published by the U.S. Fish and Wildlife Service (USFWS) and California Department of Fish and Game (CDFG) were reviewed. In addition, the CDFG's California Natural Diversity Database was reviewed (CDFG 2003).

A general biological survey was conducted on January 7, 2004 to describe the vegetation and evaluate the potential of habitats on the Project site to support special status plant and wildlife species. The timing of the survey was not conducive to identifying certain special status annual plants that sprout briefly during the spring and then die back; however, potential habitat to support these species could be identified.

The Project site was walked in parallel transects approximately 30 feet apart, covering the entire Project site. All plant and wildlife species or signs of presence observed were recorded in field notes. Plant species were identified in the field or collected for future identification. Plants were identified using keys in Hickman (1993), Munz (1974), and Abrams (1923, 1960). Taxonomy follows Hickman (1993) for scientific and common names. Taxonomy and nomenclature for wildlife generally follows AOU (1998) for birds, Collins and Taggart (2002) for amphibians and reptiles, and Kays and Wilson (2002) for mammals. All wildlife species observed were recorded in field notes.

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service?

**Less Than Significant Impact With Mitigation Incorporated.**

**Vegetation**

Vegetation on the Project site consists of three types following the CDFG List of California Terrestrial Natural Communities (2002). These vegetation types consist of disturbed/ruderal, disturbed and developed areas.

Disturbed/ruderal areas on the Project site are characterized by the remnant east-west trending agricultural crop rows with native and non-native weeds and shrubs. The dominant plant in this vegetation type is saltbush (*Atriplex* sp.) with other species occurring throughout including four-wing saltbush (*Atriplex canescens*), Bermuda grass (*Cynodon dactylon*), Jimson weed (*Datura wrightii*), red-stemmed filaree (*Erodium cicutarium*), sunflower (*Helianthus annuus*), cheese bush (*Hymenoclea salsola*), arrow weed (*Pluchea sericea*), Russian thistle (*Salsola tragus*), bush seepweed (*Suaeda moquinii*) and salt cedar (*Tamarisk* sp.).

Disturbed areas on the Project site are characterized by substrate disturbed by grading and/or disking prior to and during the survey. This portion of the Project site is currently devoid of vegetation and consists of bare ground.

Developed areas on the Project site consist of paved areas and a man-made structure including a small prefabricated warehouse (less than 5,000 square feet) and associated parking lot. This portion of the Project site is currently devoid of vegetation.

**Wildlife**

Vegetation on the Project site provides potential habitat for several wildlife species. Wildlife species found or expected to occur on the Project site include species associated with agricultural operations and disturbed/ruderal vegetation in low desert areas.

No common reptile species were observed on the Project site given the timing of the survey during winter hibernation for species occurring in the region. Reptile species potentially occurring on the Project site includes the desert iguana (*Dipsosaurus dorsalis*), side-blotched lizard (*Uta stansburiana*), western whiptail (*Cnemidophorus tigris*), coachwhip (*Masticophis flagellum*), gopher snake (*Pituophis melanoleucus*) and sidewinder (*Crotalus cerastes*).

No fish or amphibian species were observed during the survey and none would be expected to occur on the Project site due to the lack of permanent water. Additionally, no depressions or other sources of temporary water substantial enough to provide amphibian breeding pools currently exist on the Project site.

Common bird species or evidence of their presence observed during the survey included killdeer (*Charadrius vociferous*), mourning dove (*Zenaida macroura*), common ground-dove (*Columbina passerina*), rock pigeon (*Columba livia*), white-throated swift

(*Aeronautes saxatalis*), Say's phoebe (*Sayornis saya*), loggerhead shrike (*Lanius ludovicianus*), verdin (*Auriparus flaviceps*), cactus wren (*Campylorhynchus brunneicapillus*), northern mockingbird (*Mimus polyglottos*), yellow-rumped warbler (*Dendroica coronata*), California towhee (*Pipilo crissalis*), white-crowned sparrow (*Zonotrichia leucophrys*), great-tailed grackle (*Quiscalus mexicanus*), lesser goldfinch (*Carduelis psaltria*), house finch (*Carpodacus mexicanus*) and house sparrow (*Passer domesticus*). Other year-round resident desert species potentially occurring on the Project site include black phoebe (*Sayornis nigricans*), western meadowlark (*Sturnella neglecta*) and Brewer's blackbird (*Euphagus cyanocephalus*).

Raptor species or evidence of their presence observed during the survey included American kestrel (*Falco sparverius*) and burrowing owl (*Athene cunicularia*). The Project site may also provide potential foraging habitat for the turkey vulture (*Cathartes aura*), red-tailed hawk (*Buteo jamaicensis*) and prairie falcon (*Falco mexicanus*).

One mammal species, the desert cottontail (*Sylvilagus audubonii*), was observed on the Project site. Other mammal species potentially occurring on the Project site include western harvest mouse (*Reithrodontomys megalotis*), deer mouse (*Peromyscus maniculatus*), house mouse (*Mus musculus*) and Botta's pocket gopher (*Thomomys bottae*). Additionally, the coyote (*Canis latrans*) may incidentally occur on the Project site.

Several bat species may forage on the Project site including the Mexican free-tailed bat (*Tadarida brasiliensis*), pallid bat (*Antrozus pallidus*), fringed myotis (*Myotis thysanodes*), California myotis (*Myotis californicus*), western small-footed myotis (*Myotis ciliolabrum*), western pipistrelle (*Pipistrellus hesperus*) and big brown bat (*Eptesicus fuscus*). No bats would be expected to roost on the Project site.

### **Special Status Biological Resources**

BonTerra Consulting conducted a literature search to identify special status plants, wildlife, and habitats known to occur in the study area. For this Project, the study area is defined as an approximately 250-square mile area as shown on the Indio, Thermal Canyon, Valerie, and Mecca USGS 7.5-minute California Quadrangle maps. Special status biological resources include plant and wildlife species, and habitats that have been afforded special status and/or recognition by federal and/or state resource agencies, as well as private conservation organizations. In general, the principal reason an individual taxon (e.g., species, subspecies, or variety) is given such recognition is the documented or perceived decline or limitation of its population size, or geographic range and/or distribution resulting in most cases from habitat loss.

### **Special Status Plant Species**

Of those plant species that occur in the region, 10 species are listed or proposed for listing as Endangered or Threatened by the CDFG and/or the USFWS, or are CNPS List 1B or List 2 species. A brief description of the Threatened or Endangered species potentially occurring on the Project site is provided below. Additionally, the species identified by the CNDDDB and CNPS records searches for the study area along with their listing status and potential for occurrence are listed in Table 5, *Special Status Plant Species Known to Occur in the Study Area*. It should be noted that other species that are considered rare or of limited distribution may occur in the Project region; however,



none of these species are listed as Threatened or Endangered and substantial populations would not be expected to occur on the Project site.

**Table 5**  
**SPECIAL STATUS PLANT SPECIES KNOWN TO OCCUR IN THE STUDY AREA<sup>1</sup>**

Species	Status		Potential For Occurrence
	Federal/State	CNPS	
<i>Abronia villosa</i> var. <i>aurita</i> chaparral sand-verbena	None	1B	Low; marginally suitable habitat
<i>Astragalus lentiginosus</i> var. <i>coachellae</i> Coachella Valley milk-vetch	FE	1B	Low; marginally suitable habitat
<i>Chamaesyce platysperma</i> flat-seeded spurge	SOC	1B	Not expected to occur; outside known range; presumed extinct
<i>Ditaxis clariana</i> glandular ditaxis	None	2	Moderate; suitable habitat present
<i>Ditaxis serrata</i> var. <i>californica</i> California ditaxis	None	3	Moderate; suitable habitat present
<i>Gilia maculata</i> Little San Bernardino Mountains gilia	None	1B	Not expected to occur; lack of suitable habitat, well below known elevation range
<i>Mentzelia tridentata</i> creamy blazing star	None	1B	Not expected to occur; lack of suitable habitat, well below known elevation range
<i>Nemacaulis denudata</i> var. <i>gracilis</i> slender woolly-heads	None	2	Moderate; suitable habitat present
<i>Stemodia durantifolia</i> purple stemodia	None	2	Not expected to occur; lack of suitable habitat
<i>Xylorhiza cognata</i> Mecca-aster	None	1B	Not expected to occur; lack of suitable habitat
<p><b>Federal Designations:</b>                      FE = Listed by the federal government as an Endangered species.                      FT = Listed by the federal government as a Threatened species.                      SOC = Species of Concern [as noted by CNDDDB 2000A], former FC2 species.</p> <p><b>State Designations:</b>                      SE = Listed as Endangered by the State of California.                      ST = Listed as Threatened by the State of California.</p> <p><b>California Native Plant Society (CNPS):</b>                      CNPS 1A = Plants presumed extinct in California.                      CNPS 1B = Plants considered Rare, Threatened or Endangered in California and elsewhere.                      CNPS 2 = Plants Rare, Threatened or Endangered in California but more common elsewhere.                      CNPS 3 = Plants about which we need more information - A review list.                      CNPS 4 = Plants of limited distribution - A watch list.</p> <p><sup>1</sup> The study area is defined as an approximately 250-square mile area as shown on the Indio, Thermal Canyon, Valerie and Mecca USGS 7.5-minute California Quadrangle maps.</p> <p><b>Source:</b> BonTerra Consulting, <i>Biological Resources Assessment</i>, August 2002.</p>			

Coachella Valley Milk-vetch (*Astragalus lentiginosus* var. *coachellae*)

The Coachella Valley milk-vetch is a federally-listed Endangered species. Coachella Valley milk-vetch may flower as early as February or as late as May, depending on rainfall and temperature. It is endemic to windblown sand in the Coachella Valley from Cabazon to Indio, below approximately 1,200 ft above mean sea level (msl). It is also reported on hillsides surrounding the dunelands. It is an annual or short-lived perennial with a deep taproot that dies back to ground level in the summer. After flowering, the leaves dry and fall. In some years this species may not come up at all. This species has a low potential to occur on the Project site due to the presence of marginally suitable habitat.

**Special Status Wildlife Species**

Of the wildlife species that occur in the region, 12 species are listed by the CNDDDB as Threatened and/or Endangered or considered species of concern by the USFWS and/or CDFG have the potential to occur on the Project site. Brief descriptions of the Threatened or Endangered species are listed below alphabetically according to their scientific name. Additionally, the species identified by the CNDDDB records search for the study area along with their listing status and potential for occurrence are listed in Table 6, *Special Status Wildlife Species Known to Occur in the Study Area*. It should be noted that other species that are considered rare or of limited distribution may occur in the Project region; however, none of these species are listed as Threatened or Endangered and substantial populations would not be expected to occur on the Project site.

**Fish**Desert Pupfish (*Cyprinodon macularius*)

The desert pupfish is a state- and federally-listed Endangered species. This species inhabits springs, marshes, lakes, and pools of creeks over mud or sand where it feeds on algae and can tolerate extreme environmental conditions, including temperatures up to 113 degrees Fahrenheit (45 degrees Celsius), salinities as high as 142 parts per thousand (ocean water is typically 33 parts per thousand), and oxygen concentrations as low as 0.13 milligram per liter (the lowest known for any fish species restricted to gill breathing). The desert pupfish is not expected to occur on the Project site due to lack of standing water in the Project area.

**Reptiles**Coachella Valley Fringe-toed Lizard (*Uma inornata*)

The Coachella Valley fringe-toed lizard (CVFTL) is a federally-listed Threatened and state-listed Endangered species restricted to sand dunes in the Coachella Valley and requires habitat with fine, loose, windblown sand and widely spaced desert shrubs.

Suitable habitat can include loose sand dunes, sand hummocks and the edges of washes where sand has accumulated. Critical habitat was designated for the CVFTL at the time of federal listing. The northern and western boundaries of designated critical habitat extend beyond the limits of the CVFTL's distribution to include the sand source,

**Table 6**  
**SPECIAL STATUS WILDLIFE SPECIES KNOWN TO OCCUR IN THE STUDY AREA<sup>1</sup>**

Species	Status		Potential For Occurrence
	Federal	State	
<b>Invertebrates</b>			
<i>Macrobaetes valgum</i> Coachella giant sand-treader cricket	SOC	None	None; lack of suitable habitat
<i>Oliarces clara</i> cheeseweed owl	SOC	None	None; lack of suitable habitat
<i>Stenopelmatus cahuilensis</i> Coachella Valley Jerusalem cricket	SOC	None	None; lack of suitable habitat
<b>Fish</b>			
<i>Cyprinodon macularius</i> desert pupfish	FE	SE	None; lack of suitable habitat
<b>Reptiles</b>			
<i>Phrynosoma mcallii</i> flat-tailed horned lizard	FT	SSC/P	None; lack of suitable habitat
<i>Uma inornata</i> Coachella Valley fringe-toed lizard	FT	SE	None; lack of suitable habitat
<b>Birds</b>			
<i>Falco mexicanus</i> prairie falcon	None	SSC	High for foraging; no potential for nesting
<i>Lanius ludovicianus</i> loggerhead shrike	SOC	SSC	Observed; suitable nesting habitat present
<i>Speotyto cunicularia</i> burrowing owl	SOC	SSC	Observed; suitable habitat present
<i>Toxostoma lecontei</i> LeConte's thrasher	SOC	None	Low for foraging; None for nesting
<b>Mammals</b>			
<i>Ovis canadensis nelsoni</i> DPS Peninsular bighorn sheep	FT	SE	None; lack of suitable habitat and distance from known populations
<i>Spermophilus tereticaudus chlorus</i> Coachella Valley round-tailed ground squirrel	C	SSC	Low; marginally suitable habitat present
<b>LEGEND</b>			
<b>Federal (USFWS)</b>		<b>State (CDFG)</b>	
FE	Endangered	E	Endangered
FT	Threatened	T	Threatened
PE	Proposed Endangered	PE	Proposed Endangered
PT	Proposed Threatened	PT	Proposed Threatened
C	Candidate Species	SSC	Species of Special Concern
SOC	Species of Concern <sup>2</sup>	FP	Fully Protected
		P	Protected
<sup>1</sup> The study area is defined as an approximately 250-square mile area as shown on the Indio, Thermal Canyon, Valerie and Mecca USGS 7.5-minute California Quadrangle maps. <sup>2</sup> This designation, although not an active term, has been reinstated for informational purposes only.			
<b>Source:</b> BonTerra Consulting, <i>Biological Resources Assessment</i> , August 2002.			

which is essential for maintaining down-wind blow sand deposits. The Project site is located outside the designated critical habitat boundaries.

### **Mammals**

#### Peninsular Bighorn Sheep (*Ovis canadensis nelsoni*)

The peninsular bighorn sheep is a federally-listed Endangered and state-listed Threatened/Fully Protected species. This species is considered a Distinct Population Segment (DPS) of the Nelson's bighorn sheep more common in the mountain ranges of central and southern Nevada, northwestern Arizona and eastern Idaho. The peninsular population segment occurs on the steep slopes, canyons, and washes of the San Jacinto and Santa Rosa mountains generally below 4,600 ft above msl. Steep (50 to over 70 percent slopes) and rough (i.e., with many small-scale changes in slope) terrain is utilized extensively for escape cover, but flat areas such as bajadas or alluvial fans at the base of mountains are often used for foraging.

A total of approximately 844,897 acres in Riverside, San Diego and Imperial counties, California, were designated Critical Habitat for the Peninsular bighorn sheep by the USFWS on February 1, 2001. Designated Critical Habitat encompasses the San Jacinto Mountains and adjacent lowlands approximately five miles to the west of the Project site. This species is not expected to occur on the Project site due to the lack of suitable habitat and distance from suitable habitat and known populations.

### Summary

#### **Special Status Plants**

Five special status plant species have potential to occur on the Project site, including one federally-listed Endangered species. Therefore, spring botanical surveys for these species should be conducted during their appropriate survey "window" to determine their presence or absence on the Project site. If a substantial population of one of these species were found on the Project site, impacts on the population would require mitigation. If construction of the proposed Project is expected to commence prior to the survey window for the special status plant species, the proposed Project would have to address these species as potentially present and make a finding of potentially significant based on habitat suitability alone. This would require the development and implementation of mitigation measures prior to construction.

#### **Special Status Wildlife**

One special status wildlife species, the burrowing owl, was observed on the Project site. Additionally, the Palm Springs round-tailed ground squirrel has potential to occur on the Project site.

#### Raptors

Raptors, including the American kestrel and burrowing owl, were observed on the Project site during the survey. Burrowing owl burrows are protected under Fish and Game Code Section 3503.5, which prohibits "take, possession, or destruction of any birds in the orders Falconiformes or Strigiformes (birds-of-prey) or take, possession, or

destruction of the nest or eggs of any such bird". In order to avoid impacts to an occupied burrowing owl burrow, focused surveys should be conducted prior to commencement of clearing or grading operations on the Project site. American kestrels are not expected to breed on the Project site. In order to avoid impacts to an occupied burrowing owl burrows, focused surveys should be conducted prior to commencement of clearing or grading operations on the Project site. Additionally, if clearing or grading operations are planned during the breeding season for any of these species, a breeding raptor survey should be conducted prior to any clearing or grading activities.

#### Coachella Valley Round-tailed Ground Squirrel

The Coachella Valley round-tailed ground squirrel is a federal Candidate for listing as Threatened or Endangered and, as such, is not protected by the federal or state ESAs. However, if a population of this species is known to occur on a site, impacts to the species may be considered significant depending on the size of the population detected. Therefore, if a population were found within the Project area, mitigation would be required in consultation with the CDFG. Mitigation generally consists of purchase of known occupied habitat for preservation.

#### **Mitigation Measures:**

*BIO1 Spring botanical surveys shall be conducted during Spring 2004 assuming appropriate weather conditions occur (i.e., appropriate rainfall) to determine if special status plant species are present or absent. If no special status plant species are identified within the study area, no further mitigation shall be required. If a sizeable population of special status plant species is located within the study area, mitigation shall be developed through either a conservation easement or mitigation plan. The mitigation plan shall include the following requirements:*

- *A pre-construction survey conducted during the peak flowering period for each respective special status plant potentially occurring on the Project site shall be conducted by the Project biologist the spring prior to grading.*
- *If a large population of special status plants (as determined by USFWS staff) is found during these surveys, the limits of each impacted location shall be clearly delineated with lath and brightly colored flagging.*
- *The locations of special status plants shall be monitored every two weeks by the Project biologist to determine when the seeds are ready for collection. A qualified seed collector shall collect all of the seeds from the plants to be impacted when the seeds are ripe. The seeds shall be cleaned and stored by a qualified nursery or institution with appropriate storage facilities.*
- *Following the seed collection, the top 12 inches of topsoil from special status plant populations shall be scraped, stockpiled and used in the selected mitigation location agreed upon by the City and the Project biologist.*

- The mitigation plan shall include detailed descriptions of maintenance appropriate for the Project site, monitoring requirements and annual reports requirements and shall have the full authority to suspend any operation on the Project site which is, in the qualified biologist's opinion, not consistent with the mitigation plan.
- The performance criteria developed in the mitigation plan shall include requirements for a minimum of 60 percent germination of the number of plants impacted. The performance criteria shall also include percent cover, density and seed production requirements. These criteria shall be developed by the Project biologist following habitat analysis of an existing habitat. This information shall be recorded by a qualified biologist.
- If the germination goal of 60 percent is not achieved following the first season, remediation measures shall be implemented and additional seeding may be necessary. Remedial measures would include at a minimum: soils testing, control of invasive species, soil amendments and physical disturbance (to provide scarification of the seed) of the planted areas by raking or similar actions. Additional mitigation measures may be suggested as determined necessary by the Project biologist.
- Potential seed sources from additional donor sites shall also be identified in case it becomes necessary to collect additional seed for use on the Project site following performance of remedial measures.

BIO2 In order to avoid impacts to an occupied burrowing owl burrow, focused surveys shall be conducted prior to commencement of clearing or grading operations on the Project site. Additionally, if clearing or grading operations are planned during the breeding season for any of these species, a breeding raptor survey shall be conducted prior to any clearing or grading activities.

Surveys for burrowing owl shall be conducted according to a protocol prepared by the Burrowing Owl Consortium of the Santa Cruz Predatory Bird Research Group. Surveys shall be conducted by walking through suitable habitat over the entire Project site and in areas within approximately 500 feet of the Project impact zone. Any active burrows found during survey efforts shall be mapped on the construction plans. If no active burrowing owl burrows are found, no further mitigation is required. Results of the surveys shall be provided to the CDFG.

BIO3 If burrowing owl nest sites are found, the following restrictions on construction are required between March 1 and August 31 (or until nests are no longer active as determined by a qualified biologist):

- Clearing limits shall be established with a minimum of 250 feet, or as otherwise determined by a qualified biologist, in any direction from any occupied burrow exhibiting nesting activity; and

- *Access and surveying shall not be allowed within 100 feet of any burrow exhibiting nesting activity. Any encroachment into the 250/100-foot buffer area around the known nest is allowed only if it is determined by a qualified biologist that the proposed activity shall not disturb the nest occupants.*

*If construction occurs outside of the breeding season, exclusion of burrowing owls from their burrow is a practice generally accepted by the CDFG. Exclusion of burrowing owls involves placement of one-way doors at the opening of known occupied burrows to allow egress from and preventing ingress to the burrow. In this manner the burrowing owl is forced to look for another suitable roosting location. One-way doors should be left in place for 48 hours to ensure owls have left the burrow before excavation. Whenever possible, burrows shall be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe or burlap bags shall be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.*

BIO4 *Surveys for the Coachella Valley round-tailed ground squirrel shall be conducted according to guidelines provided by the USFWS and consist of the following:*

- *A minimum of three surveys conducted between May 1 and July 31;*
- *Each survey must be conducted from one hour after sunrise to four hours after sunrise;*
- *Temperatures in the shade must range from 80 degrees to 91.4 degrees Fahrenheit (27 degrees to 33 degrees Centigrade);*
- *Wind speeds must be low; and*
- *100 percent of the study area must be covered, using walking transects spaced approximately 32 feet (10 meters) apart.*

b) *Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service?*

**No Impact.** *The proposed Project would not result in impacts to riparian habitat or other sensitive natural community. The proposed Project would modify any natural drainage would be required to obtain a 1600 Streambed Alteration agreement from the California Department of Fish and Game (CDFG). Therefore, there would be no impacts in this regard.*

- c) Have a substantially adverse impact on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

**No Impact.** The proposed Project would not result in any adverse effects on federally protected wetlands as defined by Section 404 of the Clean Water Act (CWA).<sup>1</sup> Refer to response 4.4(b).

- d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

**Less Than Significant Impact With Mitigation Incorporated.** Refer to Response 4.4(a).

- e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?

**Less Than Significant Impact.** The City General Plan policies encourage preservation of the habitat areas of rare, threatened and endangered wildlife and plant resources within open space areas. Future development proposals will be required to demonstrate compliance with General Plan policies. Therefore, less than significant impacts would occur in this regard.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?

**Less Than Significant Impact With Mitigation Incorporated.** The Coachella Valley Association of Governments (CVAG) is currently preparing a Multiple Species Habitat Conservation Plan (MSHCP) and Natural Community Conservation Plan (NCCP) for the Coachella Valley region. The MSHCP and NCCP will create large interconnected preserves for special status species and their habitats while streamlining the regulatory process outside of the reserve areas. This will be accomplished by providing a means to standardize mitigation/compensation measures for species covered by the plan and satisfy applicable provisions of federal and state ESAs, the California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA). Measures will most likely take the form of payment of fees as a standard condition of approval for development within the fee area. A draft plan is expected to be circulated for public review after April 2004.

**Mitigation Measure:**

BIO5 Adequate fees shall be paid according to the adopted MSHCP and NCCP shall it become adopted prior to Project development.

<sup>1</sup> BonTerra Consulting, Biological Resources Assessment, August 2004.



#### 4.5 CULTURAL RESOURCES. *Would the project:*

Archaeological Resource Management Corporation (ARMC) conducted a Phase I archaeological assessment for the 58-acre parcel (refer to Appendix E, *Cultural Resources Assessment*). The purpose of the assessment was to identify any archaeological sites or isolates (prehistoric or historic) within or adjacent to the Project site that might be impacted by the proposed development. Due to the limited nature of the Project, no formal research design was developed. In general the assessment was carried out to identify significant cultural resources that might be impacted by the proposed development.

##### **Field Methods**

The field crew walked 5-10 meter, zig-zag transects east to west and the reverse across the Project site. The surveyors scanned the exposed soil for evidence of prehistoric activities, items such as grinding equipment (manos, metates, mortars, and pestles), hunting equipment (arrowpoints or dart points; shaft or arrow straightener), storage or cooking items (ceramic vessels), and features, such as hearths. They also sought evidence of historic period artifacts, such as metals, kitchen items (glassware, dinnerware, cutlery) and consumer items (bottles, tins).

##### **Database Search**

The results of the records and literature search at the Eastern Information Center (EIC), University of California, Riverside, were that the property had not been previously surveyed for archaeological resources within the past five years and that no archaeological sites or isolates had been recorded within or adjacent to the Project site. The 1941 15' USGS topographic map (Coachella) revealed a structure that appeared to fall within the site boundaries. That structure was no longer present on the 1956 USGS topographic map (7.5' Indio Quadrangle). The results of the field survey were that the foundations for an agricultural complex (Primary Number 33-13197) were located and recorded on the property. See Appendix E for the site survey record.

- a) *Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?*

##### ***Less Than Significant Impact With Mitigation Incorporated.***

The field crew observed that the Project site was completely disturbed by agriculture and related activities. Three quarters (northwest, southwest, southeast) of the Project site consisted of a plowed field. The field contained scattered dried plants allowing approximately 60 to 65 percent ground visibility. No evidence of prehistoric or historic resources was observed on the Project site.

Several dirt roads traversed the east and east-central parts of the Project site. In the northeast quarter of the Project site, an abandoned earthen reservoir, large recent dump, and a row of introduced ornamental trees surrounded two poured concrete foundations. These foundations appeared to have been part of temporary storage or processing buildings associated with the agricultural field and the reservoir. There was no evidence of a substantial structure at the site of the foundations; only one hole,

evidence of a bolt attachment, was found on the concrete slabs. Refer Appendix E for the site survey record for this small agricultural complex (Primary Number 33-13197).

In the extreme northeastern portion of the parcel, between the foundations, the reservoir, and Avenue 50, decomposing sod remnants were found, providing evidence that this portion of the Project site was devoted to sod farming. The dump, reservoir, sod patch and foundations area of the Project site permitted an estimated 20 to 30 percent ground visibility. These data are presented in the Site Survey Record (refer to Appendix E).

### **Prehistoric Resources**

The records search through the EIC did not disclose any recorded prehistoric sites or isolates within or adjacent to the Project site. The field survey also did not record any prehistoric resources.

### **Historic Resources**

The records search through the EIC revealed that a structure appeared to fall within the parcel boundaries by 1941, but it was no longer present by the 1956 topographic map revision date. No historic sites or isolates had been recorded previously within or adjacent to the parcel. The field survey revealed the foundations of a small agricultural complex, recorded as Primary Number 33-13197, within the Project boundaries.

The results were that an agricultural complex (Primary Number 33-13197) was found to be present within the Project boundaries. It is not, however, considered to be a significant archaeological resource, that is, it would not qualify for the California Register of Historic Resources (CRHR). Due to the presence of the historic archaeological site, the limited ground visibility, and the potential for encountering unknown and potentially significant archaeological resources, monitoring during grading is recommended. If in the course of grading archaeological resources are encountered, a qualified archaeologist should review the finds, assess their significance, develop and carry out a program of mitigation, where appropriate. Therefore, implementation of the recommended mitigation measure would reduce impacts to historical resources to a less than significant level.

### **Mitigation Measures:**

*CUL1 Prior to construction, the applicant shall hire a certified archaeologist to observe grading/ major trenching activities and salvage and catalogue archaeological resources as necessary. The archaeologist shall establish, in cooperation with the City, procedures for temporarily halting or redirecting work to permit sampling, identification and evaluation of the artifacts, as appropriate. If the archaeological resources are found to be significant, the archaeologist shall determine appropriate actions, in consultation with the City, for exploration and/or salvage.*

- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5?*

**Less Than Significant Impact With Mitigation Incorporated.** Results of the EIC search indicated that an agricultural complex (Primary Number 33-13197) was present

within the Project site boundaries. It is not, however, considered to be a significant archaeological resource, since it would not qualify for the California Register of Historic Resources (CRHR). Due to the presence of the historic archaeological site, the limited ground visibility, and the potential for encountering unknown and potentially significant archaeological resources, monitoring during grading is recommended. If in the course of grading archaeological resources are encountered, a qualified archaeologist should review the finds, assess their significance, develop and carry out a program of mitigation, where appropriate.

**Mitigation Measures:** Refer to Mitigation Measure CUL1.

- c) *Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?*

**No Impact.** Results from the Cultural Resources Assessment indicated that no paleontological resources were identified through either the records search or the field survey. In addition, the Project site is well removed from designated Geologic Resource Areas, as indicated in the City General Plan Conservation Element. Therefore, there would be no impacts in this regard.

- d) *Disturb any human remains, including those interred outside of formal cemeteries?*

**No Impact.** There are no known formal or informal grave sites within the proposed Project area. Therefore, there would be no impacts in this regard.

#### 4.6 GEOLOGY AND SOILS. *Would the project:*

- a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

- 1) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

**Less Than Significant Impact.** The Project site is located within the seismically active southern California region. Active faults are faults that are considered likely to undergo renewed movement within a period of concern to humans. These include faults that are currently slipping, those that display earthquake activity, and those that have historical surface rupture. The California Geological Survey (previously known as the California Division of Mines and Geology) defines active faults as those which have had surface displacement within Holocene time (about the last 11,000 years). Such displacement can be recognized by the existence of sharp cliffs in young alluvium, unweathered terraces, and offset modern stream courses. Potentially active faults are those believed to have generated earthquakes during the Quaternary period, but prior to Holocene time.

The seismic activity in the central portion of the Coachella Valley and the Coachella Valley segment of the San Andreas fault have been relatively low, compared to other parts of southern California. Several Alquist-Priolo Earthquake Fault Zones which are defined as active and potentially active faults either transect or are in close proximity to

the Project area. Active faults are defined by the California Department of Mines and Geology (CDMG) as those areas with evidence of ground rupture within 10,000 year old or less sediments. Active faults within the area include the San Andreas, Skeleton Canyon and Coachella Fan Fault zones. Potentially active faults that transect the Project area include the southeasterly fault segments or extensions of the Coachella fan fault zone and the northwesterly extensions of the Skeleton Canyon fault zones. The above fault zone extensions are considered segments of the San Andreas Fault zone and are not presently zoned for the Alquist-Priolo Earthquake Fault Zone or Riverside County Fault Zone studies. Therefore, impacts in this regard would be less than significant

2. *Strong seismic ground shaking?*

**Less Than Significant Impact With Mitigation Incorporated.** As previously stated the Project site is located within the seismically active region of southern California, which could result in groundshaking. Southern California is likely to experience, on average, an earthquake of Magnitude 7.0, and ten (10) earthquakes of Magnitude 6.0 over a period of 10 years.

There are no faults, active or inactive, that run through the Project site. In addition, the Project site is not located within an Alquist-Priolo Special Study Zones area. However, there are several active and potentially active fault zones, near the Project site that could result in groundshaking. These fault zones include Wildomar Fault and Murrieta Creek Fault Zone. Improvements and developments would be required to conform to all applicable City Ordinances, as well as adherence to standard engineering practices and design criteria. Therefore, mitigation measures are recommended to ensure that impacts from groundshaking would be reduced to a less than significant level.

**Mitigation Measures:**

GEO1 *All structures shall be designed as confirmed during the building design plan checking, to withstand anticipated groundshaking caused by future earthquakes within an acceptable level of risk (i.e., high risk zone), as designated by the City's latest adopted edition of the Uniform Building Code.*

3. *Seismic-related ground failure, including liquefaction?*

**Less Than Significant Impact With Mitigation Incorporated.** Liquefaction is the loss of strength of cohesionless soils when the pore water pressure in the soil becomes equal to the confining pressure. Liquefaction generally occurs as a "quicksand" type of ground failure caused by strong groundshaking. The primary factors influencing liquefaction potential include groundwater, soil type, relative density of the sandy soils, confining pressure and the intensity and duration of groundshaking. A majority of the City's Planning Area has a high generalized liquefaction potential, including the Project site, due to the presence of alluvial sediment and shallow or semi-perched groundwater to within 50 feet of the ground surface. The potential effects of seismic settlement may need to be mitigated. Mitigation measures typically include ground improvement techniques to reduce the potential for liquefaction or utilizing "deep" foundation systems for the proposed structures. Such methods may consist of compaction grouting;

overexcavation of near surface soils and the placement of a gravel blanket wrapped in geofabric beneath the structure(s); "rammed aggregate piers" which feature successive layers of densely compacted aggregate; and/or a deep foundation system such as driven piles. Specific recommendations and details to reduce the potential for surface manifestation of liquefaction should be provided in supplemental reports as the Project progresses and additional data is obtained and analyzed. Implementation of the recommended mitigation measures would reduce impacts regarding liquefaction and settlement to a less than significant level.

**Mitigation Measures:**

**GEO2** *Prior to the issuance of a grading permit, a site specific geologic and soils report shall be prepared by a registered geologist or soils engineer and submitted to the City Building and Safety Division for approval. The report shall specify design parameters necessary to remediate any soil and geologic hazards.*

**GEO3** *All grading, landform modifications and construction shall be in conformance with state-of-the-practice design and construction parameters. Typical standard minimum guidelines regarding regulations to control excavations, grading, earthwork construction, including fills and embankments and provisions for approval of plans and inspection of grading construction are set from the latest version of the Uniform Building Code. Compliance with these standards shall be evident on grading and structural plans. This measure shall be monitored by the City Building and Safety Division through periodic site inspections.*

**GEO4** *Type 5 cement shall be used for all foundations and slabs on grade.*

4. *Landslides?*

**Less Than Significant Impact.** Landslides are mass movements of the ground that include rock falls, relatively shallow slumping and sliding of soil, and deeper rotational or transitional movement of soil or rock. The proposed Project site is not identified on Figure 52, *Environmental Hazards Policy Diagram*, of the City's General Plan, as an area susceptible to landslides. Therefore, impacts in this regard would be less than significant.

b) *Result in substantial soil erosion or the loss of topsoil?*

**Less Than Significant Impact With Mitigation Incorporated.** According to the *Soil Survey of Riverside County, California, Coachella Valley Area* by the United States Department of Agriculture Soil Conservation Service, the Project site is situated on the Gilman-Coachella-Indio association. This association is nearly level to rolling, somewhat excessively drained to moderately well drained fine sands, fine sandy loams, silt loams, loamy fine sands and very fine sandy loams on alluvial fans. Two soil series are present on the Project site and are briefly described below.

Gilman fine sandy loam generally occurs on alluvial fans and flood plains of the Coachella Valley. Depth to the high water table is 40 to 60 inches. Runoff is slow and

the erosion hazard is slight. The soil is moderately alkaline. The hazard of soil blowing is moderate. Available water capacity is 9.5 to 10.5 inches. This soils is used for truck crops, citrus, cotton, alfalfa hay and dates.

Gilman silt loam is a nearly level soils that has a silt loam surface layer and is moderately alkaline. Runoff is very slow on this moderately permeable soil. The erosion hazard is slight. Available water capacity is 9.5 to 10.5 inches. The depth to the water table is 40 to 60 inches. The soil is used for dates, cotton, alfalfa hay and recreation.

Site preparation would include site grading of the entire Project site. Development on-site would be subject to City codes and requirements for erosion control, grading, and soil remediation as recommended in Mitigation Measures GEO5 and GEO6 and Mitigation Measure AQ2, which would reduce impacts to a less than significant level.

**Mitigation Measures:**

GEO5 *Precise grading plans shall include an Erosion, Siltation and Dust Control Plan to be approved by the City Building Division. The Plan's provisions may include sedimentation basins, sand bagging, soil compaction, revegetation, temporary irrigation, scheduling and time limits on grading activities, and construction equipment restrictions on-site. This plan shall also demonstrate compliance with South Coast Air Quality Management District Rule 403, which regulates fugitive dust control.*

GEO6 *As soon as possible following the completion of grading activities, exposed soils shall be seeded or vegetated seed mix and/or native vegetation to ensure soil stabilization.*

- c) *Be located on a geologic unit or soil that is unstable, or would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?*

**Less Than Significant Impact With Mitigation Incorporated.** As identified on Figure 52 of the City's General Plan, the only geologic hazards associated with the proposed Project site is the potential for liquefaction to occur. As indicated above, mitigation measures would reduce the impacts from liquefaction to a less than significant level. Therefore, impacts in this regard would be less than significant.

**Mitigation Measures:** Refer to Mitigation Measures GEO2 through GEO4.

- d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1997), creating substantial risks to life or property?*

**Less Than Significant Impact.** As mentioned previously, dominant soil association in the Project area is the Gilman-Coachella-Indio soil association. Characteristics of the Gilman fine sandy loam association are well drained soils with slow runoff and slight erosion hazard. These soils are generally non-expansive and therefore, impacts in this regard would be less than significant.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal system where sewers are not available for the disposal of waste water?*

**Less Than Significant Impact.** Implementation of the proposed Project does not have the capacity to affect existing and/or proposed septic tanks or alternate wastewater disposal systems. Therefore, impacts in this regard would be less than significant.

#### 4.7 HAZARDS AND HAZARDOUS MATERIALS. *Would the project:*

A Phase I Environmental Site Assessment (ESA) was prepared by RBF Consulting, dated February 6, 2004 (refer to Appendix A. *Phase I Environmental Site Assessment*). The purpose of conducting the ESA is to satisfy one of the requirements to qualify for the Innocent Landowner Defense to CERCLA (Superfund Law) liability, by providing an appropriate inquiry into the previous uses of the Project site in order to identify Recognized Environmental Conditions (RECs). As defined in American Society for Testing and Materials (ASTM) Standard Practice E 1527-00, a REC is "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property." The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include "de minimis" conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be "de minimis" are not RECs.

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

**Less Than Significant Impact With Mitigation Incorporated.** The Project proposes development of residential uses on the Project site. Hazardous materials are not typically associated with this type of land use. Minor cleaning products along with the occasional use of pesticides and herbicides for landscape maintenance of the Project site are the extent of materials used and applicable here. Implementation of the recommended mitigation measure would ensure all impacts regarding hazardous materials would be reduced to a less than significant level.

#### **Mitigation Measure:**

- HAZ1 *Any hazardous waste that is generated on-site shall be transported to an appropriate disposal facility by a licensed hauler in accordance with the appropriate State and Federal laws.*

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

**Less Than Significant Impact With Mitigation Incorporated.** A summary of results of the Phase I ESA is as follows (refer to Appendix A for a complete discussion of the investigation and conclusions).

#### Site Inspection

Evidence of recognized environmental conditions within the boundary of the Project site was observed during the January 5, 2004 site inspection, which consisted of the following:

- Miscellaneous debris (i.e., hoses, pipeline, tires, wood, vegetation) was noted throughout various portions of the Project site, primarily along the boundaries that adjoin existing dirt roadways. Within the northeastern portion of the Project site, one 55-gallon drum, debris and piles of concrete blocks were present. RBF could not visually inspect the ground surface in areas where debris was present, especially large inaccessible debris piles.
- Miscellaneous agricultural equipment (e.g., an old truck, shipping boxes, tools) was noted to the south of the on-site structure. The abandoned farm equipment appeared to be in poor condition; RBF could not visually inspect the ground surface that underlies the on-site equipment and materials.
- The maintenance yard appeared to contain miscellaneous debris, tractors, and radiators. However, access to the maintenance yard and associated structure was unavailable at the time of the Assessment.
- Surficial staining of the ground surface (bare soil) was visually observed within the maintenance yard and adjacent to the south of the on-site structure.
- One water well was observed within the boundaries of the Project site during the January 5, 2004 inspection.

#### Asbestos Containing Materials

Based upon the year the existing structure present on-site was built (prior to 1978), the potential for asbestos-containing materials (ACMs) to be found on-site is considered likely.

#### Lead-Based Paints

Based upon the year the existing structure present on-site was built (prior to 1978), the potential for lead-based paints (LBPs) to be found on-site is considered likely.



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### **Adjacent Properties**

The presence of hazardous materials on the Project site that may have been generated from adjacent properties was not visible during the January 5, 2004 site inspection.

### **Public Records**

Available public records (provided by Environmental Data Resources, Inc. (EDR)) were reviewed by RBF on December 12, 2003. The list reviewed identified one regulatory property within the boundaries of the Project site, which is briefly described below:

- 84265 Avenue 50 was listed within the Historical Underground Storage Tank (HIST UST) database. The HIST UST database contains historical listings of underground storage tank locations. 84265 Avenue 50 has been listed within this database for the presence of two historical underground storage tanks within the Project site. No contamination has been reported within the EDR database with respect to the Project site.

The list identified 18 listed regulatory sites located within a one-mile radius of the Project site. A potential REC on the Project site caused by these properties is considered to be low due to the groundwater flow direction from the Project site, and/or the status of the identified sites.

### **Historic Recognized Environmental Condition**

A "historic recognized environmental condition" (HREC) is defined as a condition which in the past would have been considered a REC, but which may or may not be considered a REC currently. HRECs are generally conditions that have in the past been remediated to the satisfaction of the responsible regulatory agency. A HREC has been identified since the Project site has been listed as having two historic USTs. The exact location of the historic USTs remains undefined; no closure/removal records were found during the review of building department records.

### **Historical Use(s) Information**

Review of available environmental documentation and interviews indicates that past on-site activities have created the potential for environmental conditions to be present within the boundary of the Project site. Based upon the site inspection, review of available historical aerial photographs and interviews, portions of the Project site were historically used for agricultural purposes and portions of the Project site are have been utilized as a nursery for several years. Therefore, a combination of several commonly used pesticides (i.e., DDD, DDT, DDE), which are now banned may have been used throughout the Project site. It should be noted that the historical use of agricultural pesticides might have resulted in pesticide residues of certain persistence in soil at concentrations that are considered to be hazardous according to established Federal regulatory levels. The primary concern with historical pesticide residues is human health risk from inadvertent ingestion of contaminated soil, particularly by children. The presence of moderately elevated pesticide residuals in soil present potential health and marketplace concerns.

Based upon the results of the Phase I ESA, mitigation measures are recommended in order to reduce impacts regarding hazardous materials to a less than significant level.

**Mitigation Measures:**

- HAZ2 All miscellaneous vehicles, maintenance equipment and materials, construction/irrigation materials, miscellaneous stockpiled debris, 1 and 5-gallon containers, construction/irrigation materials, and former agricultural equipment, should be removed off-site and properly disposed of at an approved landfill facility. Once removed, a visual inspection of the areas beneath the removed materials should be performed. Any stained soils observed underneath the removed materials should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.
- HAZ3 Soil sampling should be performed within the maintenance yard to characterize the extent of contamination associated with the surficial soil staining. Soil should be removed and disposed of at an appropriate landfill facility in accordance with state and federal requirements.
- HAZ4 The majority of the Project site has been historically utilized for agricultural purposes for several decades and may contain pesticide residues in the soil. Soil sampling should occur throughout the Project site, including the maintenance and staging areas. The sampling will determine if pesticide concentrations exceed established regulatory requirements and will identify proper handling procedures that may be required.
- HAZ5 The terminus of all undocumented pipes should be defined. The primary concern with pipes that extend into the ground surface is the potential for the pipe(s) to act as a ventilation apparatus for a UST. Should USTs be present, the USTs should be removed and properly disposed of at an approved landfill facility. Once the UST is removed, a visual inspection of the areas beneath and around the removed UST should be performed. Any stained soils observed underneath the UST should be sampled. Results of the sampling (if necessary) would indicate the level of remediation efforts that may be required.
- HAZ6 The location of the two former USTs should be defined since no closure/removal records were found during this Assessment. Once identified, soil sampling should be performed within the former UST areas to characterize the extent of contamination (if any) associated with the former USTs staining.
- HAZ7 The on-site water well should be properly removed and abandoned pursuant to the latest procedures required by the local agency with closure responsibilities for the wells. Any associated equipment should be removed off-site properly disposed of at a permitted landfill. A visual inspection of the areas beneath the removed materials (if present) should be performed.
- HAZ8 A visual inspection of the interior the on-site structure is recommended. In the event that hazardous materials are encountered, they should be properly

tested and then properly disposed of pursuant to State and Federal regulations.

HAZ9 Any transformers to be removed/relocated should be conducted under the purview of the local utility purveyor to identify property handling procedures regarding potential PCBs.

HAZ10 Based upon the year the existing structure located on the Project site was built (prior to 1978), asbestos-containing materials and lead-based paint may be present within the existing on-site structures and would need to be handled properly prior to remodeling or demolition activities.

HAZ11 If unknown wastes or suspect materials are discovered during construction by the contractor which he/she believes may involve hazardous waste/materials, the contract shall:

- Immediately stop work in the vicinity of the suspected contaminant, removing workers and the public from the area;
- Notify the Project Engineer of the implementing Agency;
- Secure the area as directed by the Project Engineer; and
- Notify the implementing agency's Hazardous Waste/Materials Coordinator.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

**Less Than Significant Impact.** No existing or proposed school facilities are located within a one-quarter mile radius of the Project site. Furthermore, as previously stated in Response 4.7(a), the proposed Project would not involve the use, storage, transport, and/or disposal of hazardous materials. Therefore, impacts in this regard would be less than significant.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

**Less Than Significant Impact With Mitigation Incorporated.** The governmental sources have been searched by EDR (at the request of RBF), for sites within the Project site and within an approximate one-mile radius of the Project site boundaries. Upon completion of their search, EDR provided RBF with their findings dated December 12, 2003 (refer to Appendix A, *Phase I Environmental Site Assessment*). To reduce the potential for omitting possible hazardous material sites on the Project site and within the surrounding area, sites may be listed in this report if there is any doubt as to the location because of discrepancies in map location, zip code, address, or other information.

The lists identified 18 regulatory sites located within a one-mile radius of the Project site. A REC on the Project site caused by one or more of these sites are considered to be low

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due to the groundwater flow direction; the distance and direction from the Project site; and/or the status of the identified sites. For a complete list of sites identified and their status, refer to the map of sites within a one-mile radius of the Project site. Table 7, *Identified Sites Within a One-Mile Radius of the Project Site*, below, indicates the listed regulatory sites located within a one-mile radius of the Project site.

As discussed in Response 4.7(d), implementation of the recommended mitigation measures would reduce impacts regarding hazardous materials to a less than significant level.

**Mitigation Measure:** Refer to Mitigation Measures HAZ11 and HAZ15.

- e) *For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** The proposed Project is not located within an airport land use plan, or within two miles of a public airport or public use airport. The nearest airport is the Desert Resorts Regional Airport serving the greater Coachella Valley located approximately six miles southeast of the Project site. Implementation of the proposed Project would not result in a safety hazard for people residing or working in the Project area.

- f) *For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?*

**No Impact.** Refer to Response 4.7(e).

- g) *Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?*

**No Impact.** Implementation of the proposed Project would not interfere with an existing emergency response plan. No revisions to adopted emergency plans would be required, as a result of the proposed Project. Therefore, no impacts are anticipated as a result of Project implementation.

- h) *Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?*

**No Impact.** The proposed Project does not have the capacity to expose people or structures to wildland fires. No impacts would occur in this regard.

**Table 7**  
**IDENTIFIED SITES WITHIN A ONE-MILE RADIUS OF THE PROJECT SITE**

EDR Map ID#	Site Name/Address	Direction from Project site	Regulatory LIST	Site Status	Potential for an Environmental Condition on the Project site
1	Ranch 1 84265 Avenue 50 Coachella, CA 92236	Project site	HIST UST	Two (2) historical underground storage tanks reported on-site.	Low (Historical USTs; No contamination reported)
A2-A3	Sungold #1 Ranch Ave 50/Van Buren Thermal, CA 92274	0.12-miles west of the Project site	HIST UST CHMIRS	One (1) historical underground storage tank reported on-site.	Low (No contamination reported)
4	50606 Suncrest St. #6 Coachella, CA 92670	0.65-miles east of the Project site	CHMIRS	Suspicious mail at residence. Letter turned over to County Health, nothing found.	Low (Refer to site status)
5	50071 Kenmore Street Coachella, CA 92670	0.60-miles east of the Project site	CHMIRS	Sulfur contamination at residence. Resident washed agricultural spraying rig, runoff water went into street. Cleanup by county fire and health.	Low (Refer to site status)
6	Soco Apple Market #4 50980 Highway 86 Coachella, CA 92236	0.70-miles east of the Project site	LUST Cortese	Leaking underground storage tank on-site. Gasoline contamination, aquifer affected. MTBE detected.	Low (Contamination down gradient and greater than ½-mile from Project site)
7	Chevron Station #9-2447 49-975 Harrison Coachella, CA 92236	0.70-miles northeast of the Project site	Notify 65 LUST Cortese	Leaking underground storage tank on-site. Gasoline contamination, aquifer affected. Case closed July 9, 1998.	Low (Refer to site status)
B8	Lucky's Auto Service 51229 Harrison Street Coachella, CA 92236	0.70-miles southeast of the Project site	LUST Cortese HAZNET	Waste oil contamination to soil only. Case closed August 21, 1995. Aqueous solution. Disposal Method: Recycler.	Low (Refer to site status)
B9	Deleon's Service 51298 Harrison Street Coachella, CA 92236	0.70-miles southeast of the Project site	LUST Cortese	Gasoline contamination. Preliminary site assessment underway. Case closed August 18, 1998.	Low (Refer to site status)
10	Amigo Mini Mart 85-509 Highway 111 Coachella, CA 92236	0.75-miles northeast of the Project site	RCRIS-SQG FINDS LUST Cortese HAZNET	Small Quantity Generator. No violations found. Gasoline contamination, aquifer affected. Local oversight program underway. Aqueous solution. Disposal Method: Recycler.	Low (Contamination down gradient and greater than ½-mile from Project site)
C11-C12	Escher Oil 85119 Avenue 50 Coachella, CA 92236	0.85-miles northeast of the Project site	LUST Cortese Notify 65 LUST EMI	Gasoline contamination, aquifer affected. Case closed January 27, 1997.	Low (Refer to site status)

# ITEM 14.a.

## Environmental Initial Study No. 04-05 /Mitigated Negative Declaration Change of Zone No. 04-04, Tentative Tract Map No. 32075

EDR Map ID#	Site Name/Address	Direction from Project site	Regulatory LIST	Site Status	Potential for an Environmental Condition on the Project site
D13-D14	Foster-Gardner, Inc. 1577 First Street Coachella, CA 92236	0.85-miles east of the Project site	Cortese RCRIS-SQG FINDS AWP Cal-Sites DEED HAZNET HIST UST	Small Quantity Generator, no violations found. Active annual work plan site.	Low (Property located greater than ¼-mile from the Project site)
15	Sossa's Market #7 48975 Grapefruit Boulevard Coachella, CA 92236	0.75-miles northeast of the Project site	LUST Cortese	Gasoline contamination. Preliminary site assessment underway.	Low (Contamination located down gradient and greater than ¼-mile from Project site)
16	Fire Station 1377 Sixth Street Coachella, CA 92236	0.85-miles southeast of the Project site	Notify 65	No further information provided.	Low (No contamination reported)
C17	Circle K Store #1303 49989 Grapefruit Street Coachella, CA 92236	0.85-miles northeast of the Project site	RCRIS-SQG FINDS LUST Cortese HIST UST	Small Quantity Generator. No violations found. Gasoline contamination, aquifer affected. Case closed November 13, 2000.	Low (Refer to site status)
18	Walter Property 84540 Mitchell Coachella, CA 92236	0.75-miles north of the Project site	LUST Cortese	Gasoline contamination, aquifer affected. Case closed April 23, 1993.	Low (Refer to site status)
19	Coachella City Yard 1670 Second Street Coachella, CA 92236	0.95-miles east of the Project site	LUST Cortese	Diesel contamination, aquifer affected. Case closed December 8, 1999.	Low (Refer to site status)
20	Coachella Fire Station 1377 Sixth Street Coachella, CA 92236	0.95-miles southeast of the Project site	LUST Cortese	Gasoline contamination, aquifer affected. Post remedial action monitoring.	Low (Contamination located down gradient and greater than ¼-mile from Project site)
E21-E22	Old Builders Supply 85-220 Avenue 50 Coachella, CA 92236	0.95-miles southeast of the Project site	Notify 65 LUST Cortese	Gasoline contamination, aquifer affected. Case closed July 22, 1992.	Low (Refer to site status)
23	Autos Del Valle 51890 Highway 86 Coachella, CA 92236	0.9-miles southeast of the Project site	LUST Cortese	Gasoline contamination, aquifer affected. Case closed October 28, 1998.	Low (Refer to site status)

**Notes:** Map ID numbers match the site numbers indicated on the map of sites within one-mile radius contained within Appendix A, EDR SEARCH.

### POTENTIAL FOR ENVIRONMENTAL CONDITION KEY:

**Low Potential** = Potential to create environmental condition on Project site is considered to be low for one or several factors including, but not limited to, the following:

direction of groundwater flow is away from the Project site (down gradient); remedial action is underway or completed at off-site location; distance from Project site is considered great enough to not allow the creation of a potential environment condition; only soil was affected by the occurrence; and/ or reporting agency has determined no further action is necessary.

**Moderate Potential** = Potential to create environmental condition on Project site is considered to be moderate and further investigation may be necessary due to one or several factors including, but not limited to, the following:

occurrence reported but remedial status unknown; unable to confirm remedial action completed; proximity to Project site; groundwater flow is towards the Project site (up gradient).

**High Potential** = Potential to create environmental condition on Project site is considered to be high and further investigation necessary due to one or several factors including the following; occurrence noted on-site and status if remedial action unknown; occurrence affected groundwater and is located up gradient from Project site.

**Source:** RBF Consulting, Phase I Environmental Site Assessment, February 6, 2004.

4.8 HYDROLOGY AND WATER QUALITY. *Would the project:*

- a) *Violate any water quality standards or waste discharge requirements?*

**Less Than Significant Impact With Mitigation Incorporated.** Impacts to water quality would range over three different periods: 1) during the earthwork and construction phase, when the potential for erosion, siltation and sedimentation would be the greatest; 2) following construction, prior to the establishment of ground cover, when the erosion potential may remain relatively high; and 3) following completion of the Project, when impacts related to sedimentation would decrease markedly, but those associated with urban runoff would increase.

As part of Section 402 of the Clean Water Act, the U.S. Environmental Protection Agency (EPA) has established regulations under the National Pollution Discharge Elimination System (NPDES) program to control direct storm water discharge. In California, the State Water Quality Control Board (WQCB) administers the NPDES permitting program and is responsible for developing NPDES permitting requirements. The NPDES program regulates industrial pollutant discharges, which include construction activities. All new construction projects over one acre must prepare a Storm Water Pollution Prevention Plan (SWPPP) and file a Notice of Intent with the State Water Resources Control Board under the requirements of Statewide Industrial Storm Water Permit for General Construction Activities. The State then issues a permit for the construction phase of the development.

The Coachella area is within the Colorado River Basin Region (Region No. 7), which adopted its Water Quality Control Plan on November 17, 1993. The owners and operators of municipal storm sewer systems in the Whitewater River Basin, including the City of Coachella and the Coachella Valley Water District, received approval by the RWQCB in May of 1996, which includes NPDES permit No. CAS617002 along with Waste Discharge Requirements governing storm water discharge into the Whitewater River. In applying for the permit, a Storm Water Management Plan was prepared which provides a basis for reducing the discharge of pollutants into municipal storm sewers to the maximum extent practical. The permit establishes Best Management Practices (BMPs) to reduce pollutants, water quality monitoring and sampling standards to evaluate ambient water quality and the effectiveness of BMPs in reducing pollutants. Accordingly, the following mitigation measures would reduce Project impacts to a less than significant level.

**Mitigation Measures:**

*HYD1 The applicant shall obtain a Notice of Intent from the State of California Regional Water Quality Control Boards, as the approximately 58-acre proposed Project would result in the disturbance of one or more acres. A copy of the Notice of Intent acknowledgement from the State of California Regional Water Quality Control Board must be submitted to the City of Coachella before issuance of grading permits.*

*HYD2 Prior to the issuance of grading permits, Best Management Practices (BMPs) shall be developed in compliance with the City of Coachella and the*

Coachella Valley Water District NPDES Permit. Specific measures shall include:

- Siltation of drainage devices shall be handled through a maintenance program to remove silt/dirt from channels and parking areas;
- Surplus or waste materials from construction shall not be placed in drainage ways or within the 100-year floodplain surface waters;
- All loose piles of soil, silt, clay, sand, debris or other earthen materials shall be protected in a reasonable manner to eliminate any discharge to waters of the State;
- During construction, temporary gravel or sandbag dikes shall be used as necessary to prevent discharge of earthen materials from the site during periods of precipitation or runoff;
- Stabilizing agents such as straw, wood chips and/or soil sealant/dust retardant shall be used during the interim period after grading in order to strengthen exposed soil until permanent solutions are implemented; and
- Revegetated areas shall be continually maintained in order to assure adequate growth and root development.

HYD3 The applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP), which identifies construction and post construction BMPs to the City for review and approval.

HYD4 Prior to the issuance of building permits, the applicant shall submit a Water Quality Management Plan (WQMP) pursuant to the Coachella Valley Water District and the City of Coachella local implementation plan, specifically identifying BMPs that shall be used on-site to control predictable pollutant runoff.

HYD5 Prior to the issuance of building permits, the applicant shall obtain coverage under NPDES Statewide Industrial Stormwater Permit for General Construction Activities from the State Water Resources Control Board. Evidence that this has been obtained shall be submitted to the City.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

**Less Than Significant Impact.** Groundwater has historically been the principal source of water supply in the Coachella Valley. The Project site is located at the southeasterly end of the Coachella Valley Groundwater Basin as defined by the Department of Water



Resources (DWR).<sup>2</sup> This groundwater basin encompasses most of the Coachella Valley from the San Geronio Pass to the Salton Sea and has been subdivided by the DWR and U.S. Geological Survey into four interrelated water bearing sub-basins which are delineated by fault barriers that restrict the lateral movement of groundwater. Specifically, the Project site lies within the Whitewater River (or Indio) sub-basin, which encompasses approximately 400 square miles. The Project site is further located within the Thermal Subarea of the Whitewater Sub-basin. Using imported water from the Colorado River; the Coachella Valley Water District (CVWD) operates a recharge area north of Palm Springs. Recently, CVWD indicates that the groundwater basin in the lower valley is showing signs of overdraft including a drop in the water table.

According to the General Plan EIR, buildout of the General Plan would result in an increase of approximately 12 million gallons per day (GPD) of water. Based on a generation factor of 1,121 GPD/acre, the proposed Project would result in an increase demand of approximately 65,018 GPD of water.<sup>3</sup> This increase would represent 0.5 percent of the anticipated increase in water demand upon buildout of the General Plan (approximately 12.1 million GPD). In addition, the General Plan EIR indicates that the increase in demand for water as a result of buildout of the General Plan would not have a significant effect on groundwater recharge.<sup>4</sup> The General Plan EIR concludes, "because the City is working cooperatively to address the issue of groundwater supply on a regional basis, and because prior efforts in the upper Whitewater Basin have proven successful, impacts relating to the supply of water via groundwater resources are not anticipated to be significant." Therefore, since the proposed Project would result in a fraction of the increase of water to be supplied by groundwater, compared to the anticipated General Plan buildout, impacts to groundwater would be less than significant.

- c) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?*

**No Impact.** While the proposed Project would involve grading and construction activities, which would permanently alter the drainage pattern of the Project site, there are no streams or rivers that traverse the Project site. Therefore, development of the proposed Project would not result in substantial erosion or siltation on- or off-site.

- d) *Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?*

**No Impact.** There are no existing natural water bodies in the area. However, development of the vacant site with impervious surfaces (paved parking lots and driveways) would increase the amount of surface runoff in the area. Appropriate BMPs would be considered for inclusion as a means to address any potential stormwater issues. Existing infrastructure improvements, including surface gutters along Avenue 50 would provide adequate drainage for the surface runoff created by the proposed Project.

<sup>2</sup> Coachella Valley Water District, *Engineer's Report on Water Supply and Replenishment Assessment 1991/1992*.

<sup>3</sup> City of Coachella, *General Plan EIR*, Table 3.10-2, September 1996.

<sup>4</sup> *Ibid*, page 195.

Therefore, the proposed Project would not affect water courses or substantially increase the rate or amount of surface runoff to create flooding impacts, resulting in less than significant impacts.

- e) *Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?*

**Less Than Significant Impact With Mitigation Incorporated.** Construction of the proposed Project may result in minor changes in the amount of runoff due to an increase in the amount of impermeable surface area within the Project area. Surface runoff velocities, volumes, and peak flow rates would have a minor increase due to an increase in impervious surfaces. Drainage improvements would be provided on-site as part of the Project design and would be subject to review and approval by the City of Coachella. Therefore, impacts would be less than significant.

**Mitigation Measure:**

HYD6 *The Project applicant shall submit stormdrain plans to the City Engineer for approval, prior to approval of the Tentative Tract Map.*

- f) *Otherwise substantially degrade water quality?*

**Less Than Significant Impact.** Construction and post-development surface runoff would occur as a result of development on-site. The proposed Project is not anticipated to create any additional impacts that would degrade water quality beyond those previously identified in the General Plan EIR.

- g) *Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?*

**Less Than Significant Impact.** The Federal Emergency Management Agency (FEMA) produces Flood Insurance Rate Maps (FIRM) showing areas subject to 100-year floods. One-hundred-year floods are those floods expected to occur, on the average, once every 100 years, based on historical data. The 100-year flood has a 1/100 or one percent chance of occurring in any given year. Flood insurance rates are based on FEMA's designations of flood zones, and the practice is to avoid or restrict construction within the 100-year flood zones, or to engage in flood proofing techniques such as elevating building pads or by constructing flood walls and levees.

According to the most recent Flood Insurance Rate Map published by FEMA (March 22, 1983), small portions of the Study area remain in Zone AO which is defined as areas of 100-year shallow flooding where depths are between one and three feet. There are also areas within Zone B, which is between the limits of the 100-year flood and the 500-year flood; or subject to 100-year flooding at depths of less than a foot; or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. However, as discussed above, channel improvements to the Coachella Valley Storm Channel, which, as stated earlier, is designed to carry the

Standard Project Flood, make it likely that no true flood hazard currently exists in these areas.

According to a letter dated September 21, 1984 from FEMA to the City, the entire city limits as they existed at that time are in Zone C, which is classified as "Areas of Minimal Flooding" however, the most recent Flood Insurance Rate Map dated March 22, 1983 has not been updated to reflect this change in status. The Coachella Valley Water District (CVWD) indicates that the Cities of Indio and Coachella were reclassified to Zone C when channel protection was applied to portions of the Coachella Storm water Channel. In addition, the "limits of study" on this version of the FIRM does not cover unincorporated portions of the study area south of Avenue 58 suggesting that this area may need further evaluation. CVWD does indicate, however, that the Coachella Storm water Channel has ample capacity to contain the 100-year flood in this area.

The proposed Project site is not located within a 100-year flood hazard area. The Environmental Hazards Policy Diagram within the City General Plan does not indicate the Project site as an area within the 100-Year Floodplain designation. The proposed Project site is not located within a 100-year flood hazard area. The Environmental Hazards Policy Diagram within the City General Plan does not indicate the Project site as an area within the 100-Year Floodplain designation. Therefore, less than significant impact would occur in this regard.

- h) *Place within a 100-year flood hazard area structures which would impede or redirect flood flows?*

**No Impact.** As mentioned above, the proposed Project would not place structures or housing within the 100-year flood hazard area which would impede or redirect flood flows. Therefore, there would be no impacts in this regard.

- i) *Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?*

**No Impact.** As stated previously, the proposed Project does not propose any new housing or building structures within the 100-year flood plain. The proposed Project would not expose people or structures to a significant risk of loss, injury or death involving flooding or the failure of a levee or a dam. Therefore, there would be no impacts in this regard.

- j) *Inundation by seiche, tsunami, or mudflow?*

**No Impact.** The City of Coachella lies within the lower end of the Coachella Hydrological Unit, which includes approximately 1,600 square miles. Known also as the Whitewater River Basin, all surface waters ultimately discharges into the Salton Sea. Due to the location and nature of the proposed Project, in north central Riverside County and well removed from the Pacific Ocean, the potential for inundation by seiche, tsunami, or mudflow is not anticipated.

**4.9 LAND USE AND PLANNING. Would the project:**

- a)
- Physically divide an established community?*

**Less Than Significant Impact.** The majority of the area surrounding the Project site is undeveloped. In addition, the area has been zoned A-T but designated as Low Density Residential within the General Plan. Therefore, the development of 232 single-family residential uses within the Project site is consistent with the anticipated development in the surrounding community and the low-density residential General Plan designation. Thus, impacts in this regard would be less than significant.

- b)
- Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?*

**Less Than Significant Impact.** The Project site is zoned A-T (Agriculture Transitional) and designated as RL (Low Density Residential) in the City's General Plan. The proposed Project would require approval of a zone change to R-S (Residential Single-Family). The A-T designation requires a minimum lot size of five acres. However, the R-S designation provides for a minimum lot size of 6,000 square feet. Under the existing zoning designation, the Project site could be developed with a maximum of six lots per acre, while under the proposed zone change the maximum density that can be developed on the Project site would be 348 lots. The proposed Project involves development of 232 residential units for a density of 4 dwelling units per acre. Development of 232 residential units on the approximately 58-acre site would be consistent with the General Plan's RL designation. Upon approval of the zone change to R-S, the proposed Project would be required to comply with Article 030: *R-S Residential Single-Family Zone* requirements. The zoning designation establishes permitted uses and property development standards that the proposed Project must be consistent with. Approval of the zone change and compliance with Article 030 of the City's Zoning Ordinance would reduce impacts to a less than significant impact.

**Mitigation Measure:**

LAN1 *The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Community Development Department regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impacts of new development. One of these fees is the General Plan Fee to be paid at the time permits are issued. If permits are issued prior to the approval of a development impact fee, a fee shall be paid at the time permits are issued as a mitigation of the environmental impacts associated with this project. The fees shall be as follows: Buildings - \$50.00 per Dwelling Unit.*

- c) *Conflict with any applicable habitat conservation plan or natural community conservation plan?*

**Less Than Significant Impact With Mitigation Incorporated.** The Coachella Valley Association of Governments (CVAG) is currently preparing a Multiple Species Habitat Conservation Plan (MSHCP) and Natural Community Conservation Plan (NCCP) for the Coachella Valley region. The MSHCP and NCCP will create large interconnected preserves for special status species and their habitats while streamlining the regulatory process outside of the reserve areas. This will be accomplished by providing a means to standardize mitigation/compensation measures for species covered by the plan and satisfy applicable provisions of federal and state ESAs, the California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA). Measures will most likely take the form of payment of fees as a standard condition of approval for development within the fee area. A draft plan is expected to be circulated for public review after April 2004.

**Mitigation Measure:** Refer to Mitigation Measure BIO5.

#### 4.10 MINERAL RESOURCES. *Would the project:*

- a) *Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?*

**No Impact.** No classified or designated mineral deposits of statewide or regional significance are known to occur within the Project area. According to figure 42, CDMG *Mineral Land Classification and BLM Mineral Resource Potential Maps*, of the City's General Plan, the Project site is designated as MRZ-1, which is defined as, "Areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence." Therefore, the proposed Project would not result in the loss of availability of any known mineral resource valuable to the region or to the residents of the state.

- b) *Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?*

**No Impact.** Refer to Response 4.10(a).

#### 4.11 NOISE. *Would the project result in:*

- a) *Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?*

**Less Than Significant Impact With Mitigation Incorporated.** The applicable noise standards governing the Project site are the criteria in the City's Noise Element of the General Plan.

City of Coachella Environmental Hazards and Safety Element of the General Plan. The Environmental Hazards and Safety Element of the City's General Plan identifies the City's policy concerning natural and manmade hazards, including noise, in order to increase the community's public safety. The following policies from the City's General Plan relate to the proposed Project.

- The City shall require noise control plans for new development located within the 60 CNEL contour (approximately 550 feet) of the centerline of major arterial roadways, 370 feet of the centerline of arterial roadways and 225 feet of collectors.
- The City will consider the severity of noise exposure in the community planning process to prevent or minimize noise impacts to existing and proposed land uses.
- Noise sensitive land uses (residences, lodging, hospitals, long term medical care facilities, educational facilities, libraries and churches) will not be located near major noise sources unless noise mitigation measures such as walls or earth berms have been incorporated into the design of the Project to reduce noise exposures in exterior living spaces and interior living areas to the levels deemed acceptable by the City.

In addition the City of Coachella has adopted specific interior and exterior noise standards that were included in the 1987 City of Coachella General Plan Noise Element. These standards are included in Table 8, *Interior and Exterior Noise Standards*.

**Table 8  
INTERIOR AND EXTERIOR NOISE STANDARDS**

Land Use Categories		Energy/Average CNEL (dB)	
Category	Uses	Interior <sup>1</sup>	Exterior <sup>2</sup>
Residential	Single Family, Duplex, Multiple Family	45 <sup>3</sup>	65
	Mobile Home	NA	65 <sup>4</sup>
Commercial Industrial Institutional	Hotel, Motel, Transient Lodging	45	65 <sup>5</sup>
	Commercial, Retail, Bank, Restaurant	55	NA
	Office Building, Research and Development, Professional Offices, City Office Building	50	NA
	Amphitheatre, Concert Hall, Auditorium, Meeting Hall	45	NA
	Gymnasium (Multipurpose)	50	NA
	Sports Club	55	NA
	Manufacturing, Warehousing, Wholesale, Utilities	65	NA
	Movie Theatres	45	NA

Institutional	Hospital, School Classroom	45	65
	Church, Library	45	NA
Open Space	Parks	NA	65
<b>Notes:</b> 1. Indoor environment excluding: bathrooms, toilets, closets, corridors. 2. Outdoor environment limited to : Private yard of single family, Multi-family private patio or balcony served by a means of exit from inside, mobile home park, hospital patio, park's picnic area, school playground and hotel and motel recreation area. 3. Noise levels required with closed windows. Mechanical ventilating system or other means of natural ventilation shall be provided per Chapter 12, Section 1205 of the Uniform Building Code. 4. Exterior noise level should be such that internal noise level will not exceed 45 CNEL. 5. Except those areas affected by aircraft noise.			
<b>Source:</b> City of Coachella, <i>General Plan EIR</i> , September 1996.			

Short-term noise impacts would be associated with excavation, grading, and erecting of buildings on-site during construction of the proposed Project. Construction related short-term noise levels would be higher than existing ambient noise levels in the Project area today, but would no longer occur once construction of the Project is completed.

Two types of short-term noise impacts could occur during the construction of the proposed Project. First, construction crew commutes and the transport of construction equipment and materials to the site for the proposed Project would incrementally increase noise levels on access roads leading to the site. Although there would be a relatively high single-event noise exposure potential causing intermittent noise nuisance (passing trucks at 50 feet would generate up to a maximum of 87 dBA), the effect on longer term (hourly or daily) ambient noise levels would be small. Therefore, short-term construction related impacts associated with worker commute and equipment transport to the Project site would be less than significant.

The second type of short-term noise impact is related to noise generated during excavation, grading, and construction of buildings on the Project site. Construction is completed in discrete steps, each of which has its own mix of equipment, and consequently, its own noise characteristics. These various sequential phases would change the character of the noise generated on the site, and therefore the noise levels surrounding the site as construction progresses. Despite the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table 9, *Typical Construction Equipment Noise Levels*, lists typical construction equipment noise levels based on a distance of 50 feet between the equipment and a noise receptor. Typical noise levels range up to 91 dBA  $L_{max}$  at 50 feet during the noisiest construction phases. The site preparation phase, which includes excavation and grading of the site, tends to generate the highest noise levels, because the noisiest construction equipment is earthmoving equipment. Earthmoving equipment includes excavating machinery such as backhoes, bulldozers, draglines, and front loaders. Earthmoving and compacting equipment includes compactors, scrapers, and graders. Typical operating cycles for these types of construction equipment may involve one or two minutes of full-power operation followed by three or four minutes at lower power settings.

# ITEM 14.a.

Environmental Initial Study No. 04-05 / Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075

Environmental Initial Study No. 04-05 / Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075

Construction of the proposed Project is expected to require the use of earthmovers, bulldozers and water and pickup trucks. Based on the information in Table 9, the maximum noise level generated by each earthmover on the Project site is assumed to be 88 dBA  $L_{max}$  at 50 feet from the earthmover. Each bulldozer would also generate 88 dBA  $L_{max}$  at 50 feet. The maximum noise level generated by water and pickup trucks is approximately 86 dBA  $L_{max}$  at 50 feet from these vehicles. Each doubling of the sound source with equal strength increases the noise level by 3 dBA. Assuming that each piece of construction equipment operates at some distance from the other equipment, the worst-case combined noise level during this phase of construction would be 91 dBA  $L_{max}$  at a distance of 50 feet from the active construction area.

There are no sensitive receptors within the vicinity of the Project area that would be subjected to noise levels above those established by the City. However, compliance with the construction hours specified in the City's Noise Ordinance as well as implementation of the recommended mitigation measures would ensure that construction noise impacts would be reduced to a less than significant level.

**Table 9**  
**TYPICAL CONSTRUCTION EQUIPMENT NOISE LEVELS**

Type of Equipment	Range of Maximum Sound Levels Measured (dBA at 50 feet)	Suggested Maximum Sound Levels for Analysis (dBA at 50 feet)
Pile Drivers, 12,000 to 18,000 ft-lb/blow	81 to 96	93
Rock Drills	83 to 99	96
Jack Hammers	75 to 85	82
Pneumatic Tools	78 to 88	85
Pumps	74 to 84	80
Dozers	77 to 90	85
Scrapers	83 to 91	87
Haul Trucks	83 to 94	88
Cranes	79 to 86	82
Portable Generators	71 to 87	80
Rollers	75 to 82	80
Tractors	77 to 82	80
Front-End Loaders	77 to 90	86
Hydraulic Backhoe	81 to 90	86
Hydraulic Excavators	81 to 90	86
Graders	79 to 89	86
Air Compressors	76 to 89	86
Trucks	81 to 87	86

Source: Noise Control for Buildings and Manufacturing Plants, Bolt, Beranek & Newman 1987.

### **Mitigation Measures:**



- N1 During all Project site excavation and grading, the Project Contractor shall equip all construction equipment, fixed or mobile, with properly operating and maintained mufflers consistent with manufacturers' standards.
- N2 The Construction Contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the Project site.
- N3 The Construction Contractor shall locate equipment staging in areas that will create the greatest distance between construction-related noise sources and noise-sensitive receptors nearest the Project site during all Project construction.

- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

**Less Than Significant Impact.** Minimal groundborne vibrations or noise would be created by the proposed Project. However, no excessive groundborne vibration or noise would be created by the proposed Project. Excessive groundborne vibration is typically caused by activities such as blasting used in mining operations, or the use of pile drivers during construction. The proposed Project would not require any blasting and no pile driving is anticipated. Thus, the grading and construction of infrastructure and buildings is not anticipated to generate excessive groundborne vibration or groundborne noise levels. Thus, less than significant impacts would occur in this regard.

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

**Less Than Significant Impact.**

#### LONG-TERM (MOBILE) SOURCES

In accordance with the Project Traffic Study, mobile source noise impacts on the surrounding street network were modeled for Future (2005) and Future (2005) Plus Project. These two scenarios were modeled to demonstrate the Project's net acoustical increase over future ambient (No Project) conditions. An increase of five dBA or greater in noise levels occurring from Project-related activities would be significant when the "No Project" noise level is below 65 dBA CNEL. Additionally, an increase of three dBA or greater in noise levels occurring from Project-related activities would be significant when the "No Project" noise level is above 65 dBA CNEL.

In Table 10, *Projected Noise Levels Per Roadway Segment*, the first contour (dBA at 100 feet from centerline) depicts the noise level that would be heard 100 feet perpendicular to the roadway centerline. This is the typical distance to the midpoint of a rear yard for a receptor adjacent to a roadway. The second contour (distance from roadway centerline) illustrates the distances for which various noise levels would be encountered. The distance from centerline, which is the midpoint of the roadway cross section, depicts the spreading effect of the acoustics generated by mobile sources.

According to Table 10, under the “2005 Without Project” scenario, noise levels at a distance of 100 feet from centerline would range from approximately 47 dBA to 63 dBA. The highest noise levels would occur along Harrison Street, south of Avenue 50. Noise levels along this roadway segment would be 62.9 dBA at 100 feet from the roadway centerline. The lowest noise levels would occur along Frederick Street, north of Avenue 51. Noise levels along this roadway segment would be 47.4 dBA at 100 feet from the roadway centerline.

Under the “2005 With Project” scenario, noise levels at a distance of 100 feet from centerline would also range from approximately 49 to 63 dBA. The highest noise levels would occur along Harrison Street, south of Avenue 50. Noise levels along this roadway segment would be 66.6 dBA at 100 feet from the roadway centerline. The lowest noise levels would occur along Frederick Street, south of Avenue 51. Noise levels along this roadway segment would be 48.4 dBA at 100 feet from the roadway centerline.

Table 10 also compares the “2005 Without Project” scenario with the “2005 With Project” scenario. The highest noise increase would occur along Harrison Street, which would have a noise increase of 3.8 dBA. Under the “2005 Without Project Scenario”, this roadway segment would be 62.4 dBA at 100 feet from the roadway centerline.

**Table 10  
PROJECTED NOISE LEVELS PER ROADWAY SEGMENT**

Roadway Segment	Future					Future Plus Project					Difference in dBA @100 Feet from Roadway
	ADT	dBA @ 100 Feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			ADT	dBA @ 100 feet from Roadway Centerline	Distance from Roadway Centerline to: (Feet)			
			60 CNEL Noise contour	65 CNEL Noise Contour	70 CNEL Noise Contour			60 CNEL Noise Contour	65 CNEL Noise Contour	70 CNEL Noise Contour	
<b>Avenue 50</b>											
East of Harrison Street	4,675	55.5	57	27	12	5,275	56.0	62	29	13	0.5
West of Calhoun Street	7,470	57.5	78	36	17	7,670	57.7	80	37	17	0.2
West of Frederick Street	7,545	57.6	79	37	17	8,390	58.1	85	39	18	1.5
West of Harrison Street	7,828	57.7	81	37	17	10,658	59.1	99	46	21	1.4
West of Van Buren Street	7,925	57.8	81	38	18	8,003	57.8	82	38	18	0.0
<b>Avenue 51</b>											
West of Calhoun Street	1,050	49.0	21	10	5	1,050	49.0	21	10	5	0.0
West of Frederick Street	1,870	51.5	31	14	7	2,393	52.6	37	17	8	1.1
West of Harrison Street	2,350	52.5	36	17	8	2,450	52.7	37	17	8	0.2
West of Van Buren Street	1,195	49.6	23	11	5	1,195	49.6	23	11	5	0.0
<b>Avenue 52</b>											
West of Frederick Street	5,130	55.9	61	28	13	5,130	55.9	61	28	13	0.0
West of Van Buren Street	4,245	55.1	54	25	12	4,455	55.3	55	26	12	0.2
<b>Calhoun Street</b>											
North of Avenue 50	4,210	55.1	53	25	11	4,410	55.3	55	26	12	0.2
North of Avenue 51	1,720	51.2	29	14	6	1,720	51.2	29	14	6	0.0
South of Avenue 51	1,685	51.1	29	13	6	1,685	51.1	29	13	6	0.0

<b>Frederick Street</b>											
North of Avenue 50	2,400	52.6	37	17	8	2,500	52.8	38	17	8	0.2
North of Avenue 51	723	47.4	16	8	4	1,058	49.1	21	10	5	1.7
South of Avenue 51	835	48.0	18	8	4	900	48.4	19	9	4	0.4
<b>Harrison Street</b>											
North of Avenue 50	11,400	62.4	183	85	39	27,095	66.2	325	151	70	3.8
South of Avenue 50	12,925	62.9	199	92	43	30,055	66.6	348	162	75	3.7
<b>Van Buren Street</b>											
North of Avenue 50	7,855	57.8	81	38	17	5,180	56.0	61	28	13	1.8
North of Avenue 51	2,680	53.1	39	18	8	2,890	53.4	42	19	9	0.3
North of Avenue 52	2,445	52.7	37	17	8	2,763	53.2	40	19	9	0.5

**Note:** Noise level models computed for 2020 scenarios utilized existing 2004 roadway cross-section data.

As noted previously, an increase of five dBA or less is considered less than significant when the "No Project" noise levels are less than 65 dBA CNEL. Additionally, an increase of three dBA or greater in noise levels occurring from Project-related activities would be significant when the "No Project" noise level is above 65 dBA CNEL. Since the largest traffic noise increase due to Project related traffic would be 3.8 dBA (along Harrison Street) where the traffic noise level without the Project is 62.4 dBA (less than 65 dBA), a less than significant impact would occur as a result of Project implementation.

However, as indicated in the City's General Plan, the City will require noise control plans for new development located within the 60 CNEL contour of the centerline of a major roadway. Since the 60 CNEL contour extends a maximum of 199 feet from the roadway centerline (Harrison Street, south of Avenue 50), the proposed Project will not be required to prepare noise control plans.

### LONG-TERM (STATIONARY) SOURCES

Mechanical equipment such as air conditioners often generate noise levels that may exceed local noise standards. At a distance of 90 feet, the noise level from all units operating simultaneously would be approximately 54 dBA, which is below the City's acceptable exterior noise level of 65 dBA CNEL.<sup>5</sup> Therefore, there would be a less than significant impacts associated with long-term stationary sources.

- d) *A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?*

**Less Than Significant Impact With Mitigation Incorporated.** Refer to Response 4.11(a).

<sup>5</sup> Per conversation with Carmen Manriquez, City Planner, on March 22, 2004.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

**No Impact.** The Project site is not located within two miles of a public airport or public use airport. Given the Project's site distance from the Desert Resorts Regional Airport (approximately six miles), no impacts are anticipated in this regard.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

**No Impact.** The Project site is not located within the vicinity of a private airstrip. Thus, future uses would not be subjected to excessive noise levels in this regard.

#### 4.12 POPULATION AND HOUSING. *Would the project:*

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

**Less Than Significant Impact.** A project could induce population growth in an area either directly or indirectly. More specifically, the development of new homes or businesses could induce population growth directly, whereas, the extension of roads or other infrastructure could induce population growth indirectly. According to the 2000 Census, the City of Coachella's population was approximately 22,724 persons. As of January 1, 2003, the City's population was approximately 26,772 persons.<sup>6</sup>

The net increase of 232 housing units within the Project area would cause an increase in the City's population. Based on an estimate of 4.8 persons per household (State of California Department of Finance), the development of 232 additional housing units would result in a population increase of approximately 1,114 persons. As a result of Project implementation, the City's population would increase to approximately 27,886 persons. This would represent an approximately 4.2 percent increase over the City's 2003 population estimate of 26,772 persons.

The Southern California Association of Governments (SCAG) is the regional planning body for the Southern California region. SCAG projects the City of Coachella's population to reach approximately 22,996 by the year 2005 and 29,283 by the year 2020. This increase would represent approximately 30 percent of SCAG's projected growth anticipated by the year 2020. Due to the under-estimation of population growth by SCAG (the 2003 population of 26,772 persons is already above SCAG's projected population of 22,996 by 2005), the City's population growth is anticipated to be greater than that projected by SCAG. Based upon a historical growth rate of 2.6 percent a year, the City of Glendora's population is projected to be 41,409 persons by the year 2020.<sup>7</sup> This is more consistent with the growth anticipated in the City's General Plan based on

<sup>6</sup> California Department of Finance, *Table 2 – E-5 City/County Population and Housing Estimates, 1/1/2003*, updated 2003.

<sup>7</sup> This figure is based upon an average of historical population growth from the Department of Finance from 1990 through 2000.

the assumption of a 3.3 percent growth rate from 2000 through 2005. The City's General Plan anticipates a total population of 27,306 persons by the year 2005, an increase of approximately 534 persons from the City's 2003 estimated population. Therefore, an increase of 1,114 persons as a result of Project implementation would directly induce substantial population growth. However, the City's General Plan projected a need for 1,488 additional residential units by the year 2005. The addition of 232 residential units represents approximately 15.6 percent of the required additional housing needed by the year 2005. Therefore, while the proposed Project would induce population growth, the proposed Project would decrease the existing housing shortage, resulting in less than significant impacts in this regard.

- b) *Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?*

**No Impact.** The proposed Project involves the development of currently vacant land with 232 residential units. Therefore, the proposed Project would not involve the displacement of existing housing and there would be no impacts in this regard.

- c) *Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?*

**No Impact.** Refer to Response 4.12(b).

#### 4.13 PUBLIC SERVICES.

- a) *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratio, response times or other performance objectives for any of the public service:*

- 1) *Fire protection?*

**Less Than Significant Impact.** The City of Coachella currently contracts with the Riverside County Fire Department for fire protection services and emergency medical services. The City's General Plan policy in regards to fire protection is to, "achieve a high standard of fire protection to adequately serve the City at full buildout. The targeted standard of personnel per 1,000 populations is 2.0. The targeted response time is five minutes or less. The service standard is to provide fire protection within a 1.5 mile radius from the fire stations."

The fire station that would serve the Project site is Fire Station #79, located at 1377 6<sup>th</sup> Street, approximately 2.3 miles southeast of the Project site. Fire Station #79 has a total of eight full-time personnel, which results in approximately 3.3 firefighters for every 1,000 residents, which is slightly higher than the City's standard of 2.0. Fire Station #79 includes two Type 1 Engines, one Breathe Support facility, one water tender, one utility truck and one Battalion Chief.<sup>8</sup>

<sup>8</sup> Per phone conversation on March 2, 2004, with Robert Michael of the Riverside County Fire Department.

Although new residences would exist on-site, this would not result in significant emergency service impacts. The proposed Project would result in the addition of 989 persons, which would increase the firefighter personnel per 1,000 population to 3.5.<sup>9</sup> This would not result in significant emergency service impacts. In addition, the overall Project design shall be required to provide adequate emergency vehicle access. The Riverside County Fire Department would review and comment on the site plan prior to Project approval. As part of the review, the Riverside County Fire Department would impose standard conditions of approval, which would ensure that Project impacts are at a less than significant level.

2) *Police protection?*

**Less Than Significant Impact.** The City of Coachella Police Department is under contract with the Riverside County Sheriff's Department, which provides police protection services to the Project site. The nearest police station is located at 82-695 Dr. Carreon Boulevard, within the City of Indio. The City's General Plan policy in regard to police protection is to, "achieve a high standard of police protection to adequately serve the City at full buildout to a standard of 1.3 sworn officers per 1,000 population."

Although new residences would exist on-site, this would not result in significant emergency service impacts. The overall Project design shall be required to provide adequate emergency vehicle access. The Police Department would review the site plan as a standard condition of approval, resulting in less than significant impacts in this regard.

3) *Schools?*

**Less Than Significant Impact With Mitigation Incorporated.** The Coachella Valley Unified School District (CVUSD) serves the entire City of Coachella, portions of Indio and La Quinta, as well as unincorporated communities of Thermal and Mecca. Based on the student generation rate of 1.12 students per residential unit, provided by the CVUSD, the estimated potential students for the proposed Project would result in the addition of approximately 260 students. Students from the Project site would go to the Mountain Vista Elementary School (K-6), Cahuilla Desert Academy (7-8) or Coachella Valley High School (9-12). Each of these schools are currently at capacity with total enrollment for Mountain Vista Elementary School at 681 students, 1,330 students enrolled at Cahuilla Desert Academy and a total of 2,873 students enrolled at Coachella Valley High School.

Developers shall be required to pay school impact fees, as authorized by State law, in order to reduce impacts resulting from new development, to less than significant levels. Currently, the CVUSD Level 1 Impact Fees are \$2.24 per square foot of residential uses and Level 2 Fees are \$2.19 per square foot. However, Level 2 Fees are anticipated to increase to above \$2.70 per square foot in April 2004. Payment of school fees is considered full mitigation of new development impacts on schools.

<sup>9</sup> Based on an estimate of 4.8 persons per household (State of California Department of Finance), the development of 232 additional housing units would result in a population increase of approximately 1,114 persons.

**Mitigation Measures:**

PS1 The developer is subject to school assessment fees pursuant to California State law. The developer shall provide evidence of compliance to the City prior to issuance of building permits.

4) Parks?

**Less Than Significant Impact With Mitigation Incorporated.** The City required new residential development to dedicate land or fees in lieu for park and recreation facilities in order to achieve a standard of five acres of park space/open space per 1,000 population. The proposed Project would be required to comply with Section 21-266, *Dedication of Land and/or Payment of Fees for Park and Recreation Purposes Pursuant to the Quimby Act*, of the City's Municipal Code. Dedication of land or payment of fees pursuant to Section 21-266 of the City's Municipal Code would reduce all impacts to parks to a less than significant level.

**Mitigation Measure:**

PS2 The developer is subject to park assessment fees pursuant to California State law. The developer shall provide evidence of either the dedication of land or fees paid in lieu of, to the City prior to issuance of building permits.

5) Other Public Facilities?

**Less Than Significant Impact.** Due to the size and scope of the proposed Project, the Project would not significantly affect other governmental agencies or facilities. No significant impacts are anticipated in this regard.

**4.14 RECREATION**

a) *Would the proposed project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?*

**Less Than Significant Impact With Mitigation Incorporated.** The proposed Project would result in 232 new single-family homes, generating approximately 1,114 new residents, who would utilize existing parks and recreation facilities. The proposed Project would be subject to payment of Quimby Act Fees, which would mitigate impacts as a result of increased use of the City's recreational facilities. Payment of required mitigation fees would reduce impacts to recreation facilities to a less than significant level.

**Mitigation Measures:** Refer to Mitigation Measure PS2.

b) *Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?*

# ITEM 14.a.

58-ACRE KIRKJAN Project

Environmental Initial Study No. 04-05 /Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075

**No Impact.** The proposed Project would result in 232 new single-family homes generating approximately 1,114 new residents, who would utilize existing parks and recreation facilities. No on-site recreational facilities are proposed. Therefore, there are no impacts in this regard.

## 4.15 TRANSPORTATION/TRAFFIC. *Would the project:*

RBF Consulting has prepared an analysis evaluating the traffic impacts of the proposed 58-acre Kirkjan project. The Traffic Impact Analysis prepared by RBF Consulting, dated March 2004, is reproduced in its entirety as Appendix B, *Traffic Impact Analysis*.

### Study Area

City of Coachella staff identified the following eight intersections for analysis in this study:

- Calhoun Street/Avenue 50 (4-way stop controlled);
- Calhoun Street/Avenue 51 (4-way stop controlled);
- Van Buren Street/Avenue 50 (4-way stop controlled);
- Van Buren Street/Avenue 51 (4-way stop controlled);
- Van Buren Street/Avenue 52 (4-way stop controlled);
- Frederick Street/Avenue 50 (4-way stop controlled);
- Frederick Street/Avenue 51 (2-way stop controlled); and
- Harrison Street/Avenue 50 (signalized).

The study intersections were analyzed for the following study scenarios:

- Existing Conditions;
- Forecast Year 2005 Without Project Conditions;
- Forecast Year 2005 With Project Conditions;
- Forecast General Plan Buildout Without Project Conditions; and
- Forecast General Plan Buildout With Project Conditions.

### Analysis Methodology

Level of service (LOS) is commonly used as a qualitative description of intersection operation and is based on the type of traffic control and delay experienced at the intersection. The Highway Capacity Manual (HCM) analysis methodology for *Signalized Intersections* and *Unsignalized Intersections* is utilized to determine the operating LOS of the study intersections.

The HCM analysis methodology describes the operation of an intersection using a range of LOS from LOS A (free-flow conditions) to LOS F (severely congested conditions), based on the corresponding ranges of stopped delay experienced per vehicle for signalized and unsignalized intersections shown in Table 11, *LOS and Delay Ranges*.

**Table 11  
LOS AND DELAY RANGES**

	Delay (seconds/vehicle)
--	-------------------------



LOS	Signalized Intersections	Unsignalized Intersections
A	< 10.0	≤ 10.0
B	> 10.0 to < 20.0	> 10.0 to < 15.0
C	> 20.0 to < 35.0	> 15.0 to < 25.0
D	> 35.0 to < 55.0	> 25.0 to < 35.0
E	> 55.0 to < 80.0	> 35.0 to < 50.0
F	> 80.0	> 50.0

Source: Transportation Research Board, Highway Capacity Manual, Special Report 209, Third Edition (Washington D.C., 1997).

**Performance Criteria**

The City of Coachella goal for peak hour intersection operation is LOS C or better.

**Threshold of Significance**

To determine whether the addition of Project-generated trips results in a significant impact at a study intersection, the City of Coachella has established the following threshold of significance:

- At intersections operating at LOS C or better, a significant project impact occurs when a proposed project decreases the peak hour LOS at a study intersection to LOS D or worse.

- a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?

**Less Than Significant Impact With Mitigation Incorporated.**

**Existing Peak Hour Level of Service**

Table 12, *Existing Conditions Peak Hour LOS*, summarizes the existing a.m. and p.m. peak hour average stopped delay per vehicle and corresponding LOS of the study intersections based on existing peak hour intersection volumes; detailed HCM analysis sheets are provided in Appendix B.

**Table 12  
EXISTING CONDITIONS PEAK HOUR LOS**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50 (Stop)	8.2	A	9.9	A
Calhoun St/Avenue 51 (Stop)	7.4	A	7.7	A
Van Buren St/Avenue 50 (Stop)	8.1	A	10.2	B

Van Buren St/Avenue 51 (Stop)	7.6	A	8.1	A
Van Buren St/Avenue 52 (Stop)	9.9	A	10.1	B
Frederick St/Avenue 50 (Stop)	8.4	A	11.4	B
Frederick St/Avenue 51(Stop)	9.1	A	11.4	B
Harrison St/Avenue 50 (Signal)	13.5	B	18.0	B
<b>Source:</b> RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.				

As shown in Table 12, all study intersections are currently operating at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours according to City of Coachella performance criteria.

### FORECAST YEAR 2005 WITHOUT PROJECT CONDITIONS

Thirty-two other projects in the vicinity of the Project study area have been approved by the City of Coachella and the City of Indio, but have not yet been constructed and therefore are not currently generating trips. However, by year 2005, these 32 approved projects are expected to be built and generating trips. This section analyzes the impact of adding trips forecast to be generated by these 32 approved projects to existing traffic conditions to reflect forecast year 2005 without Project conditions. Approved Project trip generation and assignment data was provided by the City of Coachella and the City of Indio for use in this analysis. To calculate trips forecast to be generated by an approved project or a proposed project, transportation planners/engineers utilize published trip generation rate sources such as *Institute of Transportation Engineers (ITE) Trip Generation Manual*, 6<sup>th</sup> Edition, which is used to analyze the proposed Project.

The City of Indio approved projects are forecast to generate approximately 22,052 daily trips, which includes approximately 1,866 a.m. peak hour trips and approximately 2,253 p.m. peak hour trips. The City of Coachella approved projects are forecast to generate approximately 24,00 daily trips, which includes approximately 1,691 a.m. peak hour trips and approximately 2,329 p.m. peak hour trips.

### Approved Projects Improvements

Since trips forecasted to be generated by the approved projects are included in this study, planned improvements for the approved projects are assumed as well. Improvements planned by 2005 as part of already approved projects include:

- An additional westbound lane on Avenue 50 will be constructed along the Project site frontage.
- Two additional southbound lanes on Van Buren Street will be constructed along the Project site frontage.

- The southbound Van Buren Street approach at the Van Buren Street/Avenue 50 intersection will be widened from one shared left-turn/through/right-turn lane to one left-turn lane, two through lanes and one right-turn lane.
- An additional westbound lane on Avenue 50 will be constructed along the Project site frontage.
- An additional southbound lane on Frederick Street will be constructed along the Project site frontage.
- The southbound Frederick Street approach at the Frederick Street/Avenue 50 intersection will be widened from one shared left-turn/through/right-turn lane to one left-turn lane, one through lane, and one defacto right-turn lane.

**Forecast Year 2005 Without Project Conditions Peak Hour Level of Service**

Forecast year 2005 without Project traffic volumes were derived by adding City of Coachella and City of Indio approved projects-generated trips to existing conditions traffic volumes.

Table 13, *Forecast Year 2005 Without Project Peak Hour LOS*, summarizes forecast year 2005 without Project conditions a.m. and p.m. peak hour average stopped delay per vehicle and corresponding LOS of the study intersections; detailed HCM analysis sheets are provided in Appendix B.

**Table 13  
FORECAST YEAR 2005 WITHOUT PROJECT PEAK HOUR LOS**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50 (Stop)	10.8	B	<b>25.1</b>	<b>D</b>
Calhoun St/Avenue 51 (Stop)	7.6	A	8.0	A
Van Buren St/Avenue 50 (Stop)	11.1	B	<b>28.9</b>	<b>D</b>
Van Buren St/Avenue 51 (Stop)	7.8	A	8.4	A
Van Buren St/Avenue 52 (Stop)	10.3	B	10.7	B
Frederick St/Avenue 50 (Stop)	10.4	B	<b>26.7</b>	<b>D</b>
Frederick St/Avenue 51 (Stop)	9.1	A	11.4	B
Harrison St/Avenue 50 (Signal)	17.0	B	21.2	C
<b>Note:</b> Deficient intersection operation shown in bold.				
<b>Source:</b> RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.				

As shown in Table 13, three study intersections are forecast to operate at an unacceptable LOS (LOS D or worse) according to City of Coachella performance criteria for forecast year 2005 without Project conditions:

- Calhoun Street/Avenue 50 (p.m. peak hour only);
- Van Buren Street/Avenue 50 (p.m. peak hour only); and
- Frederick Street/Avenue 50 (p.m. peak hour only).

**Forecast Year 2005 Without Project Conditions Recommended Improvements**

To eliminate the forecast year 2005 without Project conditions deficiencies at the three study intersections, the following improvements are recommended:

- Calhoun Street/Avenue 50 - Modify eastbound Avenue 50 approach from one shared left-turn/through lane and one defacto right-turn lane to consist of one left-turn lane and one shared through/right-turn lane.
- Van Buren Street/Avenue 50 - Modify eastbound Avenue 50 approach from one shared left-turn/through lane and one defacto right-turn lane to consist of shared left-turn/through lane and one shared through/right-turn lane.
- Frederick Street/Avenue 50 - Modify westbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.

Assuming implementation of the recommended improvements, Table 14, *Forecast Improved Year 2005 Without Project Conditions Peak Hour LOS*, shows the forecast LOS of the three intersections for forecast year 2005 without Project conditions; detailed HCM analysis sheets are provided in Appendix B.

**Table 14  
FORECAST IMPROVED YEAR 2005 WITHOUT PROJECT CONDITIONS PEAK  
HOUR LOS**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50	10.5	B	17.5	C
Van Buren St/Avenue 50	10.5	B	23.5	C
Frederick St/Avenue 50	10.4	B	21.5	C
<b>Source:</b> RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.				

As shown in Table 14, assuming implementation of the recommended improvements, the three deficient study intersections are forecast to operate at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours for forecast year 2005 without Project conditions.

**PROPOSED PROJECT**

The proposed 58-acre Project site consists of 232 single-family dwelling units in the City of Coachella. As part of the proposed Project, the following improvements are planned for Avenue 50 and Avenue 51:

- An additional eastbound lane on Avenue 50 will be constructed along the Project site frontage.
- An additional westbound lane on Avenue 51 will be constructed along the Project site frontage.

**Project Trip Generation**

Table 15, *Proposed Project ITE Trip Rates*, summarizes the *Institute of Transportation Engineers (ITE)* trip generation rates used to calculate the number of trips forecast to be generated by the proposed Project.

Table 16, *Forecast Project Trip Generation*, summarizes trips forecast to be generated by the proposed Project utilizing the trip generation rates shown in Table 15.

As shown in Table 16, the proposed Project is forecast to generate approximately 2,220 daily trips, which includes approximately 179 a.m. peak hour trips and approximately 237 p.m. peak hour trips.

**Table 15  
PROPOSED PROJECT ITE TRIP RATES**

Land Use (ITE Code)	AM Peak Hour Rates			PM Peak Hour Rates			Daily Trip Rate
	In	Out	Total	In	Out	Total	
Single-Family Detached Housing (210)	0.19	0.58	0.77	0.65	0.37	1.02	9.57

Source: 1997 ITE Trip Generation Manual, 6<sup>th</sup> Edition.

**Table 16  
FORECAST PROJECT TRIP GENERATION**

Land Use	AM Peak Hour Trips			PM Peak Hour Trips			Daily Trips
	In	Out	Total	In	Out	Total	
232 Single-Family Dwelling Units	44	135	179	151	86	237	2,220

Source: 1997 ITE Trip Generation Manual, 6<sup>th</sup> Edition.

**FORECAST YEAR 2005 WITH PROJECT CONDITIONS**

# ITEM 14.a.

**58-Acre Kirkjan Project**

**Environmental Initial Study No. 04-05 /Mitigated Negative Declaration  
Change of Zone No. 04-04, Tentative Tract Map No. 32075**

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This section analyzes the impact of adding trips forecast to be generated by the proposed Project to forecast year 2005 without Project traffic conditions.

Forecast year 2005 with Project traffic volumes were derived by adding Project - generated trips to forecast year 2005 without Project traffic volumes. Forecast year 2005 with Project conditions assume implementation of improvements recommended to eliminate forecast year 2005 without Project deficiencies.

## **Forecast Year 2005 With Project Conditions Peak Hour Level of Service**

Table 17, *Forecast Year 2005 With Project Peak Hour LOS*, summarizes the forecast year 2005 with Project conditions a.m. and p.m. peak hour average stopped delay per vehicle and corresponding LOS of the study intersections; detailed HCM analysis sheets are provided in Appendix B.

As shown in Table 17, two study intersections are forecast to operate at an unacceptable LOS (LOS D or worse) according to City of Coachella performance criteria for forecast year 2005 with Project conditions:

- Van Buren Street/Avenue 50 (p.m. peak hour only); and
- Frederick Street/Avenue 50 (p.m. peak hour only).

To eliminate the forecast year 2005 with Project conditions deficiencies at the two study intersections, the following mitigation measures are recommended:

**Table 17**  
**FORECAST YEAR 2005 WITH PROJECT PEAK HOUR LOS**

Study Intersection	Forecast Improved Year 2005 Without Project				Forecast Year 2005 With Project			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50 (Stop)	10.5	B	17.5	C	10.8	B	19.1	C
Calhoun St/Avenue 51 (Stop)	7.6	A	8.0	A	7.6	A	8.0	A
Van Buren St/Avenue 50 (Stop)	10.5	B	23.5	C	11.0	B	<b>29.5</b>	E
Van Buren St/Avenue 51 (Stop)	7.8	A	8.4	A	8.0	A	8.7	A
Van Buren St/Avenue 52 (Stop)	10.3	B	10.7	B	10.4	B	11.0	B
Frederick St/Avenue 50 (Stop)	10.4	B	21.5	C	11.0	B	<b>26.3</b>	D
Frederick St/Avenue 51 (Stop)	9.1	A	11.4	A	9.2	A	10.4	B
Harrison St/Avenue 50 (Signal)	17.0	B	21.2	C	17.0	B	21.4	C
<b>Note:</b> Deficient intersection operation shown in bold.								
<b>Source:</b> RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.								

- Van Buren Street/Avenue 50 - Modify eastbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.
- Frederick Street/Avenue 50 - Modify westbound Avenue 50 approach from one left-turn lane, one through lane, and one right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.

Assuming implementation of the recommended mitigation measures, Table 18, *Forecast Mitigated Year 2005 With Project Peak Hour LOS*, shows the forecast LOS of the two intersections for forecast year 2005 with Project conditions; detailed HCM analysis sheets are provided in Appendix B.

**Table 18**  
**FORECAST MITIGATED YEAR 2005 WITH PROJECT PEAK HOUR LOS**

Study Intersection	Non-Mitigated				Mitigated			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Van Buren St/Avenue 50 (Stop)	11.0	B	<b>29.5</b>	E	10.5	B	20.9	C
Frederick St/Avenue 50 (Stop)	11.0	B	<b>26.3</b>	D	10.7	B	17.8	C
<b>Note:</b> Deficient intersection operation shown in bold.								
<b>Source:</b> RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.								

As shown in Table 18, assuming implementation of the recommended mitigation measures, the two study intersections are forecast to operate at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours for forecast mitigated year 2005 with Project conditions.

### **FORECAST GENERAL PLAN BUILDOUT WITHOUT PROJECT CONDITIONS**

Forecast General Plan buildout without Project traffic volumes were derived by applying an annual growth rate factor of five percent on top of existing traffic volumes to obtain year 2025 volumes as directed by City staff.

#### **Planned Roadway Improvements**

Forecast General Plan buildout conditions assume buildout of the City General Plan Circulation Element as follows:

- Calhoun Street is improved to a two-lane, undivided Collector. At the intersections, Calhoun Street consists of one left-turn lane, one through lane, and one defacto right-turn lane;
- Van Buren Street is improved to a four-lane, divided Secondary Arterial. At the intersections, Van Buren Street consists of one left-turn lane, two through lanes, and one defacto right-turn lane;
- Frederick Street, south of Avenue 50, is improved to a four-lane, divided Secondary Arterial. At the intersections, Frederick Street consists of one left-turn lane, two through lanes, and one defacto right-turn lane;
- Harrison Street is improved to an eight-lane, divided Enhanced Major Arterial. At the intersections, Harrison Street consists of one left-turn lane, four through lanes, and one right-turn lane;
- Avenue 50 is improved to a four-lane, divided Primary Arterial. At the intersections, Avenue 50 consists of one left-turn lane, two through lanes, and one right-turn lane;
- Avenue 51 is improved to a four-lane, divided Secondary Arterial. At the intersections, Avenue 51 consists of one left-turn lane, two through lanes, and one defacto right-turn lane; and
- Avenue 52 is improved to a six-lane, divided Major Arterial. At the intersections, Avenue 52 consists of one left-turn lane, three through lanes, and one right-turn lane.

#### **Forecast General Plan Buildout Without Project Conditions Peak Hour Level of Service**

In response to widening the roadways to satisfy General Plan buildout conditions, the following intersections are assumed to be signalized:

- Calhoun Street/Avenue 50;
- Van Buren Street/Avenue 50;
- Frederick Street/Avenue 50; and



- Van Buren Street/Avenue 52.

Table 19, *Forecast General Plan Buildout Without Project Peak Hour LOS*, summarizes forecast General Plan buildout without Project conditions a.m. and p.m. peak hour average stopped delay per vehicle and corresponding LOS of the study intersections; detailed HCM analysis sheets are provided in Appendix B.

**Table 19**  
**FORECAST GENERAL PLAN BUILDOUT WITHOUT PROJECT PEAK HOUR LOS**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50 (Stop)	10.6	B	10.4	B
Calhoun St/Avenue 51 (Stop)	8.9	A	11.7	B
Van Buren St/Avenue 50 (Stop)	12.9	B	12.1	B
Van Buren St/Avenue 51 (Stop)	9.6	A	12.2	B
Van Buren St/Avenue 52 (Stop)	11.7	B	12.8	B
Frederick St/Avenue 50 (Stop)	14.4	B	14.0	B
Frederick St/Avenue 51 (Stop)	10.5	B	21.9	C
Harrison St/Avenue 50 (Signal)	18.6	B	<b>39.2</b>	<b>D</b>
<b>Note:</b> Deficient intersection operation shown in bold.				
<b>Source:</b> RBF Consulting, <i>58 Acre Kirkjan Site Traffic Impact Analysis</i> , March 19, 2004.				

As shown in Table 19, one study intersection is forecast to operate at an unacceptable LOS (LOS D or worse) according to City of Coachella performance criteria for forecast General Plan buildout without Project conditions:

- Harrison Street/Avenue 50 (p.m. peak hour only).

**Forecast General Plan Buildout Without Project Conditions Recommended Improvements**

To eliminate the forecast General Plan buildout without Project conditions deficiency at the study intersection, the following improvement is recommended:

- Harrison Street/Avenue 50 - Modify eastbound Avenue 50 approach signal-timing to include a right-turn overlap.

Assuming implementation of the recommended improvement, Table 20, *Forecast Improved General Plan Buildout Without Project Conditions Peak Hour LOS*, shows the forecast LOS of the study intersection for forecast General Plan buildout without Project conditions; detailed HCM analysis sheets are provided in Appendix B.

**Table 20  
FORECAST IMPROVED GENERAL PLAN BUILDOUT WITHOUT PROJECT  
CONDITIONS PEAK HOUR LOS**

Study Intersection	AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS
Harrison St/Avenue 50 (Signal)	17.7	B	23.9	C

**Source:** RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.

As shown in Table 20, assuming implementation of the recommended improvement, the deficient study intersection is forecast to operate at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours for forecast General Plan buildout without Project conditions.

**FORECAST GENERAL PLAN BUILDOUT WITH PROJECT CONDITIONS**

This section analyzes the impact of adding trips forecast to be generated by the proposed Project to forecast General Plan buildout without Project traffic conditions.

Forecast General Plan buildout with Project traffic volumes were derived by adding Project -generated trips to forecast General Plan buildout without Project traffic volumes. This represents the net difference in trips generated by the current existing General Plan agricultural-preserve zoning, which is assumed to not generate any trips and trips generated by the proposed General Plan Amendment (GPA). With the addition of this Project, a GPA would allow for up to ten dwelling units per acre, which is assumed for this analysis. Forecast buildout with Project conditions assume implementation of improvements recommended to eliminate forecast General Plan buildout without Project deficiencies.

**Forecast General Plan Buildout With Project Conditions Peak Hour Level of Service**

Table 21, *Forecast General Plan Buildout With Project Peak Hour LOS*, summarizes the forecast General Plan buildout with Project conditions a.m. and p.m. peak hour average stopped delay per vehicle and corresponding LOS of the study intersections; detailed HCM analysis sheets are provided in Appendix B.

As shown in Table 21, all study intersections are forecast to operate at an acceptable LOS (LOS C or better) according to City of Coachella performance criteria for forecast General Plan buildout with Project conditions.

**SUMMARY**

All study intersections are currently operating at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours according to City of Coachella performance criteria.

The proposed Project is forecast to generate approximately 2,220 daily trips, which include approximately 179 a.m. peak hour trips and approximately 237 p.m. peak hour trips.

**Table 21**  
**FORECAST GENERAL PLAN BUILDOUT WITH PROJECT PEAK HOUR LOS**

Study Intersection	Forecast Improved General Plan Buildout Without Project				Forecast General Plan Buildout With Project			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
Calhoun St/Avenue 50 (Signal)	10.6	B	10.4	B	10.4	B	10.5	B
Calhoun St/Avenue 51 (Stop)	8.9	A	11.7	B	8.9	A	11.7	B
Van Buren St/Avenue 50 (Signal)	12.9	B	12.1	B	12.9	B	12.1	B
Van Buren St/Avenue 51 (Stop)	9.6	A	12.2	B	9.7	A	12.5	B
Van Buren St/Avenue 52 (Stop)	11.7	B	12.8	B	11.9	B	12.9	B
Frederick St/Avenue 50 (Signal)	14.4	B	14.0	B	14.3	B	14.0	B
Frederick St/Avenue 51 (Stop)	10.5	B	21.9	C	10.1	B	16.0	C
Harrison St/Avenue 50 (Signal)	17.7	B	23.9	C	19.0	B	25.1	C

Source: RBF Consulting, 58 Acre Kirkjan Site Traffic Impact Analysis, March 19, 2004.

Two study intersections are forecast to operate at an unacceptable LOS (LOS D or worse) according to City of Coachella performance criteria for forecast year 2005 with Project conditions:

- Van Buren Street/Avenue 50 (p.m. peak hour only); and
- Frederick Street/Avenue 50 (p.m. peak hour only).

To eliminate the forecast year 2005 with Project conditions deficiencies at the two study intersections, the following mitigation measures are recommended:

- Van Buren Street/Avenue 50 - Modify eastbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.
- Frederick Street/Avenue 50 - Modify westbound Avenue 50 approach from one left-turn lane, one through lane, and one right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.

Assuming implementation of the recommended mitigation measures, the two study intersections are forecast to operate at an acceptable LOS (LOS C or better) during the a.m. and p.m. peak hours for forecast year 2005 with Project conditions.

The Project applicant's payment to the Coachella Valley Association of Governments (CVAG) Transportation Uniform Mitigation Fund (TUMF) Fee Program and to the City of Coachella Environmental Fee Program For Traffic Signals shall pay for the Project's fair share contribution to the identified mitigation measures. Implementation of the recommended mitigation measures would reduce impacts to a less than significant level.

All study intersections are forecast to operate at an acceptable LOS (LOS C or better) according to City of Coachella performance criteria for forecast General Plan buildout with Project conditions. No mitigation measures are required for forecast General Plan buildout with Project conditions and therefore, impacts would be less than significant in this regard.

**Mitigation Measure:**

- TR1      *The Project applicant's payment to the Coachella Valley Association of Governments (CVAG) Transportation Uniform Mitigation Fund (TUMF) Fee Program and to the City of Coachella Environmental Fee Program For Traffic Signals shall pay for the Project's fair share contribution to the identified mitigation measures as follows:*
- *Van Buren Street/Avenue 50 - Modify eastbound Avenue 50 approach from one left-turn lane and one shared through/right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.*
  - *Frederick Street/Avenue 50 - Modify westbound Avenue 50 approach from one left-turn lane, one through lane, and one right-turn lane to consist of one left-turn lane, one through lane, and one shared through/right-turn lane.*
- TR2      *The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development, as follows: The approved development impact fee for Traffic Signal be paid at the time permits are issued. A fee shall be paid at the time the permits are issued as a mitigation of the environmental impacts associated with this project. The fees shall be as follows: Building - \$192.00 per dwelling unit.*
- TR3      *The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development as follows: The approved development impact fee for Bridge and Grade Separation be paid at that permits are issued. If permits are issued prior to the approval of a development impact fee, a fee shall be paid at the time the permits are issued as a mitigation of the environmental impacts associated with this project. The fee shall be as follows: Buildings - \$422.00 per dwelling unit.*
- TR4      *The City of Coachella has determined that there is a need for improvements that are caused by new development and for which a shared responsibility for constructing exists. The study prepared by the Department of Community Development regarding Proposed New Development Impact Fees has been prepared and is available for review. Payment of a fair share amount would serve to mitigate the impact of new development. The approved development impact fee for Bus Shelter and Bus Stop Safety Zone shall be paid at the time*

*permits are issued. A fee shall be paid at the time the permits are issued as a mitigation for environmental impacts associated with the project. The fees shall be as follows: Bus Shelters - \$50.00 per dwelling unit.*

- b) *Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?*

**Less Than Significant Impact With Mitigation Incorporated.** Refer to Response 4.15(a).

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?*

**No Impact.** Since the Project site is not located within the direct flight path of the Desert Resorts Regional Airport, an increase in traffic levels or change in location that would result in substantial safety risks are not anticipated to occur. Therefore, there would be no impact in this regard.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?*

**Less Than Significant Impact With Mitigation Incorporated.** Project site access is proposed at one full-access location and two right-in-right-out only access location on Avenue 50 and one full-access location on Avenue 51. The proposed Project is subject to the provisions of the City of Coachella design standards in order to alleviate design features and safety hazards, which would reduce potential impacts to a less than significant level. However, the following mitigation measure is recommended to ensure transportation safety and visibility impacts remain at or below existing levels.

**Mitigation Measure:**

TR5 *Prior to Project plan approval, the quantity, location, width and type of driveways shall be subject to the approval of the City Engineer. An effective sight distance for vehicular traffic shall be maintained at the driveway entrances on Avenue 50 and Calhoun Street. Adequate sight distance shall also be maintained within the development at all driveway intersections to the satisfaction of the City Engineer.*

- e) *Result in inadequate emergency access?*

**Less Than Significant Impact.** The Project proposes ingress/egress locations off of Avenue 50 and Calhoun Street. The site plan must satisfy all City of Coachella design standards related to emergency access. Thus, no significant impacts are anticipated in this regard.

- f) *Result in inadequate parking capacity?*

**Less Than Significant Impact.** Section 070.03. *Parking Requirements*, identifies the parking requirements for residential uses. Section 4(a), *Residential Uses*, requires two parking spaces per dwelling unit, both to be in an enclosed garage. The proposed Project would be required to comply with this parking requirement, therefore, impacts in this regard would be less than significant.

- g) *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?*

**No Impact.** Due to the nature and scope of the proposed Project, no impacts are anticipated in regards to alternative transportation.

**4.16 UTILITIES AND SERVICE SYSTEMS. *Would the project:***

- a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?*

**Less Than Significant Impact With Mitigation Incorporated.** Refer to Response 4.8(a).

**Mitigation Measures:** Refer to Mitigation Measures HYD1 through HYD5.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact With Mitigation Incorporated.** The Coachella Sanitary District (CSD) is responsible for the provision of wastewater treatment facilities that serve the Project site. The existing sewer collection system is composed of small diameter pipe with larger diameter pipes serving as interceptors at Harrison and Highway 111; east to west between Avenue 52 and Avenue 53; parallel to the stormwater channel north of Avenue 54; and in Avenue 54 from Van Buren to the existing wastewater treatment plant (WWTP). The WWTP has a designed capacity of 2.8 million gallons per day (MGD). Currently, the average daily flow is 1.9 MGD or 68 percent capacity.

Based on CSD generation factors, residential uses generate 646 gallons of wastewater per day per acre.<sup>10</sup> Therefore, the proposed Project (58 acres) would generate approximately 37,468 gallons of wastewater per day. This represents approximately 0.1 percent of the anticipated increase in wastewater generation upon buildout of the General Plan, which is anticipated to be approximately 34.5 million gallons of wastewater per day. In addition, the increase of 37,468 gallons of wastewater per day would represent less than one percent of the current flow. Therefore, development of the proposed Project would not result in significant impacts to wastewater facilities. However, mitigation measures have been included in order to ensure impacts to wastewater facilities are reduced to a less than significant level.

The Coachella Municipal Water Department serves the incorporated area of the City, including the Project site, with potable water. As discussed above, the City relies on groundwater extraction from the Whitewater River sub-basin as its chief source of potable water. Using water from this source, the City operates a water supply, storage and delivery system consisting of wells, reservoirs, booster stations and distribution lines.

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<sup>10</sup> Wastewater generation rates based on the *General Plan EIR*, Table 3.10-4. The generation rate for residential land use is 646 gallons per day per acre.

Currently, the City has two reservoirs; a 1.5 million gallon (MG) water tank located south of 46<sup>th</sup> Avenue and west of Polk Street. The second storage tank is 3.6 MG is located near 51<sup>st</sup> Avenue, west of Highway 86. The City's water system employs the use of four active wells with a total production capacity of approximately 3,750 gallons per minute (2.6 MGD). The City's existing water system is organized around two pressure zones. The Project site is located within the lower zone that lies south of 48<sup>th</sup> Avenue, bounded by Van Buren on the west, the Coachella Valley Storm Drain on the east and 54<sup>th</sup> Avenue on the south.

Based on generation factors from the City of Coachella Water Master Plan, residential uses have a demand factor 1,121 gallons of water per day per acre.<sup>11</sup> Therefore, the proposed Project (58 acres) would increase water demand by 65,018 gallons of water per day. This represents approximately 0.5 percent of the anticipated increase in water demand upon buildout of the General Plan (approximately 12.1 million GPD). Therefore, development of the proposed Project would not result in significant impacts to water facilities.

**Mitigation Measures:**

UTIL1 *All required sewer improvements shall be designed and constructed to City Standards. All tentative tract maps, site plans and other plans within the Project area shall be accompanied by adequate plans for sewer improvements prepared by a registered professional engineer.*

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<sup>11</sup> Water generation rates based on the *General Plan EIR*, Table 3.10-2. The generation rate for residential land use is 1,121 gallons per day per acre.

**ITEM 14.a.** project

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?*

**Less Than Significant Impact With Mitigation Incorporated.** The Coachella Valley Stormwater District merged with the Coachella Valley Water District in 1937, which presently maintains regional flood control facilities in the valley. Within the Project area, the west side of the Whitewater River channel has been lined with concrete north of Avenue 50 and is designed to handle 82,000 cubic feet per second (cfs) or the Standard Project Flood (SPF) which is defined as the largest flood which can occur within a given area. The SPF is determined using meteorological data, hydrological data and historical records and is equal to more than twice the amount of flow associated with a 100-year storm event (42,000 cfs).

The proposed Project would be subject to requirements of the NPDES that would reduce impacts to the storm water drainage systems. Also, Project storm drain improvements shall be subject to City review and approval. The following mitigation measures are recommended to ensure storm water drainage impacts remain at or below existing levels.

**Mitigation Measures:**

UTIL2 *Prior to the issuance of building permits, the applicant shall submit for approval of the City Engineering Department, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff.*

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?*

**Less Than Significant Impact.** Refer to Responses 4.8(b) and 4.16(b).

- e) *Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?*

**Less Than Significant Impact.** Refer to Response 4.16(a).

- f) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?*

**Less Than Significant Impact.** The City of Coachella currently contracts with Western Waste Industries (WWI) for solid waste collection and disposal services. WWI has curbside recycling programs for single-family residences along with voluntary programs. Currently, WWI estimates a diversion rate of approximately 61 percent. Solid waste that is not otherwise diverted is disposed of at either the Arvin Sanitary Landfill, Azusa Land Reclamation Landfill, Lamb Canyon Disposal site, the Badlands Landfill or the Mesquite Landfill. The City of Coachella generated a total of 22,301 tons of solid waste in 2002.<sup>12</sup>

<sup>12</sup> California Integrated Waste Management Board, *Jurisdiction Disposal and ADC by Facility*, Updated March 2, 2004.



The California Integrated Waste Management Act, AB 939, required jurisdictions to divert 50 percent of the waste stream away from land disposal by the year 2000. According to a study prepared for Riverside County, the incorporated City of Coachella diverted approximately 57 percent of their solid waste in 1990, through recycling and composting.<sup>13</sup> Since 1995, the City has diverted on average 54 percent of the City's solid waste.<sup>14</sup>

Proposed demolition and construction activities would generate construction debris from development of the Project site. Post development operations resulting from development of 232 single-family residential units would further increase the volume of solid waste generated from the Project site. Based upon a generation factor of 2.27 pounds per person per year, the proposed Project would generate approximately 2,529 pounds (1.1 tons) of solid waste a year.<sup>15</sup>

The addition of 1.1 tons of solid waste generated as a result of the proposed Project represents 0.8 percent of the anticipated solid waste generated from buildout of the General Plan (approximately 144 tons per year). In addition, the volume of the Project's solid waste, ultimately disposed of at the landfills would be reduced due to the requirements of AB 939. Therefore, impacts in this regard would be less than significant.

- g) *Comply with federal, state, and local statutes and regulations related to solid waste?*

**Less Than Significant Impact.** Refer to Response 4.16(f).

#### 4.17 MANDATORY FINDINGS OF SIGNIFICANCE.

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?*

**Less Than Significant Impact.** A total of five special status species were identified on the Project site. Therefore, mitigation measures including performing spring surveys and requiring protection or relocation of the species, have been included which would reduce impacts to special status plants to a less than significant impact. In addition, the burrowing owl and the Coachella Valley Round-tailed Ground Squirrel were either identified on-site or have a potential to occur at the Project site. As a result, mitigation measures have been recommended which would require further surveying and protection of the special status wildlife species. Therefore, with implementation of the recommended mitigation measures, the proposed Project would not have the potential to degrade the quality of the environment.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a*

<sup>13</sup> CHM Hill, *Riverside County Waste Generation Study*, June 1991.

<sup>14</sup> California Integrated Waste Management Board, *Jurisdiction Diversion Rate Summary*, Updated March 2, 2004.

<sup>15</sup> City of Coachella, *General Plan EIR*, Table 3.10-6.

**ITEM 14.a.** <sup>project</sup>

*project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?*

**Less Than Significant Impact.** Although the Project may incrementally affect other resources that were determined to be less than significant, the Project's contribution to these effects is not considered "cumulatively considerable", in consideration of the less than significant impacts associated with the proposed Project, with implementation of the recommended mitigation measures. In addition, each project would be evaluated on a case by case basis and mitigation would be implemented to ensure that impacts would be reduced to the maximum extent feasible.

- c) *Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?*

**Less Than Significant Impact.** Section 4.0, *Environmental Analysis*, reviewed the proposed Project's potential impacts related to air pollution, noise, public health and safety, traffic and other issues. As explained in these sections, the proposed Project would not cause substantial adverse effects on human beings.

## 5.0 REFERENCES

### 5.1 Environmental Evaluation Personnel

#### *RBF Consulting*

Mr. Eddie Torres, INCE, Project Manager  
Ms. Lindsay Anderson, Environmental Analyst

#### *Lead Agency*

City of Coachella  
Gabriel E. Papp  
1515 Sixth Street  
Coachella, CA 92236

### 5.2 Reference Documents

The following references were utilized during preparation of this Initial Study/Negative Declaration.

Archaeological Resource Management Corporation, Report of Phase I Archaeological Assessment for 58-Acre Parcel, January 14, 2004.

BonTerra Consulting, Biological Resources Assessment for a 58-Acre site in the City of Coachella, Riverside County, California, January 14, 2004.

California Department of Finance, County Population and Housing Statistics Table E-5, 2003.

California Environmental Resources Evaluation System, website: <http://ceres.ca.gov/>.

City of Coachella, General Plan 2020, October 1998.

City of Coachella, General Plan Housing Update, October 2001.

County of Riverside, Riverside County Comprehensive General Plan, Fourth Edition, March 6, 1984.

Department of Conservation, California Geological Survey website: [www.consrv.ca.gov](http://www.consrv.ca.gov/).

RBF Consulting, 58-Acre Kirkjan Site Traffic Impact Analysis, March 18, 2004.

RBF Consulting, Air Quality Assessment – Kirkjan Property, March 25, 2004.

RBF Consulting, Phase I Environmental Site Assessment 58-Acre Kirkjan Property, February 6, 2004.

South Coast Air Quality Management District, CEQA Air Quality Handbook, 1993.

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Southern California Association of Governments, Regional Comprehensive Plan and Guide, May 1995.

The Thomas Guide, San Bernardino and Riverside Counties, 2003.

United States Department of Agriculture, Soil Conservation Service, United States Department of the Interior, Bureau of Indian Affairs in cooperation with the University of California Agricultural Experiment Station, Soil Survey for Western Riverside Area, California. November 1971.

United States Department of the Interior, Geological Survey, Fallbrook Quadrangle. 1968, revised 1988.

## 6.0 CONSULTANT RECOMMENDATION

Based on the information and environmental analysis contained in this Initial Study/Negative Declaration, we recommend that the City of Coachella prepare a Negative Declaration for this project. We find that the Kirkjan Project would not have a significant effect on environmental issues, and that issues identified were either at a Less Than Significant or No Impact level. We recommend that the first category be selected for the Lead Agency's determination (refer to Section 7.0, *Lead Agency Determination*).



Eddie Torres  
Project Manager, Environmental Services  
RBF Consulting

3/31/04

Date

## 7.0 LEAD AGENCY DETERMINATION

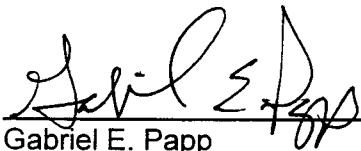
On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the appropriate mitigation measures have been added. A **MITIGATED NEGATIVE DECLARATION** will be prepared. ✓

I find that the proposed project MAY have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.

I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.



Gabriel E. Papp  
City of Coachella

4/27/04  
Date

**ITEM 14.b.**







**STAFF REPORT**  
**1/23/2019**

# ITEM 14.b.

**TO:** Honorable Mayor and City Council Members

**FROM:** Luis Lopez, Development Services Director

**SUBJECT:** Desert Research Park #2 Commercial Cannabis Project Modification, including the following applications:

- 1) Resolution No. 2019-01, approving an Addendum to Environmental Assessment (EA 17-02) adopting an Addendum to the Mitigated Negative Declaration in accordance with the California Environmental Quality Act (CEQA) Guidelines;
- 2) Resolution No. 2019-02, approving Conditional Use Permit (CUP 280) Modification No. 1 and Architectural Review (AR 17-04) Modification to allow six freestanding buildings totaling 505,520 square feet including 98,520 square feet of indoor grow building area and 404,308 of greenhouse building area and a total of 668 parking spaces;
- 3) Resolution No. 2019-03 approving Variance No. 18-05 to allow increased roof heights on two buildings from 45 ft. to 54 ft. and the top parapet height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.;
- 4) Ordinance No. 1133, approving a Development Agreement between the City of Coachella and Desert Rock Development LLC for the Desert Research Park #2 Project. (First Reading)

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**STAFF RECOMMENDATION:**

Staff recommends that the City Council approve the Desert Research Park #2 Modification Project by taking the following actions:

- 1) Adopt Resolution No. 2019-01 approving an Addendum to the Mitigated Negative Declaration and Mitigation Monitoring Program (EA 17-02) for the Desert Research Park 2 Project, located west of Harrison Street, south of Avenue 48 in accordance with the California Environmental Quality Act (CEQA) Guidelines.
- 2) Adopt Resolution No. 2019-02 approving Conditional Use Permit No. 280 (Modification No. 1) and Architectural Review 17-04 (Modification) to allow two industrial buildings and four greenhouse grow buildings totaling 505,520 square feet with 98,520 square feet of indoor grow area and 404,308 square feet of greenhouse building area and 668 parking spaces;
- 3) Adopt Resolution No. 2019-03 approving Variance 18-05 to increase roof heights from 45 ft. to 54 ft. and the top parapet wall height from 50 ft. to 59 ft. and from 54 ft. to 61 ft.
- 4) Introduce for 1st reading, by title only, Ordinance No. 1133 approving a Development Agreement between the City of Coachella and Desert Rock Development LLC. (First Reading)

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## BACKGROUND:

The above referenced applications are proposed on a 20-acre site that has been the location of Desert Truck and Auto Parts for the past 40 years. The site is illustrated on the aerial photograph below:



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The following aerial photograph illustrates surrounding land uses that consist of industrial park uses and vacant land. Immediately south of the project is vacant land that has been approved for an industrial park. Properties to the north have been approved for commercial cannabis operations, as have properties to the west, east, northwest and southwest.



The following photographs illustrate the on-site conditions of the property that consist of auto towing and dismantling operations, which existed on the property for many years.

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Photo No. 1 – Southwest view of onsite office and storage buildings.



Photo No. 2 – Northeast view of onsite building.



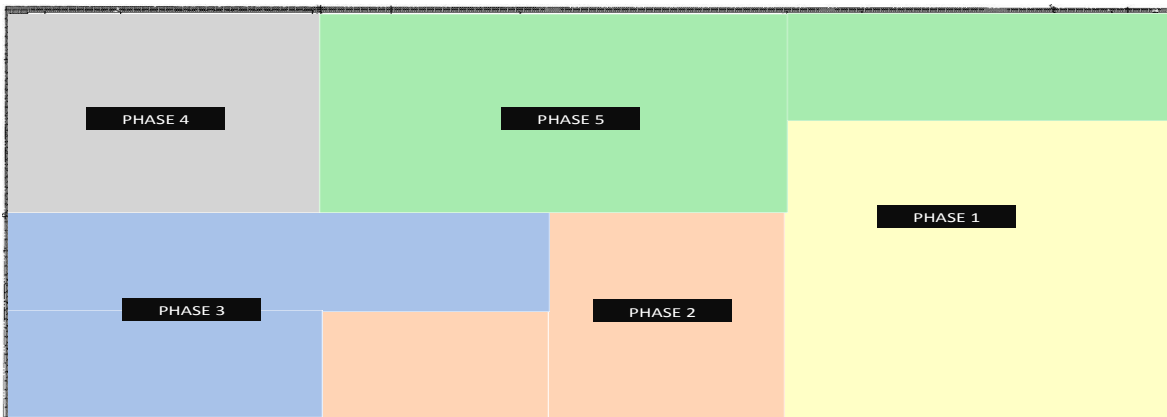
## Original Project Approval

On October 25, 2017 the City of Coachella City Council approved the Desert Research Park 2 Project that consisted of the following: A Water Supply Assessment, Conditional Use Permit No. 280, Architectural Review 17-04, Parcel Map 37266 and Environmental Assessment 17-02. The original project proposed 14, 49,260 square foot buildings and 2, 25,620 square foot buildings that totaled 740,880 square feet and 1031 parking spaces as illustrated on the exhibit below. The original project also included an interim use facility that was proposed for 64 grow containers, portable restrooms, a guard shack, driveway approach along Harrison Street and construction of a retention basin.



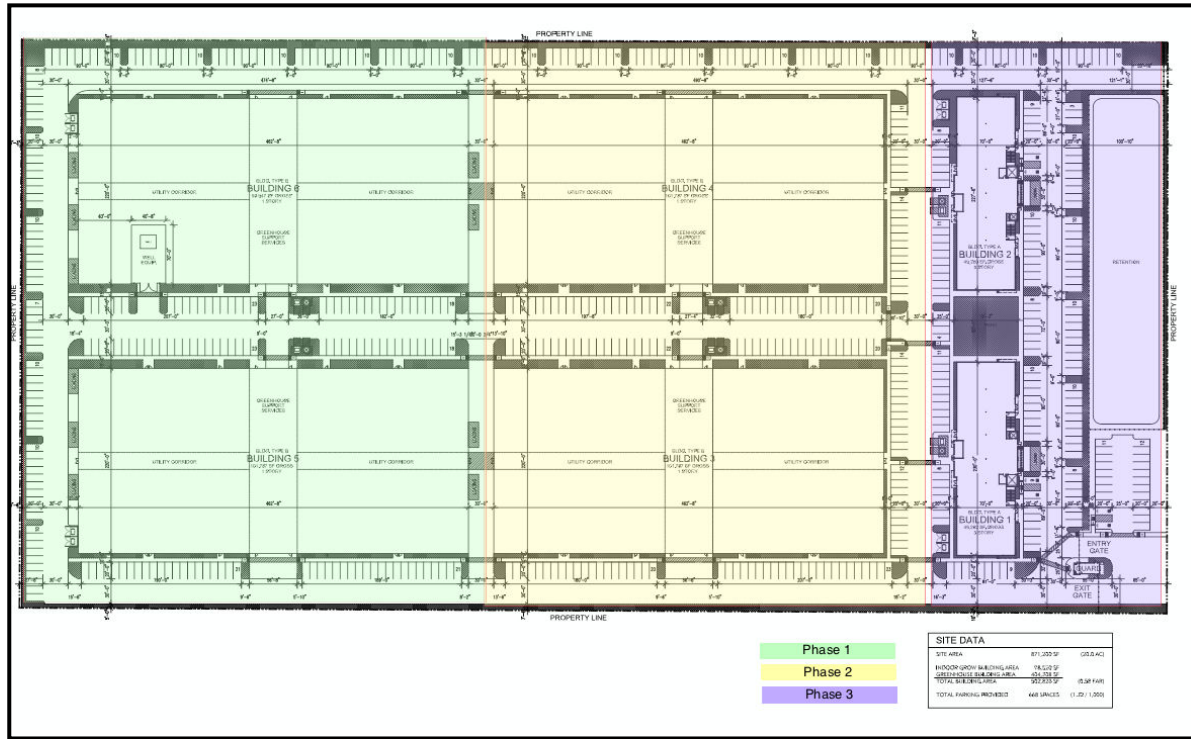
## Phasing Plan:

The original plan proposed 16 buildings that would be constructed in five phases as illustrated below:



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The modified project will have a revised phasing plan that will develop the site in three phases as illustrated below. Phase 1, shown in green, includes two greenhouse structures and associated parking on the west side of the site. Phase 2 includes the area shown in yellow and includes two greenhouse structures and associated parking. Phase 3, shown in purple includes the two permanent buildings that front Harrison Avenue along with associated parking.



## Overview of Desert Research Park #2 Revised Project C.U.P. and Architectural Review

The following table illustrates the changes between the approved Desert Research 2 Project and the proposed modifications proposed by the modified Desert Research Park 2 Project:

Building Type	Approved Project	Proposed Project	Difference
Indoor Grow Building Area	740,880 Square Feet	98,520 Square Feet	642,360 Square Feet (decrease)
Greenhouse Building Area	0 Square Feet	404,308 Square Feet	404,308 Square Feet (increase)
Parking	1,031 Spaces	668 Spaces	363 Spaces (decrease)
Building Height	Three-Story-50 ft. maximum	Roof height to 54 ft. Parapet Wall to 59 ft. Parapet Wall to 61 ft.	4 ft. over limit 9 ft. over limit 11 feet over limit

The exhibit below illustrates the modified site plan for the Desert Research Park 2 Project and illustrates the two freestanding buildings facing Harrison Avenue, the 4 greenhouse structures that are proposed, the 668 parking spaces and the retention basin adjacent to Harrison Avenue. Additionally, the revised project has eliminated the proposed interim use facility which proposed temporary cannabis cultivation/manufacturing uses during construction.



SITE DATA		
SITE AREA	871,220 SF	(20.0 AC)
INDOOR GROW BUILDING AREA	18,520 SF	
GREENHOUSE GROW BUILDING AREA	400,720 SF	(9.06 FAD)
TOTAL BUILDING AREA	419,240 SF	
TOTAL PARKING PROVIDED	668 SPACES	(1.52 / 1,000)

## ARCHITECTURAL REVIEW MODIFICATION:

Architectural Review 17-04 was approved for the original Desert Research Park 2 project in October 2017. As stated previously, the original architectural review approval consisted of 16 free standing buildings that were proposed for commercial cannabis cultivation, manufacturing and distribution as illustrated below:



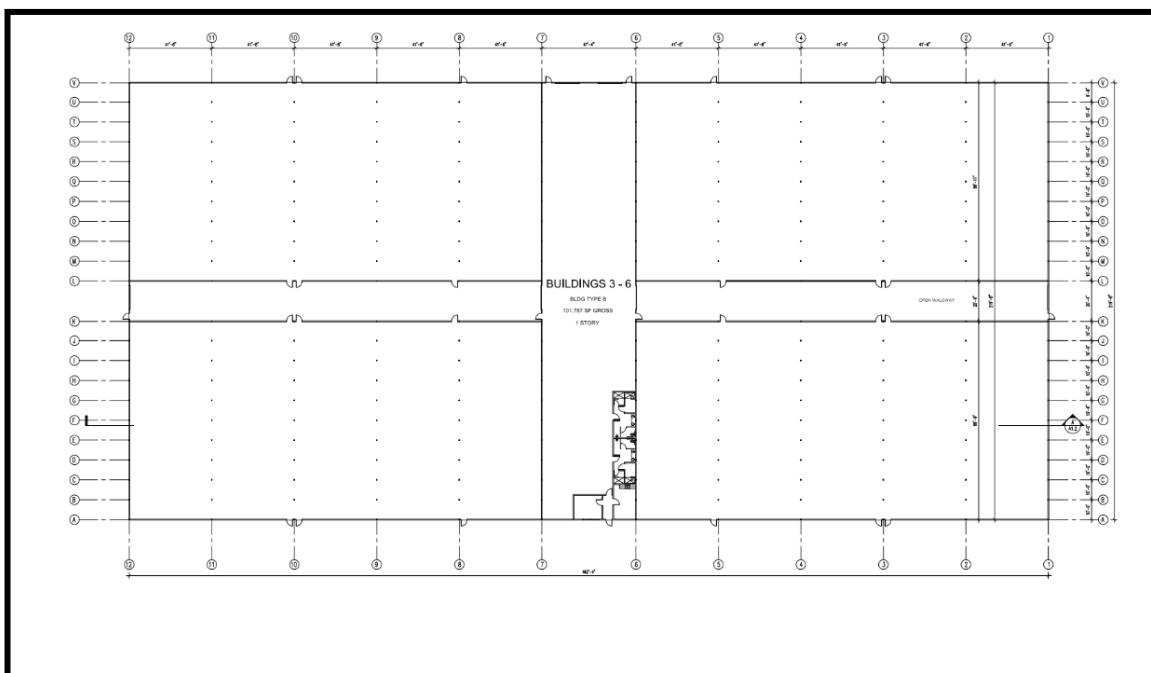
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The proposed modification to Architectural Review 17-04 would replace 14 of the free-standing buildings with four greenhouse structures and instead of four buildings that “side on to” Harrison Street, two buildings would turn 90 degrees to front Harrison Street as depicted below:



The architecture and colors on these two buildings remain as was approved on the original Desert Research Park 2 project.

As stated previously, the revised Architectural Review proposes the replacement of 14 freestanding buildings with 4 greenhouse structures. The greenhouse structures are located behind the two buildings that front Harrison Street. The four proposed greenhouse buildings would be approximately 462 feet in length, 220 feet in width, and 25 feet in height to the top of the greenhouse peaks as illustrated below:





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A decorative louvered metal facade extends across the south, west and east side of the greenhouse structures. This decorative louvered facade extends above the peaks of the greenhouse structure and varies in height from 27 feet to 30 feet as illustrated below:



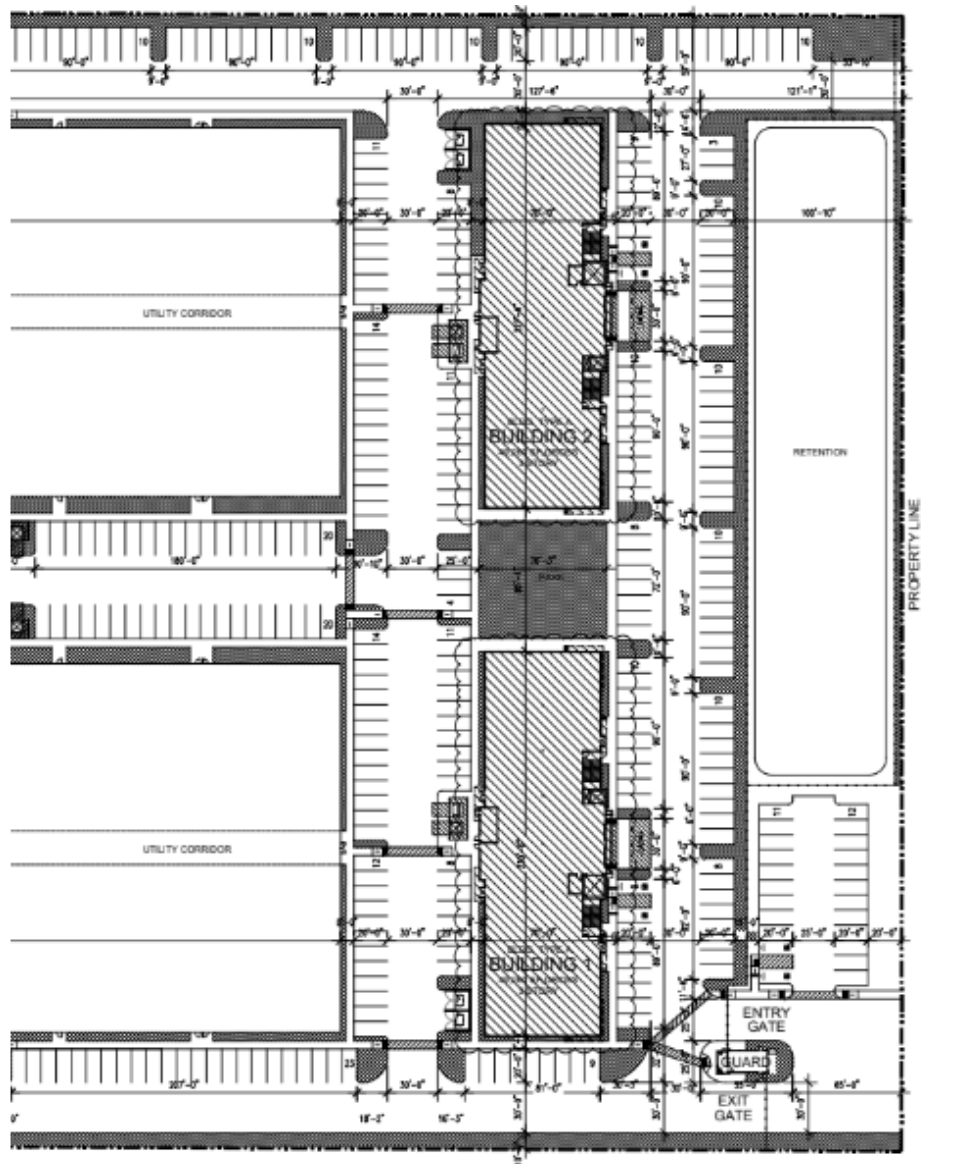
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## **VARIANCE NO. 18-05:**

Variance No. 18-05 is an application that proposes a variance from Section 17.30.030 C2 that limits the height of buildings or structures in the M-W (Wrecking Yard) zone to 50 feet. As proposed, the two freestanding buildings that front Harrison Street propose roof heights of 54 feet and parapet walls as high as 61 feet, in excess of the 50 foot height limit specified for the M-W (Wrecking Yard) zone as illustrated on the exhibit below.

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SITE DATA		
SITE AREA	871,200 SF	(20.0 AC)
INDOOR GROW BUILDING AREA	98,530 SF	
GREENHOUSE BUILDING AREA	404,308 SF	
TOTAL BUILDING AREA	502,838 SF	(0.58 FAR)
TOTAL PARKING PROVIDED	668 SPACES	(1.32 / 1,000)

 HEIGHT INCREASE FOR BLDGS. 1 & 2

The owners have recently procured a buyer (end user) for the project that would like to use the three story buildings for cannabis cultivation uses. As such there is a desire to increase the interior ceiling height of the structures on each floor to clear at least 15 feet of interior height. This has caused the need to exceed the City’s height limit while maintaining the integrity of the approved architectural features and uses of the buildings.

The request by Desert Rock Development proposes a variance in order to exceed the allowable 50-foot building height in the M-W (Wrecking Yard) zone. Building height standards are put in place to limit the aesthetic massing of buildings and preserve views to and from the industrial

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sectors. Additionally, height limits keep new industrial buildings from creating incompatible structures to the vicinity by obstructing light and air to surrounding properties.

The subject site has been used for almost four decades as an automobile and truck wrecking yard. The property fronts on Harrison Street and has a rectangular shape where the length of the lot is roughly two times the width of the property. The proposed two-three story buildings are setback a minimum of 180 feet from Harrison Street. Adjacent properties are all designated Industrial District on the General Plan and are either zoned M-W (Wrecking Yard) or are zoned M-S (Manufacturing Service). Variance No. 18-05 proposes to exceed the allowable 50-foot building height to allow the roof heights and parapet walls around the building roofline to range in height from 54 feet a maximum of 61 feet as illustrated on the above exhibit.

In staff's opinion, the strict application of the Zoning Code would limit the prior-approved three-story buildings to a shorter ceiling height and would not be able to create viable cannabis cultivation spaces within each floor. As such, the owner would need to remove the top floor or prohibit cultivation uses on some of the floors. Accordingly, staff believes that there are unique circumstances applicable to the site that warrants the granting of a variance.

In order to grant a variance, the Commission must make all the following findings in the affirmative, as specified in Section 17.76.020-B of the City Zoning Code.

- *That the strict application of the provisions of this chapter would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the chapter.*
- *That there are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings, that do not apply generally to other property in the same zone and vicinity.*
- *That such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question.*
- *That the granting of such variance will not be materially detrimental to the public of the lot welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located*
- *That the granting of the variance will not adversely affect any element of the general plan.*

Staff finds that the subject rectangular shaped lot makes strict compliance with the height limit difficult due to the owner's desire to maximize the three-story construction. The maximum height limit restricts the additional ceiling height necessary for indoor cultivation of cannabis and would severely restrict the owner's use of the property as previously approved by the City to have a three-story multi-tenant industrial park. Additionally, the buildings are setback 180 feet from Harrison Street thereby minimizing the impact the additional 14 foot building height will have on adjacent properties and views from Harrison Street. Based on these facts and others, staff has prepared

findings for approval of this Variance request as contained in Resolution 2019-03.

## **DEVELOPMENT AGREEMENT:**

The proposed Agreement was prepared in conjunction with the City Attorney, City Manager and Development Services Director. The structure of the Agreement has the Applicant owning the Project and entering into leases with individual operators who will obtain regulatory permits from the City and will be planting, growing, cultivating, harvesting, processing, drying, trimming, testing, extracting and manufacturing commercial cannabis products.

The Agreement is being proposed to vest the developments rights of the applicant for a period of 7 years (with an option for one three year extension) and to impose fees on the Project, in addition to the fees specified in the City's Municipal Code for development agreements, including both a Production Fee based on gross receipts of developers cultivation and manufacturing and a Facility Fee consistent with voter approved Measure II, the Coachella Marijuana Tax.

## Hydrology

The project includes an on-site retention basin parallel to Harrison Street that will be constructed to capture and contain impervious runoff that results from onsite development. The retention basin will be landscaped as shown on the conceptual landscape plan.

The City Engineer has reviewed the hydrology report submitted for this project and concurs with the plan as presented.

## Circulation

A revised traffic impact analysis was prepared for the Project that concluded that the revised project would generate approximately 933 fewer trips than projected in the prior traffic impact analysis that was prepared for the original project. The revised study determined that under all scenarios the study area intersections are expected to operate at acceptable level of service levels. The project has been conditioned to pay TUMF fees, "fair share" traffic signal fees and improve Harrison Street as approved by the City Engineer.

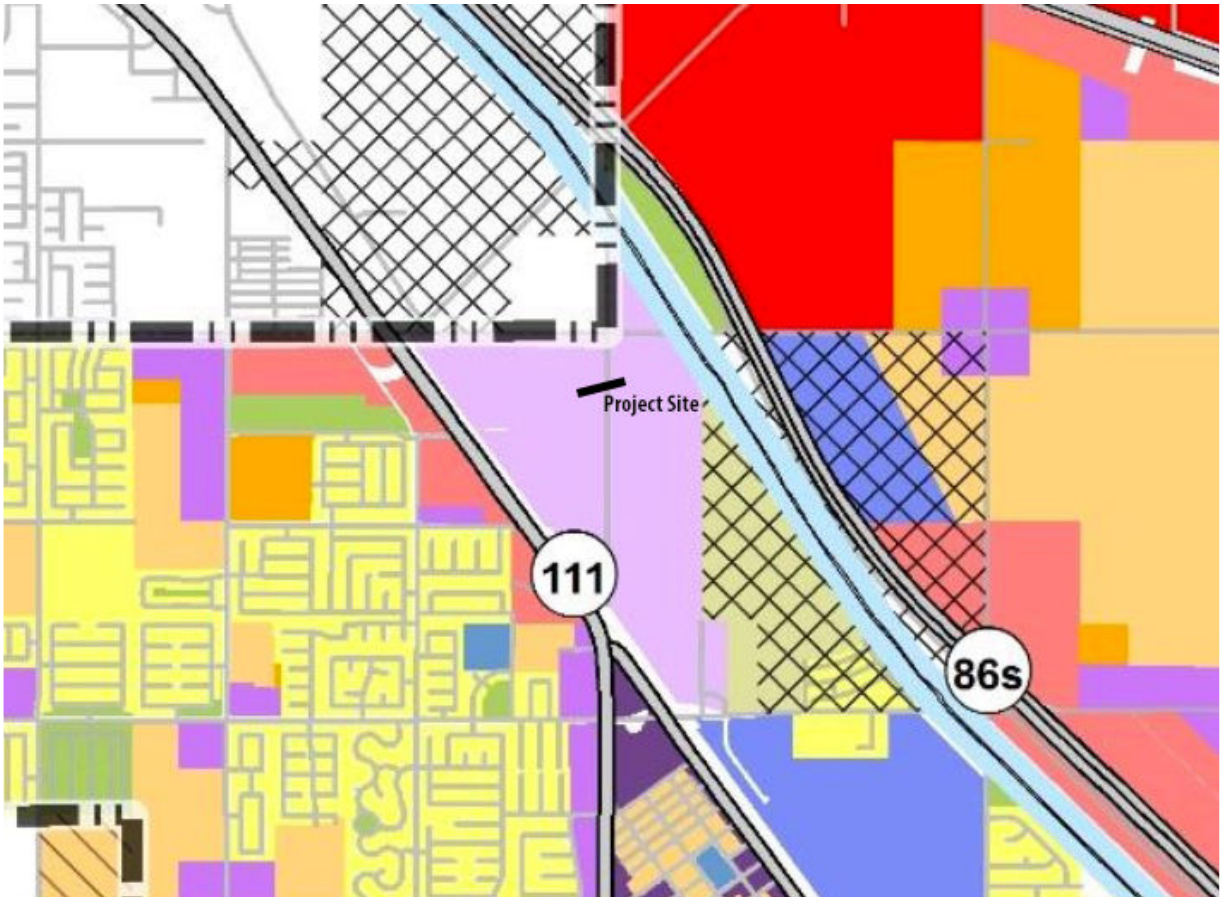
## **DISCUSSION/ANALYSIS**

### Environmental Setting:

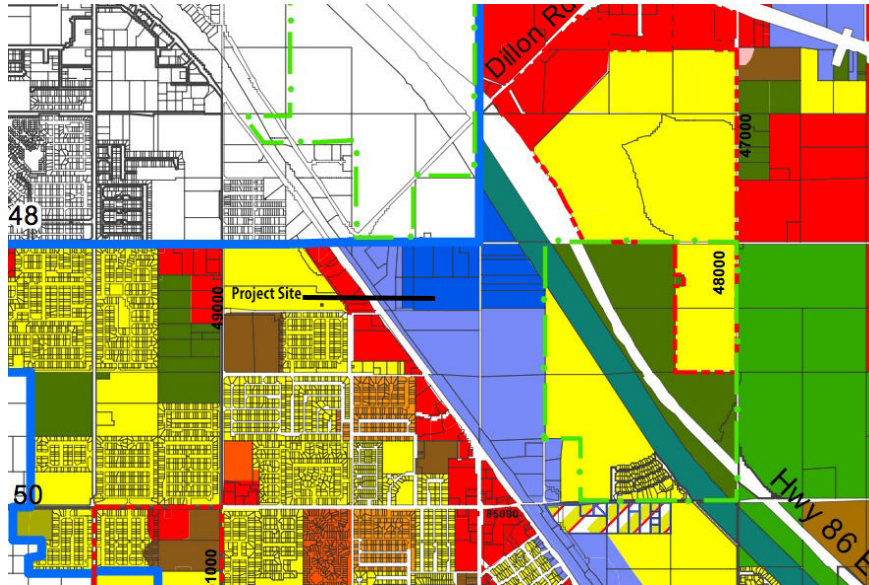
The proposed project is located on 20 acres of developed land within the M-W (Wrecking Yard) Zone. Over the past forty years, the site has been used as a vehicle wrecking yard. All structures and vehicles will be cleared prior to any earthmoving operations.

The site is designated "Industrial District" on the 2035 Coachella General Plan as illustrated below:

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The project site is zoned Wrecking Yard (M-W) as illustrated on the exhibit below:



The following exhibit and photographs illustrate the disturbed nature of the site along with surrounding land uses. The area to the east across Harrison Street is zoned M-W and consists of auto wrecking facilities, while the area to the south is zoned M-S and consists of prior agricultural uses. The City approved a tentative parcel map a few years ago on this 50-acre site that proposed 38 lots ranging in size from roughly half acre to two and a half acre lots. Land uses to southeast consist of a date palm grove, however in 2017 the City approved the Date Palm Business Park project on this 82-acre parcel. Additionally, in 2016 the City approved the Coachella Warehouses commercial cannabis cultivation project adjacent to this site to the north as well as the CTI medical cannabis project north of the site. The Coachella Brands project is located north and west of the proposed Desert Rock 2 facility. The Coachella Warehouses Project is currently under construction.

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## Architectural Theming

The two freestanding buildings fronting Harrison Avenue have been designed using the latest methods and materials to provide modern indoor high-tech agricultural grow and processing facilities for the future tenants. The three story buildings will be constructed using a painted multi-hued concrete tilt-up panel system exterior with steel columns supporting a steel beam and truss system for floor and roof support topped with a composite concrete deck system. The exterior elevations will be highlighted by steel framed accent elements covered in a painted EIFS or Stucco system that create overhead shade elements while also breaking up the exterior facade. Judicious use of varied accent colors will aid in building identification and way finding. The concrete tilt up panels vary in height and extend at least 5 feet and often as high as 7 feet above the roof level forming varying height and depth to the building elevations for architectural interest as well as providing screening to the roof mounted mechanical equipment and solar panels. All mechanical heating, ventilation, air conditioning and agriculture climate control system equipment will be located in the interior of the building above the ceiling level. Condenser and intake/exhaust fan units will be placed on the roof of the buildings behind the built in screening elements. All roof water run-off is handled by roof-mounted catch basins that are connected to the storm water system utilizing hidden downspouts located in the interior of the building. A low-E dual glazed clear anodized aluminum door and glazing system will be utilized to allow natural light into the office, lab and employee support areas. Painted hollow metal doors with integral painted metal frames will be used for all utility main doors while painted metal roll-up doors will be used for all loading doors. The following exhibit illustrates the two buildings that front Harrison Street:



The proposed greenhouse structures include an 8mm acrylic roof and walls that are composed of twin wall polycarbonate material as illustrated below:

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Each of the greenhouse structures will incorporate a filtration system that filters air from the greenhouses before exhausting through the roof as illustrated below:



Metal louvers will be constructed on the south, east and west sides of the greenhouse structures as illustrated below:



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## Consistency with the Coachella General Plan and Zoning

The proposed project is consistent with the General Plan and the City of Coachella Official

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Zoning Map. The proposed project is within a land use designation of Industrial District according to the General Plan 2035 Land Use Element that allows industrial development. The site is within Sub-Area 10, the North Employment District as illustrated on the exhibit below. The Conditional Use Permit, Variance and Architectural Review are in compliance with the standards of the Zoning Ordinance with respect to the Wrecking Yard (M-W) Zone, including minimum lot size, minimum lot depth, and minimum lot width. Additionally, the general plan designation and zoning classification accommodate a variety of industrial uses and is consistent with the City's vision for this industrial area. The following list summarizes the permitted locations and standards for commercial cannabis activities:

- A. Commercial cannabis activity may be located in any wrecking yard zone (M-W) or Industrial Park Overlay Zone (IP) in the City, upon issuance of a conditional use permit and a regulatory permit.
- B. Commercial cannabis activity in the M-W zone should be restricted to a site having a minimum of five acres in size, with a minimum paved street frontage of 250 feet.
- C. Commercial cannabis activity must be served by municipal water and sewer services.
- D. Commercial cannabis activity shall be located a minimum distance of 600 feet from any residential zoned lot. The distance shall be measured at the nearest point between any part of the building containing the cannabis use and any lot line of the residential use.
- E. Commercial cannabis cultivation facilities may not be established in the M-W zone on a multi-tenant industrial park or business park site existing on the effective date of this ordinance. A conditional use permit to develop a new stand-alone commercial cannabis facility or a multi-tenant cultivation facility within a minimum site area of five acres may be pursued.
- F. Commercial cannabis activity shall not result in the creation of any odors detectable from anywhere off the property boundaries. The use of carbon filtration systems and other mitigation measures shall be used on all cultivation facilities and operations.
- G: Testing laboratories may be located in the General Commercial zone (C-G) in addition to the M-W zone and IP overlay zone with a CUP, but are not required to meet the two hundred fifty (250) foot paved street frontage requirements in subsection (B) or the restrictions set forth in subsections (D) and (E) of this section.

## Landscaping

A conceptual landscaping plan for the Desert Rock No. 2 project is illustrated below. The project will provide a minimum 10-foot planter with street trees along Harrison Street. The perimeter plantings and parking lot plantings are in compliance with the City's parking lot landscaping regulations. The landscape plan estimates that roughly 19% of the site will be landscaped, in excess of the 5% the City code requires. The plans show Crape Myrtle, Mondel Pine, Bottle Tree, Chilean Mesquite, Shoestring Acacia, Australian Willow, Fruitless Olive and Italian Cypress for perimeter and parking lot landscaping. Shrubs and ground cover include prostrate acacia, trailing lantana, prostate rosemary, autumn sage, deer grass, Mexican bush sage, Cleveland sage and myoporium. Final landscaping plans will be submitted and approved prior to the issuance of a building permit for the project.

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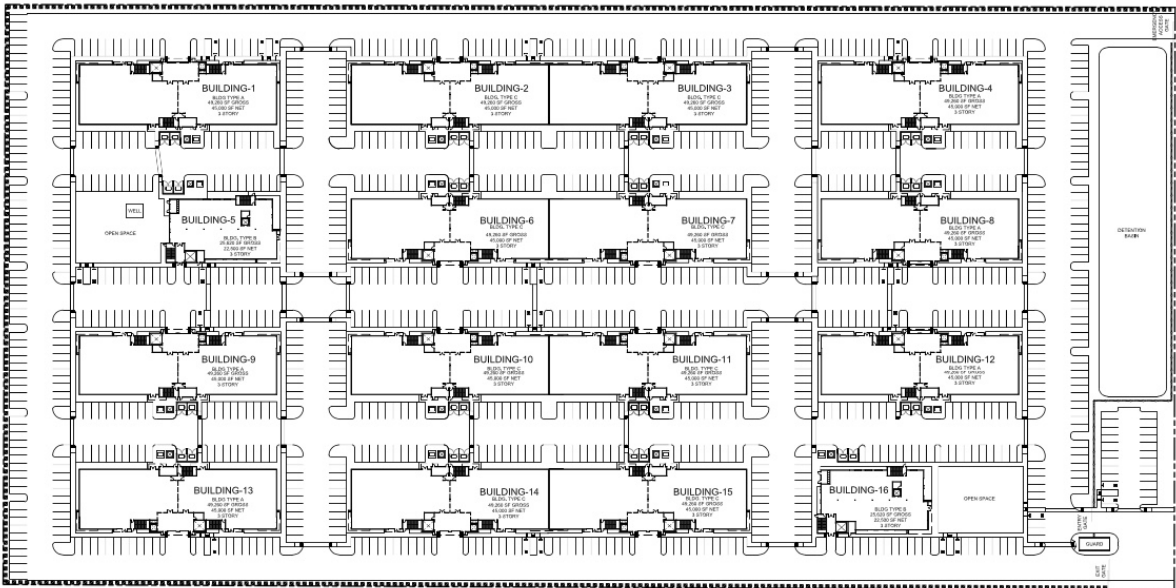
SITE DATA		
SITE AREA	871,200 SF	(20.0 AC)
FOOTPRINT GROSS BUILDING AREA	48,000 SF	
GREENHOUSE GROSS BUILDING AREA	48,000 SF	
TOTAL BUILDING AREA	96,000 SF	(2.16 FMS)
TOTAL PARKING PROVIDED	448 SPACES	(1.52 / FMS)

## Walls and Fencing

The project includes two types of perimeter fencing. Along Harrison Street an 8 ft. high open metal tubular fence with 20 inch by 20-inch pilasters, 40 ft. on center is proposed. The remainder of the site will be fenced with an 8 ft. high block wall as illustrated below.

Wrought iron gates are proposed for the main entrance and emergency access along Harrison Street. These gates will be setback from Harrison Street to allow vehicle stacking. Additional gates are proposed along Harrison Street at the projects emergency access driveway. The projects wall and fencing exhibit for the original project is illustrated below. There are no proposed changes regarding walls and fencing on the revised project:

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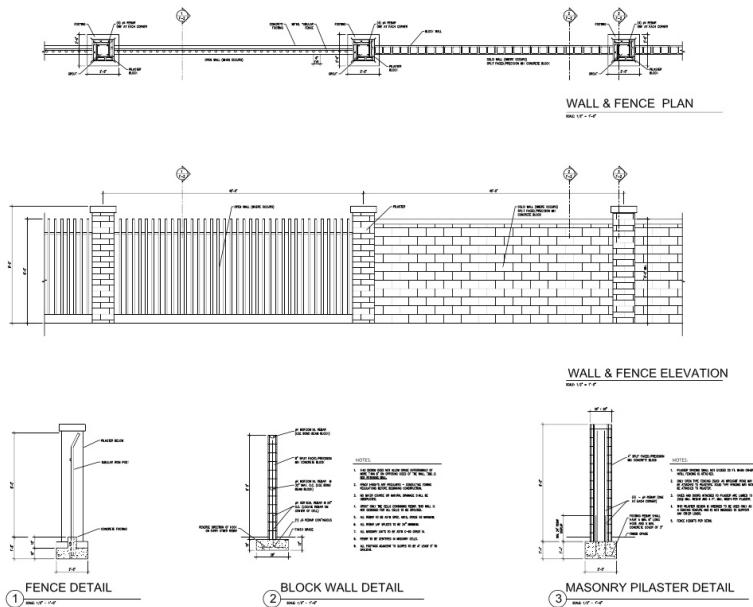


FENCE & WALL SCHEDULE

<p>●●●●●●●●</p> <p>SOLID WALL ONLY FACED / PERIMETER              ALL CONCRETE BUILT WITH 3" OF              PLASTER &amp; 4" OF G.C.</p>	<p>—————</p> <p>OPEN WALL WITH TYPICAL FINISH              WITH 3/4" OF PLASTER AT 3/4" OF              G.C.</p>
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## **ENVIRONMENTAL REVIEW:**

Environmental Assessment/Initial Study No. 17-02 was prepared for the original project pursuant to the California Environmental Quality Act Guidelines and distributed to responsible agencies for review and comment. Based on that Environmental Assessment/Initial Study and proposed mitigation measures therein, it had been determined that the project would not have a significant impact on the environment and the City Council adopted a Mitigated Negative Declaration for the original project.

An addendum to EA 17-02 has been prepared for the revised Desert Rock 2 project. No significant issues were identified as a part of the addendum to EA 17-02 and staff is recommending that the City Council adopt the addendum to the Mitigated Negative Declaration. A copy of the original initial study, addendum to the initial study and Mitigation Monitoring and Reporting Program is included as Attachment No. 6.

A summary of mitigation measures, which upon implementation, reduces the impacts of the proposed project to a less-than-significant level are incorporated into the proposed conditions of approval and the Mitigation Monitoring and Reporting Program for the subject project. If approved, the developer will be under the same obligation implement these mitigation measures as any other conditions of approval for the project.

As of this writing the City received two written responses from the following agencies regarding the project that are attached to this staff report and are included in Attachment No. 7.

1. Imperial Irrigation District
2. Riverside County Fire Department



## **ALTERNATIVES:**

- 1) Approval of Addendum for EA 17-02 for the subject project; approval of Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and a Development Agreement with the findings and conditions as recommended by staff.
- 2) Adoption of Addendum for EA 17-02 for the subject project; approval of Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and a Development Agreement with the findings and conditions as recommended and with modifications or additions to the conditions of approval.
- 3) Deny Conditional Use Permit No. 280 (Modification No. 1), Architectural Review No. 17-04 (Modification), Variance 18-05 and the Development Agreement.
- 4) Continue these items and provide staff and the applicant with direction.

## **RECOMMENDED ACTION:**

Staff recommends Alternative #1 above, by opening the public hearing and allowing input from all proponents and opponents of the proposed project, and approving the project by taking the following actions:

1. Adopt Resolution No. 2019-01 adopting an Addendum to the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Environmental Assessment 17-02.
2. Adopt Resolution No. 2019-02 approving Conditional Use Permit No. 280, Modification No. 1 and Architectural Review No. 17-04 (Modification) with the findings and attached conditions of approval
3. Adopt Resolution No. 2019-03 approving Variance 18-05 with the attached findings.
4. Introduce for 1<sup>st</sup> reading, by title only, Ordinance No. 1133 approving the Development Agreement. (*First Reading*)

## **FISCAL IMPACT:**

There are no direct fiscal impacts associated with the approval of this project as it involves private development. The Development Agreement is will create a favorable taxation scheme for the commercial cannabis cultivation end users of the facility. As such, it promotes retention of new jobs to be created and long-term cannabis taxation revenues, which would have positive fiscal impacts to the City's revenues.

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Attachments: Attachment No. 1: Resolution No 2019-01: Addendum to Environmental Assessment No. 17-02  
Attachment No. 2: Resolution No. 2019- 02: CUP 280, Modification No. 1 and AR 17-04  
Attachment No. 3: Resolution No. 2019-03: Variance 18-05  
Attachment No. 4: Ordinance No. 1133 adopting the Development Agreement  
Attachment No. 5: Exhibit A: Conditions of Approval: CUP 280 (Mod. # 1) and AR 17-04 (Mod.)  
Attachment No. 6: Original Initial Study and Addendum to the Initial Study and Mitigation Monitoring Program  
Attachment No. 7: Correspondence  
Attachment No. 8: Development Agreement

## RESOLUTION NO. 2019-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, ADOPTING AN ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION (ENVIRONMENTAL ASSESSMENT NO. 17-02) FOR ARCHITECTURAL REVIEW NO. 17-04 MODIFICATION, CONDITIONAL USE PERMIT 280 MODIFICATION NO 1, VARIANCE NO. 18-05 AND A DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 48-451 HARRISON STREET. DESERT ROCK DEVELOPMENT LLC, APPLICANT.**

**WHEREAS**, the Desert Rock Development No. 2 project, as set forth in Architectural Review No. 17-04 modification, Conditional Use Permit 280, modification No. 1, Variance 18-05 and a Development Agreement consists of the above referenced applications on approximately 20 acres of land located at 48-451 Harrison Street, Coachella California. (APN 603-110-001); and the Project include the following requests: 1) Conditional Use Permit Modification (CUP 280) for the development of a commercial cannabis campus of approximately 505,520 square feet including common parking and landscaping. 2) Architectural Review modification (AR 17-04) that addresses the proposed architecture for the Conditional Use Permit, as modified, including 4 greenhouse structures and 2 permanent buildings; 3) Variance (VAR18-05) that proposes a variance to exceed the 50 foot height limit in the M-W (Wrecking Yard) zone, and,

**WHEREAS**, on October 25, 2017 the City Council adopted a Mitigated Negative Declaration for EA 17-02 that was prepared for the original Desert Rock 2 project and a Notice of Determination was filed with the Riverside County Clerk on October 26, 2017. No legal challenges were filed during the 30 day Notice of Determination period; and,

**WHEREAS**, the City completed an Addendum to Environmental Assessment/Initial Study No. 17- 02 for the Proposed Modified Project pursuant to the California Environmental Quality Act, as amended; and,

**WHEREAS**, on November 28, 2018 the Planning Commission held a duly noticed public hearing at 1515 6<sup>th</sup> Street, Coachella, California to review the project, as modified and the related environmental documents, at which time during the hearing members of the public were given an opportunity to testify regarding the project; and,

**WHEREAS**, findings of the Addendum to the Initial Study concluded that the proposed project, as modified, would not create any significant impacts to air quality, biological resources, cultural resources, geology and soils, traffic and transportation and noise provided certain mitigation measures were incorporated into the project; and,

**WHEREAS**, the Proposed Project as modified, has been conditioned to include all mitigation measures of the original environmental analysis as set forth in the previously adopted Mitigation Monitoring and Reporting Program (Exhibit A); and,

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**WHEREAS**, the Proposed Project as modified would not be detrimental to the general health, safety and welfare of the community.

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

**SECTION 1. Recitals.** The City Council hereby finds that the foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

**SECTION 2. Compliance with the Environmental Quality Act (“CEQA”).** As the advisory body for the modified Project, the City Council has reviewed and considered the information contained in the Addendum to the Mitigated Negative Declaration, Initial Study, comments received, and other documents contained in the administrative record for the Project. The City Council finds adequacy in the CEQA documents and recommends that the City Council find that the Addendum to the Mitigated Negative Declaration, Initial Study and administrative record contain a complete and accurate reporting of the environmental impacts associated with the Project. The City Council find that the Addendum to the Mitigated Negative Declaration and the Initial Study have been completed in compliance with CEQA, the State CEQA Guidelines, and the City of Coachella’s Local CEQA Guidelines.

**SECTION 3. Findings on Environmental Impacts.** Based on the whole record before it, including the Addendum to the Mitigated Negative Declaration, Initial Study, the administrative record and all other written and oral evidence presented to the City Council, the City Council and finds adequacy in the documents and find that all environmental impacts of the Project as modified are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the Mitigated Negative Declaration, the Initial Study and the Mitigation Monitoring and Reporting Program. The City Council finds that there is no substantial evidence in the administrative record supporting a fair argument that the Project, as modified, may result in any significant environmental impacts. The City Council finds that the Addendum to the Mitigated Negative Declaration contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of the City Council.

**SECTION 4. Wildlife Resources.** Pursuant to Fish and Game Code Section 711.4(c), all project applicants and public agencies subject to CEQA shall pay a filing fee for each Proposed Project, as specified in subdivision 711.4(d) for any adverse effect on wildlife resources or the habitat upon which wildlife depends unless a “no effect” finding is made by the California Department of Fish and Game. This fee is due and payable as a condition precedent to the County Clerk’s filing of a Notice of Determination. This fee was previously paid to the County Clerk on October 26, 2017. The modified project is responsible to pay the \$50 County Clerk filing fee.

**SECTION 5. Recommendation Regarding Adoption of the Addendum to Mitigated Negative Declaration.** The City Council hereby adopts the Addendum to the Mitigated Negative Declaration and adopts a Mitigation Monitoring Program.

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**SECTION 6. Location and Custodian of Records.** The documents and materials that constitute the record of proceedings on which these findings are based are located at Coachella City Hall. The Development Services Director is the custodian of the record of proceedings.

**SECTION 7. Execution of Resolution.** The Chairman shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 14.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-01 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

## RESOLUTION NO. 2019-02

**A RESOLUTION OF THE CITY OF COACHELLA CITY COUNCIL APPROVING ARCHITECTURAL REVIEW (AR 17-04) MODIFICATION AND CONDITIONAL USE PERMIT (CUP 280) MODIFICATION NO. 1 TO ALLOW THE DEVELOPMENT OF A CONDITIONAL USE PERMIT FOR THE DEVELOPMENT OF A FIVE HUNDRED TWENTY THOUSAND, FIVE HUNDRED FIVE THOUSAND SQUARE FOOT COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING AND DISTRIBUTION FACILITY, INCLUDING COMMON PARKING AND LANDSCAPING, ON A TOTAL OF 20 ACRES OF LAND IN THE MANUFACTURING WRECKING YARD (M-W) ZONE LOCATED AT 48-451 HARRISON STREET, DESERT ROCK DEVELOPMENT LLC APPLICANT.**

**WHEREAS**, Desert Rock Development LLC filed applications for Architectural Review No. 17-04, modification, and attendant applications for Conditional Use Permit 280, Modification No. 1, Variance 18-05 and a Development Agreement to allow a 505,520 square foot commercial cannabis cultivation, manufacturing and distribution facility that proposes 2- three story buildings and 4 greenhouse structures that will be constructed on a total of 20 acres of land. Architectural Review 17-04 is proposed for the 4 greenhouse structures and 2, 3 story buildings located at 48-451 Harrison Street, Assessor's Parcel No. 603-110-001 ("Project"); and,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on Architectural Review No. 17-04 modification, Conditional Use Permit 280, Modification No. 1, Variance 18-05 and the Development Agreement on November 28, 2018 in the Council Chambers, 1515 Sixth Street, 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 17.38 of the Coachella Municipal Code, and the attendant applications for a Conditional Use Permit, Architectural Review, Variance and Development Agreement 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,

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**WHEREAS**, the proposed uses will have no significant deleterious effect on the environment; and,

**WHEREAS**, an Addendum to the Mitigated Negative Declaration was prepared and considered for the proposal pursuant to 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, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Architectural Review 17-04 modification and Conditional Use Permit No. 280, Modification No. 1, subject to the findings listed below and the attached Conditions of Approval for the Desert Rock 2 Commercial Cannabis Project (contained in “Exhibit A” and made a part herein).

**Findings for Architectural Review #17-04 Modification and Conditional Use Permit #280, Modification No. 1:**

1. The Project is consistent with the goals, objectives, policies, and implementation measures of the Coachella General Plan 2035. The site has an Industrial District land use designation that allows for the proposed development. The proposed uses on the site are in keeping with the policies of the Industrial District 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 Project complies with applicable M-W (Wrecking Yard) zoning 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 Project site is within the Industrial District land use designation of the City’s General Plan. This category provides for a broad spectrum of industrial land uses. The proposed uses are compatible with existing adjacent uses that include similar industrial 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 proposes a total of two three-story buildings and four greenhouse structures that propose 505,520 square feet for commercial cannabis cultivation, manufacturing and distribution facilities. Surrounding properties to the north, east and west contain similar M-W zoning on which several commercial cannabis projects have been approved and are in various stages of construction. An industrial park development has been approved on property immediately south



# ITEM 14.b.

of the subject site. As such, the Project will be in keeping with the scale, massing, and aesthetic appeal of the existing area and future development. The buildings will be set back from property lines and street frontages to mitigate the impacts upon loss of sunlight to neighboring lots.

5. An Addendum to the Initial Environmental Study was prepared for this Project, pursuant to the California Environmental Quality Act Guidelines (CEQA Guidelines) and mitigation measures have been recommended in order to reduce the environmental effects of the project to a level of less than significant. The Project will not have any significant adverse effects on the environment.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 14.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-02 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

## RESOLUTION NO. 2019-03

### **A RESOLUTION OF THE CITY COUNCIL APPROVING VARIANCE NO. 18-05 TO ALLOW ROOF HEIGHTS AND PARAPET WALLS TO EXCEED THE 50-FOOT HEIGHT LIMIT IN THE M-W (WRECKING YARD) ZONE FOR TWO PROPOSED BUILDINGS LOCATED AT 48-451 HARRISON STREET (APN 603-110-001). DESERT ROCK DEVELOPMENT LLC, APPLICANT.**

**WHEREAS**, Desert Rock Development LLC filed an application for Variance (VAR 18-05) to exceed the 50 foot height limit in the M-W zone by allowing roof and parapet wall heights ranging from 54-61 feet on a project area of 20 acres located 48-451 Harrison Street Assessor Parcel No 603-110-001(“Project”); and,

**WHEREAS**, Sub-section 17.76.020(b) of the Coachella Municipal Code requires the City Council to make five findings of fact regarding special and exceptional circumstances necessary before granting a variance request; 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,

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on VAR 18-05 in the Council Chambers, 1515 Sixth Street, Coachella, California and made findings for approval of Variance No. 18-05; and,

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

**WHEREAS**, an Addendum to the Mitigated Negative Declaration was prepared and considered for the proposal pursuant to the California Environmental Quality Act, as amended.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Coachella, California does hereby approve Variance No. 18-05 with the findings and conditions listed below:

#### **Findings for Variance No. 18-05**

1. The strict application of the provisions of the Zoning Code would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Code. There are special circumstances applicable to the subject property such as size, shape, topography, location or surroundings that do not apply generally to other property in the same zone and vicinity. The subject site is a lot that is adjacent on all sides to properties designated as Industrial District in the General Plan and that are zoned either M-W (Wrecking Yard) or M-S (Manufacturing-Service). At build-out the buildings will be substantially screened from view to the street due to the rectangular shape of the lot and the 2-three story buildings where the height limit will be exceeded on the property are setback from Harrison Street. The

# ITEM 14.b.

proposed project would be compatible with future industrial developments in the vicinity of the site.

2. Such variance is necessary for the preservation and enjoyment of a substantial property right or use generally possessed by other property in the same zone and vicinity, but which, because of such special circumstances and practical difficulties or unnecessary hardships is denied to the property in question. Due the property's interior lot line dimensions and its location, the property owner is deprived of being able to maximize the development potential of the site.

3. The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the same zone or vicinity in which the property is located. The proposed commercial cannabis uses would be developed in accordance with all current development standards and building codes. This includes new landscaping and parking lot and fencing improvements in addition to the new buildings. The project would not create any objectionable odors, light or glare onto adjoining properties. The project will provide employment opportunities and there will not be any negative effect to the public welfare or property or improvements in the area.

4. The granting of the variance will not adversely affect any element of the general plan. The proposed industrial development would be consistent with land use, circulation and urban design elements of the General Plan. The proposed project will consist of new industrial buildings that will be in keeping with the light industrial and urban employment policies of the General Plan. The current General Plan land use designation of Industrial District envisions a variety of industrial building and uses intended to serve the local and regional populations. The future land uses on the site will be consistent with the General Plan.

## **Conditions of Approval for Variance No. 18-05:**

1. Variance No. 18-05 is hereby approved to allow an increase in roof and parapet wall heights ranging from 54 to 61 feet as part of Conditional Use Permit No. 280, Modification No. 1 and Architectural Review 17-04, modification. All conditions of approval imposed by the attendant applications (CUP No. 280, Modification No. 1 and AR 17-04, modification) shall remain in full force and effect.

2. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted C.B.C., C.P.C., C.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.

3. The applicant will agree to defend and indemnify the City of Coachella against all claims, actions, damages, and losses, including attorney fees and costs, in the event that anyone files legal challenges to the approval of this project. Prior to the issuance of building permits, the applicant shall execute a standard indemnification agreement subject to review by the City Attorney.

# ITEM 14.b.

4. The applicant shall execute an agreement between the City of Coachella and the land owners to adopt a local hiring policy and agreeing to payment of a 1% royalty on gross wholesale receipts for any cannabis products that use the Coachella name in their branding and which are be manufactured or processed outside of the City of Coachella city boundaries.

**PASSED, APPROVED and ADOPTED** this 23<sup>rd</sup> day of January, 2019.

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Steven A. Hernandez  
Mayor

**ATTEST:**

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Angela M. Zepeda  
City Clerk

**APPROVED AS TO FORM:**

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Carlos Campos  
City Attorney

# ITEM 14.b.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. 2019-03 was duly adopted by the City Council of the City of Coachella at a regular meeting thereof, held on the 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza, MMC  
Deputy City Clerk

## **ORDINANCE NO. 1133**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COACHELLA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT FOR THE 20-ACRE DESERT ROCK 2 PROJECT LOCATED WEST OF HARRISON STREET, SOUTH OF AVENUE 48; DESERT ROCK 2 LLC, APPLICANT. (1<sup>st</sup> Reading).**

**WHEREAS**, the Coachella City Council of the City of Coachella (“City”) has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduce the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensure that appropriate measures to enhance and protect the environment are achieved; and

**WHEREAS**, pursuant to California Government Code Sections 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

**WHEREAS**, Desert Rock Development LLC has filed an application for a Development Agreement in conjunction with the Desert Rock 2 Project, as modified, which allows for the development of a commercial marijuana cultivation complex totaling 505,520 square feet on 20 acres of land located south of Avenue 48, west of Harrison Street, Assessor’s Parcel Number APN (603-110-001) (Project); and

**WHEREAS**, owner currently holds a lease option to purchase a fee simple interest in real property considered in this Agreement located within the City of Coachella, County of Riverside, State of California; and

**WHEREAS**, the Applicant desires to develop the property with a commercial marijuana cultivation complex pursuant to Ordinances 1103, 1108 and Ordinance 1109; and

**WHEREAS**, in order to obtain a greater degree of certainty as to the Applicant’s ability to expeditiously and economically develop the Project and provide the City with various public benefits, applicant has duly filed an application for a Development Agreement in accordance with the State of California’s Development Agreement Statute (California Government Code Sections 65864 – 65869.5).

**WHEREAS**, on January 10, 2019 the City gave public notice as required by mailing notices to property owners within at least 300 feet of the Project and publishing a public notice in the Desert Sun of the holding of a public hearing at which the Development Agreement would be considered; and

**WHEREAS**, the Planning Commission of the City of Coachella held a duly noticed and published Public Hearing on November 28, 2018 at which time interested persons had an

# ITEM 14.b.

opportunity to testify in support of, or opposition to, the Development Agreement and at which time the Planning Commission considered and recommended approval of the Development Agreement, together with the recommendations of the Development Services Director and all written and oral evidence within the record or provided at the public hearing; and

**WHEREAS**, in compliance with the requirements of the California Environmental Quality Act (“CEQA”), the City previously completed Environmental Assessment No. 17-02 for the Project and the City has made a determination that the Project will not have a significant impact on the environment and on October 25, 2017 previously adopted a Mitigated Negative Declaration for the Project; and

**WHEREAS**, the City Council makes the following findings:

- A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan;
- B. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the real property is located;
- C. The Development Agreement is in conformity with the public necessity, public convenience, general welfare and good land use practices;
- D. The Development Agreement will not be detrimental to the health, safety and general welfare;
- E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values;
- F. The Development Agreement will have a positive fiscal impact on the city;
- G. The Development Agreement was analyzed as part of the Addendum to the Desert Rock 2 Project Initial Study (EA 17-02) and therefore, the City Council finds that no new environmental documentation is required because no new information of substantial importance has been presented to the City showing that the Project’s impacts may be different or more serve than those set forth in the addendum to the initial study.

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

**Section 1.** That the City of Coachella City Council, in light of the whole record before it, including but not limited to the recommendation of the Development Services Director as provided in the Staff Report dated January 23, 2019 and documents incorporated therein by reference and any other



ITEM 14.b.

written and oral evidence within the record or provided at the public hearing of this matter, hereby approves the Development Agreement with Desert Rock Development, Inc. for the Desert Research Park #2 Project, attached hereto as Exhibit "A".

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

**Section 3.** EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after its 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 AND APPROVED on this \_\_\_<sup>th</sup> day of February, 2019.

\_\_\_\_\_  
Steven Hernandez, Mayor

ATTEST:

\_\_\_\_\_  
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carlos Campos, City Attorney

# ITEM 14.b.

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

**I HEREBY CERTIFY** that the foregoing Ordinance No. 1133 was duly and regularly introduced at a meeting of the City Council on the \_\_\_<sup>th</sup> day of February, 2019, and that thereafter the said ordinance was duly passed and adopted at a regular meeting of the City Council on the 14<sup>th</sup> day of February 2018, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Andrea J. Carranza  
Deputy City Clerk

## “EXHIBIT A”

### **CONDITIONS OF APPROVAL FOR THE DESERT RESEARCH PARK NO. 2 DEVELOPMENT INCLUDING CONDITIONAL USE PERMIT NO. 280 (MODIFICATION NO. 1), ARCHITECTURAL REVIEW (MODIFICATION) AND TENTATIVE PARCEL MAP NO. 37266**

#### **General Conditions:**

1. Conditional Use Permit No. 280, Modification No. 1 hereby approves the development of a commercial cannabis cultivation complex as shown on the submitted plans totaling 505,520 square feet and common parking and security fencing. Prior to the issuance of building permits, the applicant or successor in interest shall execute the Development Agreement with the City of Coachella that has been prepared for the Desert Rock 2 Project.
2. Architectural Review (AR 17-04) Modification and Conditional Use Permit (CUP 280), Modification No. 1, shall be valid for 12 months from the effective date of said City Council approvals unless an extension of time is requested by the applicant and granted by the Planning Commission. Issuance of building permits and pursuit of construction will vest the Architectural Review and Conditional Use Permit.
3. The construction of all new structures shall be in conformance with construction drawings and landscaping plans designed in accordance for the Desert Rock No. 2 Project as modified and conditions of approval imposed below:
  - a. All exterior building materials and colors shall substantially match the exhibits submitted with the Desert Rock No. 2 Development applications as modified.
  - b. Conditional Use Permit No. 280 hereby approves the development of a commercial cannabis cultivation complex as shown on the submitted plans totaling 505,520 square feet and common parking, landscaping and security fencing.
  - c. Pursuant to Ordinance 1109, a Regulatory Permit must be issued by the Coachella City Manager prior to the issuance of a business license.
  - d. All fencing or garden walls shall be subject to issuance of a separate building permit by the City Building Division.

# ITEM 14.b.

- e. All parking lot lighting for the Project shall be consistent with the architectural design exhibits of the Project, as approved by the Development Services Director.
  - f. All masonry perimeter walls and garden walls shall be decorative masonry with decorative cap subject to review by the Development Services Director, and subject to the City's Building Codes.
4. All plans, as shown, are considered "conceptual," subject to revisions as called out by the conditions of this resolution. The plans shall not be stamp-approved until all conditions requesting revisions have been satisfied during the building plan check process. Any substantial changes to the plans, including changes shown on future building permit plans deemed by Staff to not be within substantial conformance with this approval, will require an amendment to the approval of Architectural Review No. 17-04, including architectural features, materials, and site layout.
  5. The project shall comply with all applicable codes, laws and regulations, regardless of whether they are listed in these conditions. This includes conformance with the requirements of the adopted U.B.C., U.P.C., U.M.C., N.E.C., including all requirements of the South Coast Air Quality Management District, the Riverside County Fire Department and any requirements by any other agency having jurisdiction on the project.
  6. The applicant shall defend, indemnify and hold harmless the City of Coachella, its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City, its officials, officers, employees or agents to attack, set aside, void or annul any project approval or condition of approval of the city concerning this project, including but not limited to any approval or condition of approval or mitigation measure imposed by the City Council or Planning Commission. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees and agents in the defense of the matter. The applicant shall execute an indemnification agreement, in a form acceptable to the City Attorney, within five days of the effective date of this approval.
  7. All plan submittals are the responsibility of the developer; this includes plan submittals to the City of Coachella, the Riverside County Fire Department or to other agencies for whom plan review and approval is required.

## **Mitigation Measures – Air Quality:**

8. As required by SCAQMD for all development projects in the Salton Sea Air Basin that would disturb one-acre or greater, Best Available Control Measures will be incorporated into a PM-10 Dust Control Plan prepared for the project prior to commencement of site grading or other construction activity where soil disturbance or other fugitive dust may be generated. BACMs are listed at the end of the MMRP.

**Mitigation Measures –Hazards and Hazardous Materials:**

9. Prior to any land disturbance, including grading or construction, the following mitigation measures shall be implemented:
- a) Prior to demolition, an asbestos inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. The inspection shall include, but not be limited to visual inspection, sampling, and laboratory analysis for the presence of asbestos products, including asbestos-containing material (ACM) and asbestos-containing construction material (ACCM). Polarized Light Microscopy and other methods consistent with the US EOA 600 method shall be applied to this investigation. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - b) Prior to demolition, a lead-based paint inspection of onsite structures shall be conducted by a qualified professional in accordance with currently accepted methods and protocols. Inspections shall be carried out in accordance with US Department of Housing and Urban Development (HUD) guidelines, as well as OSHA Lead Exposure in Construction, Code of Federal Regulations, Title 29, Section 1926. The inspection shall include, but not be limited to visual inspection, sampling, and analysis of materials suspected of containing lead paint or other lead-based materials and coatings. A comprehensive report that documents methods, findings, and appropriate mitigation measures and/or recommendations shall be provided to the City.
  - c) Prior to the start of any activity that might disturb materials potentially containing asbestos, lead, and/or other hazardous or potentially hazardous materials, a qualified and licensed contractor shall be hired to complete necessary abatement procedures. All demolition and other project related actions that might potentially disturb hazardous materials shall be performed by properly trained and qualified personnel. Remediation actions are expected to include but will not be limited to the following:
    1. *Each part of the building from which asbestos is being removed shall, as appropriate, be sealed off in order to prevent contamination of the other area. Methods of area containment may include polyethylene film, duct tape, negative air pressure machines and other appropriate means depending on the type of asbestos materials encountered.*
    2. *Specially designed vacuum cleaners that are designed for asbestos containment (class H) can be safely used when cleaning up during and after asbestos removal.*
    3. *Removed asbestos and materials with embedded or coated with asbestos shall, as appropriate, be double wrapped in plastic and driven to a landfill.*
  - d) If surficial or buried materials within the project site are found to contain potentially hazardous materials (such as: asbestos-containing material, lead-based paint,

# ITEM 14.b.

and mercury or PCB-containing material) such materials shall be removed properly prior to any further site disturbance in the affected area, and disposed of at appropriate landfills or recycled, in accordance with the regulatory guidance provided in California Code of Regulation (CCR) and following the requirements of the Universal Waste Rule (40 CFR part 9).

- e) During project construction and implementation, the handling, storage, transport, and disposal of all chemicals, including herbicides and pesticides, runoff, hazardous materials and waste used on, or at, the project site, shall be in accordance with applicable local, state, and federal regulations.
- f) Vapor Encroachment Screening shall be conducted in accordance with the ASTM Standard E2600-10 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions to identify the likelihood of migrating vapors to encroach on the subject property, thereby creating a Vapor Encroachment Condition (VEC). A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of building permits.
- g) A vapor intrusion risk evaluation shall be conducted in accordance with most recent version of the CalEPA Department of Toxic Substances Control's "Final Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air" to identify the likelihood of vapor intrusion into future buildings and potential impacts on indoor air quality. A complete report of findings and recommended mitigation measures, if any, shall be provided to the City prior to the issuance of grading and building permits.
- h) Butane extraction in both the interim and the permanent facilities shall be subject to the following requirements:
  - i. The City shall engage, at the applicant's expense, a qualified engineer or certified industrial hygienist to review and certify the plans for all components of the butane extraction process, including storage areas and quantities of butane to be stored, electrical systems, extraction machinery, gas monitoring equipment, extraction room ventilation, fire suppression systems and fireproofing of equipment and structures, consistent with current building, fire and electrical codes specific to this process. No building permits shall be issued, and no occupancy of the interim buildings permitted prior to written certification by the engineer.
  - ii. The applicant shall provide the City with copies of permits required by the South Coast Air Quality Management District, or a written confirmation that no permits are necessary.
  - iii. The applicant shall satisfy all requirements of the Fire Department relating to construction, operation, and emergency response. No building permits shall be issued, and no occupancy of the interim buildings shall be permitted prior to written approval by the Fire Department.

## **Mitigation Measures – Cultural Resources:**

10. Approved Native American monitor(s) from the Agua Caliente Band of Cahuilla Indians and Twenty-Nine Palms Band of Mission Indian shall be present during any ground disturbing activities. Should human remains be uncovered, the Riverside County Coroner's Office shall be immediately contacted and all work halted until final disposition by the Coroner. Health Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made necessary findings as to the origin and disposition pursuant to Public Resources Code Section 5097.98. Shall the remains be determined to be of Native American descent, the Native American Heritage Commission shall be consulted to determine the appropriate disposition of said remains.
11. If the coroner determines that the remains are not recent and may be Native American, in accordance with Public Resource Code 5097.94, the coroner will notify the Native American Heritage Commission (NAHC) within 24 hours of the find. The NAHC will then determine the Most Likely Descendant (MLD). The City will work with the designated MLD to determine the final disposition of the human remains.

## **Mitigation Measures – Traffic and Transportation:**

12. The applicant shall pay applicable City of Coachella Development Impact Fees (DIF) and County of Riverside Transportation Uniform Mitigation Fees (TUMF) in effect at that time.
13. Five (5) sets of copies of check prints. The applicant shall pay all necessary plan check, permit, and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
14. The applicant shall pay plan check fees of \$750.00 per sheet of improvement plans, and \$350.00 for PM 10 plan.

## **Engineering-Final Map**

15. The Final Map shall comply with the Subdivision Map Act and City of Coachella Subdivision Ordinance.
16. All public streets shall be dedicated to The City of Coachella.
17. Prior to submittal of the final map to the City Council for approval, the applicant shall post securities (Bonds) to guarantee the installation of required improvements and a Subdivision Improvement Agreement shall be submitted to Engineering Division for City Engineer and City Attorney approval.
18. Prior to approval of the Final Map, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the tract boundary or along the streets adjacent to the tract. If necessary, tile drains and irrigation lines shall be relocated and

# ITEM 14.b.

easement documents prepared for the new location of any such lines. The easement shall be shown on the final map. Plans for the tile drain or irrigation relocation shall be submitted to CVWD for approval and a copy of the plans shall be submitted to the City for evaluation regarding possible conflict with City facilities. The applicant shall submit to the City approved copies of any such relocation plans.

## **Engineering – Grading and Drainage:**

19. A precise grading/improvement plan, prepared by a California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. A final soils report, compaction report and rough grading certificate shall be submitted and approved prior to issuance of any building permits.
20. A Drainage Report, prepared by California Registered Civil Engineer, shall be submitted for review and approval by the City Engineer prior to issuance of any permits. The report shall contain a Hydrology Map showing on-site and off-site tributary drainage areas and shall be prepared in accordance with the requirements of the Riverside County Flood Control District. Adequate provisions shall be made to accept and conduct the existing tributary drainage flows around or through the site in a manner which will not adversely affect adjacent or downstream properties. If the design of the project includes a retention basin, it shall be sized to contain the runoff resulting from a 10-year storm event and the runoff from a 100-year storm event shall be contained within basin with shallow ponding (3.5' max.). The basin shall be designed to evacuate a 10-year storm event within 72 hours. The size of the retention basin(s) shall be determined by the hydrology report and be approved by the City Engineer. Retention basin shall be provided with a minimum of 2.00 feet sandy soil if determined to contain silt or clay materials. Maximum allowable percolation rate for design shall be 10 gal./s.f./day unless otherwise approved by the City Engineer. A percolation test for this site is required to be submitted. A combination drywell vertical drain field shall be constructed at all points where runoff enters the retention basin. Drywell & vertical drain field design shall be based on soils borings made at the proposed drywell locations after the retention basins have been rough graded. Minimum depth shall be 45-feet. A log that includes sieve analysis for each strata of the borings shall be submitted to the City Engineer for confirmation of depth of the vertical drain fields. Underground retention under the proposed parking area will be considered as an alternative to surface retention subject to the approval of the City Engineer.
21. Site access improvements shall be in conformance with the requirements of Title 24 of the California Administrative Code. This shall include access ramps for off-site and on-site streets as required.
22. Applicant shall obtain approval of site access and circulation from Fire Marshall.
23. If applicant is planning to build a wall, separate permits shall be required for wall construction. The maximum height of any wall shall be limited to nine (9) feet as measured from an average of the ground elevations on either side.



## **Engineering – Street Improvements:**

24. Street improvement plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check prior to issuance of encroachment permits. All street improvements including streetlights shall be designed and constructed in conformance with City Standards and Specifications. Street flow line grade shall have a minimum slope of 0.35 percent.
25. Applicant shall construct all off-site and on-site improvements including street pavement, curb, gutter, sidewalk, street trees, perimeter walls, perimeter landscaping and irrigation, storm drain, street lights, and any other incidental works necessary to complete the improvements. Driveways shall conform to City of Coachella standard for commercial driveways with a minimum width of 24.00 feet and curbed radius entrances.
26. Harrison Street is classified as a local industrial street with a right-of-way of 74 feet per the City of Coachella General Plan 2035. Applicant shall verify and dedicate land if necessary to comply with this requirement.
27. Water and Sewer connection and capacity fees must be paid in the Building Division prior to construction.
28. Applicant shall obtain an encroachment permit for any improvements constructed within public right-of-way including alleys.

## **Engineering-Sewer and Water Improvements**

29. Sewer & Water Improvement Plans prepared by a California Registered Civil Engineer shall be submitted for engineering plan check and City Engineer approval.

## **Engineering – General:**

30. Prior to approval, the applicant shall resolve CVWD issues related to existing tile drains or irrigation mains located within the project boundary or along the streets adjacent to the property. If necessary tile drains and irrigation lines shall be relocated, and easement document prepared for the new location of any such lines. Plans for the tile drain or irrigation relocation shall be submitted to the City for evaluation regarding possible conflict with City facilities. The applicant shall submit to the City approved copies of any relocation plans. If the above referenced CVWD facilities do not need to be relocated as part of the project, they can remain as easements provided approved by CVWD.
31. The developer shall submit a Fugitive Dust Control and Erosion Control plan in accordance with Guidelines set forth by CMC and SCAQMD to maintain wind and drainage erosion and dust control for all areas disturbed by grading. Exact method(s) of such control shall be subject to review and approval by the City Engineer. No sediment is

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to leave the site. Additional securities in amount of \$2,000 per acre of gross area, and a one-time cash deposit of \$2,000.00 are required to insure compliance with this requirement. No work may be started on or off site unless the PM-10 plan has been approved and the original plans are in the engineering department at the City of Coachella.

32. The applicant shall provide necessary utility easements for IID and underground overhead distribution lines. Applicant shall submit to the City a letter from IID that satisfies this requirement.
33. The applicant shall pay all necessary plan check, permit and inspection fees. Fees will be determined when plans are submitted to the City Engineering Department for plan check.
34. Applicant shall comply with the valley wide NPDES permit requirements including but not limited to submittal of a preliminary WQMP for plan review accompanied by a \$3,000 plan check deposit and a Final WQMP for final approval including executed maintenance agreement. All unused plan check fees will be refunded to the applicant upon approval of the Final WQMP.

## **Completion**

35. "As-built" plans shall be submitted to and approved by the City Engineer. Prior to acceptance of the improvements by the City, such plans, once approved, shall be given to the city on compact disk in AutoCAD format. All off-site and on-site improvements shall be completed to the satisfaction of the City Engineer prior to acceptance of improvements for maintenance by the City.
36. Prior to the issuance of a certificate of occupancy, all public improvements, including landscaping and lighting of retention basins, and landscaped areas along the exterior streets, shall be completed to the satisfaction of the City Engineer. An engineering final inspection is required.

## **Development Services – Landscaping:**

37. Final landscaping and irrigation plans shall be submitted to the Development Services Department for review and approval. Said plans shall conform to the landscaping plan submitted as part of the subject Architectural Review, and as conditioned herein.
38. Prior to the issuance of building permits, the applicant shall submit detailed landscaping and irrigation plans for review and approval by the City's Engineering Department and Development Services Department.
39. Landscaping and irrigation shall be provided in accordance with Section 17.54.010(J) of the Municipal Code and in accordance with the State Model Water Efficient Landscape Ordinance (AB 1881). Water budget calculations, including the Maximum Applied Water Allowance (MAWA) and Estimated Total Water Use (ETWU) shall be provided as part of

the landscaping and irrigation plan.

40. The landscape plan shall provide for a minimum 5-gallon groundcover plants, 5-gallon shrubs, and 24-inch box trees. The plants and trees shall be irrigated with an automatic and durable drip irrigation system.
41. Landscaped areas shall be dressed with a minimum 2-inch layer of compacted and/or glue- bonded decomposed granite that cannot be wind driven. A weed barrier underlayment shall be placed under the decomposed granite.
42. Plant materials selection should be represented by symbols that show the plants at 75% of their mature size.
43. The applicant shall obtain written clearance from the County Agricultural Commissioner's Office regarding the type of landscaping to be planted. The clearance letter shall be included as a note on the landscape plans. The applicant shall utilize only plants that were listed on the landscape plan submitted to the Commissioner's office. Any substitutions must be approved by both the Commissioner's office as well as the City's Development Services Department.
44. Six-inch concrete bands shall be used as mow strip borders for planting areas where separating turf areas or synthetic turf areas.
45. All landscape planter beds in interior parking areas shall be not less than five (5) feet in width and bordered by a concrete curb not less than six (6) inches nor more than eight (8) inches in height adjacent to the parking surface.
46. All non-landscaped and undeveloped areas of the site shall be kept free of weeds and debris and shall be treated with a dust-preventative groundcoating.

### **Development Services – Project Design:**

47. Prior to the issuance of building permits, all exterior architectural features and treatments shall be consistent with the submitted Architectural Review No. 17-04 construction plans and elevations, as modified herein, subject to review and approval by the Director of Development Services.
48. All exposed metal flashing, downspouts, or utility cabinets shall be painted to match the building prior to final inspection.
49. Trash enclosures installed for the project shall be compatible architecturally with the building and include storage areas for recycling containers. The enclosure shall be constructed to Burrtec Waste Management Standards. Both Burrtec Waste Management

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and the City Engineer shall approve the location of the trash enclosure.

50. All roof mounted mechanical equipment, except solar panels, shall be view obscured by a parapet wall greater in height than the equipment installed. Ground mounted mechanical equipment shall be view obscured by landscaping or enclosure.
51. Outdoor storage areas shall be obscured from public view and specifically shall not be visible from Avenue 48 and Harrison Street.

## **Riverside County Fire Department:**

52. The Fire Department requires the listed fire protection measures be provided in accordance with the City of Coachella Municipal Code and/or the Riverside County Fire Department Fire Protection Standards. Submittal to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required. Final conditions will be addressed when complete building plans are reviewed.

## **Access**

53. Fire department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, City of Coachella Municipal Code, Riverside County Ordinance 787, and Riverside County Fire Department Standards.. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

## **Water**

54. The Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

## **Imperial Irrigation District:**

55. Any construction or operation on IID property or within its existing and proposed right-of-way or easements will require an encroachment permit, including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities (e.g. power lines).
56. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

## **Utilities:**

57. Water and sewer plans outside the buildings and interior plumbing or mechanical plans (i.e. floor drains and sinks, equipment which discharges to the sewer system, chemical storage and spill containment measures) shall be provided to the City Utilities Department

for review and approval.

58. A Source Control "Short Form" (and the Source Control application if required) shall be completed and turned into Source Control (Utilities Department) by the applicant.
59. Based on findings of the Source Control application, all modifications shall be completed prior to issuance of a certificate of occupancy.
60. Adequate fire protection shall be included and the public water supply shall be protected with a DCDA or greater on all fire water lines to commercial/industrial facilities.
61. An RP shall be correctly installed within 12" of all water meters servicing domestic usage, landscape, commercial and/or industrial facilities.
62. All landscaping shall be on a separate water meter with an RP ensuring the establishment is not assessed sewer fees for water used on landscape.
63. All mechanical and plumbing plans shall be submitted to the Utilities Department for review to determine if pretreatment and/or a sample location is required.
64. All facilities and landscape plumbing which have water or wastewater (sewer) services shall obtain approval from the Environmental Compliance (Source Control), Water and Sanitary Sewer Divisions prior to receipt of the Certificate of Occupancy.
65. Fire hydrants must be at the end of each dead end for flushing.
66. RPZ Style Backflow devices shall be installed on commercial and landscape meters.
67. Above ground DCDA backflows must be installed for all fire line services.
68. Master-metered, radio-read water meters shall be utilized for the project.
69. Domestic and fire service backflow meter devices must be in utility right of way.

## **ENVIRONMENTAL COMPLIANCE**

70. The applicant shall submit water and sewer plans for approval from Utilities General Manager. The project shall be required to connect to City public sewer and water system by extending service mains as needed.
71. The project will require a Water Quality Management Plan (WQMP) >100,000 sq./ft.
72. The proposed facility will be required to submit a source control survey, and submit detailed plumbing and mechanical plans.
75. The applicant shall install an above ground "Double Check Detector Assembly" DCDA for

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fire system to protect water supply from contamination or pollution.

76. Backflow devices; will require Reduced Pressure Principle Device (RP) within 12 inches of water service installed to protect water supply from contamination or pollution.
77. The applicant shall install separate AMI metering system for each building, and install separate AMI metering system for the irrigation system.
79. The project shall implement the State's drought mandate which prohibits irrigation with potable water outside newly constructed homes and buildings that is not delivered by drip or micro-spray systems.

## **Fees:**

80. Prior to the issuance of a building permit, the applicant shall pay all Development Fees to the City; this also includes school fees and outside agency fees such as sewer water and utilities. Copies of receipts shall be provided to the Development Services Department prior to permit issuance.
81. The applicant shall be responsible for paying all applicable development and processing (plan check, inspection, etc.) fees associated with this project.
82. The applicant shall pay all applicable school impact fees to the Coachella Valley Unified School District prior to the issuance of a building permit.
83. The applicant shall pay all required water connection fees.
84. The applicant shall be required to pay the Multiple Species Habitat Conservation (MSHCP) fees for industrial development prior to issuance of building permits.
85. The applicant shall comply with the City's Art in Public Places Ordinance. If the applicant elects to pay in-lieu art fees, then the fees shall be deposited into the Public Arts Fund at an amount of (1) One-half (1/2) of one percent (1%) for new commercial and industrial construction.
86. The project is subject to payment of all industrial development impact fees whether or not explicitly stated in other conditions of approval or the environmental mitigation measures for the subject project.

## **Coachella Valley Unified School District**

87. The Coachella Valley Unified School District is authorized by the State Legislature to levy a developer fee on commercial/industrial development. The fee has been established at \$.56 per square foot for all commercial/industrial construction. The fees collected will be used to assist in the housing of students within the Coachella Valley Unified School District. The fee will be required to be paid prior to the issuance of the building permit.

## **Miscellaneous:**

88. Installation of sidewalks along Harrison Street may be satisfied by an improvement agreement subject to review and approval by the City Engineer.
89. Final design plans for proposed landscaping and fencing along the project street frontages shall be presented as an administrative item before the Planning Commission for final review and approval.
90. Tentative Parcel Map No. 37266 shall expire two years after the original City Council approval date, unless recorded or granted a time extension pursuant to Title 16 of the Coachella Municipal Code. The two-year time period shall be tolled during the pendency of any lawsuit that may be filed, challenging this Tentative Tract Map and/or the City's CEQA compliance.
91. The applicant or successor in interest shall provide a minimum of 25 feet from face of curb to any perimeter fencing or structure along Harrison Street for the purposes of accommodating a public utilities easement.
92. The subdivider or successor in interest shall submit Covenants, Conditions, and Restrictions (CC & R's) in a form acceptable to the City Attorney, for the proposed subdivision, prior to the recordation of any CC & R's on the subject property. The CC & R's shall be submitted for review by the Planning Director and City Engineering prior to the recordation of the final map. The applicant or successor in interest shall submit a deposit of \$1,000 to cover legal costs incurred by the City in its review of CC & R's and related documents prior to their recordation. The CC & R's shall include provisions to form a Property Owner Association for the maintenance of the following:
  - All interior and exterior common areas including driveways, gates, retention basins, perimeter walls, landscaping and irrigation.
  - Exterior landscape at gated entries and along the perimeter of the site's frontage along Harrison Street.
  - Graffiti abatement for the interior and exterior of the premises.
  - Maintenance and operations of the streetlights.
  - Maintenance of all perimeter walls and fencing.
93. The Property Owners Association created by the CC&R's shall comply with the City of Coachella Insurance requirements.
94. A minimum of two points of access on the north and south sides of the property, shall be provided during all phases of construction and during operation of the interim use facility. An all-weather surface road, installed to the satisfaction of the Riverside County Fire Marshal's office, shall be installed as part of the 1<sup>st</sup> phase of development connection to the northern entry drive into the project site.

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95. The subdivider shall dedicate to the City of Coachella a public utilities easement along the southern boundary of TPM 37266, for the benefit of parcels to the west, as approved by the City Engineer.





**ADDENDUM TO THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

**DESERT ROCK DEVELOPMENT  
INDOOR HORTICULTURE CAMPUS  
SITE 2**

**Conditional Use Permit 280 (Modification No.1), Architectural Review  
17-04 (Modification), Environmental Assessment 17-02, Variance 18-  
05, and Accompanying Development Agreement**

**Applicant:**

Desert Rock Development  
72100 Magnesia Falls Drive, Suite 2  
Rancho Mirage, CA 92270

**Lead Agency:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

**Addendum to the  
Desert Rock II  
Environmental Initial Study/Mitigated Negative Declaration**

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## **I. INTRODUCTION AND PROJECT BACKGROUND**

### **A. Summary**

This document is an Addendum to the Desert Rock II Environmental Initial Study (IS) for the City of Coachella prepared and adopted in 2017 to evaluate the potential environmental impacts of an indoor cannabis cultivation project consisting of sixteen free-standing buildings totaling 740,880 square feet on a 20± acre parcel located at 48451 Harrison Street. Since project approval, the applicant has made changes to the project which the City has determined necessitated the preparation of this Addendum.

In this document, Section I provides the detailed description of the City of Coachella's procedure and environmental review process under the California Environmental Quality Act (CEQA). Section II describes proposed Project Amendments. Section III describes the potential environmental impacts of the proposed amendments to the project.

### **B. Project Location**

The project site is located at 48451 Harrison Street, in the northern portion of the City of Coachella, in an area characterized by urban development, including commercial and industrial land uses. The site is relatively flat and is currently occupied by the Desert Truck & Auto Parts, which will be closed once the property is entitled as a cannabis cultivation facility.

### **C. Project History and Current Proposal**

Based on data reviewed during the 2017 IS assessment, the site was in agricultural use between at least 1949 and 1953. A field covered most of the site during this period. A residential dwelling was located at the project site's northwestern portion since at least 1949. This dwelling was removed and replaced in approximately 1971. A pool and shed were constructed adjacent to this dwelling at this time. However, the dwelling is not currently occupied. The site was developed as an automobile salvage facility in approximately 1968 and has been operating as Desert Trucks & Auto Parts, which is a wrecking and vehicle recycling facility. The large metal storage building, adjoining office, and bathroom building were constructed in the site's southeastern corner in 1970. A small office building for the onsite impound yard was constructed in the site's east-central portion at about this time. The entire site was filled with vehicles by the 1980s. Currently, Desert Trucks & Auto Parts is still in operation and several buildings, structures, autos, and miscellaneous debris occupy the site.

The 2017 Desert Rock II Project proposed an Indoor Horticulture Campus with a primary use of indoor cultivation of cannabis located on 20± acres. At build out the project would have consisted of sixteen free-standing buildings totaling 740,880 square feet, 23,640 square feet of adjoining open space and a total of 1,031 parking spaces as well as a 0.94-acre detention basin located on the eastern boundary of the site. An 8-foot high wall with automated gates and security cameras at each driveway was proposed at the perimeter of the site.

The proposed site access was from one driveway located along Harrison Street at the southwest corner of the site and would allow full access to the site. An emergency access driveway was proposed in the northeast corner of the site on Harrison Street. In addition, certain roadway improvements were recommended along Harrison Street to be consistent with the City's roadway classification and General Plan Mobility Element.

The project site will be connected to an existing 12" water pipeline in Harrison Street. The site would connect to the 8" sanitary sewer pipe along Avenue 48 through the extension of an 8" sanitary sewer pipe in Harrison Street. To comply with SB 610, a water supply assessment had been prepared for the 2017 project and submitted to support the environmental review that was conducted by the City of Coachella under CEQA. The water supply assessment was approved at the same time as the IS.

In addition, the proposed project would require electrical power to be provided by IID. The 2017 project would have actively participated in the expansion of IID facilities.

The IS for the Desert Rock II project was prepared in 2017 and analyzed both construction and operational impacts of the proposed 20± acre development. The General Plan designates the site as Wrecking Yard (M-W), which allows the cultivation of cannabis with an approved Conditional Use Permit (CUP). For this reason, the project proponent submitted a CUP application. In addition, the City and project proponent entered into a Development Agreement to address the payment of development fees, development parameters and timing of the project, and the responsibilities of both the City and the applicant relating to the construction and operation of the project. Based on the 2017 analysis, all impacts in the IS have been mitigated to less than significant levels through implementation of mitigation measures.

In 2018, the applicant proposed minor development modifications to the previous Desert Rock II project. Modifications include changes to building square footage, parking, decorative louvered façade for the greenhouses, and lot coverage. In summary, project modifications result in a reduction of 238,052 square feet of building space, and thus a reduction of 343 parking spaces. A complete description of the currently proposed project is provided in Section II, below.

## II. PROPOSED PROJECT MODIFICATIONS

### A. Subject of this Addendum

The proposed project includes Amendments to the Desert Rock II Conditional Use Permit. The application has been made to allow for the future development of an Indoor Horticulture Campus with a primary proposed use of indoor cultivation of cannabis, to be located on 20 acres in the City of Coachella, California. At build-out, the project will consist of six (6) freestanding buildings totaling 505,520 square feet, which will result in 98,520 square feet of indoor grow building area and 407,000 square feet of greenhouse building area and a total of 668 parking spaces.

The applicant has submitted preliminary designs for the project, which are considered in this IS Addendum. As required by CEQA, this Addendum analyzes the whole of the action, to the extent that information is available for the specific project.

The proposed cannabis cultivation land uses are generally consistent with what was envisioned in the Desert Rock II Initial Study; however, specific details of the entitled cannabis cultivation project have been modified. Those modifications and their associated potential environmental impacts are the main subject of this addendum.

The proposed project includes a Conditional Use Permit. The application is required by the City's Municipal Code to allow for the development of an indoor horticulture campus with the primary use being cannabis cultivation.

### B. Proposed Amendments

The following modifications are included in the Desert Rock II Conditional Use Permit Amendment application:

**Table 1**  
**Entitled and Proposed Modifications to the Building Square Footage (SF)**

<b>Building Type</b>	<b>Entitled SF</b>	<b>Proposed Modified SF</b>	<b>Difference</b>
Indoor Grow Building Area	740,880 Square Feet	98,520 Square Feet	642,360 Square Feet (decrease)
Greenhouse Building Area	0 Square Feet	404,308 Square Feet	404,308 Square Feet (increase)
Parking	1,031 Spaces	668 Spaces	363 Spaces (decrease)

Table 1 shows the changes to the entitled building square footage. The proposed changes in the square footage result in an overall reduction in the intensity of the project, which will have 238,052 fewer square feet of building area. This represents a 32% decrease from the entitled project.

The two indoor grow buildings, which occur on the eastern end of the site, will be three stories in height, while the four greenhouse buildings will be one story. The indoor grow buildings will be of standard construction, with windows on all sides, and metal roll-up doors. The greenhouse buildings will consist of metal siding with louvered windows and roll-up doors. Parking spaces are distributed throughout the site. The proposed retention basin will occur, as it did in the original project, on the eastern border of the site.

## **C. Current Land Use Designations**

The project site is designated as Industrial District on the City's General Plan Land Use Map (General Plan; Exhibit 3-6). The existing Zoning Designation is M-W – Wrecking Yard (See Exhibit 5 Land Use Map and Exhibit 6 Zoning Map). The City requires that a Conditional Use Permit be approved for cannabis cultivation projects, as was the case when the original project was approved.

## **D. Purpose of an IS Addendum**

When a proposed project is changed or there are changes in the environmental setting, a determination must be made by the Lead Agency as to whether an Addendum or Subsequent IS is prepared. CEQA Guidelines Sections 15162 and 15164 sets forth criteria to assess which environmental document is appropriate. The criteria for determining whether an Addendum or Subsequent IS is prepared are outlined below. If the criteria below are true, then an Addendum is the appropriate document:

1. No new significant impacts will result from the project or from new mitigation measures;
2. No substantial increase in the severity of environmental impact will occur; or
3. No new feasible alternatives or mitigation measures that would reduce impacts previously found not to be feasible have, in fact, been found to be feasible.

Based upon the information provided above and in the analysis provided in Section III of this document, the changes to the Approved Project will not result in new significant impacts or substantially increase the severity of impacts previously identified in the IS, and there are no previously infeasible alternatives that are now feasible. None of the other factors set forth in Section 15162(a)(3) are present.

Therefore, an Addendum is appropriate, and this Addendum has been prepared to address the environmental effects of the changes to the project.

### III. IMPACT ANALYSIS

This Section of the IS/MND Addendum defines the environmental impacts of the proposed project in the context of the IS/MND analysis. The order of discussion follows the environmental analysis categories currently included in CEQA Appendix G. Each environmental issue area first describes the context and analysis considered in the original IS for that issue. This summary is followed by an analysis of the proposed project as compared to those identified in the IS/MND.

#### 1. Aesthetics

The Desert Rock IS/MND aesthetic impact analysis was based on conditions at the time of its writing. In this section, impacts to Aesthetics disclosed in the IS/MND are summarized, and then compared to today's existing conditions and proposed project.

##### Summary of Findings in Desert Rock II Initial Study

The subject property is located approximately 2.28 miles southwest of the Little San Bernardino Mountain foothills, which are considered a scenic resource for much of the eastern Coachella Valley. From the subject property, scenic views of the Little San Bernardino Mountains are to the north, northeast, east, and southeast. Views of the Santa Rosa and San Jacinto Mountain Ranges are to the southwest and west. Existing lower elevation mountain views are obstructed by surrounding commercial/industrial developments that range from one to two-story buildings. Middle and upper elevations of the mountains are visible above the surrounding structures but are more distant, so their immediate scenic value is diminished.

Land immediately to the south is currently vacant land. To the east, Harrison Street, industrial (Ronaldo Junk Yard) and vacant land borders the site. These streets, auto wrecking yards and vacant lands do not block foothill views of mountains to the east and southeast. Development north and west of the site consists of industrial development and ground level short-range views to the north and west are currently obstructed. Lower elevations to the north and west are blocked by buildings and autos. However, middle and higher elevations to the north and west are still visible.

The original project consisted of 16 buildings oriented in an east-west direction, and each approximately 184 feet in length, 120 feet in width, and 50 feet in height. The buildings were proposed to be concrete structures, with metal sunshades located at intervals in contrasting colors on the east, west, and south sides. Storefront windows and doors were provided on the sides of the buildings facing Harrison Street and the main parking lot. The buildout of the site would have resulted in limited obstruction of views for viewers looking to the north from vacant land, as three stories would result in short-range view blockage. However, views of the mid-range and tops of the mountains to the east and northeast would remain. The view blockage for properties to the west would have been less significant because these properties are predominately used to store old auto parts. The proposed project would include full site improvements, including landscaping, fences and walls and architecturally treated buildings to enhance the site's appearance.



The IS also considered the potential impacts associated with light and glare, and found that future development will generate lighting levels consistent with that of the City's urban development, and would be controlled by the City's lighting standards, which include shielding and limitation of light spillage. Impacts associated with light and glare were found to be less than significant.

### Analysis of the Proposed Project Modifications

Implementation of the proposed project amendments to the adopted Desert Rock II site plan would result in less building mass as a result of fewer three-story stand-alone buildings.

### Scenic Vistas and Visual Character

As described above, scenic views from the project site of the Little San Bernardino Mountain Range are available to the northeast, east and southeast, and views of the more distant Santa Rosa and San Jacinto Mountain ranges are available to the west and southwest. Views of the lower elevations of the mountains are blocked by intervening development. However, middle and upper elevations of the mountains are visible above current development. The proposed modifications would reduce building heights, thus creating more opportunities for the surrounding properties to retain views of the mountain ranges. No new impacts to scenic vistas are expected as a result of the proposed modifications.

As stated above, the subject site is partially developed. The four proposed greenhouse buildings would be approximately 462 feet in length, 220 feet in width, and 25 feet in height to the top of the greenhouse peaks. There is also a decorative louvered metal facade that extends across the south elevations of buildings 3 and 5 and on the west elevation of buildings 5 and 6. This decorative louvered facade extends above the peaks of the greenhouse structure and varies in height from 27 feet to 30 feet. The two grow buildings would be concrete structures, three stories in height. Storefront windows and doors will be provided on the sides of the buildings facing Harrison Street and the main parking lot.

For the proposed project, the applicant proposes four one-story greenhouse buildings within the central portion of the site and two three-story buildings in an open parking area. The proposed modification will result in generally lower height and scale. Proposed buildings are generally consistent with the character of newer and proposed buildings in this area of the City, and would display a similar visual character. No new impacts would result from implementation of the project's proposed modifications, and no new or revised mitigation measures are required.

Therefore, project impacts will remain at less than significant levels relative to impacts on scenic vistas and visual character.

### Light and Glare

Similar to the 2017 IS/MND, buildout of the proposed project can be expected to generate increased levels of light and glare from interior and exterior building lighting, safety and security lighting, landscape lighting, and vehicles accessing the site. However,

lighting and glare levels are not expected to exceed typical levels within the surrounding environment, and would be regulated by City lighting standards. The 2017 project was designed according to the City's Zoning Ordinance and would have had properly shielded light fixtures to minimize spillage onto adjacent properties. The currently proposed project will be required to implement these same standards to ensure that project-related light and glare impacts will be less than significant. Changes in the project will not substantially change impacts associated with light and glare, and City standards will ensure that impacts associated with on-site lighting remain less than significant, as was the case with the original project.

### Summary of Impacts

The project modifications will reconfigure the site plan and reduces total proposed buildings to six buildings, with four of those as single story greenhouse buildings. Within the project site, the highest proposed base building heights, 31 feet, will be for the two buildings facing Harrison Street. However, landscaping techniques will be used to enhance the visual impact along Harrison Street in order to further diminish impacts. Overall, the proposed project will integrate into the visual landscape of the area when constructed.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with aesthetics or visual resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with aesthetics and visual resources will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to aesthetics and visual resources than those disclosed in the 2017 IS/MND.

## **2. Agricultural and Forestry Resources**

### Summary of Findings in Desert Rock II IS/MND

The project site is designated as an Industrial District on the City's land use map, and is occupied by an auto storage yard. Although the project site was once utilized for agriculture, the site is not designated as Prime Farmland, Unique Farmland, or Farmland of Statewide or Local Importance by the California Department of Conservation. An agricultural use (palm grove) is located southeast of the site, but it is designated as Industrial District on the General Plan Land Use Map. The implementation of the approved project would have had no impact on these lands, as the project is free-standing and will not affect this use. Neither the construction nor operation of the approved project would have created a conflict with a Williamson Act contract. There would have been no conversion of farmland to non-agricultural uses. No impact was expected.

The proposed project is located on the Coachella Valley floor, in an area that is sparsely vegetated. The subject site does not contain, and is not in proximity to, any forested lands. There would have been no project-related impacts to forestry.

### Analysis of the Proposed Project Modifications

The project modifications will not affect agricultural and/or forestry resources at the site, because the land to be disturbed is identical to that considered in the original IS, and no change in conditions have occurred on surrounding lands. No impact is expected.

## **3. Air Quality**

### Summary of Findings in Desert Rock II IS/MND

The project site lies within the Salton Sea Air Basin (SSAB). The South Coast Air Quality Management District (SCAQMD) oversees air quality management for the SSAB. The Riverside County portion of the SSAB is bounded by the San Jacinto Mountains to the west and spans eastward to the Palo Verde Valley.

In the SSAB, the main pollutants of concern include carbon mono oxide (CO), nitrogen oxides (NO<sub>x</sub>), volatile organic compounds (VOC), sulfur dioxide (SO<sub>2</sub>), coarse inhalable particulate matter (PM<sub>10</sub>), fine inhalable particulate matter (PM<sub>2.5</sub>), lead (Pb), ozone (O<sub>3</sub>), and nitrogen dioxide (NO<sub>2</sub>). SCAQMD has prepared a 2016 Air Quality Management Plan (AQMP) for the SSAB. The SSAB is designated as being in serious nonattainment for PM<sub>10</sub>, and O<sub>3</sub>. The City of Coachella is within Source Receptor Area 30 (SRA 30). The closest monitoring stations in SRA 30 are Palm Springs and Indio. The recorded data showed that this region has violated both the State and Federal Standards for PM<sub>10</sub>.

In the previous IS/MND, development of the proposed project was anticipated to occur in one phase between 2016 and 2017. For analysis purposes, a 1.5-year buildout was assumed beginning June 2016 with operation in 2017.

### Applicable Air Quality Plans

The project area is subject to SCAQMD's 2016 Air Quality Management Plan (AQMP) and the 2012 Coachella Valley PM10 State Implementation Plan. The AQMP is based on the land use plans of the jurisdictions in the region. The AQMP is a comprehensive plan that establishes control strategies and guidance on regional emissions reductions for air pollutants. The original project was consistent with the City of Coachella land use designations assigned to the subject property. Therefore, the proposed project was determined to be consistent with the intent of the AQMP and would not conflict with or obstruct implementation of the applicable air quality plan. No impact associated with compliance with applicable management plans was anticipated.

### Criteria Pollutants

For the IS/MND, the California Emissions Estimator Model (CalEEMod) Version 2016.3.1 was used to project air quality emissions that would be generated by the project.

The majority of fugitive dust emission would be generated during the construction phase and it was stated in the IS that short-term emissions of pollutants would occur during site preparation/grading, construction of drainage improvements, relocation of utilities, and roadway paving. Sources of construction related emissions included the operation of construction equipment, soils exports, delivery of materials, off gassing from asphalt, as well as vehicles transporting workers to and from the project site.

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The 2017 IS concluded that the development of the site would contribute to air emissions of CO, NO, PM<sub>10</sub> and PM<sub>2.5</sub> that would not exceed SCAQMD thresholds. The analysis also showed that the build out of the proposed project would not exceed "Localized Significance Thresholds."

Although the project would not exceed SCAQMD and Localized Significance thresholds, mitigation measures AQ-1 to AQ 5 were proposed to further minimize the impacts.

## Odors

The approved project would have operated as an industrial park, and plants would have been grown and stored indoors. The City's Ordinances require that cultivation facilities control odors with appropriate air filtration systems. The buildings would have been equipped with proper ventilation systems, filtration devices, and other available means of odor control, per standard regulations, to ensure project impacts remained less than significant. The proposed project was not expected to generate objectionable odors during any phase of construction or at project buildout.

Thus, the City of Coachella found that impacts to air quality as a result of the 2017 project would be less than significant.

## Analysis of the Proposed Project Modifications

The proposed project will be developed in accordance with all applicable air quality management plans. The proposed amendment will not change the air emissions generated by build out of the subject site significantly. Impacts are expected to be consistent with those analyzed in the previous IS, as described below.

As was the case with the original project, criteria air pollutants will be released during both the construction and operational phases of the currently proposed project. To calculate the emission as a result of the proposed project, California Emissions Estimator Model (CalEEMod) Version 2016.3.1 was used to project air quality emissions as described below.

## Construction Emissions

The construction period includes all aspects of project development, including site preparation, grading, hauling, paving, building construction, and application of architectural coatings. For analysis purposes, it is assumed that construction will occur over a 1.5-year period from mid 2018 to late 2019.

**Table 2**  
**Desert Rock II**  
**Construction Emissions**  
**(lbs./day)**

<b>Maximum Emissions*</b>	<b>CO</b>	<b>NOx</b>	<b>ROG</b>	<b>SOx</b>	<b>PM<sub>10</sub></b>	<b>PM<sub>2.5</sub></b>
2019	35.61	54.60	4.90	0.09	20.74	12.20
2020	52.78	48.86	60.36	0.11	6.11	3.01
<b>SCAQMD Threshold</b>	<b>550.0</b>	<b>100.0</b>	<b>75.0</b>	<b>150.0</b>	<b>150.0</b>	<b>55.0</b>
<b>Significant</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

\* Average of winter and summer construction emissions, unmitigated, 2019-2020.  
Emission Source: CalEEMod model, version 2016.3.1. Output tables generated 08.06.2018.

As shown in the table above, emissions generated by construction activities will not exceed SCAQMD thresholds for any criteria pollutant. The data reflect average daily emissions over the 1.5-year construction period, including summer and winter weather conditions. The analysis assumes there will be a net balance of soils on-site, and no soil materials will be imported or exported during grading. Applicable minimization measures and best management practices include, but are not limited to, the implementation of dust control practices in conformance with SCQAMD Rule 403, proper maintenance and limited idling of heavy equipment, phasing application of architectural coatings and the use of low-polluting architectural paint and coatings. Adherence to such measures will ensure construction related emissions would remain less than significant. These measures are consistent with the measures included in the 2017 IS, as the proposed project would be required to comply with these measures.

#### Operational Emissions

Operational emissions include area source emissions, emissions from energy demand (electric and natural gas), and mobile source (vehicle) emissions, and they are considered ongoing emissions that will occur over the life of the project. Traffic generation trip rates were derived from the project specific Traffic Letter (Appendix B). The table below provides a summary of projected emissions at operation of the proposed project.

**Table 3**  
**Desert Rock II**  
**Operational Emissions**  
**(lbs./day)**

Maximum Emissions	CO	NOx	ROG	SOx	PM <sub>10</sub>	PM <sub>2.5</sub>
Operational Emissions	41.545	70.70	16.47	0.15	8.35	2.52
<b>SCAQMD Threshold</b>	<b>550.0</b>	<b>100.0</b>	<b>75.0</b>	<b>150.0</b>	<b>150.0</b>	<b>55.0</b>
<b>Significant</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.06.18. Average winter and summer emissions, unmitigated conditions.

As shown in the Table, operational air emissions will be below thresholds. In addition, operational emissions will be lower than those anticipated for the approved project. As was the case with the approved project, applicable minimization measures and best management practices include, but are not limited to the implementation of dust control practices in conformance with the SCQAMD Rule 403, proper maintenance and limited idling of heavy equipment. Finally, the currently proposed project will be subject to the same minimization measures included in the original IS. Impacts associated with short and long term air emissions will be less than significant.

Localized Significance Threshold

The nearest sensitive receptor is a single-family residential development located approximately 0.26 miles (418 meters) southwest of the project site. Table 4 shows on-site emission concentrations for project construction and the associated LST. As shown in the table, LSTs will not be exceeded under unmitigated conditions for all criteria pollutants. Therefore, air quality impacts to nearby sensitive receptors during construction will be less than significant.

**Table 4**  
**Desert Rock II**  
**Localized Significance Threshold**  
**(lbs./day)**

	CO	NO <sub>x</sub>	PM <sub>10</sub>	PM <sub>2.5</sub>
Project Emissions	93.22	83.95	23.80	6.21
LST	10,178.0	547.0	112.0	37.0
<b>Exceed?</b>	<b>No</b>	<b>No</b>	<b>No</b>	<b>No</b>

Source: Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.2.18.  
Emissions shown are the maximum daily emission during all phases of construction.

## Odors

The proposed project will be required to comply with the City's ordinances, which require that cultivation facilities control odors with appropriate air filtration systems. Filtration and odor control systems will be integrated into project designs, as was the case with the approved project. Impacts associated with odor are expected to be less than significant.

## Summary of Impacts

The proposed project will contribute to an incremental increase in regional ozone and PM<sub>10</sub> emissions. Project construction and operation emissions will not exceed SCAQMD thresholds for ozone precursors (NO<sub>x</sub>) and PM<sub>10</sub>. Because the proposed project will not exceed SCAQMD thresholds, it is not expected that it will result in cumulative air quality impacts when considered with other projects in the area. It is expected that the cumulative impacts associated with air quality will remain less than significant.

The proposed project would not generate new significant impacts or a substantial increase in previously identified impacts associated with air quality. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with air quality will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to air quality than those disclosed in the 2017 IS/MND.

## **4. Biological Resources**

### Summary of Findings in Desert Rock II IS/MND

The subject site has been used as a wrecking yard since 1968. Scattered trees occur surrounding the residential structure in the west-central portion of the site, but otherwise the project area is bare packed dirt or structures. There was a slight potential for the occurrence of Burrowing owl, which is classified as a State species of special concern that reside in open dry grasslands and desert areas. Onsite buildings, auto bodies, and debris offer no nesting opportunities for birds covered under the Migratory Bird Treaty Act (MBTA).

The proposed development would have had no impact on species listed in local or regional plans, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. No impact to sensitive or candidate species was expected to occur.

The project site does not contain any streams, riparian habitat, marshes, protected wetlands, vernal pools or sensitive natural communities protected by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. No project-related impacts will occur.

The subject site is located in an urban area and surrounded by roadways and industrial development. The entire site has been used for many years as an auto salvage yard. It does not serve as a migratory wildlife corridor or nursery site. No project-related impacts will occur.

The subject property is located within the boundaries of the Coachella Multiple Species Habitat Conservation Plan (MSHCP). However, based on Section 4.48.110 (B and D) of the MSHCP, the site is not required to pay the Development Mitigation Fee because the site has previously been developed and will result in the conversion of an existing permitted use (wrecking yard) to a new permitted use (cultivation center). No project-related impacts will occur.

The 2017 IS/MND found that there would be no impacts associated with biological resources as a result of implementation of the approved project.

### Analysis of the Proposed Project Modifications

The proposed new amendments will result in equivalent impacts to biological resources, when compared to those considered in the IS. The subject site is in the same developed condition as a wrecking yard, and is not a wildlife corridor or federally protected wetland.

Implementation of the proposed project would not result in new or substantially more adverse significant impacts than those described in the IS related to special-status plants and wildlife and sensitive natural communities. No impacts to biological resources would occur as a result of the currently proposed project.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with biological resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to biological resources than those disclosed in the 2017 IS/MND

## **5. Cultural Resources**

### Summary of Findings in Desert Rock II Initial Study

The City of Coachella sits on the shoreline of ancient Lake Cahuilla, a large intermittent man-made freshwater lake created by flooding from the Colorado River. Its shorelines continually changed as the lake was filled and emptied. Human settlement along the lakeshore in the Coachella Valley was particularly intensive, with evidence of large-scale, multi-seasonal occupation.

CRM Tech conducted a cultural records search and surveyed the subject site in August 2017. The report stated that no archaeological features or artifacts deposits from the prehistoric or historical period were encountered at the site. While some of the automobile remains or parts appear to approach or exceed 50 years of age, their presence is the result of more recent salvage yard operations.

### Historic Resources

The project site has previously been developed and existing structures and miscellaneous debris do not qualify as historic structures. In addition, the project site is not located in an area identified as historically significant by the Riverside County Historical Commission, National Register of Historic Places, California Register of Historical Resources or the City. For this reason, no impacts were expected.



### Archaeological Resources

Although the site is fully disturbed and developed, a letter to the city by the Agua Caliente Band of Cahuilla Indians – Tribal Historic Preservation Office stated the project area is within the tribe's Traditional Use Area. The cultural resource survey found no resources on the project site. However, there is a low potential for resources to occur below the surface, and the IS provided mitigation measures CUL 1-5 in order to reduce any potential impacts to less than significant levels.

### Paleontological Resources

The project site is not known to contain unique paleontological or geologic features. The site has been developed for a number of years, and surfaces scraped or covered with autos, concrete, asphalt, or buildings. No adverse impacts resulting from the project were anticipated.

### Disturbance of Human Remains

No cemeteries or human remains are known to occur onsite. The site is currently developed and it is unlikely that human remains will be uncovered during project development. Should remains be uncovered during grading of the site, California law requires that all activity stop, the coroner be notified, and he or she determine the nature of the remains and whether Native American consultation will be required. This requirement of law assured that there would be no impact to cemeteries or human remains.

### Analysis of the Proposed Project Modifications

The proposed project amendments will not impact any cultural resources. However, as was the case with the approved project, implementation of the project will result in the disturbance of soil on the site, and the currently proposed project will be subject to the mitigation measures included in the IS, including monitoring of ground disturbing activities in order to for impacts to remain at less than significant levels.

### Summary of Impacts

Less than significant impacts are anticipated with mitigations provided in the 2017 IS. The proposed project would result in similar impacts to cultural resources as were previously disclosed.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with cultural resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to cultural resources than those disclosed in the 2017 IS/MND.

## 6. Geology and Soils

### Summary of Findings in Desert Rock II Initial Study

The geotechnical analysis included a number of recommendations for onsite construction to assure that soils are properly sited and compacted, and that structures withstand ground-shaking.

### Alquist-Priolo Fault Zone

Surface rupture occurs when the ground surface is broken due to fault movement during an earthquake. The location of surface rupture generally can be assumed to be along an active or potentially active fault. No active faults have been mapped at the project site; therefore, the potential for fault rupture at the site is low.

The project site is located in the Coachella Valley, a seismically active region in which earthquakes originating on local and regional seismic events. The geotechnical analysis included a number of recommendations for onsite construction to assure that soils are properly sited and compacted, and that structures withstand groundshaking. These recommendations will be incorporated into the site-specific grading plans, and will be reflected in the City's review of grading and building plans. Impacts associated with groundshaking were found to be less than significant.

### Liquefaction

There is high liquefaction susceptibility on-site. Liquefaction analysis shows that depth to groundwater was less than 30 feet. The site is also susceptible to lateral spreading, which requires a shallow water table or proximity to a water source that could cause inundation of onsite soils. The IS contained mitigation measures, GEO-1 through GEO-5, to reduce impacts associated with these conditions to less than significant levels. The site is not susceptible to landslides due to its relatively flat terrain and distance from mountainous slopes.

### Soil Erosion

The project site is located in an area which is susceptible to high wind erosion (Riverside County General Plan; Figure S-8). The approved project would require demolition of the existing buildings and structures, construction of new buildings, and other ground disturbances by heavy machinery that could result in the loss of some topsoil and generate particulate matter. The project would be required to implement measures to control fugitive dust which would minimize potential adverse impacts associated with soil erosion. In addition, the City would require the implementation of best management practices associated with storm water flows on the project site. These standard requirements, in the form of a Water Quality Management Plan, would assure that erosion resulting from storm flows were controlled on and off site. Overall impacts associated with soil erosion were determined to be less than significant.

## Expansive Soils

Expansive soils typically contain large amounts of clay that expand when water is absorbed and shrink when they dry. The site's underlying soils consist of clay, silt, and fine-grained sand (Ql/Qa; Quaternary alluvium), which have a moderate-high shrink-swell potential. Moderate-high shrink-swell potential would expose people and property to hazards such as liquefaction and ground failure. Therefore, less than significant impacts associated with unstable and expansive soils will occur with the implementation of mitigation measures MM GEO 1-7 as set forth in the 2017 IS.

## Analysis of the Proposed Project Modifications

The project site is currently vacant and undeveloped, and is in a region that is seismically active. Therefore, all structures are required to meet seismic safety requirements of the Uniform Building Code (UBC) and California Building Code (CBC) for structures in a seismically active region. The project's proposed amendments will not change any of the impacts identified in the IS. Implementation of the proposed project amendments would result in the construction of structures that would be subject to the same hazards as those identified in the IS. The currently proposed project would be required to implement the same mitigation measures as those imposed on the approved project. Overall impacts associated with soils may be marginally decreased because most of the buildings on the site will be one-story, rather than the previously proposed three-story structures. As a result, loads on the soils will be reduced. However, since the liquefaction and expansive soils conditions occur regardless of construction type, the mitigation measures included in the IS would be required to reduce impacts to less than significant levels.

## Summary of Impacts

Less than significant impacts will be anticipated with mitigation, as was the case with the 2017 IS/MND. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with geology and soils. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with geology and soils will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to geology and soils than those disclosed in the 2017 IS/MND.

## **7. Greenhouse Gas Emissions Resources**

### Summary of Findings in Desert Rock II Initial Study

As described in the IS, greenhouse gas emissions during construction will be temporary and end once the project is completed and are not expected to interfere with meeting the objectives of AB 32. Whereas operation of the proposed project will create on-going greenhouse gases through the consumption of electricity and natural gas, moving sources, the transport and pumping of water for onsite use, and the disposal of solid waste.

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The SCAQMD has established a threshold of 10,000 metric tons of CO<sub>2</sub>e for industrial operations. This threshold was used in determining the potential significance of impacts associated with the approved project. The analysis found that the project would not exceed SCAQMD thresholds, either during construction or operations.

GHG impacts are cumulative in nature. As such, project construction and operation will be conducted in a manner that is consistent with applicable rules and regulations pertaining to the release and generation of GHG's. Statewide programs and standards will further reduce GHG emissions generated by the project, including new fuel-efficient standards for cars, and newly adopted Building Code Title 24 standards. As a result, impacts associated with greenhouse gases were expected to be less than significant.

### Analysis of the Proposed Project Modifications

As in the 2017 analysis, this Addendum evaluates the potential for the proposed project to result in new or substantially more adverse significant impacts to greenhouse gas emissions.

The proposed project will result increases to daily vehicle trips and associated greenhouse emissions. Results show that the proposed project will generate 861.57 metric tons of CO<sub>2</sub>e during construction of the project over 1.5 years. Furthermore, the operation of the project would result in metric tons of CO<sub>2</sub>e annually during operation of the subject site.

**Table 5**  
**GHG Emissions**  
**Desert Rock II**  
**(metric tons per year)**

	<b>CO<sub>2</sub></b>	<b>CH<sub>4</sub></b>	<b>N<sub>2</sub>O</b>	<b>CO<sub>2</sub>e</b>
Construction Activities	861.57	0.12	0.00	864.52
Operational Activities <sup>1</sup>	3,541.35	11.42	0.11	3,858.80

Source: CalEEMod Version 2016.3.1. CalEEMod output tables generated 8.2.18.

Values shown represent the total GHG emission projections.

1. Operation GHG emissions include area, energy, mobile, waste, and water source emissions.

The project will result in an overall decrease in project square footage and daily vehicle trips, which in turn resulted in a modified air quality report that generated similar greenhouse gas emissions for both construction and operation.

The City of Coachella adopted a Climate Action Plan (CAP) in conjunction with its General Plan in April, 2015. The goal of the CAP is to reduce GHG emissions within City operations and throughout the community, and the proposed project will be implemented within this context.

## Summary of Impacts

Less than significant impacts will occur as a result of the proposed project, as was the case with the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with greenhouse gases. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with greenhouse gases will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to greenhouse gases than those disclosed in the 2017 IS/MND.

## **8. Hazardous and Hazardous Materials**

### Summary of Findings in Desert Rock II Initial Study

The approved project would have resulted in an industrial development with a primary use as an indoor cultivation facility. Cleansers, solvents, fertilizers, and pesticides will be present and transported or stored within the project site. These will occur in limited quantities and were not expected to represent a potentially significant impact.

For the previous IS/MND, a Phase I Initial Site Assessment was conducted to identify any potentially hazardous substances onsite or in the project vicinity that could impact or be impacted by the proposed project. The Phase I report determined that structures, equipment, and stains located on the property had the potential to contain hazardous materials, including above ground tanks, one of which was believed to contain diesel fuel, and one of which contained undetermined liquids. Without proper handling and mitigation, the presence and ultimate removal of these materials had the potential to significantly impact the environment. A Phase II Environmental Site Assessment (ESA) was required prior to the start of construction to ensure hazardous materials related impacts would be reduced to less than significant levels.

During the construction and demolition phases, heavy equipment would require minor maintenance on location, which utilize small amounts of oil and fuels and other potentially flammable substances. All construction activities would occur in accordance with all applicable federal, state, and local laws, including California's Occupational Health and Safety Administration (CalOSHA) requirements. Therefore, less than significant impacts were anticipated.

The project site is not located within one-quarter mile of any schools. Martin Van Buren Elementary School is located approximately 0.8 miles northwest of the site. For this reason, there would be no impacts related to schools.

Although the site had been occupied by Desert Truck & Auto Parts Wrecking, the 20-acre area is not listed on in any Environmental Data Resources databases or GeoTracker.

The Jacqueline Cochran Regional Airport is located approximately 3.84 miles south of the subject property. The subject site is not located within the boundaries of the airport's land use compatibility plan. The site is not located in the vicinity of a private airstrip. The project would not result in safety hazards for people living or working in the area.

### Analysis of the Proposed Project Modifications

The currently proposed project will be subject to the same conditions and hazards as those identified in the 2017 IS. The condition of the site has not changed, and the same Phase II ESA that was required for the approved project will be required for the proposed project, consistent with the mitigation measures in the 2017 IS.

During grading, excavation, and construction of the project site, there is the potential that soils would be exposed and disturbed, and surface water runoff could be degraded onsite. In addition, the storage and use of hazardous materials onsite such as paints, solvents, fuels, etc., could be potential sources of pollutants during construction. However, there are numerous laws and regulations in place to ensure that hazardous materials and wastes are used, stored, transported, and disposed of appropriately, as was the case of the approved project.

Regulations enforced by the City of Coachella, Riverside County, state and federal agencies apply to the activities relating to hazardous materials at the subject site, and will be applied to the proposed project. The proposed project will not impact schools or airport operations, as was the case with the approved project.

### Summary of Impacts

Less than significant impacts are anticipated, with the implementation of the same mitigation measures included in the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with greenhouse gas emissions. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with greenhouse gas emissions will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to greenhouse gas emissions than those disclosed in the 2017 IS/MND.

## **9. Hydrology and Water Quality**

### Summary of Findings in Desert Rock II Initial Study

The project site is located in the Whitewater River watershed. All water providers in the watershed are required to comply with Regional Water Quality Control Board (RWQCB) standards for the protection of water quality, including the preparation of site-specific Water Quality Management Plans for surface waters. The approved project would connect to an existing 8-inch water line located in Harrison Street. Wastewater would be discharged into the existing system. The IS found that the regulations imposed by the City and the RWQCB would assure that the approved project would not violate water quality standards or waste discharge requirements.

The approved project was subject to SB 610 under the Water Code Section 10910(a) and was required to prepare a water supply assessment (WSA). The purpose of the water supply assessment was to document the sufficiency of the CWA water supply to meet the demand associated with the land use. The WSA estimated total industrial water demand for the project's indoor cultivation and outdoor landscaping use and compared these with the CWA's future available underground water resources. The WSA utilized the water demand factor of 4.12 acre-feet/year/acre. Based on this factor, the 2017 project would generate a water demand of approximately 72.33 acre-feet/year. The water supply and demand analyses conducted in the WSA determined that there are sufficient water supplies available to meet the demands of the proposed project, in addition to current and planned future water users for the 20-year period between 2020 and 2040. The approved WSA for the project and the 2017 IS analysis found that the approved project would not substantially deplete water resources and associated impacts would be less than significant.

### Drainage System for The Project Site

The subject site is generally flat and developed and contains no rivers or streams. Development of the approved project would increase impermeable surfaces on site, and therefore increase on-site storm flows. A retention basin was designed on the eastern portion of the subject site to capture the on-site runoff.

Egan and Egan, Inc. prepared the "Preliminary Hydrology Study" for the project site in March 2017. To capture the west to east run-off during flood or storm events, a retention basin of approximately 0.95 acres was designed on the eastern portion of the site.

The approved project would have been subject to the City's standard requirements for the control of storm water, and for its protection from pollution. These standard requirements included approval of WQMP and SWPPP documents by the City Engineer, and implementation of best management practices during construction and operation of the project. As a result, the 2017 IS concluded that impacts associated with hydrology and water resources would be less than significant.

### Analysis of the Proposed Project Modifications

The site is within CVWD's service area, and domestic water will be supplied from groundwater. Currently, the site is a wrecking and vehicle recycling facility; therefore, there is a limited need for water onsite. Development of the site will increase the need for water use that will ultimately affect the ground water reservoir. A project-specific WSA was prepared for the subject site and use. The currently proposed project proposes minor modifications in the site plan which includes an overall reduction in the intensity of the project, which will have 238,052 fewer square feet of building area. This represents a 32% decrease from the entitled project. The anticipated modifications in square footage would represent a decrease in water use.

The two indoor grow buildings, which occur on the eastern end of the site, will be three stories in height, while the four greenhouse buildings will be one story. The indoor grow buildings will be of standard construction, with windows on all sides, and metal roll-up doors. Parking spaces are distributed throughout the site. The proposed retention basin will occur, as it did in the original project, on the eastern border of the site.

# ITEM 14.b.

This Addendum evaluates the potential for the proposed Project's modifications to result in new or substantially more adverse significant impacts to hydrology and water quality. As disclosed in the 2017 IS, the project site is located in the Whitewater River watershed. As such, all water providers in the watershed are required to comply with Regional Water Quality Control Board (RWQCB) standards for the protection of water quality, including the preparation of site-specific Water Quality Management Plans for surface waters. Similar to the approved project, the proposed project would connect to an existing 8-inch water line located in Harrison Street. Wastewater would be discharged into the existing system.

The proposed project site has the same setting related to hydrology and water quality as was disclosed in the 2017 IS, including the same hydrologic and flooding history, climate, surface and groundwater background, and soils. Therefore, construction and operation phases on the site could have the potential to impact groundwater and surface water quality. At buildout, the urban runoff resulting from storm flows from the project site could carry pollutants into the local drainages. To minimize the discharge and transport of pollutants, the city will require the proposed project to control the volume and rate of storm water runoff from the project site so as to prevent any deterioration of water quality.

Egan Civil, Inc. prepared an "Updated Preliminary Hydrology Report" for the proposed project in June 2018. Based on the analysis, the site has a west to east slope.

The site is located within FEMA Flood Zone X, areas determined to be outside 0.2% annual chance as indicated on the FEMA Flood Insurance Rate Map No. 06065C2260G.

The updated hydrology report analyzed the potential for the proposed Project to provide sufficient space for the retention of 100% of the subject site's runoff as required by the City's ordinances and policies.

The total peak runoff generated from the site is 0 cfs for the 100-year 24-hour storm event. The site will retain and infiltrate all runoff for the 100-year, 24-hour storm with an underground system located along Harrison Street. The proposed retention basin will be 0.95 acres, which will hold approximately 3.38 acre-feet for the 100-year storm event allowing 1 foot of freeboard. This water will be stored during flood events and infiltrate through a series of dry wells.

The proposed project has demonstrated that it can be designed to meet or exceed the City's requirements for storm water retention, consistent with the analysis provided in the IS. The proposed project will not result in new or significantly greater impacts than those analyzed in the IS. Impacts associated with hydrology and water resources are expected to be less than significant with the implementation of the updated hydrological design.

## Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with hydrology or water resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in



the proposed Project's density, the cumulative impacts associated with hydrology and water resources will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to hydrology and water resources than those disclosed in the 2017 IS/MND.

## **10. Land Use and Planning**

### Summary of Findings in Desert Rock II Initial Study

The IS considered both General Plan policies and Zoning Ordinance requirements and determined that implementation of the project would result in less than significant impacts to land use and planning.

The project site is designated as an Industrial District on City's land use map. The project proposed concrete buildings with a primary use of cannabis cultivation. The city allows the cultivation of cannabis within the Industrial District, with the approval of a conditional use permit. The City's requirements include prohibitions against outdoor cultivation, the elimination of odors through air filtration systems, and the payment of fees based on production at the facility. All activities were to be conducted pursuant to the City's Municipal Code requirements and standards to avoid any conflict with any land use plan, policy, or regulation. No project-related impacts were expected.

As stated above in the Biological Resources section, the project site is located in the Coachella Valley Multiple Species Habitat Conservation Plan (MSHCP) boundaries. However, the project site is currently occupied by existing development. Therefore, the proposed new development on the subject site is not required to pay the MSHCP Local Development Mitigation Fee. No conservation plan-related impact was expected.

### Analysis of the Proposed Project Modifications

The project amendments will make only minor modifications to the previously proposed project, limited to the building distribution and reductions in heights.

It is anticipated that the proposed project will not conflict with any plan or significantly alter the approved land use type or intensity. Therefore, the proposed project modifications would have no impact on land use or planning, as was the case in the 2017 IS.

### Summary of Impacts

No project related impact is anticipated. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with land use or planning. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to land use and planning than those disclosed in the 2017 IS/MND.

## 11. Mineral Resources

### Summary of Findings in Desert Rock II Initial Study

In the General Plan, the project site is designated as Mineral Zone MRZ-1, which indicates an area where available geological information indicates that little likelihood exists for presence of significant mineral resources; however the significance of these deposits cannot be evaluated from available data (Riverside County 2003).

The project site occurs in an industrial setting and is not designated for mineral resource land uses. It has been previously developed and the proposed project would not result in the loss of available known mineral resources. No project-related impacts to mineral resources were anticipated.

### Analysis of the Proposed Project Modifications

The project amendments will not affect any mineral resources at the site, as the proposed project will only result in changes in building intensity and heights.

### Summary of Impacts

As was the case with the 2017 IS/MND, no impacts to mineral resources are anticipated.

## 12. Noise

### Summary of Findings in Desert Rock II Initial Study

The subject property is developed and occupied by Desert Truck & Auto Parts Wrecking. The main noise sources in the project vicinity were vehicular traffic on adjacent and nearby roadways (Harrison Street, Avenue 48, and Dillon Road) and surrounding auto wrecking facilities (All Kars Auto Wrecking, Ajax Auto Wrecking, Inc., Ronaldo Junk Yard, Marcelo's Auto Repair, and 48 Auto Wrecking, Inc.) The nearest sensitive receptors were single-family residences located approximately 0.26 miles (418 meters) southwest of the project site.

### Temporary Noise Increases

During the construction phase, site grading and preparation would generate the loudest noise levels (ranging from 70 to 94 dBA Leq at a distance of 50 feet) in the vicinity. Demolition and construction activity could occur as close as 200 feet from commercial/industrial uses in all directions. No sensitive receptors occurred in the vicinity of the project. The City would require that construction activity comply with Section 7.04.070 of the Municipal Code, which limits construction activity to between 6 a.m. to 5:30 p.m. on weekdays between October 1<sup>st</sup> and April 30<sup>th</sup> and 5 a.m. to 7 p.m. on weekdays between May 1<sup>st</sup> and September 30<sup>th</sup>, and 8 a.m. to 5 p.m. on Saturdays, Sundays, and holidays year-round. These requirements would have reduced noise impacts to less sensitive daytime hours and assure that short-term construction noise impacts would be less than significant.

## Permanent Noise Sources

During the operational phase, the most significant source of noise in the project area would be vehicle traffic noise, primarily from Harrison Street, Avenue 48, and Dillon Road. However, operation of the proposed project was expected to generate noise levels similar to surrounding land uses in the project vicinity, including noise levels anticipated for the land use of the proposed site. Therefore, impacts were determined to be less than significant, and no mitigation was included in the IS.

The project related noise impacts would be less than significant without mitigation measures.

## Analysis of the Proposed Project Modifications

The project amendments will not result in any significant changes to the noise environment. As described in the IS, the nearest sensitive receptors (single-family residences located approximately 0.26 miles southwest of the project site) will be subject to the same level of noise during construction as was analyzed under the IS. The proposed development will result in the introduction of land uses on lands that are currently allowed in the Industrial District, and will therefore increase noise levels on and around the property at similar levels to those of surrounding properties, consistent with that considered in the 2017 IS.

Structures will be required to meet the most recent version of the California Building Code noise insulation standards. Noise from the proposed project will result from increased activity and traffic generated by the workers and customers of the site. However, consistent with the findings of the IS, the proposed project is not expected to experience high noise levels. Furthermore, the reduced intensity of the proposed project will reduce noise levels emanating from the site because vehicle activity will be reduced. It is expected that the impacts associated with noise will remain less significant.

## Summary of Impacts

Less than significant impacts are anticipated, consistent with that identified in the 2017 IS. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with noise. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with noise will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts from noise than those disclosed in the 2017 IS/MN

## **13. Population and Housing**

### Summary of Findings in Desert Rock II Initial Study

The proposed project will not generate population growth in the area. The proposed cultivation facility will result in a need for employees for each phase of development. The facility will generate a need for approximately ±250 employees. New jobs are likely to be filled by existing residents, or new residents to the area who will move based on employment and housing opportunities. The Southern California Association of

Governments (SCAG) estimates that the City will have a total population of 70,200 in 2020 and 128,700 in 2035. The anticipated population growth will be considerably greater than that needed to supply employees to the facility. The project will benefit from anticipated population growth, and is not expected to induce it.

The proposed project will be required to improve Harrison Street to its ultimate half-width; however, it will not result in the extension of infrastructure that will generate new development, particularly since Harrison Street is currently sub-standard. The project will connect to existing utility infrastructure and will not require utility extensions that will induce additional growth. The area surrounding the proposed project is generally developed, with limited opportunities for growth. Impacts are expected to be less than significant.

### Analysis of the Proposed Project Modifications

Impacts to population growth are expected to be less than significant and will be absorbed by the natural growth of the City over time. No residents will be displaced, and no replacement housing will be required for the project modifications, consistent with the findings in the 2017 IS. The project modifications will not affect population and housing. No new impact are expected.

### Summary of Impacts

Project related impact will be less than what was estimated in the previous IS and will be less than significant. The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with population and housing. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with population and housing will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts on population and housing than those disclosed in the 2017 IS/MND.

## **14. Public Services**

### Summary of Findings in Desert Rock II Initial Study

#### Fire Protection

The approved project was expected to require fire protection services that were largely comparable to those required by surrounding land uses and current on-site development. Given the site's proximity to a local fire station, fire personnel were expected to be able to reach the site within the target five minute response time. Emergency access was to be provided to the property via the existing public roadway network.

#### Police

The approved project would result in a marginal increase in demand for police services. Facility operations would require police services comparable to surrounding industrial land uses. Police personnel would be able to access the site using Avenue 48, Harrison

Street, Dillion Road, and Highway 111. The project would be required to comply with all police department regulations and procedures. Perimeter fencing, gates, and security cameras would be installed onsite to provide additional protection. Project-related impacts were determined to be less than significant.

### Schools

The proposed project will result in a cannabis cultivation development that will not increase the City's student population. The proposed project would not require the construction of additional school facilities. To offset increases in student population associated with the employees at the facility, the proposed project would be required to pay the mandated school development impact fees. These fees are designed to mitigate impacts to schools.

### Parks and Other Public Facilities

The proposed project would not result in an increase in population that would require the provision of additional public services or facilities in the City of Coachella. The demand for public services would not increase as a result of the approved project.

The IS found that the development of the project site would result in increased demands on public services. However, the IS found that the increased demand would be offset by the payment of fees and increases in revenues expected as a result of project development. The IS concluded that impacts associated with public services would be less than significant.

### Analysis of the Proposed Project Modifications

The proposed project will result in similar impacts to fire and police services, although the overall impacts could be marginally reduced because of the reduction in total square footage. Similarly, indirect impacts associated with the need for schools and parks from employees within the project area will also be reduced, since fewer employees will be required for this project. Overall, the proposed project will generate a somewhat lower demand for public services, thus resulting in less than significant impacts.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with public services. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with public services will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to public services than those disclosed in the 2017 IS/MND.

## **15. Recreation**

### Summary of Findings in Desert Rock Initial Study

The approved project would result in the development of an indoor horticulture campus. The project was not expected to generate population growth in the area and, therefore,

would not increase the use of existing neighborhood or regional parks or other recreational facilities, nor would it require the construction or expansion of recreational facilities. No impact was anticipated.

### Analysis of the Proposed Project Modifications

The project's proposed amendments will make no significant change in recreational facilities in the City. Development of the proposed project would not require the construction or expansion of recreational facilities within the project vicinity or the City; therefore, no project-related impacts would result, consistent with that analyzed in the 2017 IS.

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with recreation. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's density, the cumulative impacts associated with recreation will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to recreational facilities than those disclosed in the 2017 IS/MND.

## **16. Transportation/Traffic**

### Summary of Findings in Desert Rock II Initial Study

The project site is located east of Grapefruit Boulevard, approximately 0.15 miles south of Avenue 48 and on the west side of Harrison Street in an industrial area of the City of Coachella. Primary access for the approved project would be provided at a gated entrance at the southeast corner of the site on Harrison Street. Emergency vehicle access would be provided via a driveway located in the northeast corner of the site on Harrison Street.

In order to evaluate the traffic generation as a result of the project, Urban Crossroads prepared a "Traffic Impact Analysis Report" for the proposed project in January 2017. The traffic analysis was based upon a variety of sources, including the General Plan Mobility Element and the Institute of Transportation Engineers' 9th Edition Trip Generation Manual (2012). The land use category used for the analysis is No. 818 Nursery (wholesale), which best describes the proposed development. However, the Business Park category was also used for comparison purposes.

### Project Trip Generation

Projected vehicle trip rates for the proposed project were derived from the Institution of Transportation Engineers (ITE) 9th Edition Trip Generation Report. For analysis purposes, the ITE land use category No. 818, Nursery (Wholesale) was used to define the approved project. Potential project-related trip generation was also calculated based on the Business Park land use category.

**Table 6**  
**Project Trip Generation Summary: Cultivation Center**

Land Use	ITE	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates									
Nursery (Wholesale)	818	AC	0.13	0.13	0.26	0.23	0.22	0.45	19.50

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates									
Cultivation Center	20	AC	3	3	6	5	4	9	390

**Table 7**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.028	0.007	0.035	0.007	0.025	0.032	0.354
3-Axle Trucks			0.003	0.001	0.004	0.001	0.003	0.004	0.042
4-Axle+ Trucks			0.045	0.011	0.056	0.011	0.040	0.050	0.561

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			112	27	139	27	99	126	1,402
Truck Trips:									
2-Axle Trucks			21	5	26	5	19	24	262
3-Axle Trucks			2	1	3	1	2	3	31
4-Axle+ Trucks			33	8	41	8	29	37	415
Net Truck Trips (PCE)			56	14	70	14	50	64	708
<b>Total Net Trips (PCE)</b>			<b>168</b>	<b>41</b>	<b>209</b>	<b>41</b>	<b>149</b>	<b>190</b>	<b>2,110</b>

For comparison purposes, trip generation rates and a trip generation summary of the project (Business Park) traffic (in Actual Vehicles) are shown on Table 8. Based on this analysis, the approved project would generate an estimated total of 1,731 vehicle trip-ends per day, including 172 AM peak hour trips, and 156 PM peak hour trips. This represents 379 fewer trips than estimated using the PCE method described above.

# ITEM 14.b.

**Table 8**  
**Project Trip Generation Summary: Business Park (in Actual Vehicles)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.019	0.005	0.023	0.005	0.017	0.021	0.236
3-Axle Trucks			0.002	0.000	0.002	0.000	0.001	0.002	0.021
4-Axle+ Trucks			0.015	0.004	0.019	0.004	0.013	0.017	0.187

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			112	27	139	27	99	126	1,402
Truck Trips:									
2-Axle Trucks			14	3	17	3	12	16	175
3-Axle Trucks			1	0	2	0	1	1	16
4-Axle+ Trucks			11	3	14	3	10	12	138
Net Truck Trips (PCE)			26	6	33	6	23	30	329
<b>Total Net Trips (PCE)</b>			<b>139</b>	<b>33</b>	<b>172</b>	<b>33</b>	<b>122</b>	<b>156</b>	<b>1,731</b>

### Future Traffic Impacts

The approved project would generate 390 trips per day, which was consistent with surrounding industrial land uses. In comparison, the project (Business Park) was estimated to generate a net total of 2,110 passenger car equivalent (PCE) trip-ends per day on a typical weekday with approximately 209 PCE AM peak hour trips and 190 PCE PM peak hour trips.

### Fair Share Cost of Improvement for the Approved Project

According to the traffic analysis report, the intersection of SR-86S SB Ramps at Dillon Road would be the only overlapping intersection that could be impacted under long-range conditions. It was also determined that improvements along the intersection of SR-86S SB Ramps at Dillon Road would not be covered by Transportation Uniform Mitigation Fee (TUMF) or City of Coachella Development Impact fee (DIF). As such, fair share cost of improvement was determined for this project.

Table 9 shows the project's fair share calculations for the intersection of SR-86S SB Ramps at Dillon for both Cultivation Center and Business Park alternatives under the approved project. It indicates that the project would contribute between 0.06% (Cultivation Center) to 1.54% (Business Park alternative) of new vehicle trips to the intersection of SR-86S SB Ramps at Dillon Road.



**Table 9  
Project Fair Share Calculations  
for the intersection of SR-86S SB Ramps at Dillon**

Intersection	Existing	Project	Year 2035 With Project Volume**	Total New Traffic	Project % of New Traffic
SR- 86S SB Ramps / Dillon Rd.					
	Cultivation Center				
AM:	865	4	7,472	6,607	0.05%
PM:	902	6	9,434	8,532	0.06%*
	Business Park				
AM:	865	117	7,585	6,720	1.54%*
PM:	902	106	9,534	8,632	1.11%

\* Highest peak hour

\*\* Year 2035 traffic volumes obtained from La Entrada Specific Plan Traffic Impact Analysis (June 30, 2013) prepared by LSA Associates, Inc.

The approved project was conditioned to be responsible for roughly 0.05% (cultivation center) and 1% (business park) of the cost of improvements along the intersection of SR-86S SB Ramps at Dillon.

The General Plan EIR projects that Avenue 48 (main road close to project site) is anticipated to operate at LOS C or better at General Plan build out (2035). As a result, the approved project would not have resulted in a degradation of short or long term conditions, and was likely to result in comparable traffic levels on surrounding streets. The IS found that traffic and circulation impacts during construction and operation of the project could be less than significant with the implementation of mitigation measure TRA-1 and recommendations provided in the traffic analysis impact study.

### Air Traffic

The Jacqueline Cochran Regional Airport is located approximately 3.84 miles south of the subject property. The approved project would have had no impact on the facilities or operations of regional airports, and would not result in a change in air traffic patterns.

### Design Feature Related Hazards

The approved project would have been developed in accordance with City design standards and would not have created a substantial increase in hazards due to a design feature. The project's access points would be located with adequate sight distances, and project-generated traffic will be consistent with existing traffic in the area. No project-related impact was anticipated.

### Emergency Access

Emergency access was to be provided at the northeast corner of the site on Harrison Street. Regional access to the project site was to be provided via major arterials, secondary arterials, and a variety of local roads. Prior to construction, both the Fire Department and Police Department would review the project site plan to ensure safety measures are addressed, including emergency access. The approved project would not result in inadequate emergency access.

# ITEM 14.b.

### Public Transit, Bicycle or Pedestrian Facilities

There were no bicycle facilities adjacent to the project site, nor did the General Plan propose bicycle facilities on either Harrison Street or Avenue 48 in the vicinity of the proposed project. SunLine Transit Agency provides bus transit services to the Coachella Valley, including the City of Coachella. SunLine operates an existing bus route on Grapefruit Boulevard, with a bus stop located approximately 0.31 miles west of project site. Future employees will have access to existing bus service.

The approved project did not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. No project-related impact is anticipated

### Analysis of the Proposed Project Modifications

The project evaluated in the Coachella Research and Development Park Traffic Impact Analysis was proposed to include the development of 740,880 square feet (sf) of building space on 20.00 acres for a Cultivation Center, or alternatively with 740,880 sf of Business Park use. However, the revised plan currently shows the building area has been reduced to include 503,970 sf of building space on 20.0 acres.

The projected trip generation for the Cultivation Center use remains unchanged from the 2017 Traffic Study as the site given that the acreage remains at 20.0 acres.

Trip generation rates used to estimate proposed Project (Business Park use) traffic (in passenger car equivalent or PCE) are shown in Table 10, and a summary of the Project's trip generation is also shown in Table 10.

**Table 10**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.21	2.336
	Passenger Cars		0.151	0.036	0.151	0.036	0.188	0.036	0.134
	2-Axle Trucks		0.028	0.007	0.028	0.007	0.035	0.007	0.025
	3-Axle Trucks		0.003	0.001	0.003	0.001	0.004	0.001	0.003
	4-Axle+ Trucks		0.045	0.011	0.045	0.011	0.056	0.011	0.04

**Table 10 (Continued)**  
**Project Trip Generation Summary: Business Park (in PCE)**

Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	503.970	TSF							
Passenger Cars:			76	18	94	18	76	18	94
Truck Trips:									
2-Axle Trucks			14	3	17	3	14	3	17
3-Axle Trucks			2	0	2	0	2	0	2
4-Axle+ Trucks			23	5	28	5	23	5	28
Net Truck Trips (PCE)			39	8	47	8	34	42	39
<b>Total Net Trips (PCE)</b>			<b>115</b>	<b>26</b>	<b>141</b>	<b>26</b>	<b>101</b>	<b>127</b>	<b>115</b>

As with the 2017 IS, for comparison purposes, trip generation rates and a trip generation summary of the Project (Business Park) traffic (in Actual Vehicles) are shown on Table 2. The trip generation rates are based upon data collected by the ITE in their published Trip Generation Manual, 10th Edition, 2017. The Project (Business Park) is estimated to generate a net total of 1,436 PCE trip-ends per day on a typical weekday with approximately 141 PCE AM peak hour trips, and 127 PCE PM peak hour trips.

**Table 11**  
**Project Trip Generation Summary: Business Park (in Actual Vehicles)**

Land Use	Units	ITE LU Code	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Project Trip Generation Rates (PCE)									
Business Park	TSF	--	0.187	0.045	0.232	0.045	0.165	0.210	2.336
Passenger Cars			0.151	0.036	0.188	0.036	0.134	0.170	1.892
2-Axle Trucks			0.019	0.005	0.023	0.005	0.017	0.021	0.236
3-Axle Trucks			0.002	0.000	0.002	0.000	0.001	0.002	0.021
4-Axle+ Trucks			0.015	0.004	0.019	0.004	0.013	0.017	0.187
Land Use	Quantity	Units	AM Peak Hour			PM Peak Hour			Daily
			In	Out	Total	In	Out	Total	
Passenger Car Equivalent (PCE) Trip Generation Summary									
Coachella Research & Development	740.880	TSF							
Passenger Cars:			76	18	95	18	67	86	954
Truck Trips:									
2-Axle Trucks			10	2	12	2	8	11	119
3-Axle Trucks			1	0	1	0	1	1	11
4-Axle+ Trucks			8	2	9	2	7	8	94
Net Truck Trips (PCE)			18	4	22	4	16	20	224
<b>Total Net Trips (PCE)</b>			<b>94</b>	<b>23</b>	<b>117</b>	<b>23</b>	<b>83</b>	<b>106</b>	<b>1,177</b>

# ITEM 14.b.

Although the proposed Project will generate higher traffic counts than the existing wrecking yard, the project will generate approximately 933 fewer trips than projected in the 2017 IS because it proposes 32% less square footage than currently permitted by the approved project. Overall the project area would result in traffic impacts that are less than those considered in the 2017 IS.

### Fair Share Cost of Improvement for the Proposed Project

According to the traffic analysis report, the intersection of SR-86S SB Ramps at Dillon Road will be the only overlapping intersection that could be impacted under long-range conditions. It was also determined that improvements along intersection of SR-86S SB Ramps at Dillon Road will not be covered by Transportation Uniform Mitigation Fee (TUMF) or City of Coachella Development Impact fee (DIF).

Table 12 shows the proposed project's fair-share calculations and indicates that the Project contributes between 0.06% (Cultivation Center) to 1.30% (Business Park alternative) of new vehicle trips to the intersection of SR-86S Southbound Ramps at Dillon Road. The maximum fair share contribution (observed between the AM and PM peak hours) for each of the Project land use alternatives are summarized on Table 12. This is consistent with the analysis performed for the approved project.

**Table 12**  
**Project Fair Share Calculations for the intersection of SR-86S SB Ramps at Dillon**

Intersection	Existing	Project	Year 2035 With Project Volume**	Total New Traffic	Project % of New Traffic
SR- 86S SB Ramps / Dillon Rd.					
	Cultivation Center				
AM:	865	4	7,472	6,607	0.05%
PM:	902	6	9,434	8,532	0.06%*
	Business Park				
AM:	865	117	7,585	6,720	1.54%*
PM:	902	106	9,534	8,632	1.11%

\* Highest peak hour

\*\* Year 2035 traffic volumes obtained from La Entrada Specific Plan Traffic Impact Analysis (June 30, 2013) prepared by LSA Associates, Inc.

With the implementation of mitigation measure TRA-I contained in the 2017 IS, the proposed Project will have less than significant impacts on level of service standards and will not lead to a substantial increase in traffic.

### Air Traffic

Similar to the conclusion made in the 2017 IS, the proposed Project is located approximately 3.84 miles south of the subject property. The proposed project would have had no impact on the facilities or operations of regional airports, and would not result in a change in air traffic patterns, as was the case with the approved project.

### Design Feature Related Hazards

The proposed project will be developed in accordance with City design standards and will not create a substantial increase in hazards due to a design feature. The design of the Project area is substantially consistent with that previously analyzed, and will not substantially change with implementation of the proposed project.

### Emergency Access

Access to the subject site is provided via major arterials, secondary arterials, and a variety of local roads. Emergency access will be provided and preserved onsite. Both the Fire Department and Police Department will review project plans to ensure safety measures are addressed, including emergency access, as was the case under the approved project. The proposed project will not result in inadequate emergency access. No new impacts to emergency access of parking is expected.

### Public Transit, Bicycle or Pedestrian Facilities

The closest public transportation facility is the Sunline Transit Agency Line 11, which provides service along on Grapefruit Boulevard, with a bus stop located approximately 0.31 miles west of project site. Development of the proposed Project will have no impact on this or any other transit service.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with transportation and traffic. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. In addition, with the reduction in the proposed Project's overall square footage and parking spaces, the cumulative impacts associated with transportation and traffic will be less than those disclosed in the 2017 IS/MND. The proposed project will not create new or substantially more adverse cumulative impacts to transportation and traffic than those disclosed in the 2017 IS/MND.

## **17. Tribal Resources**

### Summary of Findings in Desert Rock Initial Study

As described in the Cultural Resources section, the ground surface on the subject property has been heavily disturbed for many years as an auto salvage yard. The record search at the Eastern Information Center (EIC), University of California, Riverside, revealed 46 historical/archaeological sites and 12 isolates near the project site. They consist of various materials and are potential for important historical/archaeological data for the study of regional prehistory and do not appear to be eligible for listing in the California Register of Historical Resources. However, none of these 46 sites or 12 isolates was found in the immediate vicinity of the project site, and thus none of them required further consideration. The City conducted tribal consultation for the project, and received comments from the Agua Caliente Band of Cahuilla Indians. The tribe identified the area as part of the traditional use area, and requested that monitoring be required during earth moving activities. This monitoring was included in the Cultural Resources section of the 2017 IS, and would mitigate the tribe's concerns about buried resources to less than significant levels.

## Analysis of the Proposed Project Modifications

The site is developed and has been disturbed by previous auto salvage activities. The proposed project will disturb the same area as the approved project, and therefore has the same potential to impact buried resources. The mitigation measures included in the 2017 IS would be applied to the proposed project, and would mitigate potential impacts to tribal resources to less than significant levels.

## Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with tribal resources. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to tribal resources than those disclosed in the 2017 IS/MND.

## **18. Utilities and Service Systems**

### Summary of Findings in Desert Rock II Initial Study

#### Wastewater Treatment

The approved project would result in increased wastewater flows, which would be transported to the Coachella Sanitary District Treatment Plant. All development would be required to connect to the existing sanitary sewer system. The Coachella Sanitary District (CSD), which operates wastewater treatment facilities in the City of Coachella, would serve the proposed project and is subject to wastewater treatment standards established by the Regional Water Quality Control Board. All components of the proposed project would be required to design facilities consistent with CSD and Regional Board standards. These requirements would assure that impacts associated with wastewater treatment would remain less than significant.

#### Domestic Water

The Coachella Water Authority (CWA) would provide domestic water services to the project site. The approved project would connect to existing domestic water lines in Harrison Street. No new wells or additional water infrastructure or entitlements would be required. The IS determined that the project would generate demand for 72.33 acre-feet of water per year.

Coachella's primary water source is local groundwater from the Lower Whitewater River Subbasin that is pumped by CWA's six operational wells. In 2017, the total pumping capacity of the wells was an estimated 11,400 gallons per minute (gpm) or 16.5 million gallons per day (MGD). The basin has a capacity of approximately 28.8 million ac-ft and contains 25 million ac-ft. The approved project's water demand would have a less than significant impact on groundwater resources. Sufficient water supplies were available to serve the area. No new or expanded entitlements or infrastructure was required. Impacts were determined to be less than significant.

## Storm Water Systems

The approved project would not impact existing stormwater management systems significantly. Due to the construction of impervious surfaces, including driveways and parking lots, the approved project would result in an incremental increase in the volume of stormwater. The City required that the incremental increase in volume be managed onsite. As explained in the Hydrology discussion, the approved project included a retention basin on its eastern boundary which would accommodate storm flows from throughout the project site. Impacts were determined to be less than significant.

## Solid Waste

Burrtec provides solid waste services to the City of Coachella. The Coachella Valley Transfer Station received an average of 328 tons of waste per day in 2017 and had a capacity of 1,100 tons of waste per day. The project would be required to provide onsite waste management facilities, which would be hauled by Burrtec to the Lamb Canyon landfill, which had capacity through 2021. Facility operators, including Burrtec, are required to meet all local, regional, state, and federal standards for solid waste disposal. Impacts associated with solid waste disposal were expected to be less than significant.

## Analysis of the Proposed Project Modifications

The subject site is currently developed and no new facilities would need to be constructed to serve the site. The project site will be connected to the existing utility systems in a manner consistent with that required of the approved project, as discussed below.

## Wastewater Treatment

Project Amendments will not affect the wastewater treatment plant and City's sewer plans and what was analyzed in the IS. The currently proposed project will result in approximately 32% fewer square feet than what was originally planned for the site, and would be expected to generate an equivalent reduction in wastewater. Therefore, the impact on wastewater treatment facilities would be less than that originally considered, and would remain less than significant.

## Domestic Water

The proposed project, with a reduced area for cultivation of 32%, would be expected to generate an equivalent reduction in domestic water use, resulting in an annual demand of 49.2 acre feet per year. The water supply and demand analyses conducted in the WSA determined that there are sufficient water supplies available to meet the demands of the proposed project, and as a result, the reduced project size, and associated reduced water demand would represent a lower impact than previously analyzed. Impacts associated with domestic water would be less than those analyzed in 2017, and would remain less than significant.

## Storm Water Management

The proposed development will result in impermeable hardscape onsite similar to those designed in the 2017 project, which will increase surface runoff and somewhat alter the local drainage pattern. As previously mentioned, the proposed project will be required to develop and implement a WQMP, which specifies Best Management Practices (BMPs)

that will prevent all construction pollutants from remaining in storm water and keep all erosion from moving off site into receiving waters. As mentioned above, one onsite retention basin will be constructed to accommodate the project's surface runoff. Impacts will be consistent with those analyzed in the 2017 IS, and will remain less than significant.

### Solid Waste

The proposed development will result in a reduction in solid waste generation, because of the reduced square footage of the overall project. As was the case with the 2017 project, the proposed project will be subject to State mandates for recycling and waste reduction. As a result, impacts associated with the proposed project can be expected to be less than those analyzed in the 2017 IS, and will remain less than significant.

### Summary of Impacts

The proposed Project would not generate new significant impacts or a substantial increase in previously identified impacts associated with utilities. There is no new information of substantial importance which was not known and could not have been known when the IS/MND was adopted. The proposed project will not create new or substantially more adverse cumulative impacts to utilities than those disclosed in the 2017 IS/MND.

## **19. Mandatory Findings of Significance**

Impacts associated with biological and cultural resources are analyzed in the IS with limited mitigations measures proposed to keep the impacts less than significant during the on-site construction and operational activities. The proposed project amendments will be comparable to the 2017 findings and the same mitigation measures shall be implemented during project activities.

The project amendments will be consistent with the General Plan and will not have any additional cumulatively considerable impacts beyond build out of the General Plan. The proposed project will result in lower air and greenhouse gas emissions, and marginally lower noise levels, which will reduce impacts to human beings.

Overall, the currently proposed project will result in equivalent or lower impacts on the environment, and will not require any additional or changed mitigation measures.



## Appendix A CalEEMOD Modeling Data

**Appendix B**  
**Traffic Impact Analysis Letter Update**

MITIGATION, MONITORING, AND REPORTING PROGRAM: DESERT ROCK DEVELOPMENT INDOOR HORTICULTURE CAMPUS SITE 2

Summary of Avoidance, Minimization or Mitigation Measures	Responsible Branch / Staff	Timing /Phase	Action/Criteria to Comply with Task	Compliance Checked By	Date
<b>Cultural Resources</b>					
CUL-1: An Approved Cultural Resources Monitor(s), as indicated by ACBCI, shall be present during any survey and/or ground disturbing activities. If buried cultural materials are discovered during earth-moving operations associated with the proposed project, all work in that area should be halted or diverted until a qualified archaeologist can evaluate the nature and significance of the find.	Project Manager; Approved Native American Cultural Monitors, Qualified Archeologist.	All phases of project construction	The presence of an approved Native American Cultural Monitor(s) during any ground disturbing activities (including archaeological testing and surveys). The monitor may request that destructive construction halt in the event that cultural deposits are encountered, and notify a Qualified Archaeologist (Secretary of the Interior's Standards and Guidelines) to investigate and, if necessary, prepare a mitigation plan for submission to the State Historic Preservation Officer and the ACBCI Tribal Historic Preservation Officer.		
CUL-2: A copy of the records search with associated survey reports and site records from the information center shall be sent to the ACBCI THPO. Upon receipt of requested materials the ACBCI THPO may have additional recommendations or require further mitigation measures.	Project Manager	All phases of project construction	All cultural resource documentation materials shall be provided to ACBCI THPO with ongoing consultation regarding further mitigation measures to ensure impacts are less than significant.		
CUL-3 <i>Copy of any Cultural Resource Document.</i> Copies of any cultural resource documentation (report and site records) generated in connection with this project shall also be submitted to the ACBCI.	Project Manager	All phases of project construction	All cultural resource documentation materials shall be provided to ACBCI THPO with ongoing consultation regarding further mitigation measures to ensure impacts are less than significant.		

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ITEM 14.b.

<b>Geological Resources</b>					
GEO-1-7: The Project shall adhere to the recommendations set forth in the project Geotechnical Report. (Also see MM GEO-1 thru MM GEO-7 in IS).	City Engineer	Prior to issuance of grading permits.	The project contractors shall comply with and thoughtfully apply the standard regulations and requirements set forth in the Geotechnical Report.		
<b>Hazardous Materials</b>					
HAZ-1-5 The Project shall require the preparation of a Phase II ESA. The project shall adhere to the recommendations set forth in the project Phase II ESA. (Also see MM HAZ-1 thru MM HAZ-5 in IS).	Construction Contractor	Prior to issuance of grading permits.	Implementation and adherence to the Phase II ESA should be monitored during all phases of construction.		
<b>Hydrology and Water Quality</b>					
HYD-1 City's ordinances shall be incorporated for onsite drainage and stormwater management.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
HYD-2 Design of on-site flood control facilities associated with development of the cultivation of medical marijuana facilities on the site shall be submitted to the City Engineer for review and approval prior to the issuance of grading permits.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
HYD-3 Design of on-site flood control facilities associated with development of the cultivation of medical marijuana facilities on the site shall be submitted to the City Engineer for review and approval prior to the issuance of grading permits.	City Engineer, Project Manager	Prior to issuance of grading permits.	The City Engineer shall establish a phasing or sequencing of improvements needed for each development component.		
<b>Transportation/Traffic</b>					
TRA-1: The proposed project shall contribute to the off-site improvement at the intersection of SR-86S SB Ramps at Dillon Road through payment of a fair share contribution	City Engineer, Project Manager	Prior to issuance of grading permits	The City Engineer shall impose conditions of approval on each phase to ensure fair share participation for all traffic improvements necessary at project buildout		

**CITY OF COACHELLA**  
Development Services Department



FD# FPCUP1800028  
City# CUP280

1515 Sixth Street  
Coachella CA 92236  
(760) 398-3102  
(760) 398-5421 Fax

**Request for Agency Comments**

=CUP No. 280 (Modification No. 1)=

**Project Name:** Coachella Research Park #2

**Project Location:** 48451 Harrison Street  
APN (603-232-010)

**Case Numbers Assigned:** Conditional Use Permit No. 280 (Modification No. 1)  
Architectural Review No. 17-04 (Modification)  
Variance No. 18-05  
Development Agreement

**Applicant:** Bill Sanchez  
Desert Rock Development  
72-100 Magnesia Falls Drive, Ste. 2  
Rancho Mirage, CA 92270  
[bill@desertrockdev.com](mailto:bill@desertrockdev.com)

**Date:** October 29, 2018

The proposed project includes the following:

1. **Conditional Use Permit No. 280 (Modification No. 1)** to allow the development of a 505,520 square foot cannabis cultivation facility. At build out, the project will consist of 2 three-story indoor grow buildings totaling 98,520 square feet and four (4) one-story greenhouse buildings totaling 404,308 square feet with 668 parking spaces on 20 acres of partially-developed land in the M-W (Wrecking Yard) zone located at 48-451 Harrison Street.
2. **Architectural Review No. 17-04 (Modification)** to allow the development of a 505,520 square foot cultivation facility. At build out, the project will consist of 2 three-story indoor grow buildings totaling 98,520 square feet and four (4) one-story greenhouse buildings totaling 404,308 square feet with 668 parking spaces.
3. **Variance No. 18-05** to exceed the allowable 50-foot building height with exterior walls and roof parapets ranging from 54 feet to 61 feet in height.
4. **Desert Rock 2 Development Agreement** to set mutual benefits and duties between the City of Coachella and the landowner for payment of fees and vesting of land use and development entitlements and related matters.

# ITEM 14.b.

The City of Coachella is requesting comments regarding the project design with respect to:

- Physical impacts of the project on public resources, facilities and/or services;
- Recommended conditions that your agency believes would improve the design of the project within the scope of your agency's authority; or
- Recommended improvements to satisfy other regulations and concerns from which your agency is responsible.

Please respond in writing by **November 15, 2018**, so that we may include your input in the analysis and recommendations regarding this project. Please type or print legibly so that we may correctly include your comments.

Comments made by: Luke Milick Date: 11-15-18  
Printed Name & Title: LUKE MILICK AFM  
Agency: DVC Telephone #: 760 863 1555

Please return your comments to:  
CITY OF COACHELLA  
Attn: Luis Lopez, Development Services Director  
Development Services Department  
1515 6th Street  
Coachella, CA 92236  
(760) 398-3102 (760) 398-5421 FAX



# CAL FIRE - RIVERSIDE UNIT RIVERSIDE COUNTY FIRE DEPARTMENT ITEM 14.b.

SHAWN C. NEWMAN - FIRE CHIEF

Office of the Fire Marshal (East)

77-933 Las Montanas Rd., Ste 201, Palm Desert, CA 92211

Bus: (760) 863-8886 ~ Fax: (760) 863-7072 ~ www.rvcfire.org

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- LAKE ELSINORE
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- MORENO VALLEY
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- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

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DISTRICT 5

City of Coachella

November 15, 2018

Attn:

1515 6TH ST  
COACHELLA, CA 92236

<b>Project Name:</b>	Desert Rock 2 - Coachella Research Park #2 (CUP280)	<b>Permit Number:</b>	FPCUP1800028
<b>Project Address:</b>	48451 HARRISON ST COACHELLA, CA 92236	<b>Case Type:</b>	Fire Conditional Use Permit (F)
<b>APN(s):</b>	603232010	<b>Reviewer:</b>	Luke Milick
		<b>Review Number:</b>	2

Riverside County Fire Department (RVCFD) Office of the Fire Marshal (OFM) has reviewed the submitted plans for the referenced project and they are approved with the following conditions.

#### 015 - Fire

##### Fire

##### FIRE CONSTRUCTION PERMITS REQUIRED

Submittal to the Office of the Fire Marshal for development, construction, installation and operational use permitting will be required.

##### ACCESS

Fire Department emergency vehicle apparatus access road locations and design shall be in accordance with the California Fire Code, Riverside County Ordinance 460, Riverside County Ordinance 787, and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

##### WATER

Fire Department water system(s) for fire protection shall be in accordance with the California Fire Code, Riverside County Ordinance 787 and Riverside County Fire Department Standards. Plans must be submitted to the Fire Department for review and approval prior to building permit issuance.

Construction shall remain accessible and exposed for inspection purposes until approved by the Fire Department. The approval of plans and specifications does not permit the violation, deletion, omission or faulty installation of any requirements of California Code of Regulations, Title 19, Title 24, and locally adopted ordinances.

Should you have additional questions, please contact me via phone at 760-393-3386 or email at [Luke.Milick@fire.ca.gov](mailto:Luke.Milick@fire.ca.gov).

  
\_\_\_\_\_  
Luke Milick  
AFM







# IID

*A century of service.*

# ITEM 14.b.

www.iid.com

*Since 1911*

November 15, 2018

Mr. Luis Lopez  
Director  
Development Services Department  
City of Coachella  
1515 6th Street  
Coachella, CA 92236

SUBJECT: Coachella Research Park #2 (Cannabis Facility) in Coachella, CA

Dear Mr. Lopez:

On November 5, 2018 the Imperial Irrigation District received from the City of Coachella Development Services Department, a request for agency comments on the Coachella Research Park #2 project (CUP no. 280, AR no. 17-04, Variance no. 18-05), where the applicant, Bill Sanchez/Desert Rock Development, proposes the phased development of a 505,520 sq. ft. cannabis cultivation facility on 20 acres of partially developed land located at 48451 Harrison St. in Coachella, CA that at build out will consist of two (2) three-story indoor grow buildings totaling 98,520 sq. ft., four (4) one-story greenhouse buildings totaling 404,308 sq. ft. and 668 parking spaces.

The Imperial Irrigation District has reviewed the information and finds that the comment letters dated August 11, 2016 and September 26, 2017 issued on the preliminary site plan for the Coachella Research Development Park No. 2 and on the Notice of Intent to adopt a Mitigated Negative Declaration for the Desert Rock 2 Cannabis Project (the CRP #2 is related to this project), respectively, continue to apply (see attached letters).

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,

Donald Vargas  
Compliance Administrator II

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Enrique B. Martinez – Manager, Energy Dept.,  
Jamie Asbury – Deputy Manager, Energy Dept., Operations  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service  
Michael P. Kemp – Superintendent, Regulatory & Environmental Compliance  
Randy Gray – Supervisor, Real Estate

# ITEM 14.b.

**August 11, 2016 Imperial Irrigation District comment letter**



# IID

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August 11, 2016

Mr. Luis Lopez  
 Director  
 Development Services Department  
 City of Coachella  
 1515 6<sup>th</sup> Street  
 Coachella, CA 92236

**SUBJECT:** Coachella Research & Develop Park No. 2 Project

Dear Mr. Lopez:

Pursuant to the City of Coachella Development Services Department's Request for Agency Comments on the preliminary site plans for the Coachella Research & Develop Park No. 2 project, where the applicant, Michael Meade/Desert Rock Development Mutual, LLC; is proposing a medical cannabis cultivation facility complex on 20 acres of partially developed land located at 48-451 Harrison Street in Coachella, CA involving the construction of 22 industrial buildings for cultivation/processing operations in various sizes, for a total of 833, 829 sq. ft. of new leasable industrial floor space; the Imperial Irrigation District has reviewed the site plans and has the following comments:

1. Based on the information provided, IID has performed a preliminary assessment of the project and found the impacts to the district's electrical infrastructure to be significant, increasing the electrical demand on the IID's system.
2. Although IID has received preliminary project information to perform an impact assessment, the district will not begin any engineering or estimate costs to provide permanent power for the project until the owner applies for electrical service and the project's detailed loading information is provided.
3. Once the applicant provides the district with the project's detailed loading and panel size information, IID can carry out a more thorough assessment to determine the specific requirements to supply power to the project. Nevertheless, additional IID electrical infrastructure will be required to be upgraded or augmented to provide service for this project.
4. Developers in this particularly critical area are required to commit in writing to the acquisition of a substation site for IID prior to the commencement of grading for their developments. IID requires a minimum of 315' by 315' substation site. Site requirements include grading, fencing, applicable permits, zoning changes, environmental documentation, landscaping (if required by the City of Coachella), and access rights for ingress and egress to power line facilities and all rights-of-way and easements for the substation and for the transmission line extension route, all of which are at the expense

# ITEM 14.b.

Luis Lopez  
August 11, 2016  
Page 2

- of the developers in the area. The proposed substation site and transmission route/right-of-way and easements should be addressed in the project environmental documents.
5. Please see attached *will serve* letter dated July 12, 2016 sent to the applicant notifying same of the Substation site required along with other IID requirements.
  6. Temporary power to the project site is available from existing distribution lines during the construction phase only.
  7. The applicant should be advised to contact IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 for information regarding requirements to provide electrical service for the project. Additional assistance can also be provided by Mr. Rosalinda Escobedo ([rescobedo@IID.com](mailto:rescobedo@IID.com)), IID Project Manager, at 760-398-5821.
  8. It is important to note that it is IID's policy to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission or such other governmental authority or decision-making body having jurisdiction over said developments.
  9. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  10. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  11. Line extensions to serve the project will be made in accordance with IID Regulations:
    - No. 2 (<http://www.iid.com/home/showdocument?id=2540>),
    - No. 13 (<http://www.iid.com/home/showdocument?id=2553>) and
    - No. 15 (<http://www.iid.com/home/showdocument?id=2555>).
  12. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion can be found at the following IID website: <http://www.iid.com/home/showdocument?id=3306>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.
  13. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any and all mitigation necessary as a**

Luis Lopez  
August 11, 2016  
Page 3

**result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas  
Environmental Regulatory  
Compliance Administrator

Enclosure

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Vicken Kasarjian – Manager, Energy Dept.  
Jamie Asbury – Deputy Energy Manager, Critical Business & Regulatory Affairs  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Jesse Montaño – Transmission, Planning and Engineering Oversight  
Samuel E. Singh – Supt. Customer Project Development, Energy Dept.  
Michael P. Kemp – Superintendent, Real Estate & Environmental Compliance  
Harold Walk Jr. – Supervisor, Real Estate  
Randy Gray – ROW Agent, Real Estate

# ITEM 14.b.



# IID

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www.iid.com

July 12, 2016

**EMAILED & MAILED**

Michael Meade  
DESERT ROCK DEVELOPMENT  
P.O. Box 754  
Rancho Mirage, CA 92270

Subject: Terrace Partners LLC/Desert Rock Development in Coachella, CA (Revised will serve letter)

Dear Mr. Meade:

Reference is made to your request dated May 25, 2016 for a "will serve" letter for your proposed development. The Imperial Irrigation District (IID) policy is to extend its electrical facilities to the development(s) that have obtained the approval of the City or County Planning Commission or such other governmental authority having jurisdiction over said developments. In addition, easements and rights-of-way must be provided where required.

Line extensions to serve this facility will be made in accordance with IID Regulation No. 15 and Regulation No. 2 (copies enclosed). In accordance with our regulations, and provided the conditions described are fulfilled, electrical service is available for the location mentioned in the subject line above.

Based on the information that was provided to IID, a "Plan of Service" for the above referenced project, has been established. The basis for this determination is supported by the results of the loading and feasibility study, which IID conducted to serve the undeveloped areas along Avenue 48 and Harrison Street.

The IID has concluded that we can extend electrical facilities to serve your facility under the following conditions:

1. IID will accommodate the power request of 2,000 kw for this facility.
2. Any additional power requirements are subject to a new primary distribution feeder from a neighboring substation. The customer should be advised that the expense for new primary distribution feeder(s) shall be borne by the developer. In addition, the developer would be responsible for new electrical infrastructure including distribution system upgrades consisting of new line extensions and/or reconfiguration of existing IID facilities.

Mr. Michael Meade  
July 12, 2016  
Page 2

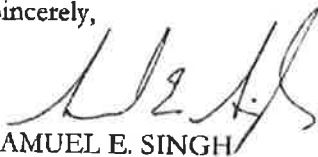
3. The developer should be advised that any subsequent phases or additional load may also generate the need for a new substation. The substation site must be secured prior to the IID being able to provide service for the entire project. Based on early analysis of the entire development IID has been able to determine that, at full buildout, a substation would be required. A minimum dimensioned site of 315' x 315' would be required by the developer(s) in the area. Additional requirements including, grading, fencing, permitting, zoning, environmental issues and any City requirements would be relayed in future discussions. Additionally, all easements and rights-of-way for the necessary substation and transmission line extensions would be at the expense of the developer(s) in the area.
4. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include, but are not limited to, electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, along with an environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

The IID has reviewed your preliminary construction schedule for Phase 1 starting approximately October 1, 2016 and Phase 2 by January of 2017. The IID is available to meet with the project proponent to lay out a detailed project plan and plan of service study for Avenue 48 and Harrison Street undeveloped areas.

**The duration of this will serve letter will be valid for six months from the original date issued on June 23, 2016. A new capacity assessment may need to be conducted on or after December 23, 2016.**

If I may be of further assistance, please contact me at (760) 482-3425 or Rosalinda Escobedo, Project Manager at (760) 398-5821.

Sincerely,



SAMUEL E. SINGH  
Superintendent Interim  
Customer Operations and Planning  
Energy Services

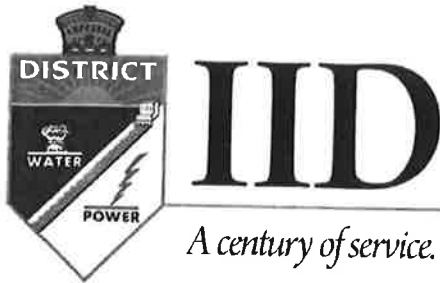
SES  
Enclosure:

cc: Enrique De Leon  
Guillermo Barraza  
Rosalinda Escobedo  
Marco Bautista

# ITEM 14.b.

**September 26, 2017 Imperial Irrigation District comment letter**





September 26, 2017

Mr. Luis Lopez  
 Director  
 Development Services Department  
 City of Coachella  
 1515 6th Street  
 Coachella, CA 92236

SUBJECT: Desert Rock 2 Cannabis Cultivation Facility NOI to Adopt an MND, CUP No. 280, Coachella, CA

Dear Mr. Lopez:

Pursuant to the City of Coachella Development Services Department's Notice of Intent to Adopt a Mitigated Negative Declaration for the Desert Rock 2 Cannabis Cultivation Facility project (Conditional Use Permit no. 280), where the applicant, Michael Meade/Desert Rock Development, proposes the development of a 740,880 sq. ft. indoor marijuana cultivation campus on 20 acres of partially-developed land located at 48451 Harrison St. in Coachella, CA consisting of sixteen three-story buildings, 1031 on-site parking spaces and includes a 0.94-acre detention basin located along the eastern boundary of the site; the Imperial Irrigation District has reviewed the information and has the following comments:

1. The environmental analysis does not address, even conceptually, the level of adequacy of the existing electrical utility infrastructure to service the project; neither in the Project Description section nor in the XVII *Utilities and Services Systems* section of the Initial Study. Electrical service is a factor of utmost importance in the implementation and success of any new project. The deficient assessment of a project's potential impact on this resource could adversely affect the capability of the district to provide electrical service in an efficient and timely manner.
2. An IID *Will Serve* letter dated March 23, 2017 (see attached letter) was issued in response to the applicant's formal service request related to a preliminary version of the project. It is important to note that, as a result of the feasibility study to serve Avenue 48 and Harrison Street area, Section I of the letter, titled "Temporary Plan of Service from existing facilities", is no longer valid.
3. The applicant should be advised to contact the IID Energy - La Quinta Division Customer Operations, 81-600 Avenue 58 La Quinta, CA 92253, at (760) 398-5841 and speak with the area's project manager, Mr. Carlos Puente, to initiate the customer service application process. Mr. Puente can also be reached at 760-398-5837 or by email at [Cpuente@iid.com](mailto:Cpuente@iid.com).
4. IID will not begin any engineering or estimate costs to provide service until the owner submits an application (available at <http://www.iid.com/home/showdocument?id=12923>)

# ITEM 14.b.

Luis Lopez  
September 26, 2017  
Page 2

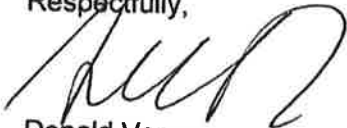
- and detailed loading information, project schedule and estimated in-service date are provided.
5. Once the applicant provides the district with the required information, IID can carry out a more thorough assessment to determine the specific requirements to supply electrical service to the project including but not limited to those stated in section II titled "Permanent Plan of Service" of IID's March 23, 2017 *Will Serve* Letter. Likewise, IID will determine the availability of temporary construction power from existing power lines based on load information and construction schedules and or phasing.
  6. However, based on the information provided, IID has performed a preliminary assessment of the project and has determined that there is a substantial impact to the IID electrical system within the area.
  7. It is anticipated that the additional power load requirement of the proposed project will necessitate the acquisition, design and construction of two (2) new substations in the vicinity of the project. IID will require a minimum of 315' by 500' per substation site. The sites, including grading, fencing, applicable permits, zoning changes, environmental documentation, landscaping (if required by the City of Coachella), access rights for ingress and egress to power line facilities and all rights-of-way and easements for the substations, transmission line extension routes and new transmission corridors to serve the substations, are at the expense of the developers in the area. The proposed substation sites and transmission route/right-of-way and easements should be addressed in the projects' environmental documents.
  8. It is important to note that IID's policy is to extend its electrical facilities only to those developments that have obtained the approval of a city or county planning commission or such other governmental authority or decision-making body having jurisdiction over said developments.
  9. The applicant will be required to provide rights-of-way and easements for any power line extensions needed to serve the project.
  10. Line extensions to serve the project will be made in accordance with IID Regulations:  
No. 2 (<http://www.iid.com/home/showdocument?id=2540>),  
No. 13 (<http://www.iid.com/home/showdocument?id=2553>),  
No. 15 (<http://www.iid.com/home/showdocument?id=2555>) and  
No. 20 (<http://www.iid.com/home/showdocument?id=2560>).
  11. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <http://www.iid.com/home/showdocument?id=3306>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements.

Luis Lopez  
September 26, 2017  
Page 3

12. Relocation of existing IID facilities to accommodate the project will be deemed developer-driven and all costs, as well as, securing of easements for relocated facilities shall be borne by the applicant.
13. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. **Any mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.**
14. The applicant will be required to provide and bear all costs for rights of way, easements and infrastructure relocations deemed necessary to accommodate street or road improvements imposed by the municipality to address the implementation of the project.
15. Applicant should be advised that landscaping can be dangerous if items are planted too close to IID's electrical equipment. In the event of an outage, or equipment failure, it is vital that IID personnel have immediate and safe access to its equipment to make the needed repairs. For public safety, and that of the electrical workers, it is important to adhere to standards that limit landscaping around electrical facilities. For more information, guidelines are available at <http://www.iid.com/energy/safety/landscape-guidelines>.

Should you have any questions, please do not hesitate to contact me at (760) 482-3609 or at [dvargas@iid.com](mailto:dvargas@iid.com). Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas  
Compliance Administrator II

Kevin Kelley – General Manager  
Mike Pacheco – Manager, Water Dept.  
Vicken Kasarjian – Manager, Energy Dept.  
Charles Allegranza – Manager, Energy Dept., Operations  
Jamie Asbury – Deputy Manager, Energy Dept., Operations  
Vance Taylor – Asst. General Counsel  
Robert Laurie – Asst. General Counsel  
Carlos Vasquez - Planning and Engineering Manager, Energy Dept.  
Jesse Montaño – Transmission, Planning and Engineering Oversight  
Enrique De Leon – Asst. Mgr., Energy Dept., Distr., Planning, Eng. & Customer Service  
Michael P. Kemp – Superintendent, Real Estate & Environmental Compliance  
Harold Waik Jr. – Supervisor, Real Estate Randy Gray – ROW Agent, Real Estate  
Randy Gray – ROW Agent, Real Estate

# ITEM 14.b.



# IID

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March 23, 2017

Jason Hernandez  
Desert Energy Solutions Strategy  
P.O Box 733  
Coachella, CA 92236

Subject: Revised Will Serve letter dated March 21, 2017 for MW Zone- City of Coachella, California 92236

Dear Mr. Hernandez:

The purpose of this letter is to revise Will Serve letter dated March 21, 2017 for the MW Zone - City of Coachella located on Avenue 48, east of Grapefruit Blvd, north of Avenue 50 and Harrison Street.

The Imperial Irrigation District (IID) has a policy to extend its electrical facilities to developments that have obtained approval from the City or County Planning Commission or such other governmental authority having jurisdiction over said developments.

Based on the preliminary information provided to the IID, and as a result of the completion of the loading and feasibility study to serve the area of Avenue 48 and Harrison Street, IID has concluded that it can extend electrical facilities to serve your project.

Based on the analysis conducted, IID offers the following Plan of Service:

**I. Temporary Plan of Service from existing facilities:**

1. IID can accommodate 6.0 MW from existing facilities as per Will Serve letters dated July 12, 2016, and December 9, 2016
2. IID can accommodate a load of 5.0 MW by installing a new distribution line extension from Van Buren substation to your development, as per Will Serve letter dated December 9, 2016. Developer shall bear all costs associated with the construction of this distribution feeder.

March 23, 2017  
Page 2

**II. Permanent Plan of Service:**

It is being determined that based on the information provided, any additional capacity beyond the temporary plan of service, will require at least two substations, transmission line extensions of 230, 92 kV and overhead and underground distribution line extensions as part of the Permanent Plan of Service as follows:

1. Substation # 1 - Distribution Substation: (3)-40 MVA transformers, 92/13.2 kV from existing transmission 92 kV "CI" line. It is anticipated that the additional power load requirement of the proposed projects in the area will require the acquisition, construction of a new substation (in the vicinity of Harrison Street and Avenue 48), all of which are at the expense of the developer(s) in the area. A minimum-dimensioned site of 315' by 500' substation site that is satisfactory to IID will be required from the developer(s) in the area. The substation site proposed dimensions are not taking in consideration any catch basing or any other Storm Water improvement. All setbacks, rights-of-ways, sidewalks, berms, public utility easements, catch basins, etc. are considered off-site improvements, and shall not be within the substation set aside area. It is the developer(s) responsibility to include the substation's storm water plans and mitigations as part of the development's overall plan. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the substation, transmission lines distribution backbones and line extensions, all of which are at the expense of the developer(s) in the area.
2. Existing 92kV electrical transmission lines may need to be reconfigured and/or upgraded to serve the said Substation # 1. IID will require that additional rights-of-way be provided for all relocation and/or upgrade of existing transmission lines as well as new transmission lines needed to serve this area. Additionally, the developer shall bear all costs associated with the construction of any additional transmission lines needed to extend electrical service to the proposed development.
3. Underground infrastructure that includes trenching, conduits, pull boxes, switch boxes and pads should be installed following IID approved plans. Physical field installation of underground infrastructures should be verified and approved by an IID inspector prior to cable installation as per IID Developer's Guide.

# ITEM 14.b.

March 23, 2017  
Page 3

4. Per customer request, "Primary Metering Service" (12.47 kV 3 phase) will be delivered to each of the parcels within the zone.
5. Prior to forecasting or reaching to a loading of 80 MW at Substation # 1, the second Substation (Substation # 2), 230 kV and 92 kV Transmission line corridors will need to be built and fully operational prior to IID providing the permanent Plan of Service.
6. Substation # 2 – Switching Station/ Distribution Substation: (1) 300 MVA 230/92 kV and (3)-40 MVA transformers, 92/13.2 kV. It is anticipated that the additional power load requirement of the proposed projects in the area will require the acquisition, construction of a second substation (Substation # 2), in the vicinity of Harrison Street and Avenue 48, all of which are at the expense of the developer(s) in the area. A minimum-dimensioned site of 350' by 625' substation site that is satisfactory to IID will be required from the developer(s) in the area. The substation site proposed dimensions are not taking in consideration any catch basing or any other Storm Water improvement. All setbacks, rights-of-ways, sidewalks, berms, public utility easements, catch basins, etc. are considered off-site improvements, and shall not be within the substation set aside area. It is the developer(s) responsibility to include the substation's storm water plans and mitigations as part of the development's overall plan. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the substation, transmission lines, distribution backbones and distribution line extensions, all of which are at the expense of the developer(s) in the area.
7. A new transmission corridor with 2-230 kV lines will need to be extended from Coachella Valley substation to the proposed /approved substation # 2 site. Additional requirements such as environmental compliance documentation, landscaping (if required by the City), all rights-of-way and easements for the transmission and distribution line extensions, all of which are at the expense of the developer(s) in the area.
8. Developer shall bear all costs associated with the construction of the new Switching Station, Distribution Substations and new transmission lines needed to bring electrical service to said substations in addition to any distribution backbones overhead and/ or underground and distribution line extensions/ upgrades needed to extend electrical service to the proposed development.

March 23, 2017

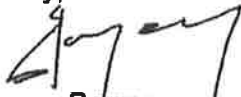
Page 4

9. Distribution line extensions to serve your development will be made in accordance with IID Regulation No. 15, Regulation No. 2 and Regulation No. 13. The final cost will be determined once the developer /builder submits a Customer Service Proposal application and design is completed.
10. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). The IID Real Estate Section should be contacted at (760) 339-9239 for additional information.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, etc.) need to be included as part of the project's CEQA and/or NEPA documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully mitigated. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

In the event of unforeseen developments and/or if your project is not completed in a timely manner, other projects could impact existing resources which could affect IID's ability to serve this load.

If you have any questions, please do not hesitate to contact me directly at 760-398-5863 or Jose Gerardo, Project Coordinator at (760) 398-5823. We look forward to working closely with you to facilitate the success of your project.

Sincerely,



Guillermo Barraza

Superintendent, Customer Operations and Planning

CC: Mr. Enrique De Leon, Superintendent, Distribution System Planning and Engineering  
Mr. Jose Gerardo, Project Coordinator

PECVWSL-1705





**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Recording Fee Exempt per Government Code §6103

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ (\_\_\_\_<sup>th</sup>) day of \_\_\_\_\_, 2018 (the "Execution Date"), by and between the **CITY OF COACHELLA, a California municipal corporation** (the "City") and **DESERT ROCK DEVELOPMENT, LLC, a California limited liability company** ("Owner"). The City and Owner are sometimes collectively referenced herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

**RECITALS**

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. As authorized by the Development Agreement Statutes, the City has adopted Municipal Code Section 17.100 *et seq.* establishing the procedures and requirements for the consideration of development agreements with the City.

# ITEM 14.b.

- D. Owner currently owns a fee simple interest in real property considered in this Agreement, which has a development area approximately 20 acres in size, located at 48451 Harrison Street, City of Coachella, County of Riverside, State of California (the "Site"). The Site is identified as Assessor's Parcel Number 603-232-010 and is more fully described in **Exhibit A** and shown on the map in **Exhibit B**, both exhibits being attached hereto and incorporated herein by this reference.
- E. Presently, Owner intends to: (i) record a parcel map and one or more condominium plans on the Site in order to facilitate the development of a set of buildings and which will allow for the development, joint venture or sale of all or portions of the Site and the buildings thereon to successor owners, and (ii) enter into one or more leases (including permitted subleases pursuant to the leases) of the Site or portions thereof with California nonprofit corporations and/or other authorized corporations or entities as allowed by law ("Tenant" or "Tenants") that are duly formed under California law or otherwise authorized to do business in California for the purpose of cannabis production which shall include, but not be limited to, facilities in which cannabis is planted, grown, harvested, dried, cured, graded, trimmed, extracted, manufactured into cannabis products, distributed, or transported, or that does all or any combination of those activities ("Commercial Cannabis Activity"). For purposes of this Agreement, "Commercial Cannabis Activity" shall not include any cannabis retail business type where cannabis is sold directly to individual consumers. Such Commercial Cannabis Activity facilities shall operate in accordance with the California State Compassionate Use Act (Health & Safety Code § 11362.5) ("CUA"), the Medical Marijuana Program Act (Health & Safety Code §§ 11362.7 *et seq.*) ("MMP"), the Control, Regulate and Tax Adult Use of Marijuana Act of 2016 ("AUMA"), and the Medicinal and Adult Use Regulation and Safety Act ("MAUCRSA"), as amended or superseded including, regulations promulgated thereunder, and any additional California state law related to Commercial Cannabis Activity (collectively "State Cannabis Law"). Owner and Tenants shall collectively be referred to in this Agreement as "Developers". Prior to operating a Commercial Cannabis Activity facility, Developers shall be required to obtain a Commercial Cannabis Activity regulatory permit from City pursuant to City ordinance.
- F. Developers shall obtain all required state licenses issued under State Cannabis Law.
- G. On or about October 25, 2017, the City approved Tentative Parcel Map 37266 (TPM), a Conditional Use Permit, designated (CUP #280) ("CUP"), and Architectural Review (AR #17-04) ("AR"). An Environmental Initial Study recommending the adoption of a Mitigated Negative Declaration (EA #17-02) ("EA") was prepared and distributed to responsible agencies for review and comment pursuant to the guidelines of the California Environmental Quality Act ("CEQA"). On October 25,

2017 the City also adopted a Mitigated Negative Declaration (MND) addressing the environmental impacts of the foregoing entitlements. On August 1, 2018, Developers applied to City for this Agreement along with Modification No. 1 to Conditional Use Permit No. 280 and Architectural Review 17-04. An application for a Variance (Variance No. 18-05) was also submitted that proposes to exceed the 50 foot height limit in the M-W zone. An addendum to EA 17-02 has also been prepared that analyzes the proposed project modifications, development agreement and variance application. This Agreement, the CUP and AR modifications, EA addendum, MND, Development Agreement, Variance and TPM shall collectively be referred to as the “Project Approvals”.

- H. Developers presently intend to develop and open Commercial Cannabis Activity facilities and related general office facilities (collectively, “Commercial Cannabis Activity Facility”) on the Site consistent with State Cannabis Law, all other applicable California law, and the Project Approvals (known as the “Project”).
- I. The Project will include planting, growing, cultivating, harvesting, processing, drying, trimming, extracting, and manufacturing of cannabis products and distribution of same under State Cannabis Law, but would not include the retail sale to individuals at the Site.
- J. The Project will consist of a total planning area of approximately 20 acres. Known as the Coachella Research & Development Park II, the Project is designed to integrate seamlessly into the City of Coachella’s General Plan Goals and Policies for Industrial Districts, including the latest provisions for Commercial Cannabis Activity. The Project will include 6 buildings (totaling approximately 505,520 square feet) which will result in 98,520 square feet of indoor grow building area and 407,000 square feet of greenhouse building area, together with common parking, landscaping and security fencing.
- K. On January 27, 2016, City adopted Ordinances 1083 and 1084 permitting Commercial Cannabis Activity Facilities in strict compliance with the State Cannabis Laws under certain conditions and provisions. The City has since updated and will continue to update its local cannabis laws in light of changing circumstances, City Council direction, and updates in State Cannabis Law.
- L. On November 8, 2016 California voters approved Proposition 64 or AUMA, and in 2017, the Governor of California signed MAUCRSA into law. The Parties intend through this Agreement that Developers shall have the right to conduct Commercial Cannabis Activity and operate Commercial Cannabis Activity Facilities, as such terms are defined herein and as allowed by State Cannabis Law (including AUMA

# ITEM 14.b.

and MAUCRSA) or any other law or initiative adopted in California, including local Ordinance, pertaining to Commercial Cannabis Activity.

- M. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City a quarterly production/facility fee based on the Flowering Room or Flowering Space square footage or gross receipts of all Cultivation (whichever is greater), a quarterly production fee based on gross receipts for Manufacturing at the Site, and a quarterly distribution fee based on the gross receipts of all Distribution from the Site, as hereinafter defined.
- N. All procedures of CEQA, California Public Resources Code §21000 *et seq.*, and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 *et seq.* have been satisfied based on an addendum to the initial study as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed and the City has made certain findings and determinations that this Agreement and the Project can be supported by a Mitigated Negative Declaration in compliance with the requirements of CEQA.
- O. City has provided proper public notice of its intent to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code section 65867 and Municipal Code Chapter 17.100. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code and municipal ordinances.
- P. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present City Council members, that this Agreement will serve to bind City and future City Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission, and the City Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety, and welfare are best served by entering into this Agreement. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights given in this Agreement. The City Council specifically finds that

this Agreement satisfies each and every one of the required findings in Municipal Code Section 17.100.070.

- Q. The City agrees that Developers' land use entitlements for the Project shall vest for the term of this Agreement as described below, including, but not limited to, the right to cultivate, manufacture, process, transport and distribute cannabis in compliance with State Cannabis Law and local ordinances.
- R. After conducting a duly noticed hearing on October 4, 2017, in conjunction with Section 17.100.060 of the City's Municipal Code, the Planning Commission of the City reviewed, considered and recommended for approval CUP #280 and AR #17-04; a contingency with regard to this Agreement. The City Council reviewed, considered, and approved CUP #280, AR #17-04 and Tentative Parcel Map 37266 on October 25, 2017. The Planning Commission and City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.
- S. After conducting a duly noticed hearing on November 7, 2018, the Planning Commission adopted Resolution No. \_\_\_\_\_ recommending approval of the execution of this Agreement to City Council.
- T. After conducting a duly noticed hearing on \_\_\_\_\_, 2018, in conjunction with Section 17.100.070 of the City's Municipal Code, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Coachella Auto Wrecking (M-W) Zone; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Coachella and its residents.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided

# ITEM 14.b.

and exhibits referenced therein. This Agreement pertains to the Site as described in Exhibit A and shown in Exhibit B. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Riverside County Recorder. The word “Owner” as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors after any such minor change shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the “Term”) is seven (7) years from the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties’ expectation that there will be no limit or moratorium upon the Project’s development or the issuance of building or other development related permits (a “Development Limitation”) during the Term, the Parties understand and agree that various third parties may take action causing a de facto Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project’s development, or third-party initiated litigation having the actual effect of delaying the Project’s development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1 Request of Owner. This Agreement's Term may be extended for one (1) additional three (3) year period following the expiration of the initial Term upon the occurrence of all of the following:

3.2.1.1 Written Notice. Owner shall give written notice to City of a request for the Term Extension no later than one hundred twenty (120) calendar days before the expiration of the Term; and

3.2.1.2 No Default by Owner. Unless otherwise provided in this Agreement, Owner shall not be in a continuing default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement and not having cured same, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's reasonable satisfaction.

3.2.2 Mutual Agreement of Parties. This Agreement's Term may be extended by mutual agreement of the Parties.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration of the Term or otherwise, Developers shall have no right to engage in Commercial Cannabis Activity at the Project Site, except as may otherwise be allowed by City ordinance or law.

# ITEM 14.b.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1 Certified Report. “Certified Report” shall mean a detailed document prepared by Owner on a form acceptable to the City’s Director of Finance to report to City of the cultivation, processing, production, distribution and sales by Tenants or owner-occupiers in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Owner. City may also require certification by any owner-occupier, as applicable.

4.2 Production/Facility Fee. “Production/Facility Fee” shall mean a quarterly Cultivation fee remitted to the City by Owner, or by its Tenant(s) on behalf of the Owner, based on its Flowering Room or Flowering Space, as such terms are defined below, square footage or gross wholesale receipts—whichever is greater, as described in Section 4.2.1, below—and that of its Tenants and a quarterly Manufacturing fee based on Owner’s gross receipts or that of its Tenants, or the prorated portion therein for any quarter in which the business begins operation, in the amounts set forth below.

4.2.1 Cultivation. As applicable:

4.2.1.1 Industrial Buildings. The greater of (i) \$8.00 per square foot annually (\$2.00 per square foot on a quarterly basis) multiplied by the total square footage of the Flowering Room(s) of the Developers’ industrial buildings devoted to Commercial Cannabis Activity, or (ii) two percent (2.00%) for “Cultivation”, which includes any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. Owner and/or Tenants engaged in such activity are considered to be a “Cultivator”. Flowering Room means a room dedicated to indoor growing space where cannabis plants that have reached a specific stage of growth are moved to encourage flowering; and

4.2.1.2 Greenhouses. The greater of (i) \$5.00 per square foot annually (\$1.25 per square foot on a quarterly basis) multiplied by the total square footage of the Flowering Space(s) of the Developers’ Greenhouses, or (ii) two percent (2.00%) for Cultivation. Owner and/or Tenants engaged in such activity are considered to be a “Cultivator”. Greenhouse means a structure used for the Commercial Cannabis Activity that is enclosed by four solid, opaque walls that may allow for the penetration of sunlight and by transparent or opaque ceilings that allow for the penetration of sunlight, provided that all cannabis plants must be screened from public view. Flowering Space



means an area or room within a Greenhouse where cannabis plants that have reached a specific stage of growth are moved to encourage flowering.

4.2.2 Manufacturing. Two percent (2.00%) for “Manufacturing,” which includes the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly by extraction methods, or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container. Owner and/or any Tenant engaged in such activity are considered to be a “Manufacturer”.

4.3 Distribution Fee. Two percent (2.00%) for “Distribution” based on the gross receipts of Distributors, which include anyone engaged in the business of purchasing cannabis from a Cultivator, or cannabis products from a Manufacturer, for sale to a retailer or executing a contract made directly between a Cultivator/Manufacturer and a retailer for purposes of distribution.

4.4 Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.5 Operational Quarter. “Operational Quarter” shall mean any calendar quarter, or portion of a calendar quarter, during which any gross revenue of the Project is produced, as defined herein. The calendar quarters shall begin and end as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

4.6 Tenants. The Owner and Owner’s Tenants are subject to State Cannabis Law, other state law, and local ordinances. Each lease of any portion of the Site shall require Tenants to cooperate with Owner and City in all respects with matters pertaining to this Agreement.

4.7 Land Use Regulations. “Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the

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Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.7.1 The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.7.2 Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.7.3 The control and abatement of nuisances;

4.7.4 The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.7.5 The exercise of the power of eminent domain.

4.8 Existing Land Use Regulations. “Existing Land Use Regulations” means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

## 5. Fee Payments.

5.1 Fee Payments. In consideration of City’s entering into this Agreement and authorizing the development and operation of the Project, the requirements for City services created by the Project, the City insuring Developers’ compliance with this Agreement, the CUP, State Cannabis Laws, and the City’s municipal ordinances, throughout the Term of this Agreement, the following payments shall be made to City:

5.1.1 Production/Facility Fee Payments by Owner. Quarterly payments of the Production/Facility Fee (including the Cultivation Fee and Manufacturing Fee) shall be paid by Owner, or by its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, to City during the Term as specified in Section 6.1 herein. The payment obligations of the Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production/Facility Fee under this Agreement shall cease if a City wide tax on commercial cannabis activity is imposed.

5.1.2 Distribution Fee Payments by Owner. Quarterly payments of the Distribution Fee shall be paid by Owner, or by its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, to City during the Term as specified in Section 6.1 herein. The payment obligations of the Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Distribution Fee under this Agreement shall cease if a City wide tax on commercial cannabis activity is imposed.

5.1.3 Development Agreement Fees and Exactions by Owner. The Project shall be subject to the Section 17.100.030 of the City's Municipal Code requiring a reimbursement agreement, periodic development agreement fee for period reviews and a development agreement fee calculated as two percent (2%) of the construction project valuation as described in Section 17.100.030.

6. Payment Procedures. The following procedures shall apply during the operation of the Project:

6.1 Remittance of Production/Facility Fee and Distribution Fee/Certified Reports. Within thirty (30) calendar days following the end of each Operational Quarter during the Term of this Agreement commencing with the first Operational Quarter in which the Project has commenced, Owner, or its Tenant(s) on behalf of Owner, provided that Owner shall ultimately be responsible to ensure such payment is made, shall submit the Certified Report to the City's Finance Director and a payment for the Production/Facility Fee and Distribution Fee for that Operational Quarter as identified in the Certified Report. Owner shall pay Production/Facility Fees and Distribution Fees to City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Production/Facility Fees and/or Distribution Fees when due shall constitute events of default by the Owner subject to the default provisions of this Agreement.

6.2 Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Developers of the Commercial Cannabis Activity Facility. Developers shall maintain such records in a form and location reasonably accessible to City, following reasonable notice to Developers, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

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6.3 Audit. Within thirty (30) calendar days following the end of each calendar quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers' records regarding Certified Reports and the Production and Distribution Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Developers' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Production/Facility Fee and/or Distribution Fee, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance. If the underpaid amount is more than five percent (5.00%) of the amount due, Owner shall additionally pay all costs of the audit, including city staff time and outside consultants. If the audit reveals that Owner has overpaid any amount of the Production/Facility Fee and/or Distribution Fee, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payments of Production/Facility Fees and/or Distribution Fees until the overpaid amount has been resolved, or refund the overpayment if no further quarterly payment is due from Owner.

6.4 Site Inspection. From time to time, the City has the right to inspect the Facility for the purpose of monitoring operations, checking quantities and verifying volumes of product during operating hours or any time deemed appropriate to insure accurate reporting. The City must give notice at least forty-eight (48) hours in advance of any inspection.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1 Implementation. Owner shall use good faith efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement (including, without limitation, Section 8.2 below), the CUP and the Municipal Code.

7.2 Maintain & Operate Project. Developers shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, State and Federal laws.

7.3 Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation,

consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

7.4 Project Building Completion Deadline. Owner shall obtain Certificates of Occupancy for all six (6) of the Project buildings within three (3) years of the Execution Date of this Agreement. Failure to comply with this Section will result in the automatic and immediate termination of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1 Expeditious Services. City shall process applications and address questions and concerns raised by Developers' representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this Section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Commercial Cannabis Activity operating standards found in the Municipal Code ("Operating Standards"), which may be amended after the date of this Agreement at the City's discretion to reasonably minimize or eliminate safety hazards. The Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Notwithstanding anything to the contrary in this Agreement or otherwise, Owner shall have the vested right to develop the Project in such order, in such phases, at such rate and at such times as Owner deems appropriate in the exercise of its subjective good faith business judgment, provided that Owner is in compliance with the Project Approvals.

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8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals, the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

8.5 Construction Hours. The Parties recognize that the City's Municipal Code Section 7.40.070 sets construction hours within the City and allows for other hours of construction when there are unusual conditions, with the consent of the city manager, or his or her designee, upon recommendation of the building director or the city engineer. In this instance construction hours may need to be modified because construction is anticipated to take place during hot summer months, both the City and Owner have an interest in accelerating construction; the nearest residential zone is over 1,000 feet from the majority of the Project site; and the neighboring properties are all industrial uses that will not be adversely affected. As such, Owner may submit a construction schedule to the city manager, or his or her designee, that may include construction 24 hours per day. City may limit the hours of construction based on noise, interference with neighbors, or other community impacts.

## 9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth

in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project during the Term as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Law") is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum in accordance with California law.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

## 10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of

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general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 5; or (v) it is otherwise expressly permitted by this Agreement. The City has adopted Operating Standards that govern this type of use, which regulations, and any amendments thereto adopted after the Execution Date which are permitted under Section 8.2 above, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Execution Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

## 11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-



governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

## 11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Execution Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 3.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the Project.

11.2.2 The Parties recognize that California adopted, through ballot initiative, the AUMA and may adopt through initiative or legislative action other laws and regulations pertaining to either medical or adult use of cannabis. The Parties intend through this Agreement that Developers shall have the right to cultivate, produce, manufacture and distribute cannabis as allowed by current State Cannabis Law, pertaining to Commercial Cannabis Activity. To the extent the changes in California law change the legal process or structure by which cannabis cultivators, producers, manufacturers or distributors can or may operate (i.e. for-profit vs. non-profit entities, size of licensees, etc.), the Parties intend this Agreement to be flexible to allow such changes and may alter the procedures specified herein, by Operating Memoranda as defined below, or otherwise, as may be necessary.

## 12. Operating Memoranda and Administrative Variations.

12.1 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is

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anticipated due to the term of this Agreement that refinements and minor changes to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda (“Operating Memoranda”) approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. All procedures of CEQA, California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied based on an initial study as a result of which certain additional focused studies evaluating the environmental impacts of the Project have been completed and the City has made certain findings and determinations that this Agreement and the Project can be supported by a Mitigated Negative Declaration in compliance with the requirements of CEQA.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City’s municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this

Agreement (“Assignable Rights”) to a third party, a subordinate entity, or a related entity (make an “Assignment”) without the prior written consent of City in each instance, which consent may be withheld in the City’s sole discretion. Any assignment in violation of this Section will be void.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to California Government Code section 65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the Execution Date, in order to ascertain Owner’s good faith compliance with its terms (the “Periodic Review”). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in California Government Code section 65865.1 or California Government Code section 65868.

18. Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

19. Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

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

**If to City:** City of Coachella  
1515 Sixth Street  
Coachella, CA 92236

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Attention: City Manager

With copy to: Best, Best & Krieger, LLP, City Attorney

74760 Highway 111  
Suite 200  
Indian Wells, CA 92210  
Attention: Carlos Campos, Esq.

**If to Owner:**

Desert Rock Development, LLC  
72-100 Magnesia Falls, Ste. 2  
Rancho Mirage, CA 92270  
Attention: Michael Meade

With copy to: Dan Olivier, Esq.

41-750 Rancho Las Palmas Dr.  
Bldg. H  
Rancho Mirage, CA 92270

Notices sent in accordance with this Section shall be deemed delivered upon the: (a) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (b) date of actual receipt (if personally delivered by other means); (c) date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or (d) date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

21. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within fourteen (14) calendar days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within seven (7) calendar days after receipt of the notice of default thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such

Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

22. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

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

24. Attorneys' Fees. In the event any Party hereto brings an action or proceeding for a declaration of the rights of the Parties, for injunctive relief, for an alleged breach or default, or any other action arising out of or related to this Agreement, or the transactions contemplated hereby or institutes a reference or arbitration proceeding as may expressly be permitted by the terms of this Agreement, the prevailing Party in any such action shall be entitled to an award of actual attorneys' fees and costs incurred in such action or proceeding, without regard to any rule of court or schedule of such fees maintained by the court, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

26. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

# ITEM 14.b.

27. Estoppel Certificate. City shall, at any time and from time to time within ten (10) calendar days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

28. Encumbrances on Real Property.

28.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

28.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

28.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether

pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

28.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 28.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

28.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) calendar days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) calendar days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

29. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

30. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Palm Springs Branch of the Consolidated Courts of Riverside County, California.

31. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

32. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Site or any portion thereof and all successors to the Parties (collectively, "Successors").

# ITEM 14.b.

Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement, shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

35. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

36. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

39. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties



# ITEM 14.b.

that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

40. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

41. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

42. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

*[Signatures on following pages]*

# ITEM 14.b.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the Execution Date.

**“CITY”**

CITY OF COACHELLA, CA  
a California Municipal Corporation

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Steven Hernandez  
Mayor

Attest:

By: \_\_\_\_\_  
Angela M. Zepeda  
City Clerk

*Approved as to form:*

Best, Best & Krieger, LLP

By: \_\_\_\_\_  
Carlos Campos, Esq.  
City Attorney

**“OWNER”**

Date: \_\_\_\_\_, 2018

Desert Rock Development, LLC  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

Exhibit "A"

Legal Description

(see attached)

# ITEM 14.b.

Exhibit "B"

Map

(see attached)

**ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA            }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

# ITEM 14.b.

## ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA            }  
COUNTY OF \_\_\_\_\_        }

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

ITEM 15.a.







**STAFF REPORT**  
**1/23/2019**

**TO:** Honorable Chair and Board Members of the Successor Agency to the City of Coachella Redevelopment Agency

**FROM:** William Pattison, Executive Director

**SUBJECT:** Resolution No. SA-2019-01, Approving the Recognized Obligation Payment Schedule (ROPS) 19-20.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors of the Successor Agency to the Coachella Redevelopment Agency adopt Resolution No. SA-2019-01, approving an Annual Recognized Obligation Payment Schedule for the fiscal period from July 1, 2019 through June 30, 2020, 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

# ITEM 15.a.

the County Oversight Board (the “Oversight Board”), along with a proposed Administrative Budget.

The Oversight Board will consider the ROPS 19-20 and the FY 2019-20 Administrative Budget for approval at its meeting of January 30, 2019.

The deadline for the Successor Agency to submit the Oversight Board-approved ROPS 19-20 to DOF, the Office of the State Controller and the County Auditor Controller is **February 1, 2018**.

## **FISCAL IMPACT:**

The preparation and submittal of ROPS 19-20 is for the purpose of allowing the Successor Agency to pay its enforceable obligations for the period from July 1, 2019 through June 30, 2020.

### Attachments:

1. Resolution No. SA-2019-01, including:  
Exhibit A – ROPS 19-20

**RESOLUTION NO. SA- 2019-01**

**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 2019-20 FISCAL PERIOD FROM JULY 1, 2019 THROUGH JUNE 30, 2020, 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, 2018 through June 30, 2019 (“ROPS 18-19”), to DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2018; and (2) post a copy of the Oversight Board-approved ROPS 18-19 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 19-20, substantially in the form attached hereto as Exhibit A. The Executive Director of the Successor Agency, in consultation with the

# ITEM 15.a.

Successor Agency's legal counsel, may modify ROPS 19-20 as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 4. The Board hereby approves the proposed FY 2019-20 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 19-20 and the Administrative Budget to the Oversight Board for approval and, at the same time, transmit a copy of ROPS 19-20 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 19-20 to the DOF, the Office of the State Controller, and the County Auditor-Controller. If the Oversight Board has not approved ROPS 19-20 by February 1, 2019, Staff is hereby authorized and directed to transmit ROPS 19-20 to the DOF, the Office of the State Controller, and the County Auditor-Controller by February 1, 2019, 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 19-20 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 23<sup>rd</sup> day of January, 2019.

---

Steven A. Hernandez  
Chairman

**ATTEST:**

---

Angela M. Zepeda  
Secretary

**APPROVED AS TO FORM:**

---

Carlos Campos  
City Attorney

# ITEM 15.a.

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

**I HEREBY CERTIFY** that the foregoing Resolution No. SA-2019-01 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 23<sup>rd</sup> day of January, 2019 by the following vote of Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Andrea J. Carranza, MMC  
Deputy Secretary

**EXHIBIT A**

**SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT  
AGENCY  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE  
(July 1, 2019 through June 30, 2020)**

# ITEM 15.a.

## **EXHIBIT B**

### **SUCCESSOR AGENCY TO THE CITY OF COACHELLA REDEVELOPMENT AGENCY**

#### **ADMINISTRATIVE BUDGET (July 1, 2019 through June 30, 2020)**



Recognized Obligation Payment Schedule (ROPS 19-20) - Summary  
 Filed for the July 1, 2019 through June 30, 2020 Period

Successor Agency: Coachella  
 County: Riverside

	19-20A Total (July - December)	19-20B Total (January - June)	ROPS 19-20 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D):</b>	<b>\$ 2,691,332 \$</b>	<b>484,677 \$</b>	<b>3,176,009</b>
B Bond Proceeds	260,559	484,677	745,236
C Reserve Balance	2,430,773	-	2,430,773
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):</b>	<b>\$ 133,500 \$</b>	<b>2,946,994 \$</b>	<b>3,080,494</b>
F RPTTF	8,500	2,821,994	2,830,494
G Administrative RPTTF	125,000	125,000	250,000
<b>H Current Period Enforceable Obligations (A+E):</b>	<b>\$ 2,824,832 \$</b>	<b>3,431,671 \$</b>	<b>6,256,503</b>

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

# ITEM 15.a.

Coachella Recognized Obligation Payment Schedule (ROPS 19-20) - ROPS Detail

July 1, 2019 through June 30, 2020

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	19-20A (July - December)					19-20B (January - June)					
											L	M	N	O	P	Q	R	S	T	U	V
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 19-20 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	19-20A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF
8	Employee Costs	Admin Costs	2/1/2012	9/1/2036	Agency Employees	Payroll for Employees	Merged	\$ 63,485,203	N	\$ 6,258,503	\$ 260,559	\$ 2,430,773	\$ 0	\$ 8,500	\$ 125,000	\$ 2,824,832	\$ 484,677	\$ 0	\$ 0	\$ 2,821,984	\$ 125,000
9	Professional Services	Fees	6/1/1988	9/1/1936	Union Bank	Trustee Fees	Merged	4,287,500	N	\$ 250,000				3,500	125,000	125,000					125,000
10	Professional Services	Admin Costs	7/4/2005	12/31/2016	Sommerberg & Co	Annual Audit	Merged	252,500	N	\$ 5,000				5,000	5,000	5,000					
11	Professional Services	Professional Services	2/1/2012	9/1/2036	BB&K	Attorney Services	Merged	525,000	N	-											
12	2013 Tax Allocation Refunding Bonds	Bonds issued After 12/31/10	10/24/2013	12/17/2028	Union Bank	Tax Allocation Refunding Bonds (to refund 1998 and 1999 Bonds)	Merged	4,087,304	N	\$ 512,288		455,044				\$ 455,044				57,244	
19	Tierra Bonita	Bond Funded Project - Housing	2/1/2012	9/1/2036	County Housing Authority	Develop/repair/permits/costs	Merged	0	Y	\$ -						\$ -					
23	Calle Verde	Bond Funded Project - Housing	2/1/2012	9/1/2036	County Housing Authority	Site Maintenance (clear, grub, fence)	Merged	1,093	N	\$ 1,093	1,093					\$ 1,093					
26	Calle Verde	Bond Funded Project - Housing	2/1/2012	9/1/2036	Attorney	Document review, counsel, Notices	Merged	9,060	N	\$ 9,060	5,000					\$ 4,060					
27	Bond Debt Service Reserve Fund	Reserves	7/4/2005	9/1/2036	Successor Agency/Trustee	Reserve per HSC 34171(d)(1)(A)	Merged	2,188,497	N	\$ 2,188,497											
28	Housing Successor Admin. Cost Allowance	Housing Entity Admin Cost	2/19/2014	9/1/2036	Riverside County Housing Authority	Housing Authority admin. cost allowance per AB 471	Merged	0	Y	\$ -											2,188,497
29	2014 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/27/12	10/1/2014	12/1/2034	Union Bank	Tax Allocation Refunding Bonds (to refund 2004A & portion of 2004B)	Merged	11,125,850	N	\$ 560,938		400,907				\$ 400,907					160,031
31	Calle Verde	Bond Funded Project - Housing	2/1/2012	9/1/2036	County Housing Authority	Develop/repair subdivision, permits, Architectural and Engineering		483,587	N	\$ 483,587	241,794					\$ 241,794					
32	Calle Verde	Bond Funded Project - Housing	2/1/2012	9/1/2036	County Housing Authority	Project delivery costs		25,344	N	\$ 25,344	12,672					\$ 12,672					
33	2016 Tax Allocation Refund Bonds	Refunding Bonds Issued After 6/27/12	3/2/2016	9/1/2036	Union Bank	Tax Allocation Refunding Bonds (to refund 2004B, 2006, 2006 LMI bonds)		30,175,522	N	\$ 1,991,044		1,574,822				\$ 1,574,822					416,222
34	Affordable Housing Development	Bond Funded Project - Housing	2/1/2012	9/1/2036	County Housing Authority	Project delivery costs		226,152	N	\$ 226,152						\$ 226,152					
36									N	\$ -						\$ -					
37									N	\$ -						\$ -					
38									N	\$ -						\$ -					
39									N	\$ -						\$ -					
40									N	\$ -						\$ -					
41									N	\$ -						\$ -					
42									N	\$ -						\$ -					
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71									N	\$ -						\$ -					
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# ITEM 15.a.

**Coachella Recognized Obligation Payment Schedule (ROPS 19-20) - Report of Cash Balances**  
**July 1, 2016 through June 30, 2017**  
**(Report Amounts in Whole Dollars)**

A	B	C	D	E	F	G	H				
								Fund Sources			
								Bond Proceeds	Reserve Balance	Other Funds	RPTTF
	<b>ROPS 16-17 Cash Balances (07/01/16 - 06/30/17)</b>										
		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					
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/16)</b> RPTTF amount should exclude "A" period distribution amount	1,806,705		1,200,000		0					
<b>2</b>	<b>Revenue/Income (Actual 06/30/17)</b> RPTTF amount should tie to the ROPS 16-17 total distribution from the County Auditor-Controller			1,200,000		2,564,702					
<b>3</b>	<b>Expenditures for ROPS 16-17 Enforceable Obligations (Actual 06/30/17)</b>					2,564,702					
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/17)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	333,036		1,200,000							
<b>5</b>	<b>ROPS 16-17 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 16-17 PPA form submitted to the CAC	No entry required									
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/17)</b> <b>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</b>	\$ 1,473,669	\$ 0	\$ 1,200,000	\$ 0	\$ 0	C-6 reserved for County Housing projects				





**SUCCESSOR AGENCY to the  
COACHELLA REDEVELOPMENT AGENCY  
ADMINISTRATIVE BUDGET  
for the Period July 1, 2019 through June 30, 2020**

<b>Salaries and Benefits</b>	\$	190,000
Executive Director, Finance personnel, City Clerk		
<b>Professional Services</b>	\$	30,000
Financial, Bond Administration		
<b>Overhead Costs</b>	\$	30,000
Successor Agency Board, Other		
<b>Total Administrative Allocation</b>	<b>\$</b>	<b>250,000</b>

